COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BUCHANAN COMMUNITY SCHOOLS

and the

BUCHANAN COMMUNITY SCHOOLS TRANSPORTATION ASSOCIATION

For the period of July 1, 2024 through June 30, 2029
Ratified June 17, 2024
Amended July 20, 2026

Five-year contract with wage reopener in 2027
The parties agree they may reopen negotiations on compensation adjustments if Buchanan Community Schools transportation wages are in the bottom 50% compared to other Districts in the county.

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A. General

A1. Recognition

The Board of Education of Buchanan Community Schools (the "Board") recognizes the Buchanan Transportation Association (the "Association") as the exclusive bargaining representative of all the bus drivers and substitute bus drivers employed by the Buchanan Community Schools (the "School District"). School transportation vehicle drivers are excluded from this bargaining unit.

A2. Management Rights

The Board, on behalf of itself and the electors of the School District, reserves to itself all rights, powers, responsibilities, and duties conferred upon it by the laws and Constitutions of Michigan and the United States, including but not limited to the following:

A. To execute management and control of the School District and its properties;

B. To hire, to determine the qualification of and the conditions for continued employment of all personnel covered by this Contract;

C. To decide the means and methods for delivering services, including the rights of determining schedules, assignments, materials, and equipment;

D. To demote and discipline for cause or transfer or reassign personnel;

E. To adopt rules, regulations, or policies which, in its sole judgment, are reasonable and necessary for the efficient operation of the School District, consistent with established policies.

The exercise of the foregoing powers, rights, and duties shall be limited only by the express and specific terms of this Contract.

A3. Union Rights

A. The Association and its representatives shall have the right to use Employer buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Employer may make a reasonable charge therefore. No charge shall be made for use of instructional rooms before the commencement of the scheduled work day or after 6:00 p.m.

B. Duly-authorized representatives of the Union and its respective affiliates shall be permitted to transact official Union business on Employer property at all reasonable times, provided that this activity shall not interfere with or interrupt normal School District operations.

C. The Association as the exclusive representative of employees within the bargaining unit described in this Contract shall be the only employee organization of/or containing such employees that shall have the right to use and/or have access to Employer facilities and equipment, including other copy machines, computers, printers, and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The

Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

D. The Association shall have the exclusive right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each building or facility to which employees may be assigned. The Association may use the internal document delivery service of the Employer in accordance with Board policy, without U.S. Postage, and employee mailboxes for communication to employees.

E. The Employer agrees to furnish to the Union, in response to reasonable requests, all available information concerning its financial resources and expenditures, including but not limited to: Annual financial reports and audits; names, addresses, seniority, and experience credit of all employees; compensation paid thereto and educational background; all budgetary information and allocations, agendas, minutes, and non-confidential reports of or to all Employer Board meetings; census and membership data; and such other information as will assist the Union in developing intelligent, accurate, informed, and constructive programs or proposals on behalf of employees together with information which the Union may require to process any grievance or complaint.

F. The Employer shall grant the Association five (5) days of paid leave per year for use of its representatives to conduct Union business or participate in Association activities. On an “as used” basis, the District will invoice the Association for the MPSERS reimbursement cost for the union release time. The Association shall issue a reimbursement payment within 30 days of receipt of the District’s invoice.

A4. Employee Rights

A. **Personnel File:** Employees shall have the right to inspect their personnel file and to receive copies of items included in their file. They shall also have the right to enter written statements in regards to discipline or evaluations, and to request the inclusion of other documents.

B. **Just Cause:** No non-probationary bus driver or substitute bus driver shall be disciplined, demoted, or discharged except for just cause.

C. **Progressive Discipline:** Where appropriate, all discipline shall be applied progressively. Disciplinary action shall be in proportion to the seriousness of the violation. Under normal circumstances the disciplinary progression shall be as follows:

1. Verbal warning
2. Written warning
3. Suspension with or without pay
4. Discharge

These disciplinary steps may be repeated or skipped altogether, depending

on the seriousness of the offense.

D. **Non-Discrimination/Anti-Harassment:** The provisions of this Contract shall be applied in a manner which is not arbitrary, capricious, or discriminatory and without regard to race, religion, color, national origin, sex, or marital status.

Employees who violate this policy are subject to discipline in accordance with Board Policy.

E. **Protection of Employees:** The Board shall reimburse an employee up to five hundred ($500.00) dollars or equivalent to the employees personal insurance deductible (whichever is less) for any loss, damage, or destruction through vandalism, or accident of clothing or personal property used on the job of the employee, not covered by the employee's personal insurance when the employee is on duty in the school, or on work-related activity, provided that such loss, damage, or destruction of clothing or personal property was not caused by the individual employee's neglect or by violation of any Board policy or administrative guidelines.

Any case of assault upon an employee by a student or otherwise while at school or en route to or from such work or otherwise directly connected with school work shall be promptly reported to the Board or its designated representative.

The Board's administrative and supervisory personnel shall cooperate fully with law enforcement authorities in connection with the investigation and prosecution of any such offense. If court attendance is required of the employee in connection with the prosecution of any such offense, the employee shall suffer no loss of pay for the absence for such court attendance. The Board shall also reimburse the employee up to but not exceeding Fifteen Hundred and No/100 ($1,500.00) Dollars for legal fees incurred by the employee on obtaining a legal opinion as to their rights and obligations as a result of such assault. The reimbursement of the legal fee will be waived if the employee is at fault as determined by the Employer. This determination is subject to the grievance process.

F. **Equal Application:** The District shall apply all sections of this Contract to all employees in a fair and equal manner.

A5. Employee Evaluation

A. All monitoring or observation of the work of each employee shall be conducted in person and with full knowledge of the employee.

