

July 1, 2022 - June 30, 2024

# **AGREEMENT**

between the

**TRANSPORTATION STAFF**

and the

**JACKSON COUNTY  
INTERMEDIATE SCHOOL  
DISTRICT**

# TRANSPORTATION STAFF AGREEMENT

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## **TRANSPORTATION STAFF AGREEMENT**

The Transportation Staff Agreement was designed and implemented for the 2022-23 and 2023-24 school years based on the mutual agreement of the employees and the administration.

“Employees” include bus drivers and bus attendants, but exclude substitute employees, mechanics, supervisors (which may include supervisors who drive to train and/or drive in case of emergency staffing issues only), administrators and all other employees.

Transportation employee representatives met with administration representatives to negotiate issues affecting wages, hours and working conditions.

This Agreement, as approved, serves as the official document covering the Transportation employees for the 2022-23 and 2023-24 school years, and is indicative of the cooperation, understanding, and mutual support of the Jackson County Intermediate School District Transportation Employees, Administration and Board of Education.

### **BOARD RIGHTS**

All rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly relinquished herein by the Employer, shall continue to vest in and be exercised by the Employer without prior negotiations with the employee representatives. The Employer, as in the past, will continue to have such rights which will include, by way of illustration and not by way of limitation, the right to:

1. Establish policies, manage and control the District, its equipment, and its operations and to direct its working forces and affairs.
2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days, but not in conflict with the terms of this Agreement.
3. Hire all employees and determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote, transfer, assign all such employees, and to determine the size of the work force and to layoff and recall employees.
4. Determine the services, supplies, and equipment necessary to continue its operations; determine all methods and means of distributing, disseminating and/or selling its services; determine methods, schedules, and standards of operation, and the means and processes of carrying on the work, including automation, contracting and the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, and, if necessary, require physical and mental examinations by appropriate medical personnel, the costs thereof to be borne by the employer.
7. Determine the number and location or relocation of its facilities.
8. Determine the placement of operations and the sources of materials and supplies.

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the administrative organization, its functions, authority, amount of supervision and table of organization.
11. Grant or deny leaves of absence as deemed appropriate.

The foregoing rights are limited by the terms of this agreement.

### **NONDISCRIMINATION AND EQUAL OPPORTUNITY**

The Board does not discriminate on the basis of race, color, religion, national origin, sex (including sexual orientation and transgender identity), disability, age, height, weight, marital status, military status, genetic information or any other legally protected characteristic in its employment programs and opportunities. Employees who believe they have been subject to illegal discrimination in the workplace are encouraged to access the complaint process found in Board Policies 3122, 3123 or 3362, or to contact the U.S. Department of Civil Rights or the Michigan Department of Civil Rights.

### **POSTING OF JOB VACANCIES**

Vacancies will be posted at least one week prior to the filling of any positions. Individuals currently employed by the Jackson County Intermediate School District who wish to be considered for a posted vacancy should complete and submit the application as indicated on the posting to be considered.

Every attempt is made to select the candidate most appropriate for any given position. It is usually not possible to interview all applicants for a position. The exception to this procedure is that any current employee of the Jackson County Intermediate School District who makes application for a posted position will be given an interview providing the employee qualifies.

It is expected that current employees of the Jackson County Intermediate School District will notify their immediate supervisor(s) when making application for a different position within the district.

### **QUALIFICATIONS AND PROFESSIONAL DEVELOPMENT**

1. Bus attendants hired on or after July 1, 2013 are required to become certified as a bus driver and demonstrate the ability to be a successful driver during the probationary period. Exceptions will be made, as necessary to make reasonable accommodations based on disabilities.
2. Annual physicals for certified drivers. Annual DOT physicals for certified bus drivers are arranged and provided by the District. During the term of this contract, if the employee fails to meet one or more requirements to pass this physical the first time it is arranged, and the DOT-certified physician orders a follow-up examination, the Employer will pay for a second DOT physical examination. In these circumstances, the driver is expected to do what is needed to pass the second physical examination. Failure to meet the DOT requirements at the recheck will result in an individualized review of the circumstances, which will determine whether work accommodations (if any) will be continued, changed or discontinued, and whether the Employer will pay for any additional physical examinations related to this qualification requirement.

3. Professional development. The Employer will schedule up to three (3) mandatory eight (8) hour training days each year for Transportation staff. If possible to do so, the three (3) days of common training will be scheduled prior to the first day of school. Although most of the training days will be common for the entire work group, some of the training may be assignment-specific.

### **PROBATIONARY PERIOD**

Effective July 1, 2019, all new employees shall be placed on a one year probationary period when hired. If the district is unable to arrange training for an attendant to become certified as a bus driver during the first year of employment, the probationary period will be extended to accommodate completion of training. During this period an evaluation is conducted of their performance and reviewed with the employee. The probationary employee may be terminated at the sole discretion of the Board, without recourse to the grievance procedure. Upon successful completion of the probationary period, the employee's name shall be added to the seniority list as of the employee's hire date.

### **GRIEVANCE PROCESS**

For purposes of this Agreement, a grievance is defined as any claim or complaint that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. All such grievances shall be processed as hereinafter provided.

