

2009 – 2012

AGREEMENT

BETWEEN THE

LEWIS CASS INTERMEDIATE SCHOOL DISTRICT

AND THE

LCISD TRANSPORTATION DEPARTMENT

LCISD DRIVERS

Weekly hours will be fixed through time studies. Weekly hours will be one of the following: 25, 30, 35, or 40.

If additional hours are required in the transportation of students to and from school, and any Lewis Cass Programs, they will be paid at a normal driver's hourly rate.

The following wage increases are as follows:

2009-2010 1%

2010-2011 1%*

2011-2012 1%*

<u>Rate</u>	<u>2009-10 Hourly Rate</u>	<u>2010-11 Hourly Rate</u>	<u>2011-12 Hourly Rate</u>
0	15.86	16.03*	16.19*
1	17.22	17.39*	17.56*

*Except as outlined in the insurance agreement for the 2010-2011 & 2011-2012 contract years.

First year drivers will start at Rate 0. At the end of the first year of driving they will then progress to Rate 1.

A flat rate of \$10.40 per hour will be paid for extra trips from time of departure to time of return inclusive of driving time to and from a pick up, drop off points and layover time. Drivers who agree to take extra trips will assist with children at their own discretion.

Extra trips involve the transportation of students to places other than to and from school, and any Lewis Cass Programs, during normal school hours. Any other driving duties assigned shall be paid at extra trip pay.

Washing Vehicles

Bus Drivers will receive reimbursement for washing vehicles at the rate of \$15.00 for a car or van and \$18.00 for yellow/black buses.

Payment shall be made at the discretion of the Director of Transportation.

Seniority

Full credit will be granted for pay purposes only for total time on schedule when transferred from a local district to LCISD.

Drivers will not be granted seniority for purposes other than bus driving.

Drivers transferred from local districts will forego probation. Hourly pay will start at Rate 1.

When lay offs become necessary, drivers with least seniority will be laid off first.

Training & Qualifications

The LCISD Board of Education shall require that each Bus Driver, prior to being hired, shall possess the following:

- (1) Current Chauffeur's License.
- (2) Current Bus Driver Certificate.
- (3) Medical Exam prior to the beginning of the current school year performed by a physician selected by the Board. The Board will pay 100% of the cost of such physical. This physical must pertain to the requirements as set forth by the State of Michigan for bus driver certification. If the employee chooses to use another physician, the District will reimburse the employee for actual cost up to cost of amount paid to the Board selected physician.
- (4) Beginning drivers fees will be paid by the district and such drivers will be paid at the rate of \$8.00 per hour while engaged in training.
- (5) Driver in-service programs required by the LCISD will be reimbursed at their hourly rate.
- (6) Reimbursement for CDL License after 160 days employment.
- (7) Employees given the drug test and found positive, shall thereafter be responsible for any other payments and treatments.

Work Year

All drivers will transport children to and from school programs as per their assigned route as required by the school calendar and scheduled hours of the school district to which their children are assigned. A driver, upon accepting employment as a regular bus driver, will be expected to drive students to and from school programs for a minimum of 180 days. If meetings are required with the Director of Transportation, it is expected all drivers will attend and such time will be included in the normal work day unless such meetings extend beyond a two-hour limit. Drivers may be excused at the discretion of the Director of Transportation if such a called meeting creates a conflict with a previously scheduled appointment.

Drivers will not be given vacation days and holidays. Contract pay will be based upon actual days students are transported to and from regularly scheduled programs and district required in-services. In the event school is canceled after a driver has started pickups for that day that day shall be counted as a regularly scheduled day for pay purposes. If schools are canceled due to inclement weather or other emergency, prior to the driver's departure, no pay is to be granted for such number of days schools remain closed. Drivers will be expected to transport students to and from schools to which they are assigned when such schools extend their schedules in order to make up lost days in session.

Drivers will be paid time and one-half for trips on Saturdays, Sundays and Holidays. Driver will be paid time and one-half for trips between 6:00 p.m. and 6:00 a.m. Monday thru Friday. In the event there is a vacancy in any transportation position, or change in pay, the opportunity should be offered to all interested drivers. Seniority drivers living in that area shall be considered first.

Careful thought and consideration will be given by the Transportation Supervisor before filling the position.

Reasons will be given to those requesting as to why they were not granted the position. Posting will be done according to the Driver's Handbook.