B. Employee evaluation shall include formal observation of employee work. Observations shall be for periods of time that accurately samples the employee’s work. Each observation shall be preceded by not less than forty-eight (48) hours’ notice. Each employee, upon their employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which they will be evaluated. The criteria shall be

established by an evaluation instrument agreed to by the Employer and the Association. Work outside of the employees normally assigned duties shall not be evaluated. The evaluator must affirm the accuracy of any information used to evaluate the employee by direct observation or other reasonable investigation. A written copy of the evaluation shall be given to the employee within ten (10) days of the evaluation. If the employee disagrees with the evaluation, they may submit a written response, which shall be attached to the file copy of the evaluation in question. If a supervisor believes a employee is doing unacceptable work, the reasons shall be set forth in specific terms, and shall identify the specific ways in which the employee is to improve, an appropriate time frame to effectuate remediation, and of the assistance to be given by the Employer for that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. The evaluator and employee shall sign the copy of the evaluation report prepared by the evaluator. In no case shall the employee's signature be construed to mean that they necessarily agree with the contents of the evaluation. All written evaluations are to be placed in the employee's personnel file.

C. At the completion of the probationary period, an evaluation of the employee's work shall be completed, following the procedures of this provision.

D. If an employee is not continued in employment, the Employer will advise the employee of the specific reasons therefore in writing with a copy to the Association.

E. All evaluations shall be completely finished by June 15th of each year.

A6. Grievance/Arbitration

A. **Definition:** A grievance shall be defined as a claim by any non-probationary employee, group of employees, or the Association that there has been a violation, misrepresentation, or misapplication of any provision of this Contract. This Contract shall supersede any Board rule, regulation, or practice which is contrary to or inconsistent with the Contract's terms, except for any matter which is a prohibited or illegal bargaining subject.

B. **Representation:** An employee may assert their right to present such grievance directly to the Employer and have it adjusted without the intervention of the Association provided that the adjustment is not inconsistent with this Contract and provided further that the Association is given opportunity to be present at such adjustment.

C. **Non-Grievable Issues:** The grievance procedure shall not apply to:

1. The discharge or discipline of any probationary employee;

2. Any provision of this Contract which contains an express exclusion from the Grievance Procedure.

D. **Contents:** All written grievances shall contain:

1. An identification of the grievant(s);
2. The date of the alleged violation;
3. The specific facts upon which the grievance is based;
4. The specific provision of the Contract alleged to have been violated;
5. The specific relief requested;
6. The date of the grievance;
7. The signature of the grievant(s).

E. **Informal Conference - Step 1:** The grievant and/or the grievant's representative shall confer with the immediate supervisor within five (5) work days of the alleged grievance with the objective of resolving the matter informally. For purposes of Article A6 (Grievance/Arbitration), the term "work days" shall mean days when school is held for in-District students. For any aspect of the grievance process between the last student day at the end of the school year and the first student day of the next school year, "work days" shall mean those days when the School District's main office is open.

F. **Formal - Step 2:** If the grievance is not satisfactorily resolved at the informal conference, the grievant shall, within five (5) work days of the informal conference, submit in writing the grievance to their immediate supervisor. The immediate supervisor shall respond in writing in five (5) work days.

G. **Formal - Step 3:** If the grievant is not satisfied with the disposition of the grievance at Step 2, the grievant may appeal, in writing, within five (5) work days to the Superintendent or designee. The Superintendent or designee shall respond, in writing, within ten (10) work days.

H. **Formal - Step 4:** The decision of the Superintendent or designee, if not acceptable to the grievant, may be appealed to mediation through the services of the Michigan Employment Relations Commission. Said appeal must occur within five (5) work days of the Superintendent's response.

I. **Formal - Step 5:** If the grievant is not satisfied with the disposition of the grievance at Step 4 the employee may appeal, in writing, within five (5) work days of receipt of the decision at Step 4 to the Board of Education. Upon receipt of such request, the Board may hold a hearing or may designate one or more of its members to hold a hearing. Such a hearing is to be held and a final determination submitted in writing to the grievant within forty (40) calendar days after its submission to the Board.

J. **Formal - Step 6:** The decision of the Board or the committee of the Board shall be appealable to binding arbitration. The arbitrator shall be mutually accepted by the parties. If none can be agreed upon, the Association may file a demand to arbitrate with the American Arbitration Association. The appeal to AAA shall occur within forty-five (45) calendar days from the date the Board decision is received.

. **1. Arbitrator Authority:** The arbitrator shall have no power to add to, subtract from or alter or delete the terms of this Contract; they may not

change any practice, policy, or rule that is not inconsistent with this Contract; and they shall have no authority to substitute their judgment for that of the Employer as to the reasonableness or necessity of any such practice, policy, or rule that does not violate this Contract. Further, the arbitrator shall have no authority to rule on the substance of a grievance which is a prohibited or illegal bargaining subject under the Public Employment Relations Act.

2. Arbitrator Decision: The decision of the arbitrator shall be final and binding on both parties so long as that decision is within the authority conferred on the arbitrator by this Contract. The arbitrator's actions and decision shall be consistent with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq. The costs of arbitration shall be paid by the losing party, except in cases of a split award in which case the costs shall be shared equally.

3. Back-Pay: The arbitrator shall have no authority to order retroactive back-pay beyond the grievance date and shall deduct from such back-pay an amount equal to any compensation the grievant may have received from other sources during the applicable time period.

4. Contract Expiration: Notwithstanding any other provision in this Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The Employer, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration. This provision is void if the Employer fails to bargain in good faith for a successor Agreement.

A7. Leaves of Absence

A. Duration and Reemployment: Except as required for uniformed services leave subject to the provisions of the Uniformed Services Employment and Reemployment Act, no leave of absence, whether paid or unpaid, may extend beyond one (1) calendar year except by mutual written agreement of the employee and the Board. If an employee fails to, or is unable to, resume active duties within one (1) year of the commencement of the leave, they may be permanently replaced, and they will then be placed on the recall list for one (1) additional year. If the employee is not recalled to active employment within one (1) year of being placed on the recall list, their seniority will be deemed broken and their employment will be terminated in accordance with Articles B3, B4.