Matters to be excluded from consideration under the grievance procedure are as follows:

1. The termination or discipline of a probationary employee.
2. The evaluator's subjective assessment of an employee's performance.
3. Any grievance for which an employee applies for redress as provided by Board policy and appeal procedure.
4. Any matter which falls within the jurisdiction of federal or state agencies, such as enforcement of civil rights.

All time limits shall be school days. Time limits may be extended only upon mutual consent of the parties. Failure to conform to time limits shall mean acceptance of the position of the last party to respond.

The employee(s) and the employer will attempt in good faith to resolve the grievance at the earliest possible level in the grievance procedure.

Complaint Stage. Any employee who believes the employee has a grievance shall begin by informally discussing the matter with the employee's immediate supervisor or designee within ten days of its occurrence with the objective of informally resolving the matter.

Level I (Immediate Supervisor). If not resolved, the complaint must be reduced to writing, signed by the grievant, and filed with the employee's immediate supervisor within five days after such informal discussion. Such statement shall recite the facts alleged, the provision(s) of the Agreement involved, and the relief requested. Within five days thereafter, the grievant's immediate supervisor, the appropriate Director or designee, and an employee representative, if the employee requests a representative, shall meet to discuss the matter in an effort to resolve it. The immediate supervisor

shall indicate disposition of the grievance within five days of such meeting, and shall furnish a copy thereof to the employee.

Level II (Superintendent). If the grievance is not settled in Level I, the employee may, within five days after the employee's receipt of the Level I decision, submit the grievance to the Superintendent or the Superintendent's designee, who shall meet with the employee and an employee representative, if the employee requests a representative, within five days of receipt of the grievance and endeavor to settle the grievance. The Superintendent/designee shall notify the employee of the disposition of the grievance within five days of such meeting(s).

Level III (Board of Education). If the grievance is not settled in Level II, the employee may, within ten days of the date of the written disposition in Level II, submit the grievance to the Board of Education by delivering the written grievance together with copies of all materials previously filed to the Board of Education offices, to the attention of the Secretary of the Board. The Board or an *ad hoc* committee shall hold a hearing if requested, or, if not requested, give such other consideration as it shall deem appropriate. Disposition of the grievance shall be rendered within 30 days of the delivery of the grievance to the Board of Education offices. A written copy of such disposition shall be provided to the employee. The decision of the Board of Education is final and binding on both parties.

### **DEMOTION AND REINSTATEMENT**

An employee who has been demoted from a driving assignment for disciplinary reasons and seeks to be returned to that position may be given consideration for promotion after at least one (1) year as an attendant (including employees serving demotions on July 1, 2019). Should the administration determine that it is appropriate to allow the employee to begin driving again, the following terms will apply: (1) the employee will be put on the bottom of the sub driver's list; (2) when a regular driver's position is available, the employee can be considered after other regular attendants who also sub drive and who were doing so on the date the employee is allowed to begin sub driving again; (3) at such time as the employee is reinstated to a driver position, the employee will receive a new driver seniority date, but will retain the employee's attendant hire seniority date for bidding on summer runs; if already in a full time position, will retain full time status; (4) a letter will be placed in the employee's file at the time s/he is allowed to begin sub driving defining all the applicable terms and dates.

### **LAYOFF AND RECALL PROCEDURE**

In the event it becomes necessary to reduce the number of employees, the administration shall determine which services are to be curtailed/eliminated by action of the Board of Education, taking into consideration the transportation needs of the students served and the financial resources available.

When the hours of an employee's position are reduced, but continue to include both the regular school year and the summer program, this will not be considered a layoff.

The administration shall specify within services designated to be curtailed the number of positions to be eliminated by action of the Board of Education. Voluntary layoffs will be given first consideration before the following procedures for determining layoffs are implemented:

Bus Attendants: Identification of bus attendants for layoff purposes shall be accomplished using the following criteria:

1. In the event staff reduction is necessary, the employer may retain those qualified and certified attendants with the most position seniority as an attendant. An attendant may not replace a driver.
2. Seniority shall not accrue during the layoff period.

**Bus Drivers:** Identification of bus drivers for layoff purposes shall be accomplished using the following criteria:

1. In the event staff reduction is necessary, the employer may retain those qualified and certified drivers with the most position seniority as a driver. A driver may replace the least senior attendant if the driver has more department seniority, or accept voluntary layoff.
2. Seniority shall not accrue during the layoff period.

**Seniority:** Seniority shall be computed from the last date of hire in a bargaining unit position and shall be defined to mean the amount of time continuously employed in the Transportation Unit. Time spent on leave due to the health of the employee shall not be construed as a break in continuous service, and seniority shall continue to accrue. Position seniority shall be computed from last date of hire into the position and shall be defined to mean the amount of time continuously employed in the position.

**Recall:** Employees will be recalled to positions for which they are qualified based on bargaining unit seniority, with high seniority having first opportunity to return. Recall rights shall be retained for one year from the date of layoff.

