



MASTER AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
ARMADA AREA SCHOOL DISTRICT
ARMADA, MICHIGAN

AND THE

ARMADA TRANSPORTATION ASSOCIATION

ARMADA, MICHIGAN

2021-2024

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AGREEMENT

THIS AGREEMENT, entered into this 15th day of June, 2021 by and between the Board of Education of the Armada Area School District of Armada, Michigan, hereinafter referred to as the BOARD, and the Armada Transportation Association, hereinafter referred to as the ASSOCIATION.

WITNESSETH:

WHEREAS, the BOARD and the ASSOCIATION mutually recognize that well maintained school buildings are essential to quality education, and;

WHEREAS, the BOARD and the ASSOCIATION, as a result of deliberate and extended negotiations have agreed to the terms and conditions of employment of all members of the ASSOCIATION and are desirous of hereby confirming and reducing those agreements to writing;

NOW THEREFORE, in consideration of these presences, the mutual promises and covenants herein contained, it is agreed as follows:

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Armada Transportation Service ASSOCIATION as the sole and exclusive bargaining representative in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, for all full time and regularly scheduled part-time transportation personnel for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment;

EXCEPTING HOWEVER, substitute, temporary, casual personnel, Supervisor of Transportation, and other supervisory personnel.

B. The BOARD agrees not to negotiate with or recognize any labor organization other than the ASSOCIATION for the duration of this Agreement.

C. Reference to Transportation staff shall include male and female gender.

ARTICLE II - BOARD RIGHTS

A. Authority:

The BOARD, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by all applicable State and Federal laws, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its employees, properties and facilities.
2. To hire all employees and subject to the provisions of law, determine their qualifications, the conditions for their continued employment, their dismissal or demotion, and to promote and transfer all such employees.
3. To establish all bus routes and athletic, recreational, or education field trips.
4. To decide upon the means and methods of transportation, the selection of buses and all other materials of equipment.
5. To determine bus schedules, the hours, duties, responsibilities and assignments of drivers.

B. Responsibilities:

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in connection thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms hereof in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE III - ASSOCIATION RIGHTS

- A. The members of the ASSOCIATION shall have the right to participate in professional organizations and to negotiate or bargain collectively with their public employer through representatives of their own choice and shall not be discriminated against as a result of such activities. Members of the ASSOCIATION shall not be discriminated against as a result of instituting a grievance, complaint or proceeding under this Agreement or because they have given testimony or instituted proceedings under the law.

ARTICLE IV - GRIEVANCE PROCEDURE

- A. A grievance is a matter involving the violation of a specific article or section of this Agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedures outlined in this article:
1. The termination of the services of any probationary employee
 2. The placing of a probationary employee on an extended probationary period as provided herein
 3. Any complaint for which there is another remedial procedure or forum established by law or regulation having force of law

C. If the employee or ASSOCIATION does not process the alleged grievance with the Supervisor of Transportation at Level One within ten (10) work days following the date on which the alleged grievance occurred, then the grievance shall be considered waived.

D. Procedure:

Level 1 - Any employee or the ASSOCIATION shall discuss the alleged grievance with the Transportation Supervisor in an informal manner. The Transportation Supervisor shall have five (5) work days in which to resolve the problem.

Level 2 - Within five (5) work days of receipt of the decision of the Transportation Supervisor, the aggrieved employee or the ASSOCIATION may appeal to the Director of Business and Operations. The appeal shall be in writing, and shall specify the section of the Agreement allegedly violated and shall contain the reason(s) for the appeal. Within ten (10) school days after the receipt of the appeal, the said Director of Business and Operations shall render his decision in writing.

Level 3 - Within five (5) work days of the receipt of the written decision of the Director of Business and Operations, the aggrieved employee or the ASSOCIATION may appeal the decision to the Superintendent or his designee. The appeal shall be in writing and shall contain the same wording as the grievance filed with the Director of Business and Operations and shall contain the reason(s) for the appeal.