B. Paid Leaves: The following absences may be taken without loss of pay:

1. Personal Business: Two (2) days per year to take care of personal business which is of such a nature that it cannot be scheduled during non-working hours. This leave shall not be allowed on days contiguous to holidays or before or after weekends contiguous to holidays. Personal business leave shall not be used for such activities

as recreation, personal illness, vacation, social functions, shopping, or seeking other employment. Personal Business days may be used to attend school functions. A written request shall be submitted to the employee's supervisor 48 hours in advance and approval shall be given so long as the requested leave is not used for purposes prohibited by this paragraph. The notification time limit may be waived in cases of emergency by the supervisor. Abuse or falsification of personal business leave is considered just cause for discipline, demotion, or discharge. Any unused personal days will roll into the employee's sick bank for the following year.

2. **Jury Duty:** Employees called for jury duty shall be excused from work and shall receive the difference between the jury duty stipend and their regular salary for each day of jury duty. An employee who reports for jury duty and is excused in time to work at least one-half (1/2) of their normal schedule shall report to work.

3. **Job-Related Court Appearance:** An employee who is required to appear for court proceedings related to their employment shall be paid for time spent at such proceedings or the job time lost, whichever is greater.

4. **Funeral/Bereavement Leave:** An employee may be allowed up to five (5) days off with pay in the event of death in the immediate family including spouse, parent (step parent), or child (step child). An employee may be allowed three (3) days with pay in the event of death of grandparent, parent-in-law, sister, brother, grandchild. An employee may be allowed one (1) day with pay in the event of death of sister-in law or brother-in-law. An additional two (2) days without loss of pay deductible from personal leave if such leave is available, sick days if available. If such leaves are not available the additional time will be without pay.

5. **Training and Workshops:** Employees may attend such training sessions, seminars, or workshops as the Employer, in its discretion, approves without loss of pay. Consistent with Board policy, employees shall be reimbursed their reasonable expenses for attending such training.

6. **Sick Days:**

   (a) In accordance with the Michigan Paid Medical Leave Act ("PMLA"), MCL 408.961, sick days shall be earned on the basis of one (1) day earned for each month worked with the first allocation on October 1 and the final allocation on July 1 for a total of ten (10) sick days per year if a full year is worked. Unused sick leave may roll over into the next each year with a maximum accumulation of sixty (60) days. Any amount over sixty (60) days will be eliminated. Upon the employee's retirement, provided that the employee has

been employed by the District for the last ten (10) years, any unused sick days shall be paid at fifty percent (50%) of the employee's hourly rate multiplied by the average daily regular route hours, not to exceed eight (8) hours. This amount shall be paid in a lump sum total to the employee, no later than two (2) payroll periods after the employee's retirement date from employment with the District.

Employees who are absent and who have no accumulated sick time shall not be paid for those days absent. Proven abuse of sick time or unreasonable use of time-off without pay shall subject an employee to appropriate discipline.

In accordance with the PMLA, eligible non-exempt (i.e., hourly) employee may use paid leave for any of the following for the employee or family member:

(a) Mental or physical illness, injury or health condition, including related medical diagnosis, care, treatment, or preventative medical care.

(b) For a victim of domestic violence or sexual assault, any related medical care or counseling; victim services or legal services; judicial proceedings, or relocation.

(c) For closure of the employee's primary workplace by order of a public official; for an employee's need to care for a child whose school or place of care has been closed by order of an public official; or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease.

A family member includes a child, parent, spouse, grandparent, grandchild, or sibling as defined by the PMLA. The interpretation of this provision shall be consistent with the PMLA and shall not provide greater benefits than allowed by law.

(b) In the event an eligible employee becomes ill on either the day prior to or the day following a holiday, a written physician's statement to the immediate supervisor may be required verifying the illness for the employee to be eligible for that holiday pay.

(c) When a sick day or personal day falls on a suspended school day, the sick day or personal day will not be deducted from the employee.

C. Unpaid Leaves:

1. Short-Term Leaves: Employees will be granted unpaid leaves of absence for a period not to exceed thirty (30) work days for the

reasons listed below; which, shall continue to accrue during a short term leave and the Employer's contribution toward insurance shall continue during such periods of absence.

(a) **Personal Illness:** Necessary absence due to personal illness or disability including disability associated with the employee's pregnancy or childbirth.

(b) **Medical Treatment:** Physical examinations, medical, dental, or other health treatments which cannot be scheduled outside of the employee's normal scheduled work hours.

(c) **Family Illness:** Two (2) days per year to arrange for the care of a member of the employee's household who is ill or undergoing surgery. This leave shall also apply to the parent of an employee when the employee has primary responsibility for their care even though the parent may not be a member of the employee's household.

(d) **Court-Ordered Appearance - Not Job-Related:** Leave for court ordered appearance, not job related, shall be considered an excused absence, provided that the affected employee provides proof of such court ordered appearance.

(e) **Other Personal Leave:** An employee may apply for other short-term personal leave without pay. Such leave shall be granted only at the discretion of the Business Manager and the immediate Supervisor. If an extension is granted, it must be applied for using the same process.

An employee may be required to submit to a physical or mental examination by a qualified licensed physician at the Board's expense, to submit a doctor's statement verifying illness at the Board's expense, or to submit a doctor's statement verifying the employee has sufficiently recovered from illness or injury to resume their duties.