### **ROUTE BIDDING AND ASSIGNMENTS**

Assignment of drivers by the Transportation Supervisor or designee to established routes shall be made in the following manner and sequence:

1. Routes will be bid at the beginning of the school year by the bus drivers and bus attendants, including A.M., P.M., and possible Midday. New and vacant routes, including temporary routes, will be posted and bid upon occurrence. Employees will be paid for the time they participate in a route bidding meeting/process. Employees holding positions that are scheduled to work both the regular school year and the extended summer program will bid summer routes just prior to the beginning of the summer program.
2. Bidding for driving assignments will be done by seniority. Assignment of attendants will be made after consideration of driver and attendant preferences, the needs of students on each route, and employees' skills and abilities.
3. If an employee cannot manage the run selected, the run will be reassigned.
4. Any problem involving a driver, attendant or students will be evaluated by the Transportation Supervisor. Following the evaluation, change of driver, attendant and/or students may be made, including reassignment to another route without regard to seniority. Such assignments may be temporary or for the balance of the assignment term. If the reassignment is necessary to address student needs and results in a loss of hours from more than eight (8) hours per day to less than eight (8) hours per day, the reassigned employees will be paid for the regular route time lost for thirty (30) calendar days, and thereafter will be paid no less than eight (8) hours per day for each full day assignment.

5. Student changes (move, IEPC, or placed on another route) requiring attendants on routes shall constitute reassignment of such attendant or layoff following the Layoff and Recall Procedure.
6. Routes which require overtime will be reevaluated by the Transportation Supervisor. Reassignment of students will be made to keep overtime to a minimum.
7. The employer may make route adjustments at reasonable intervals to increase efficiency, shorten ride times and reduce regularly scheduled overtime. Such mid-year re-routing will not trigger a new route bidding process. During 2022-23 only, the employer may elect to re-open route bidding mid-year if transfers of student programs to a new building cause extraordinary mid-year route changes.
8. Should the district decide it is appropriate to add one or more runs during the school year, driving that run will be considered a temporary assignment for a qualified attendant for that period and will not result in a permanent promotion of the attendant to driver.
9. Drivers are responsible to maintain accurate and current route sheets. All route changes will be made on route sheets within five (5) school days.

### **REDUCTION OF ROUTE TIME**

If a bus run is reduced by the loss of a student(s), the Supervisor will make every effort to reassign students on the run in order to replace the route time lost. If the bus run is reduced because of conferences, scheduled or unscheduled half days, scheduled school events such as a field trip, or abnormal school schedule, regular route time for the part of the run affected shall be paid to the Bus Driver and Bus Attendant.

When a driver and attendant report to work for their assigned midday or field trip run and such run is cancelled, the driver and attendant will receive one hour pay for reporting to work.

### **FIELD TRIP ASSIGNMENTS**

Field trip assignments will be posted upon receipt for driver interest during the regular school year. The assignments will be offered to drivers expressing interest based on student needs, the total field trip hours the driver has driven, then seniority. If no driver signs up for the field trip assignment, a volunteer will be sought out, and no hours will be charged against the driver who volunteered.

### **SUMMER ASSIGNMENTS**

1. Drivers and attendants assigned to a full day regular K-12 summer school run (such as SXI/SCI/AI) will have a minimum of seven and one half (7.5) paid hours for each regular summer school day and a minimum of four and one half (4.5) paid hours for each camp day on which they work. The summer work day will include, at a minimum, a morning and afternoon run, and may also include a noon run, field trip assignments, routine bus maintenance activities, and assigned routing responsibilities. Employees with summer K-12 program run assignments may be assigned to perform additional responsibilities to include a full seven and a half hours of work on each regular assignment day. Management will attempt to provide notice of additional assignments in advance of the assignment day, but assignment to cover an absent driver for a noon run or field trip may need to occur on the same day. Drivers without a mid-day assignment during the



summer must check in before leaving to ensure equity in making extra assignments. These drivers and attendants may volunteer to work additional runs outside their regular assignment hours.

2. Drivers and attendants assigned to half day summer program will paid a minimum of four and a half (4.5) hours for each summer program work day on which they work. These drivers and attendants may volunteer to work additional runs outside their regular assignments.

### **STUDENT BUMPING**

Students may be bumped to another run under the following conditions:

1. A large number of students on a run are absent.
2. School is in session for only a half-day.
3. School is closed or closing (due to conferences, in-service, illnesses, and acts of God.)
4. Student needs and staff abilities have been considered.
5. In most circumstances, drivers will not ask to bump more than two (2) students per occurrence.

Procedures for bumping students to another run:

1. Driver of the bus the student is regularly assigned to must request in writing the supervisor's approval of the student's change in bus run.
2. The driver of the receiving bus must be notified of the requested change in writing and confirm in writing to the supervisor that the time of the regular students on receiving run will not change more than ten minutes.
3. The student's regular driver must notify parents of the student of the bus change and any time change.
4. The student's regular driver must notify the schools of the student's bus change and any time change and inform the supervisor of the school person notified.
5. The driver and attendant of the bus run cancelled due to student bumping will receive one hour of pay.
6. If employees do not follow all of the procedures, employees will receive no pay for the bus run cancelled due to student bumping.

### **HOLIDAYS**

If bus drivers and bus attendants are required to work on a day designated as a holiday for the Jackson County Intermediate School District, the working employees will be paid time and one-half the regular hourly rate.

Bus drivers and bus attendants follow the school calendar. The holidays will be as follows:

Six paid days during winter break and,  
Three paid days during spring break.