Level 4 - Within five (5) work days of the receipt of the written decision of the Superintendent or his designee, the aggrieved employee or the ASSOCIATION may appeal the decision to the Board of Education. The appeal shall be in writing and shall contain the same wording as the appeal filed with the Superintendent or his designee, and shall contain the reason(s) for the appeal.

ARTICLE V: DISCHARGE OR SUSPENSION

A. Notice of Discharge or Suspension

The Board agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the steward in the district of the discharge or suspension.

B. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward of the district. Upon request, the Board or his designated representative will discuss the discharge or discipline with the employee and the steward.

C. Appeal of Discharge or Suspension

Should the discharged or suspension employee or the steward consider the discharge to be improper, a complaint shall be lodged through the regular grievance procedure.

ARTICLE VI: SENIORITY-PROBATIONARY EMPLOYEES

- A. New employees hired in the unit shall be probationary employees for the first sixty (60) working days of their employment. When an employee finishes the probationary period, they shall be entered on the seniority list of their unit starting on their Board approved hire date. It is understood the bus drivers have their own separate seniority lists and shall only be accepted as such.
- B. The Association shall represent probationary employees for the purposes of the collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment except discharged and suspended employees for other than Association activities.
- C. Seniority shall be on Bargaining Unit basis in accordance with the employee's last date of hire.
- D. Seniority shall not be affected by the race, sex, marital status or dependents of the employee.
- E. The seniority list on the date of this Agreement shall show the names and job titles of all employees of the unit entitled to seniority.
- F. The Board will keep the seniority list up to date, and will provide the Association with up-to-date copies at the beginning of the school year.

ARTICLE VII: LOSS OF SENIORITY

- A. The employee quits or retires.
- B. The employee is discharged and the discharge is not reversed through the grievance procedure.
- C. The employee is absent for five (5) consecutive working days without notifying the Board. Such absence results in automatic discharge. The Board will send written notification to the employee, at their last known address, that their employment has been terminated and they have lost seniority.
- D. If the employee does not return to work when recalled from layoff as set forth in the recall procedure.
- E. Return from sick leave and leaves of absence will be treated the same as three (3) above.

ARTICLE VIII: SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to Good Faith negotiations between the Board and the Association. They shall be approved or rejected by mutual consent, in writing and signed by both parties within a period of twenty (20) days following the conclusion of negotiations.

ARTICLE IX: LAYOFF DEFINED

- A. The word "layoff" means a reduction in the working force due to a decrease of work, or operating funds.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off on a District basis. Seniority employees will be laid off according to seniority. In proper cases exceptions may be made. Disposition of these cases will be a proper matter for special conference and if not resolved, it shall then be subject to the final step of the grievance procedure (arbitration).
- C. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days of notice of layoff except in short term layoffs caused by an emergency situation. The Local Association's secretary shall receive a list, from the Board, of the employees being laid off on the same date the notices are issued to the employees.

ARTICLE X: RECALL PROCEDURE

- A. When the working force is increased after a layoff, the employees will be recalled according to seniority within their own classification. Notice of recall shall be sent to the employee at their last known address by registered or certified mail. If any employee fails to report to work within ten (10) days from date of mailing or notice of recall, they shall be considered a quit.
- B. The recall list shall be maintained by the Board for a period of three (3) years of length of seniority. Thereafter, an employee shall lose his right to recall.

ARTICLE XI: VACANCIES

The School District will publicize vacancies within the bargaining unit by posting in the Bus Garage. Consideration for a vacancy shall be within the Job Classification (Bus Drivers). Should the vacancy not be filled within the classification, employees from other classifications will be awarded the position prior to new hires, provided they meet the qualifications.

Bus Drivers: At the beginning of the school year, routes shall be bid on the basis of seniority and other qualifications. If during the year a bus run, a special education or other run becomes available, it shall be posted in the building, by the bus supervisor, at least one week prior to assignment so a driver wanting said run may apply. The run shall be given to the applicant with

the most seniority who is otherwise qualified. If a driver leaves a run, there will be a mutually agreeable date to implement the changeover.

Dispatch Position: This will be filled at the Transportation Supervisor's discretion.