2. **Extended Leaves:** Employees may be granted an extended unpaid leaves of absence for periods in excess of thirty (30) days. Seniority shall not accrue during such extended leave, but seniority accumulated at the start of the leave shall be retained by the employee. The Board's obligation toward insurance premiums shall cease at the end of the month in which the leave commences and will resume at the beginning of the month following the end of the leave. The employee shall be eligible for continued insurance coverage during the leave pursuant to the provisions of COBRA. Whenever possible, leave requests shall be submitted to the Employer not less than thirty (30) days before the commencement of the requested leave. All leave requests and leave authorizations shall be in writing

and each leave must have a beginning and ending date. Employees shall notify the Employer of their intent to return not less than two (2) calendar weeks before the leave's expiration.

(a) **Child Care Leave:** An employee may request a leave not to exceed six (6) months to provide care for a newborn or newly-adopted child.

(b) **Uniformed Services Leave:** An employee who enters the uniformed services shall be granted a leave of absence for that period and, at the conclusion of such leave of absence, shall be reinstated in accordance with all applicable provisions of the Uniformed Services Employment and Reemployment Act or other applicable law then in effect.

(c) **Extended Personal Leave:** Employees may apply for up to six (6) months leave without pay. Such leave shall be granted only at the discretion of the Business Manager and the immediate Supervisor. If an extension is requested, it must be applied for using same process.

3. **Reemployment Before End of Leave:** Reemployment before the end of a leave of absence shall be at the discretion of the Employer.

A8. Maintenance of Standards

This Contract shall supersede and have precedence over any rules, regulations, or practices of the Employer which are contrary to or inconsistent with its express terms.

All terms and conditions of employment, including wages, hours of work, extra compensation for duties outside regular hours, relief periods, leaves, and general employment condition of all employees, shall be maintained at the time this Contract is signed. However, the Board may change, alter, modify its methods of operation, direction, and supervision of the work force, policies and practices, so long as such change, alteration, or modification does not violate the express terms of this Contract.

A9. Retirement

A. **School Employees Retirement Fund**: The Board will contribute its legally required amount to the Michigan Public School Employees Retirement Fund.

A10. Wages

Employees shall be compensated according to the schedule set forth in Appendix A.

A11. Insurance

Employees shall be eligible for the insurance coverages set forth in Appendix B.

A12. Safety

The Employer shall make reasonable provisions for the health and safety of its employees during the hours of their employment**.** The Employer will cooperate with the Association in investigating health and safety conditions and will carefully consider any recommendations made by the Association. The Association will cooperate in assisting and maintaining the Employer's rules regarding health and safety.

B. Bus Drivers

B1. Definitions

A. Bus Driver: A regular full-time driver is one assigned the same AM and PM routes daily and/or works at least 30 hours per week (not including special trip hours). For a driver hired with all required credentials, they will be eligible for all benefits under this Contract after the thirty (30) calendar day probationary period. All drivers hired without credentials are eligible for all benefits under this Contract after the ninety (90) calendar day probationary period. During the ninety (90) calendar day or thirty (30) calendar day probationary period, the bus driver may be disciplined or discharged with or without cause in the sole judgment of the employer. Probationary periods may be extended by the immediate supervisor if deemed necessary via documentation.

B. Substitute Bus Driver: A substitute bus driver is one who is not assigned to a regular bus route and who may be called from time to time to provide services at the Employer’s sole discretion. The substitute bus driver must adhere to all qualifications and expectations of a bus driver. For a sub driver hired *with* all required credentials, they will be eligible for all benefits under this Contract after the thirty (30) calendar day probationary period. All sub drivers hired *without* credentials are eligible for all sub driver benefits under this Contract after the ninety (90) calendar day probationary period. During the ninety (90) calendar day or thirty (30) calendar day probationary period, the sub bus driver may be disciplined or discharged with or without cause in the sole judgment of the employer. Probationary periods may be extended by the immediate supervisor if deemed necessary via documentation. A substitute bus driver may take trips only after bus drivers have exhausted the rotation process. Trips are not part of the regular benefits for substitute drivers. Substitute bus drivers temporarily assigned a regular bus route or temporary route are eligible for holidays and suspended school days under this contract after five (5) days working the assigned route(s). The holidays and suspended school days benefit will end once the substitute bus driver is no longer assigned a regular route.

B2. Qualifications

A. Applications: All applications for the positions of bus driver or substitute bus drivers shall be made with the immediate supervisor.

B. **Licensure:** A license valid for the transportation of students under the Michigan Pupil Transportation Act will be paid for by the Board if obtained or renewed while employed as a bus driver or substitute driver of the School District. Reimbursement checks shall be delivered to driver school mailboxes within fourteen (14) school business days of Business Office receipt of the bill and supervisor approved reimbursement form.

C. **Physical Examinations:**

1. Physical examinations are required by Michigan law and shall therefore be accomplished in a manner consistent with the way the State enforces the law's application.

2. The Board may select physicians in the community certified by the Michigan Department of Transportation to conduct statutorily-mandated certification examinations at the Board's expense.

3. The Board will arrange for direct billing to the School District for all expenses for physical examinations or will promptly reimburse employees within fourteen (14) school business days of receipt of the bill and supervisor approved reimbursement form if a direct billing to the School District cannot be arranged.

D. **Reports:** Bus drivers must be able to prepare routine bus reports that are required by the immediate supervisor and must pass all State required examinations.

E. **Qualifications:** Drivers must possess satisfactory patience, judgment, tolerance, and other characteristics necessary to the effective control of bus passengers as determined by the immediate supervisor.

B3. Seniority

A. **Seniority Defined:** Seniority shall be defined as the continuous length of service within the School District as a employee. Seniority shall accrue from the starting date of employment as a bus driver or substitute bus driver, but shall not accrue during periods of unpaid leave in accordance with Section A7.C. (Unpaid Leave) of this Contract. If more than one (1) employee has the same starting date, position of the seniority shall be determined by drawing lots.

Each employee shall accumulate seniority rights in the categories of bus driver and/or substitute bus driver.