Bus drivers and attendants with perfect attendance (i.e., no sick leave days or other unpaid leave days) on all work days between the start of the assignment in August and the Winter Break will be eligible for two (2) additional (total of eight) paid holidays during Winter Break. Drivers and attendants with a single absence (i.e., one sick leave day or other unpaid leave day) between the start of the assignment in August and the Winter Break will be eligible for one (1) additional (total of seven) paid holiday during Winter Break. Bus drivers and attendants with perfect attendance on all work days between January 2 and the Spring Break will be eligible for one (1) additional (total of four) paid holiday during Spring Break.

Eligible bus drivers and bus attendants will be compensated at their regular route time for the MLK Birthday holiday, if instructional staff is not working.

If instructional staff is not working, effective in 2022-23, eligible bus drivers and bus attendants will be compensated at their regular route time for Thanksgiving Day. Similarly, if instructional staff is not working, effective in 2023-24, eligible drivers and attendants will also be compensated at their regular route time for the Friday following Thanksgiving.

Bus drivers and bus attendants employed for the SCI/SXI, AI, ECDD and transition to work summer school programs will be compensated for July 4<sup>th</sup> at their current summer route time rate, or a minimum four and one-half hours, whichever is greater.

Employees must work or be on a paid status on the work day prior to the holiday to be eligible for pay on that holiday. The only exception to this work requirement is that employees who are being paid on the work day prior to the holiday pursuant to their short term disability policy (that was elected during the previous open enrollment period), and who still have accrued sick leave in their bank when the holiday payments are made, are eligible to receive those holiday payments.

### **SCHEDULE ADJUSTMENTS FOR SOME SCHOOL HOLIDAYS**

In the event that only a small number of districts have school on a holiday, such as Good Friday, bus drivers who do not have a route that day will be offered the chance to work available driving assignments before bus attendants are offered the work when and as consistent with student needs and staff abilities.

### **“ACT of GOD” DAYS**

The employer shall determine when buses can and cannot run. This decision is made on a run-by-run basis.

Bus drivers and bus attendants are not to report to work when schools to which they transport students are closed. Route time will be paid for Act of God days and will not be charged against sick or personal business time.

If a bus attendant is scheduled as a driver on an Act of God day, the bus attendant will be paid for one hour at the bus driver rate and the bus attendant rate for the remainder of that day.

Employees who work on an Act of God day will be paid their route time, not to exceed eight (8) hours, plus actual time worked, when traveling out of district.

## LEAVES OF ABSENCE

Regular, reliable, punctual, in-person attendance is a requirement for all transportation employees. It is understood that employees may need to take leave days when they or their family members are ill and/or for personal business that cannot be scheduled outside the regular school day assignment. Employees are required to report their absences as soon as practicable in order to facilitate providing coverage for their assignment, and they are expected to try to schedule appointments in a manner that limits the time they are away from their assignments.

Transportation employees (bus drivers and bus attendants) shall be granted yearly sick leave allowance of ten (10) days and four (4) personal business days. Unused sick days shall be allowed to accumulate up to a maximum of 195 days for use as sick days. Employees scheduled to work for at least twenty-three (23) days during the extended summer program shall earn one (1) additional sick day. In the event that a summer program assignment is scheduled to include at least forty-six (46) days, the employee shall earn a total of two (2) additional sick days. It is the responsibility of each employee to be accountable for the number of sick days remaining for their usage during the current school year.

Paid Sick Leave: Leaves of absence with pay *charged against sick leave* shall be granted for:

1. Absence due to physical or mental illness, health condition, preventative care or accident of the employee.
2. Absence due to physical or mental illness, health condition, preventative care or disabling accident of the employee's spouse, children, parents, grandparents, grandchildren, or siblings.

Effective July 1, 2019, family member classifications will be interpreted consistent with the Michigan Paid Medical Leave Act, 2018 PA 369 ("PMLA") for paid sick leave. Therefore, the term "children" includes biological, adopted, foster and, step children, legal wards, and children to whom the employee stands *in loco parentis*. The term "parents" includes biological, foster, step, adoptive parents, legal guardians of the employee or the employee's spouse, or an individual who stood *in loco parentis* when the employee was a minor child. The term "sibling" includes a biological, foster or adopted sibling.

3. Absence because of unusual travel time required to attend a funeral.
4. Additional reasons that sick leave may be used pursuant to the PMLA include:
  - a) Closure of the employee's primary work place by order of a public health official due to a public health emergency;
  - b) Care of a child whose school or place of care has been closed by order of a public health official due to a public health emergency;
  - c) Exposure of the employee or family member to a communicable disease that would jeopardize the health of others as determined by public health authorities or a health care provider;
  - d) In domestic violence and sexual assault situations, employees may use paid sick leave for associated medical care, psychological or other counseling; receiving associated services from a victim services organization; associated relocation; obtaining associated legal services; participation in associated civil or criminal proceedings.
5. Absence to attend funeral services other than provided in item number 1, below.

6. Employees may choose to supplement worker's compensation and/or the employer's liability insurance payments with sick leave in order to be compensated by the employer at the employee's regular gross rate for the applicable absence period. In order to use sick leave for this purpose, the employee must turn in the worker's compensation or insurance claim check to payroll staff in a timely manner. The employee will receive regular gross pay reflecting the claim payment that is turned in and a prorated amount of sick leave from the employee's bank. When an employee's sick time is exhausted, the employee shall be placed on an unpaid leave of absence for up to one (1) year by the employer and will receive only the compensation provided by worker's compensation or the employer's liability insurance.