ARTICLE XII: LEAVE OF ABSENCE

- A. Leaves of Absence without pay for periods not to exceed one (1) year will be granted, in writing, for the following reasons:
- 1.) Maternity Leave
 - 2.) Illness Leave (physical or mental)
 - 3.) Prolonged Illness in the Immediate Family
 - 4.) For any other personal reasons, including child care, as approved by the Board

Upon written application, at least ninety (90) days prior to the expiration of the leave, the Superintendent may, at his discretion, extend the leave for one additional year.

- B. Employees shall be returned to the position they held at the time the leave of absence was granted, or to a position to which their seniority entitles them.
- C. On leave of absence for three (3) months or less, employees shall retain all fringe benefits paid by the Board. The provisions of the Family and Medical Leave Act shall be honored where not in conflict with this paragraph.
- D. An employee granted a leave of absence for a full semester or more must give written notice to the Superintendent at least thirty (30) calendar days prior to the expiration of their leave that they expect to return at the expiration of their leave.
- E. An employee who accepts other employment while on leave of absence shall be discharged from the district.

ARTICLE XIII: JURY DUTY

- A. An employee who serves on Jury Duty will be allowed time off the job for such service and be paid the difference between Jury Duty and their regular pay.
- B. The Board shall pay the difference between regular pay and witness fees for an employee who is subpoenaed to Court for school related matters only.

ARTICLE XIV: WORKERS' COMPENSATION

Each employee will be covered by the applicable Worker's Compensation laws.

ARTICLE XV: FIELD TRIPS AND ATHLETIC TRIPS

Bus Drivers wishing to be included for field and athletic trips shall sign up when bus runs are chosen for the new school year. New drivers shall be able to sign up at such time; as they have completed their sixty (60) working days of probationary employment.

- A. Field trips and athletic trips will be allotted to those on the list on a rotation basis except when, in the judgement of the bus supervisor, the driver does not have the necessary qualifications for safely driving the bus in the area for the field trips.
- B. Field trips and athletic trips will be posted five (5) working days in advance and assigned three (3) working days in advance. It is mutually agreed, however, that on rare occasions, that might not be possible. It is every driver's responsibility to inspect the trip board daily by 8:00 a.m. for any changes that might occur.
- C. Drivers accepting the assignment must initial and date the assignment sheet indicating their acceptance within eight (8) hours of the posting. If the driver next in rotation for the trip has not accepted by signing within the time frame stated above, they give up their turn in the rotation schedule. The supervisor or their designee shall move on to the next signature in the rotation schedule.
- D. Should a field trip be canceled, the driver affected shall become eligible for the next available trip not already assigned.
- E. Drivers will be paid one (1) hour at field trip rate of pay if a field trip for which they are scheduled is canceled without notifying the driver and the driver reports for the trip.
- F. (Overnight Trips): With the exception of the Senior Class Trips, drivers will be paid for eight (8) hours per day for overnight trips plus three (3) meals per day and lodging when meals are not provided as part of the trip and meals occur within the confines of the trip (between initial departure and the final drop-off). If for some reason a driver is not provided a meal, they may be reimbursed for the meal provided it is purchased within 30 minutes of the trip. Meals shall be reimbursed as follows:
Breakfast, \$7.00/Lunch, \$10.00/Dinner, \$12.00
- G. A bus driver driving a field trip or athletic trip in lieu of their regular run shall receive their regular salary.
- H. Saturday Trips: Field trips falling on a Saturday shall have a minimum of two (2) hours of compensation. If a posted pick-up return trip is canceled by a phone call to the driver, that driver shall be compensated two (2) hours, unless the schedule states otherwise.

ARTICLE XVI: SICK LEAVE

- A. All drivers covered by this Agreement shall accumulate one (1) sick day per month, not to exceed ten (10) days per year, with accumulation to one hundred and fifteen (115) days in their sick bank. Members hired after the ratification of this contract will have their sick day bank capped at 60 total days. An employee, while on sick leave or pregnancy disability, will be deemed to be on continued employment for the purposes of computing all benefits referred to in this Agreement and will be construed as days worked specifically.
- B. After twelve (12) years of service, an employee shall receive fifty (50) percent of accumulated sick days upon retirement or death.
- C. Transportation employees returning from a sick leave of more than five (5) days will be required, on request, to verify their ability to work. Also, the Board shall have the right to request medical verification after (5) non-consecutive days of sick time.
- D. All unused sick, vacation and personal days shall be reported to each employee, a minimum of once a year.
- E. Members may cash in up to 6 sick days on a two-for-one basis over the Winter Break to be paid out for 3 full days.