B. **Loss of Seniority:** Seniority shall be lost for the following reasons:

1. The employee quits;

2. The employee does not report to work on callback within five (5) work days after being notified by registered mail, exceptions being extenuating circumstances which are to be detailed by the employee to the immediate supervisor;

3. The employee is discharged for cause;

4. The employee is on layoff or leave of absence for two (2) calendar years in accordance with Section A7.A.

C. Substitute Seniority: Substitute bus drivers will begin to accrue substitute seniority after probationary time has been met. The School District shall employ such substitute drivers in the next bus driver vacancy on a seniority basis.

D. Credit/Seniority for Part-Time/Substitute/Temporary Work: Bus drivers who accept a part-time or active substitute bus driver position because of a work reduction, program elimination, or lay-off shall maintain their seniority and recall rights for as long as they continue to work for the School District. Bus drivers accepting regular part-time or active substitute positions will continue to appear on substitute bus driver rosters and shall receive all benefits provided for that position set forth in this Contract.

Bus drivers accepting regular part-time or active substitute bus driver positions will accrue substitute seniority. They shall be the first to be offered temporary work in their classification.

E. Seniority During Leave: Bus drivers who are granted voluntary leave or lay-off will be credited seniority for any days worked in their qualified Job Category(s) if requested to do so by the School District. All provisions set forth in Section A7 of this Contract shall apply. These persons will not appear on bus driver or substitute bus driver rosters until such time as they return to work.

B4. Assignment Modification/Route Bidding/Bumping

A. Vacancy Defined: A vacancy shall be defined as an opening in any bargaining unit position which has been created by a new position, death, resignation, termination, transfer, retirement, or leave of absence if the leave is for a time period in excess of one (1) year. If leave is for less than a year, vacancy shall be filled with a substitute bus driver via substitute seniority.

B. Filling Vacancies: No later than ten (10) work days after a vacancy occurs in a bus driver's position, the position vacancy shall be posted for bid for a period of five (5) work days. Any bus driver or substitute bus driver may bid on the vacancy by signing the posting. The position will be awarded to the most senior bus driver who applies, or if no bus driver applies, to the most senior substitute bus driver. The employee who is awarded the position may bump back to their previous position within three (3) work days of beginning the new position. If the successful bidder bumps back, the position will be awarded to the next most senior bus driver who signed the original posting. Each successful bidder will have the same bump back rights.

If the vacancy occurs during a normal school break, employees shall be notified via email.

C. **Bumping:** If a bus driver's regular route assignment is altered so as to cause a loss of four (4) scheduled hours per week the affected driver may bump on to any route occupied by any less senior driver. Any driver who is bumped may in turn bump on to the assignment of any less senior. The assignment changes will become effective only at the end of the bumping process. The bumping process shall be completed within thirty (30) days of the initial bump.

D. **Summer Work:**

1. All regular daily routine summer bus routes shall be annually put up for bid and awarded in accordance with seniority. (If the opening is for six (6) weeks the assignment is for six (6) weeks and will not be shared among drivers, unless no one bids on the summer route as established.)

2. Summer trips will be assigned by extending the trip sheet from the regular school year.

E. **Temporary Assignment:** A bus driver who is temporarily placed in an assignment other than their regular route will be paid for their normal hours of their regular route, at their normal rate, or their actual number of hours worked at their normal rate, whichever is greater.

F. **Route Schedule/Time Conflict:** When a change in the school day or school year schedule (i.e., split sessions, extended calendar, addition or changes in special programs/students) occurs, temporarily preventing the bus driver, whose route would normally transport those students, from doing so, an available bus driver shall be offered that portion of the route creating the conflict, until scheduling again allows for it to be included.

If a bus driver is not available, such driving shall be offered according to seniority, to those substitute bus drivers available to transport.

If such changes are of a more permanent nature and cannot foreseeably be included in the route where they would normally occur, bus drivers who are available shall be assigned taking both seniority and equalization of hours into consideration. This would not prevent the inclusion of this driving time from returning to the bus driver who would normally be assigned, if scheduling became possible.

B5. Layoff and Recall

A. **Layoff Procedure:** If the Employer determines that layoffs are necessary, drivers will be laid off according to lowest seniority and recalled in reverse order. Laid off drivers may choose to be placed on the substitute driver list in accordance with their seniority. In no event shall a non-probationary employee be laid off if there is a probationary employee working as a driver.

B. **Temporary Work:** Employees shall not be required to accept temporary or part-time work in order to retain their seniority.

C. **Layoff Notice:** The Employer agrees to give two (2) weeks' notice of layoff

except in unforeseen emergencies beyond the control of the Board.

B6. Hours of Work

A. Minimum Pay: Each time a driver makes a regular daily trip, one (1) hour minimum time out will be paid.

B. Regular Rate of Pay: Bus drivers shall be compensated at their regular rate of pay for each hour of route preparation service.

C. Overtime: All employees shall be paid one and one-half (1½) times their regular rate of pay for all hours worked in excess of eight (8) hours in one (1) day or 24-hour period.

If the number of employees volunteering for overtime or available to work overtime, as provided above is insufficient, the Employer may assign qualified employees to work such overtime provided such work is of an emergency nature (interruption of school function or facilities) and cannot be postponed. Time and one-half shall be paid for all hours worked in excess of forty (40) hours in any one week and for Saturday, unless Saturday, is part of the regularly-scheduled work week.

Double time shall be paid for all hours worked on Sunday or Holidays outside of the employee's regular schedule.

D. Inspections and Cleaning: Each driver will be paid for fifteen (15) minutes for pre-trip inspections, fifteen (15) minutes for fueling, one (1) hour per week for exterior wash, and three (3) hours maximum paid for cleaning at the end of the year. Everyday cleaning should be maintained and can be accomplished during “down” time between routes, from which the driver is already compensated.