Should the employee choose not to use paid sick time in this manner, the employee will be placed on an unpaid leave of absence for up to one (1) year and receive only the compensation provided by worker's compensation or the Employer's liability insurance.

Failure to Report an Absence and Unexcused Absences: Paid sick leave is not available in instances when an employee fails to call in to report an absence as instructed and/or when an employee fails to report, barring extreme, documented emergency situations. Absences will also be unexcused if the employee fails to report after permission to take leave is denied. Failure to report an absence, failure to call in an absence, failure to report and unexcused absences are grounds for disciplinary action, separate from the process applicable to excessive use of sick leave, below, and separate from corrective actions taken for tardiness. Failure to call in an absence, failure to report to report to work, and unexcused absences, will be addressed as follows:

1 <sup>st</sup> Incident in the last 12 Months	Counseling Memo
2 <sup>d</sup> Incident in the last 12 Months	Written Reprimand
3 <sup>rd</sup> Incident in the last 12 Months	3 Day Suspension without Pay
4 <sup>th</sup> Incident in the last 12 Months	Termination of Employment

Other Paid Leave Days: Leaves of absence with pay not charged against sick leave shall be granted for:

1. Absence because of death in the immediate family not to exceed three days for each occurrence. Immediate family shall include employee's spouse, children, brothers, sisters, parents, stepparents, spouse's parents or parent surrogate, and grandparents of the employee or spouse.
2. Absence when called for jury duty or subpoenaed to testify in court for a District-related matter. Employees excused from jury duty should return to work for the remainder of the day. All checks received for jury duty (excluding mileage reimbursement) are to be turned into the Payroll Office for processing. In lieu of turning in the court's check, employees are encouraged to submit a copy of the court's documentation regarding payment for service and provide the Employer with a check in the amount of jury duty service payment.
3. Business matters up to four (4) days per year which cannot be scheduled outside the regular school day. Employees may be requested to certify in writing that their personal business cannot be taken care of outside the regular day, but may not be required to divulge the exact nature of the business unless they are used adjacent to a holiday or health leave. Unused business days shall be credited to and accumulate only for use as sick leave.

Leave Bank Accounting: For purposes of sick time bank and personal business time bank accounting in the employer's on-line record system, a partial day of absence will equal three hours of absence for either an A.M. or P.M. run, and a full day of absence (A.M. and P.M. run) will equal six hours of

absence. The mid-day run, if applicable, will not be accounted for in the sick time leave bank. Employees will be paid, however, their regular route time for absences, not to exceed eight (8) hours.

Leave Days Without Pay: Leaves *without pay* must be requested in writing and directed to the Human Resources Department. Requests should be made at least three weeks in advance or earlier if possible.

1. Employee requests for a leave of absence will be considered by the Board of Education on the circumstances related to each individual request.
2. Reasonable requests for leaves of absence (five working days or longer) without pay will be considered by the Board including but not limited to the following:
  - a. Medical/Maternity
  - b. Parental Leave
  - c. Medical
  - d. Illness in immediate family
  - e. Education
3. Every effort should be made to request leaves (time off without pay) for purposes other than those defined in 2 above during scheduled students' vacation periods.
4. Employees who are scheduled to work both the regular school year and the extended summer program may request unpaid leaves of absences during the extended summer program. Such requests will be considered by the Employer based on the circumstances related to each individual request, including, but not limited to, whether or not someone is available to replace the employee during the requested leave period.
5. The Employer will return an employee following a maternity and child care or medical leave of one year or less to a comparable (i.e., grade level attained at time of departure) position. The Employer will return an employee following other leaves, and leave extensions, to the first available position for which the employee is qualified. If the employee does not accept a position offered, the right to placement terminates. Placement under this provision shall not extend beyond one year from the date of release to return to work.
6. Any employee failing to return to work upon completion of a leave shall be deemed an automatic quit.
7. An employee on an unpaid leave of absence shall have such fringe benefits as are available, provided said employee reimburses the district for the cost of the benefits.
8. Employees may be required to present a physician's statement when returning to work from an illness or accident.

Documentation of Absences. Employees are *required* to document absences in the circumstances listed below. Examples of appropriate documentation include, as appropriate, medical verification that the employee was too ill to work, medical verification that the employee's family member needed the care of an adult, verification of a medical or other eligible appointment, printed funeral verification, etc.

1. Family and medical leave act qualifying absences (documentation will be timely submitted pursuant to the FMLA process.)
2. After an employee has three (3) or more undocumented, non-FMLA absences in a three month period, the employee is required to provide documentation to support the employee's absences for

the following six (6) months (documentation will be provided no later than the first day the employee returns to work.)

Documentation of absences is not required for absences arranged in advance for a mid-day run that do not disrupt the morning or afternoon runs, so long as those absences do not exceed four (4) in a month. Notice of such appointments should be provided as far in advance as possible to facilitate appropriate run coverage.

Excessive Use of Sick Leave. In the fall of each year, the Employer will review all employee paid and unpaid sick leave absences, excluding approved appointments during the mid-day runs as provided, above. Employees who exceed 10 non-FMLA absences in the previous year will be placed on an improvement plan for six months, requiring three or fewer non-FMLA absences during the six month review period; all absences must be documented.