Drivers will be selected to drive for the SMI summer program prior to the end of the regular school year. A selection process will be used that will provide for a rotation of drivers from year to year for those drivers who are interested in driving a summer schedule. All such agreements must be finalized prior to the last day of the regular school year.

Vehicle Storage

The LCISD Transportation Supervisor will determine vehicle location based upon route assignments. Vehicles may be stored at drivers' premises and in some cases will be stored at school district bus parking areas. The Transportation Supervisor's decision will be final in this regard.

Notification of Children with Transmittable Viral Diseases

With the knowledge of children with transmittable viral diseases the driver involved with that child shall be informed so that they take extra precaution while transporting all children.

Sub Drivers

Effective September 1, 2006 sub-drivers are not included in this bargaining unit.

Bus Attendants

Bus attendants will be provided on runs where it is deemed necessary either because of the physical disability of students transported or because of behavioral problems. The Transportation Supervisor shall make the final decision in collaboration with the Director of Special Education.

Insurance benefits shall be prorated as per the bus driver schedule.

The following wage increases are as follows:

2009-2010 1%

2010-2011 1%*

2011-2012 1%*

<u>Rate</u>	<u>2009-10 Hourly Rate</u>	<u>2010-11 Hourly Rate</u>	<u>2011-12 Hourly Rate</u>
0	12.20	12.32*	12.44*
1	13.03	13.16*	13.29*

*Except as outlined in the insurance agreement for the 2010-2011 & 2011-2012 contract years.

Sub Bus Attendants

Effective September 1, 2006 sub-attendants are not included in this bargaining unit.

Once a trip is assigned, it shall not be taken away without good cause and adequate notice. Except under special circumstances, 12 hours will be considered the minimum adequate notice.

Longevity

After year 3, 7, 11, and every 4 years thereafter, an employee will receive a 1% bonus on wages for the year (3, 7, 11, etc.) payable in the first payment in December of the following year into a 403b account or taken as a cash payment through the payroll system.

Insurance

As of August 2009, the Board will pay the monthly insurance premium for MESSA Choices II insurance. Those members not electing Pak A will receive Pak B benefits in addition to cash amount of \$3600 per year (prorated on a month basis) received in lieu of health insurance.

As of August 2010, the Board will pay the monthly insurance premium including up to a 5% increase in the premium over 2009-2010.

As of August 2011, the Board will pay the monthly insurance premium including up to a 5% increase in the premium over 2010-2011.

If the premium increase is greater than 5%, then any increase between 5% and 8% will reduce the wage increase outlined in the salary schedule. The wage increase will be as follows:

- If the insurance increase is 0 - 5.09% the wage increase will be 1.00%;
- If the insurance increase is 5.10 – 6.09% the wage increase will be .75%;
- If the insurance increase if 6.10 - 7.09% the wage increase will be .50%;
- If the insurance increase is 7.10 - 8.00% the wage increase will be .25%;
- If the insurance increase is greater than 8%, there will be no wage increase.

If the insurance premium increase is greater than 8%, the parties will split equally the premium increase above 8% by use of a Section 125 payroll reduction plan.

The Board shall provide coverage by an insurance carrier chosen by the Board. In case of insurance company change, transportation personnel shall be provided with a comparable medical and healthcare benefits as accustomed to. A driver shall be considered "eligible" for the maximum Board contribution toward health insurance premiums if he/she is regularly assigned to work five (5) days per week for at least the duration of the "school year" and for at least thirty (30) "duty hours" per week, or he/she is regularly assigned to work at least eleven hundred forty (1140) "duty hours" per year. A driver who is regularly assigned to work more than twenty (20) "duty hours" per week but less than the minimum number of hours required for maximum Board contribution to health benefit premiums will be eligible for a pro rata Board contribution toward the cost of health insurance premiums based upon the ratio of the employee's regularly scheduled weekly "duty hours" to the minimum required for full Board contribution. Drivers who are regularly assigned to work less than twenty (20) "duty hours" per week shall not be eligible for any health benefits.