B7. Trip Assignment

A. Notice and Assignment:

1. Notification: Each driver will be furnished with a two (2) week trip list on or before the Friday prior to the trip bid meeting. Any bus driver unable to make a bid meeting due to driving or approved absence and wishes to take a specific trip, is responsible for turning in their choices to another driver or supervisor prior to the bidding. If no attempt has been made by the bus driver, that bus driver will be skipped for the bid week, unless trips come in later and the bus driver is up in rotation.

Assignment: Trips that are scheduled after the Monday morning meeting must follow the trip rotation.

All trips prior to the beginning of the school year shall be emailed to the bus driver’s school email on the Monday one (1) week prior to the first trip. Drivers will email the immediate supervisor their pick of trips in order of preference no later than Wednesday 5pm. Drivers will be notified Thursday of trips awarded. All trips there after will be assigned

at the regular bi-weekly meeting. For the first 5 days of each school year, drivers will not be allowed to take trips that would interfere with their regular run. If the trip is close enough for a sub to drop and the driver goes after their route, then they may bid on the trip. Otherwise, a sub will be assigned.

Trip assigned shall include Specific Destination; Group/Class, Sport Teacher/Coach, or Supervisor; number of persons to be transported; pick-up point; estimated return time if available; and specific leave time.

"Drop off and Drop and Return" Trips: "Drop and Return" trips shall be defined as a trip in which the coaches, and/or adult chaperones and students will be taken to their location and dropped. The coach and/or chaperone is responsible for removing all equipment and belongings from the bus. The driver will return at the designated time and location. This type of trip will be limited to trips for academic, athletic, and indoor events only with an anticipated length of five (5) hours or more.

"Drop-Off Only" trips shall be defined as trips whereas the coaches and/or adult chaperones and students are taken to a location and left. This designation of "Drop-Off Only" must be made at the time of the assignment. Coaches shall be informed prior to each trip that the bus *Will Not* be staying or returning. The coach is responsible for removing all equipment and belongings from the bus. A bid sheet for drop-offs only will be provided and if a regular route driver elects to bid, they must secure a sub for their regular route prior to the bid meeting. A list of drivers will be available in the transportation office.

2. **Lists:** The District will maintain a seniority-based list of bus drivers who will be contacted for trips.

   Example: Extra trip assignments begin with the most senior bus driver. If there are four (4) extra trips, then bus drivers #1, 2, 3, and 4 are assigned to the extra trips. The next week, driver #5 receives the first extra trip assignment, and the extra trip assignments continue until the seniority list is complete. The list then rotates back to the most senior bus driver for assignment. A bus driver who does not accept an assigned extra trip at the driver's rotation point on the seniority list will not have an extra trip assignment until their next rotation. A bus driver who turns back four (4) assigned extra trips in a school year is not eligible for any other extra trips for the remainder of that school year. Bus drivers may submit in writing to the immediate supervisor that they wish to be removed from the trip bid list at any time. The request will remain in effect for the remainder of the school year in which the written notice was submitted or until the request is

revoked by the driver. Trips will be assigned by seniority until all bus drivers have been assigned a trip.

3. **Refusal:** When a bus driver takes one (1) whole day off, that driver will not be allowed to come to work for the sole purpose to take a trip. However, if no other bus driver is available, the immediate supervisor may call upon this driver to take the trip.

4. **Trips:** Substitute drivers will be offered trips after all bus drivers have refused remaining trips to be filled.

5. **Chaperones:** It should be the responsibility of the School District administration to fully inform all adult chaperones, including extra duty personnel, of the rules and regulations of the buses and the responsibility of the chaperones.

6. **Late Returns:** Any driver whose check-out time for a special trip is after 11:30 p.m. shall notify the bus supervisor no later than 11:30 p.m. that the driver wishes the option of not driving their a.m. run the following day. The driver will not be paid for the time-off as a result of exercising this option.

7. **Rescheduled Trip:** If a trip is canceled then rescheduled, the driver originally assigned to the trip has the first option to keep the trip. If the driver is already on a trip or has a conflict with the new date, the trip will be filled immediately with the normal rotation, i.e., whomever bid last is next up. If the original trip is changed by more than two (2) hours, the bid driver has the right to refuse the adjusted trip without being charged with a turn back.

B. **Canceled Trips:** If a driver is not notified at last one (1) hour in advance of a cancellation of a trip, such driver shall receive one (1) hour of pay at the trip rate. However, if the driver reports for the assignment and is told while enroute the trip is canceled, they shall be paid the amount of two (2) hours if during the week or three (3) hours on a weekend, holiday or school break at the trip rate.

B8. Training and Workshops

A. **Pay:** All drivers required to attend training, for purposes other than recertification, will be paid at their regular duty rate for hours worked. Any employee requested to assist in training shall be paid at their regular duty rate for all such hours.

B. **Mandatory Training:** The Board may require its drivers to attend training sessions as required by the District or the State.

C. **New Hire:** Newly-hired personnel shall be paid for all training and the District will pay the associated costs for such training. Newly-hired personnel who resign their employment from the District before the 1-year anniversary hire date shall reimburse the District for the following costs expended on their

behalf: DOT physical, DOT license, beginning bus driver school, continuing education and Road Test.

D. **Mileage:** For purposes of attendance at a training function, the driver of a personal vehicle shall be paid mileage. Reimbursement checks shall be delivered to driver school mailboxes within fourteen (14) school business days of Business Office receipt of supervisor approved reimbursement form.

E. **Expense Reimbursement:** Compensation for meals, lodging, and travel, for each work day, shall be paid if the employee leaves the District for training at the District's request. Reimbursement checks shall be delivered to driver school mailboxes within fourteen (14) school business days of Business Office receipt of supervisor approved reimbursement form.