- Failure to meet that standard in the first review period will result in a reprimand and a new six month review period.
- Failure to meet the required standard in the second review period will result in a three day suspension without pay and a new six month review period.
- Failure to meet the required standard in the third review period will result in a discharge.

Should the employee successfully meet the standard for a review period, but immediately fall back into a pattern of excessive absenteeism, the employee will be placed back in the review cycle at the next step following his/her successful review period.

### **FRINGE BENEFITS**

Fringe benefits are provided annually for all full-time personnel, six hours a day or more (see below). Effective February 1, 2010, personnel working *less than* full time will no longer be allowed to participate in the group health (medical) insurance plan, but may choose to participate in other benefit programs (vision, dental, LTD, life insurance, flexible spending or Section 403(b) retirement investment plan), using an employer contribution of up to \$200 per month (\$133.33 per pay/18 pay periods).

Insurance Plans: Parties agree to continue to discuss insurance during term of the agreement and may open bargaining on insurance if both parties mutually agree. Until such time as the parties agree otherwise, the Transportation Staff health insurance options, vision insurance and dental insurance will be the same plans offered to non-union Administrative staff.

Health plan participation is limited to those full-time employees who do not have comparable, employer-paid health insurance available from another source. If two JCISD employees are married and both are eligible for full-time employee benefit coverage, the Employer will pay for one health insurance policy (to the maximum premium cap allowed by law), one dental plan and one vision plan to cover the family. Both employees will be eligible for the applicable LTD and life insurance coverage. Additionally, the employer will provide the member of this bargaining unit who is covered by the employee's spouse's health insurance plan \$200/month as described in Plan II, below. Employer-paid group health insurance will be effective on the first of the month on or after the date the employee is hired. Employer-paid health insurance will terminate on the last day of the month during which the employee retires, resigns or is otherwise terminated. An employee on an extended leave of absence of up to one year may elect to reimburse the Board for the cost of continuing health insurance policies during the unpaid (non-FMLA) portion of that leave, in accordance with the terms of the policy. In the event that the employer continues to pay its premium share for an employee on an unpaid FMLA leave, and the employee does not return to work from the leave of absence for a reason other than continuation of the same health condition, the employee may be required to reimburse the

district for paying the employer portion of the health premium, as set forth in the Family and Medical Leave Act.

Effective as soon after ratification of the 2014-15 Agreement as the change can be implemented, the rider for elective abortion coverage will be removed from the Employer-paid health insurance plan.

Health Insurance - Full Family Benefits: Eligible employees may choose to participate in one of the following plans:

Plan I – PPO with \$1400/2800 deductible; and prescription drug co-pays no higher than \$10 for generic, \$40 for preferred brand name and \$80 for non-preferred brand name drugs. For the 2022 calendar year, the employee premium share for this plan is \$0.00/pay (18 pays) for employee-only, \$109.07/pay for two persons and \$90.42/pay for full family.

Plan II – HMO with no deductible: \$30 office visit co-pay, \$45 specialist office co-pay, \$50 urgent care co-pay; \$150 emergency room co-pay; prescription drug co-pays no higher than \$10 generic, \$40 for closed formulary brand name. For the 2022 calendar year, the employee is not required to contribute to the premium cost for employee-only coverage, and the employee premium share for this plan for 18 pays will be \$103.79/pay for two persons and \$83.83/pay for full family.

Plan III – Effective February 1, 2010, \$200 per month (\$133.33/pay for 18 pay periods) cash payment in lieu of health insurance. This cash payment may also be invested in the Section 403(b) retirement investment plan or any of the ISD flexible spending plans.

Effective June 1, 2010, newly hired drivers and attendants will be eligible for employer-paid health insurances ONLY for the employee. Effective January 1, 2020, employees with five (5) years or more of service in the bargaining unit will be eligible to enroll eligible family members in employer-paid health insurance during open enrollment, as described above. Effective January 1, 2015, employees who are not eligible for employer-paid family member health insurance coverage will be eligible to pay the additional cost to add eligible family members through a deduction from the employee’s pay. Effective January 1, 2023, drivers with one (1) year or more of service in the bargaining unit will be eligible to enroll eligible family members in employer-paid health insurance during open enrollment, as described above.

Dental Insurance - Full Family Benefits (effective 1/1/23):

Class I Benefits (preventive and restorative services)	100%
Class II Benefits (replacement services)	80%
Class III Benefits (orthodontic services to age 19)	80%

Maximum benefit per person:

Classes I, II and III - \$1,500/year  
Class IV – \$3000 lifetime/person

<u>Vision Insurance – Full Family Benefits:</u>	Out of Network	In Network
Complete vision Examination	\$44	No co-pay
Single Vision Lenses (each pair)	\$58	No co-pay
Bifocal Lenses (each pair)	\$81	No co-pay
Trifocal Lenses (each pair, includes standard		

Progressive)	\$101	No co-pay
Progressive, Premium	\$101	80% of diff. between standard & premium
Lenticular Lenses (each pair)	\$119	No co-pay
Contact Lenses (each pair)	\$156	\$156
Frames-Standard type	\$100	\$175
Vision Examination	Once every 12 months	
Frames	Once every 12 months	
Lenses	Once every 12 months	

Life Insurance:

\$22,500 term Life  
 \$37,500 additional if not electing to take health insurance

Long-term Disability Insurance:

66-2/3% of regular salary (maximum of 2080 hours per year)  
 90 calendar days modified fill  
 Freeze on offsets  
 Alcoholism/drug addition – 2 years  
 Mental/nervous same as any other illness – 2 years  
 Details of the benefit will be provided by the insurance carrier upon receipt of the enrollment application. Effective January 1, 2023, after a 90-day waiting period, the employee's premium share for health insurance will be waived for up to 24 months of LTD leave.