ARTICLE XVII: FUNERAL LEAVE

Each employee shall be granted time necessary, not to exceed five (5) days, for a death in the immediate family without loss of pay. Immediate family is defined as husband, wife, children, step-children, father, mother, step-parent, father-in-law, mother-in-law, brother, sister, grandparent and grandchildren or any person living in the employee's household. One (1) bereavement day shall be granted for an aunt, uncle, sister-in-law, brother-in-law, niece or nephew.

ARTICLE XVIII: PERSONAL LEAVE

Employees shall be granted a maximum of three (3) days per year with pay not deducted from sick leave in which the employee may conduct personal affairs which cannot be handled outside of the working day, the same to be requested in writing and approved by the supervisor.

ARTICLE XIX: LIFE INSURANCE

- A. The Board agrees to pay the full premium of term life insurance for each Transportation employee, face value of \$20,000.00, while employed or laid off.

ARTICLE XX: HOSPITALIZATION, DENTAL, VISION

A. Health Insurance:

Transportation employees:

Drivers with 5 Hours or more per day – 80% paid per State law

Drivers with 2.5 hours to 4.75 hours per day – 75% paid (for Association employees hired after July 1, 2007, the Board will pay 50%; Association members hired prior to July 1, 2007 will be grandfathered for health-related benefits)

MESSA ABC Plan 1

Deductible \$1400 per member / \$2800 per family or current federal levels

District will pay 50% of deductible in monthly installments

Dental 80/80/80/60; \$1,000

Vision VSP-3 Gold

Long Term Disability 70%

 \$3,500 Maximum

 30 Calendar Day Modified Fill

B. Dental Insurance: Drivers and their families shall receive Delta dental insurance for twelve (12) months with the same eligibility as health insurance. Employees hired after July 1, 2009 will have 75% of the premium paid by the Board.

C. Vision Insurance: Vision insurance will be furnished to Drivers and premiums paid by the Board as follows:

5 hours drivers – 100% premium paid

2.5 – 4.75 hours drivers – 75% premium paid (the Board will pay 50% if hired after July 1, 2007)

D. An employee who is eligible for group medical insurance, but who does not select the group medical insurance, can select a cash payment of \$3,000 for the year. If the person goes on unpaid leave or terminates their employment during the contract year, then the cash payment will be prorated based upon the number of days worked versus the number of work days in the contract year.

1. The payment will be made on or before June 30th of the contract year.

2. The terms and conditions covering the cash payment will be in compliance with federal and state tax laws.

3. The election to participate in the cash payment will be made in September of the contract year.

4. Any employee FICA, Medicare, federal, state, and local taxes applicable to the cash payment is the responsibility of the employee.

ARTICLE XXI: INCLEMENT WEATHER

Should school be canceled for conditions not within the control of school authorities such as severe storms, snow, fires, health conditions, and infrastructure issues, employees (probationary included) shall be paid their regular wage for each day forgiven by the State.

ARTICLE XXII: PHYSICAL EXAMINATIONS

Drivers shall comply with state laws requiring physical examinations unless additional physicals are requested by the Board of Education. The Board of Education may designate the physician. The Board will pay for the physical examination charges. The district will pay the physician, rather than reimburse the employee, whenever possible.

ARTICLE XXIII: MISCELLANEOUS

- A. The drivers shall have space allotted as a waiting room and may use such space for meetings.
- B. The Board will continue to make payroll deductions for employees.
- C. The Board shall pay the regular hourly rate for driver's safety school. However, the driver must attend the instruction at class to be eligible for payment.
- D. The Board will pay for a Michigan CDL driver's license for all employees who are required to have a CDL license as a requirement to maintain their job classification.