B9. Working Conditions

A. Faulty Equipment

1. It shall be the responsibility of each driver to report faulty equipment to the immediate supervisor. Should the driver who reported such equipment find it has not been repaired in a reasonable length of time, they should submit a written report following the Buchanan Community Schools Chain of Command; however, in all cases, the immediate supervisor will determine whether a bus is in operating condition, not the driver. Drivers may refuse to drive a specific bus on the basis of safety without placing their employment or seniority in jeopardy. Specific reason(s) must be given.

2. The District assumes the responsibility of clearly marking all buses called out of service so drivers are immediately aware which buses are not available for student transportation.

3. It shall be the responsibility of the Employer to notify and make training available to all employees regarding new statutory requirements applicable to their job duties, with adequate lead time, so as to prevent employees acting in violation of the law and /or causing the employees to lose employment advantage.

4. Management reserves the right to determine, under severe weather conditions, if the District buses should operate or not. However, once students have loaded the bus, the driver, keeping safety in mind shall have the authority to determine if the bus should continue. If weather or road conditions are extremely dangerous, the driver shall immediately, if possible, inform the Supervisor or Superintendent’s office of stoppage, and shall file a written report within Forty-Eight (48) Hours of completion of the route, if requested to do so.

B. **Pre-Trip Inspection Procedures:** If the procedures for conducting pre-trip inspections are substantially altered, the parties will meet and confer about the appropriate methods or means to accomplish such new duties consistent with the health and safety provisions in accordance with this Contract.

C. **Housing Buses:** Drivers who live in the district and have adequate space may take their buses home with the immediate supervisor's approval. Drivers who live outside the district will park their buses at the bus facilities.

D. **Bus Aides:**

1. Bus routes solely dedicated to transportation of special education students will be provided with an aide, if required by a student's IEP.

2. Where a driver transports a student: (1) whose IEP has resulted in the assignment of an aide during the instructional day, and (2) who has demonstrated behavioral or medical problems related to their disability while being transported on a school bus, the driver may submit a written detailed report or recommendation to the Employer concerning such student.

If any driver is complained against or sued as a result of any reasonable action (as defined by a court of law), and taken by the driver while in the scope of their employment with the District, the Board shall provide legal counsel and render all necessary assistance to the driver in their defense when requested in writing by the driver. If a final decision issued a court or administrative agency indicates the driver's liability for this action, all costs of assistance rendered pursuant to this paragraph and not covered by the insurance carrier shall be reimbursed to the District by the driver.

3. It shall be the sole responsibility of the District to provide Bus Aides, as needed, and to provide needed training and District and State guidelines for Pupil Transportation, as well as District needs and expectations of Bus Aides to assist in safe student transportation, loading and unloading.

E. **Medically Fragile**

1. If employees are required to administer medications, perform procedures, or provide health-related services to a student which requires specialized medical training, the District shall provide:

(a) appropriate training to affected employees, provided the District does not expect the driver to provide services that would require a health care professional, as determined by the State of Michigan;

(b) the employee with written instructions as to the procedure;

(c) the name and telephone number of person, parent or physician, that can be contacted for assistance. The District acknowledges that the contact of these persons may be affected by the means available to the driver such as, being out of radio or cellular phone range, as well as the immediate responsibilities to the students and safety.

The driver will do everything possible to comply with these guidelines and special needs, provided that they are not asked to go beyond their job description. The driver's first concern is to provide safe transportation for the majority of students.

F. **Safety:** The Employer shall make reasonable provisions for the health and safety of all employees during the hours of their employment. The Employer agrees to provide all drivers with access to the building, private restroom facilities, parking lot, and further, shall provide a lighted area for parking and entrance to above facilities.

B10. Compensation

A. **Layover Time:** It is expected that drivers shall be available to the chaperones or in attendance with their buses for any time that is counted for pay. Drivers will be reimbursed up to $10 per meal with one (1) meal included if the trip is three (3) to seven (7) hours, two (2) meals if the trip is eight (8) to eleven (11) hours, and three (3) meals if the trip is over twelve (12) hours. Reimbursement checks shall be delivered to driver school mailboxes within fourteen (14) school business days of Business Office receipt of supervisor approved reimbursement form. Layover time on trips requiring overnight accommodations shall be allowed for all hours not designated as duty-time. (For overnight trips a minimum of eight (8) hours including layover and driving time shall be paid.) Meals and accommodations will be provided at a level consistent with the meals and accommodations of the group transported. Drivers will be reimbursed for any out-of-pocket expenses incurred on special trips providing that such expense is trip-related, e.g., parking fees, tolls, repairs

Drivers will also be reimbursed for meals in the following instances and consistent with Board Policy:

- Notification for the trip occurs on the same day as the trip occurs
- Trip times are modified at such short notice as to not allow the driver assigned time to avail themselves of a meal as they had planned
- The group transported will be eating at an assigned time and place, providing the driver accompanies the group for the purpose of eating;
- If the driver has two or more trips in the same day, the driver will be expected to provide the first meal, unless one of the above conditions exist, the second meal will be reimbursed.

In all instances the driver must provide proof of payment.

B. **Holiday Pay:**

1. Bus drivers and substitute bus drivers must work their last scheduled workday before the holiday and the next scheduled work day following

the holiday, unless the driver is on approved leave. Bus drivers and substitute bus drivers who are on leave and qualifying for long-term disability benefits will not receive holiday pay during that disability benefit period.

When paid holidays fall on Saturday, Friday shall be considered the holiday. When paid holidays fall on Sunday, Monday shall be considered the holiday.

- Friday before Labor Day
- Labor Day
- Thanksgiving Day and day following
- Christmas Day and the day before
- New Year's Day and the day before or following
- Dr. Martin Luther King, Jr. Day (if school is not in session)
- Presidents Day (if school is not in session)
- Memorial Day

C. Death/Retirement Pay

Upon retirement or death, all accumulated sick days, will be paid at a reduced rate of 50% of their regular rate of pay. Any unused personal business days shall be paid to the employee or their survivor, at their regular rate of pay, in accordance with Appendix A in this Contract.