Employees should review the actual group insurance plan descriptions for more specific information regarding the various health plans.

Flexible Spending Plan: Beginning October 1, 2004, a Flexible Spending Plan will be made available to employees and will provide for medical reimbursement accounts and dependent care accounts into which employees may direct funds. The Employer will not make any contributions to this plan on behalf of employees.

Longevity Benefit: Bus drivers and bus attendants shall receive an annual longevity payment of an additional \$500.00 after 15 years or more of service, \$750 after 20 years or more of service, \$1,000 after 25 years or more of service, and \$1250 after 30 or more years of service. Half-time or part-time service shall be prorated for purposes of salary for longevity. For purposes of this section, any unpaid leave granted by the Board shall not be used to compute longevity benefits. However, all other years of service will be counted.

Beneficiary Policy: \$1,000 for the designated beneficiary of an employee upon the death of the employee. The benefit will be made available where the employee has health insurance coverage for which the Employer is contributing to the premium, and the employee is on a full-paid status or during a Family Medical Leave, whichever is longer. (For example, the benefit will be paid where an employee, who has no paid absence time, is absent on a twelve-week unpaid Family Medical Leave, maintains insurance coverage for which the Employer contributes to the premium, and passes away prior to the expiration of the leave. If this employee did not maintain insurance coverage during the leave, the benefit will not be paid. While on any absence that the employee is receiving pay, the school district is contributing to the premium, and the employee passes away, the benefit will be paid.)



Coats: New coats will be provided to employees every two years alternating between spring and winter coats. Coats were last purchased during 2020-21. The employer may offer employees a choice between a coat and a pair of boots. (Note: This is a taxable benefit.)

CDL Reimbursement. Upon receipt of appropriate documentation, the Employer will reimburse employees who are required to have and maintain a commercial driver's license for the cost. However, if the employee leaves employment within one year of such reimbursement, the employer may deduct a pro-rated share of that reimbursement from the employee's wages.

Voluntary Benefits: The Employer will make a variety of benefits available each year during open enrollment for employees to purchase, including dependent life and short term disability. Participation in these plans will be subject to meeting the terms applicable to each plan and agreement to pay for selected benefits through payroll deduction.

The Employer also sponsors a voluntary retirement savings plan ("VRSP") that employees may choose to participate in by enrolling and authorizing payroll deduction. The parties agree that employees should be encouraged to begin planning to have sufficient economic resources for retirement as early in their careers as possible. Beginning July 1, 2016, employees who participate in the Employer's retirement savings plan will be eligible for an Employer match for their contributions, which will be calculated twice per year based on employee contributions. The Employer match will be 100% of employee contributions during the fiscal year, up to a maximum Employer contribution of \$850 per year. Employees must be actively employed to receive the employer contribution match. Effective August 1, 2022, the Employer match will be deposited in the employee's active 403(b) plan only.

Employees hired on or after July 1, 2022 will be automatically enrolled in the VRSP 403(b) plan with a contribution of \$10.00 deducted from their salary/wages each payroll period, continuing until such time as the employee alters their enrollment or contribution status, which may be done prospectively at any time. Such enrollment changes may include discontinuation of their 403(b) plan, starting a 457 plan, and/or adjusting their contributions prospectively.

Employee Contributions for Benefits: If the employee enrolls in health insurance and/or voluntary benefit options requiring employee contributions, the Employer is authorized to deduct the employee's share of the benefit cost from the employee's wages. Although employee benefit share contributions are usually described based on 24 pay system, benefit deductions for this unit will be calculated and deducted based on the 18 pays during the regular school year.

Wellness Incentive. The employer will offer a wellness incentive plan for 2021-22 which will offer employees a \$100 stipend for employees who:

- (1) have had an annual physical examination between July and May,
- (2) have obtained the data to satisfy the "know your numbers" campaign between July and May,

and who also either:

- (3a) have participated in at least two wellness committee activities during the period of July through May, or
- (3b) have used a fitness center at least ten times over a three month period between July and May.

The district will publish guidelines for documenting eligibility for the incentive (consistent with HIPAA privacy rights), which shall be submitted no later than June 1 each year. Incentives will be paid on or about the last pay in June each year.

## MOVEMENT ON THE SALARY SCHEDULE

An employee will move through the steps on the salary schedule as follows: For Steps One through Three, the employee will gain one (1) year's credit for each year worked. For Step Four, the employee will have ten (10) years of service credit in the bargaining unit to qualify. However, progression on the schedule may be withheld for unsatisfactory performance as designated on the employee's evaluation form. An employee must work over one-half year to receive credit on the schedule. Step increases, if applicable, will be awarded beginning each new school year.