The state required alcohol and drug test fees will be paid for by the Board. The Board will pay the regular hourly rate up to 1-1/2 hours for off-site random drug and alcohol testing only and up to thirty (30) minutes if on-site.

- E. The Board shall provide uniforms for all employees in the following manner:
Winter jackets will be provided every three years for bus drivers.
Employees will have the option of purchasing additional garments at the district cost.

An employee committee will be established for each unit to recommend to the District Uniform Committee regarding style, colors, etc.

- F. Communications Committee shall be established consisting of two (2) representatives of the administration and two (2) representatives of the Association. This committee shall meet as needed to discuss areas of concern to either party. Any safety concerns will be brought to this committee. Either party may request additional meetings. The parties agree that an attempt will be made by this committee to develop a system to recognize the service of bargaining unit employees.

G. Employees shall receive longevity pay based upon the following schedule:

5 years of service	\$400.00
10 years of service	\$475.00
15 years of service	\$550.00
20 years of service	\$625.00
25 years of service	\$700.00
30 years of service	\$825.00

Payment will be due at the first pay every September, unless the employee notifies the district that they are retiring and the employee will be paid the second pay in June.

ARTICLE XXIV: HOLIDAYS

All unit members will receive the following paid holidays:

- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Day
- Day after Christmas
- New Year's Eve
- New Year's Day
- Good Friday
- Memorial Day

Employees shall be required to work the last scheduled work day preceding the holiday and first scheduled work day following the holiday to receive holiday pay, except when an employee is on a paid sick leave day the preceding or following scheduled work day.

ARTICLE XXV: WAGES/SALARY SCALE - 3 Year Contract- 2021-2024 - Move to Step System

New Hires start on Step 1. Members and probationary progress each year up the steps.

SALARY SCALE

TRANSPORTATION	1	2	3	4	5	6	7	8
Probationary	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
Hourly	\$17.00	\$17.77	\$18.56	\$19.40	\$20.27	\$21.19	\$22.14	\$23.13

Bump those with more than 20 years of service to Step 5 for 2021-22 school year

ARTICLE XXVI: TERMINATION AND MODIFICATION

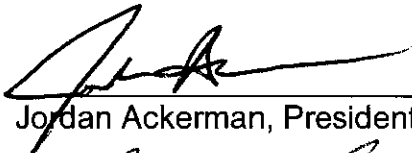
This Agreement shall continue in full force and effect until 11:59 p.m. June 30, 2024.

- A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of the same.
- B. If neither party shall give notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party or sixty (60) days written prior to the current year's termination date.
- C. If notice or amendment of this Agreement has not been given in accordance with the paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.
- D. Any amendments that may be agreed upon shall become and be a party of this Agreement without notifying or changing any of the other terms of this Agreement.
- E. Notice of Termination of Modification: Notice shall be in writing and shall be sufficient if sent by certified mail and if to the Board, addressed to 74500 Burk Street, Armada, MI 48005, or to any such address as the Association or the Board may make available to each other.

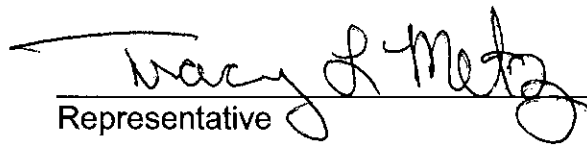
In witness thereof, the parties hereto caused this instrument to be executed on the day and first above written.

EMPLOYER

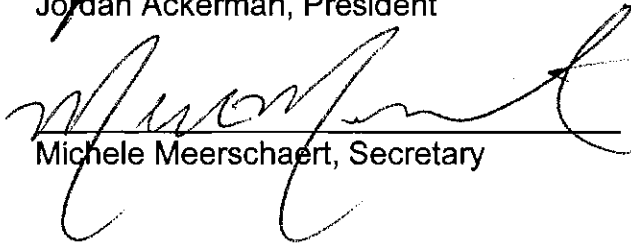
ASSOCIATION



Jordan Ackerman, President



Representative



Michele Meerschaert, Secretary

Representative

Representative