Pro rata will be as follows:

	Board Contribution
20 Hours weekly	42%
25	75%
30	100%

Leaves

Annual Leave

At the beginning of each school year, each employee shall be credited with twelve (12) days of annual leave for their contract year, and one (1) day of annual leave shall be credited for each twenty (20) days of additional employment, the unused portion of which shall accumulate from year to year to a maximum of 180 days. A new employee shall be ineligible for annual leave benefits until they have first reported for work. The leave days may be taken by an employee for the following reasons and subject to the following conditions:

Personal Illness or Disability

An employee may use all or any portion of their annual leave for scheduled workdays on which they are physically incapable of performing their normal job duties due to their personal illness or disability. Disabilities caused or contributed to by pregnancy, miscarriage, and/or childbirth shall be treated on the same terms and conditions as are applied to other temporary disabilities for which leave is authorized under this paragraph.

Family Illness

An employee may use all or any portion of their annual leave for absence due to illness in their immediate family, to include children, spouse or partner, parents or legal dependents.

Certification of Illness

The Administration may require that any employee applying for use of "illness and disability leave" for any particular day(s) of absence procure a doctor's certification of illness or disability for the day(s) absent. Such certification shall be presumed to be mandatory for all absences of more than five consecutive workdays unless waived by the Board. Failure to obtain such certification shall constitute a sufficient basis for disciplinary action.

The Board may require any employee to submit to a physical or mental examination by an appropriate practitioner selected by the Board for purposes of verifying an employee's eligibility for leave under this Article, or to verify an employee's ability to safely and satisfactorily perform their assigned duties. PROVIDED, however, that such examinations may be required only where the Board has a reasonable and sufficient basis for determining such examination to be necessary; that should such examination be required during a workday when the employee has indicated readiness and ability to work, the employee will not be docked pay nor have the time charged against their annual leave; and PROVIDED FURTHER, that any such examination shall be at the expense of the Board.

Notification of Illness

An employee who knows they will be absent due to illness or disability shall make every attempt to notify their immediate supervisor of the fact at least an hour and a half prior to the commencement of the school day, but in any case, as in the onset of sudden illness or other emergency, no later than the time of the commencement of school.

Miscellaneous Leave

Three of the twelve annual leave days may be used each year at the employee's discretion and with the approval of their immediate supervisor. Employees desiring to use such days shall notify their supervisor in writing of their intent as soon as possible but no later than five (5) days prior to the day on which such leave commences, except in cases of emergency or extenuating circumstances. Miscellaneous leave requests are not approved unless written or verbal approval is received by the employee prior to the requested leave date. In an emergency or extenuating circumstance verbal approval may be granted but must be followed up with written documentation.

It is understood that miscellaneous leave may not be requested for more than two (2) consecutive days and cannot be used before or after a holiday; the first/last day of the school year; to extend school breaks; for vacation; or for profit.

Payment of Accumulated Annual Leave Days

Upon separation, after 10 years of accumulated employment at LCISD and forty-five days notice to the Board of Education, an employee shall be paid for all unused annual days accumulated up to 180 days at 75% of daily pay. The payment will be made over a three (3) month period following the date of retirement or at the employee's option can be paid in the first three (3) months period following the date of retirement or at the employee's option can be paid in the first three months of the following calendar year. Part time employees will receive benefits prorated on a base of 13,020 total hours (186 days x 7 hours per day x 10 years).

Funeral Leave

An employee may take paid funeral leave exclusive of accumulated sick leave for assisting with arrangements and attending funerals as detailed below:

An employee may take up to a maximum of five (5) days paid funeral leave per occurrence in connection with a death in the immediate family. For purposes of this section, immediate family is defined as spouse or partner, child, parent, siblings, grandparent or legal dependent. Paid funeral leave for step and in-law relations from the list above will be granted three (3) days.

One day of funeral leave per incident shall be granted to attend the funeral of a person in the family (i.e. aunt, uncle, cousin) or who in the past and over many years has had an immediate family-like relationship with the employee.

Funeral leave for others not listed in this section shall be granted under Annual Leave. If paid leave days are not available, an employee may choose, with administrative approval, to take days without pay for such funeral leave.

If there is any significant change in the Lewis Cass Intermediate School District Program that involves the Lewis Cass Bus Drivers or Attendants, we reserve the right to open this agreement for further negotiations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of September 1, 2009 through August 31, 2012.

**LEWIS CASS INTERMEDIATE
SCHOOL DISTRICT
BOARD OF EDUCATION**

**LEWIS CASS INTERMEDIATE
SCHOOL DISTRICT
TRANSPORTATION DEPT.
COMMITTEE REPS**

President

Team Member

Superintendent

Team Member

Team Member