New employees are placed at the beginning step of the salary schedule.

## WAGES

Bus drivers and bus attendants shall be compensated for actual time worked. When a bus driver or bus attendant is receiving leave benefits, time will be charged for actual route time not to exceed 8 hours per day (i.e., morning, mid-day, or afternoon run).

Where it is known in advance that a bus attendant will substitute for a bus driver for more than 30 continuous work days, the bus attendant will be paid the first year driver's rate of pay from the first day. If it is not known in advance that the substitute assignment will be for more than 30 continuous work days, then the bus attendant will be paid the first year driver's rate of pay after the 30<sup>th</sup> work day in the continuous substitute assignment.

Employees working summer positions will be paid at their rate of pay for the position they are working for the summer. A bus driver working as an attendant as a summer assignment, who then substitutes as a driver, will be paid the employee's regular driver rate for the time spent as a substitute driver. A summer workday will consist of a minimum of four and one-half hours. (See Summer Assignments section, page 7, for details regarding summer assignment hours.)

### 2022-2023

Lasting through summer program that is part of the listed school year.

2.25% increase for steps 1-3.

<u>Step:</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4 (after 10 years)</u>
Bus Drivers	19.04	19.60	20.28	20.69
Bus Attendants	15.34	15.59	15.85	16.17
Attendant Subbing as a Driver	17.83			

### 2023-2024

Lasting through summer program that is part of the listed school year.

2.25% increase for all steps; additional 2% on Step 4.

<u>Step:</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4 (after 10 years)</u>
Bus Drivers	19.47	20.04	20.74	21.62
Bus Attendants	15.69	15.94	16.21	16.90
Attendant Subbing as a Driver	18.23			

[NOTE: The parties agree that the wages paid to non-bargaining unit temporary/substitute attendants and drivers are not addressed in this contract. The parties agree, however, that such non-

bargaining unit attendants and drivers will be paid a wage that is less than unit members who perform the same work.]

### **OVERTIME and COMPENSATORY TIME**

When conditions require, overtime may be scheduled by the supervisor. The supervisor should make every effort to allow ample time for projects to be completed within scheduled working hours. Others who might qualify for overtime should be considered and given the opportunity to do so. A request must be made by the staff member and approved by the immediate supervisor prior to working overtime. An overtime rate of one and one-half the employee's regular wage will be paid for authorized work in excess of 40 hours per week.

Effective July 1, 2010, overtime compensation will be based only on actual hours worked in excess of 40 during a week, not based on hours worked in excess of eight each day and not based on all hours compensated during a week. For example, paid sick leave or personal business leave will not count toward the 40 hour accrual necessary prior to earning overtime compensation for additional hours worked.

An employee who desires to accrue compensatory time, may do so by designating up to five (5) hours of work in any work week for accrual rather than being paid during the applicable payroll period, subject to the additional limitations described below. Employees may elect to use either straight time or overtime hours for this purpose; straight time hours will be accrued on an hour for hour basis and overtime hours will be accrued at the rate of one and one-half hours for each hour worked. An employee may accrue compensatory time hours up to a maximum of 40 hours at any time, but no employee may accrue and use more hours of overtime during a September through August year than is provided in the schedule, below. Use of compensatory leave time must be approved in advance by the supervisor, but requests will not be unreasonably denied. Employees are encouraged to use accrued compensatory time within 30 calendar days, but employees who are eligible to work the summer term may request approval to save it to be used during the summer term. Compensatory time may not be carried over to a new school year.

1 – 10 years of service	40 hours
More than 10 – 15 years of service	60 hours
More than 15 years of service	80 hours

Effective September 1, 2014, employees may also use accrued compensatory time as compensation on days or partial days an employee would have worked if the days were not school holidays and/or half-days for students. Requests to use accrued compensatory leave time to be paid on these days must be requested before timesheets for that pay period are due and must be for amounts that will not result in compensation that exceeds the employee's actual route time (up to eight (8) hours per day).

### **DURATION OF THE AGREEMENT**

- A. The effective dates of this agreement shall be July 1, 2022 through June 30, 2024. This agreement has been accepted by the Transportation employees and approved by the Board of Education.
- B. No other organizations may ask for exclusive bargaining rights during the fixed duration of this agreement.

- C. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this agreement.
- D. Savings Clause. If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination of its validity, the remainder of this agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the employer and the employee representatives shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.
- E. Emergency Financial Manager. An emergency financial manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate the collective bargaining agreement as provided in that act.

**Transportation Staff:**

**Jackson County Intermediate School District:**

\_\_\_\_\_  
Kimberly Krutsch, Employee Representative

\_\_\_\_\_  
David Salsbury, President, Board of Education

\_\_\_\_\_  
Terrie Rowley, Employee Representative

\_\_\_\_\_  
Kevin Oxley, Superintendent

\_\_\_\_\_  
Tamra Jones, Employee Representative

\_\_\_\_\_  
Maureen Keene, Director of Special Education

\_\_\_\_\_  
Shana Kuhn, Employee Representative

\_\_\_\_\_  
Catherine Brechtelsbauer, Director of Human Resources & Legal Services

\_\_\_\_\_  
Stacy Boley, Employee Representative

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Diane Adams, Employee Representative