D. Perfect Attendance Bonus

At the end of the school year, drivers are eligible for a perfect attendance bonus of $300.

B11. Suspended School Days

A. Definition: Instructional days which are canceled due to the inclement weather or other factors beyond the control of the District. "Snow Days", "Act of God" days, ice, flood, tornado, causing a temporary closing of school by the Administration.

1. Employees shall be paid their regular work day hours for the number of days scheduled as snow days, per the school calendar, for the year.

2. Employees shall not be required to report for duty on such days and will lose no compensation for the number of snow days, allowed by the school calendar for the year.

3. Bus drivers and substitute bus drivers who are scheduled to drive on that day shall receive compensation equal to the number of hours they are schedule to drive. Drivers shall be paid for no more than the number of suspended school days that the District does not require to be made up at the end of the year.

4. Drivers reporting to work on unpaid instructional days and/or 2 hour delay days, which have been canceled due to inclement weather or other factors, for the reason of not being informed of the cancellation prior to leaving their home for work, shall be compensated one (1) hour of their regular rate of pay or actual working time, whichever is greater. This pay is in addition to the drivers full suspended school day pay.

Duration: This amended Contract shall become effective July 20, 2026, and shall continue in full force and effect thereafter up to and including June 30, 2029. An emergency manager appointed under the Local Financial Stability and Choice Act has the authority to reject, modify, or terminate this Contract as provided in that Act.

Buchanan Community Schools
Board of Education

Dated: July 20, 2026

Kelly L. Kaesch

Buchanan Transportation Association

Dated: July 21, 2026

APPENDIX A - WAGES
(Effective July 1, 2024)

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Probationary Period	$20/hr.	$20/hr.	$20/hr.	$20/hr.	$20/hr.
Remaining 1st Year Drivers (after probationary period)	$21.20/hr.	$21.20/hr.	$21.20/hr.	$21.20/hr.	$21.20/hr.
Bus Drivers & Substitute Bus Drivers	$21.50/hr.	$22.05/hr.	$22.60/hr.	$23.15/hr.	$23.75/hr.
Trips Flat Rate for All Drivers	$17.00/hr.	$17.00/hr.	$17.00/hr.	$17.00/hr.	$17.00/hr.

Longevity:
5-9 years: $750
10-15 years: $1,000
16-20 years: $1,250
21+ years: $1,500

Longevity will be paid each year on the last pay of the fiscal year.

APPENDIX B - INSURANCE PROTECTION

A. The insurance benefit year shall be July 1 - June 30.

B. For the 2017-2018 school year only, the Association shall identify its preferred insurance carrier and coverage, and shall advise the Board of the insurance carrier and coverages selected for each medical benefit plan coverage year at least seventy-five (75) days before the beginning of the medical benefit plan coverage year. The medical benefit plan identified by the Association shall comply with the Patient Protection and Affordable Care Act (PPACA), the IRS Code, and the Publicly Funded Health Insurance Contribution Act as amended, including any requirements necessary to avoid taxes, fees, or penalties.

Thereafter, the District Employee Insurance Committee (which includes a representative from the Buchanan Transportation Association) shall identify the insurance carrier(s) and coverage plan(s) available to District employees and shall advise the Association of the insurance option(s) at least seventy-five (75) days before the beginning of the medical benefit plan coverage year. The medical benefit plan identified by the District Employee Insurance Committee shall comply with the

Patient Protection and Affordable Care Act (PPACA), the IRS Code, and the Publicly Funded Health Insurance Contribution Act as amended, including any requirements necessary to avoid taxes, fees, or penalties.

C. The Board shall contribute to each eligible employee a pro-rated monthly premium payment in an amount not to exceed the full statutory single coverage insurance "hard cap" under the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The number of employees for whom the District shall make its monthly contribution payment shall be based on the insurance carrier's billing.

D. For all individuals currently employed, insurance benefits allowed shall not be terminated before September 1 for an individual leaving the District's employment after June 1 of the same school year, so long as the person pays their portion of the medical benefit plan costs. The Board's contribution shall cease for any individual whose employment ceases before June 1 or who goes on an unpaid leave of absence, other than a leave of absence under the Family and Medical Leave Act. Individuals shall be responsible for ensuring that the Board is reimbursed for any pro-rated portion of its HRA contributions attributable to that portion of the medical benefit plan coverage year remaining when the individual leaves active employment with the District, except where the leave is related to the Family and Medical Leave Act. E. If, in any insurance benefit year, the monthly insurance premium exceeds the Board's contribution, any additional amounts shall be payroll deducted, or if wages are not available for payroll deduction, shall be paid directly by the employee before the 1st of the month in which the premium payment is due.

F. The Board will provide a Section 125 Plan that complies with the IRS Code.

G. For those employees opting to take cash in lieu of insurance rather than the medical benefit plan, the Board shall pay Four Hundred Sixty-Four Dollars ($464), less all applicable taxes, deductions, and any payments made towards non-medical benefit insurance plans chosen or required by the individual, in accordance with the District's Section 125 Plan.

Short-Term Disability

The Board shall provide, at its expense a Short-Term Disability plan, covering employees who are unable to work due to a disability. The terms, conditions, and benefits shall be identical to those provided by the Short-Term Disability policy currently offered by MESSA with benefits commencing on the eighth (8th) day of continuous disability and running through the ninetieth (90th) day of disability. Claims shall be submitted to the Employer on forms agreed upon by the parties. In the event of dispute regarding eligibility, the parties shall select a physician from an agreed upon panel of physicians whose decision shall be final. The cost of this physician service shall be by the Employer. Sick days (if available) may be used to cover days 1 through 7 of the disability at the employee's request.