

6/30/92

COLLECTIVE BARGAINING AGREEMENT

Between

**GALESBURG-AUGUSTA COMMUNITY SCHOOLS
KALAMAZOO COUNTY, MICHIGAN**

and

**MICHIGAN EDUCATION SUPPORT PERSONNEL ASSOCIATION
(BUS DRIVERS)**

1990-1992

Galesburg-Augusta Community Schools

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made as of the date hereinafter set forth by and between the GALESBURG-AUGUSTA COMMUNITY SCHOOLS, Kalamazoo County, Michigan, acting by and through its Board of Education (hereinafter called the "Employer") and the MICHIGAN EDUCATION SUPPORT PERSONNEL ASSOCIATION (hereinafter called the "Association.")

ARTICLE 1 RECOGNITION

Pursuant to Act 379 Public Acts of 1965, as amended, the Employer, Galesburg-Augusta Community Schools, 241 Blake Street, Galesburg, Michigan 49053, does recognize the Michigan Education Association, 5600 Portage Street, Kalamazoo, Michigan 49002, (hereinafter called the "Association"), as the exclusive representative for the purpose of collective bargaining with respect to rate of pay, hours and other terms and conditions of employment for the bargaining unit including all regular certified bus drivers and excluding substitute drivers, supervisors, and all others as defined by the Commission.

ARTICLE 2 ASSOCIATION RIGHTS AND RESPONSIBILITIES

2.1 Association Rights. The Association shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:

2.11 Members of the MESPA bargaining unit and up to five (5) guests of same shall have the use of school facilities and equipment, such as a typewriter and duplicating equipment at reasonable times when such equipment is not otherwise in use. Said use of such equipment and/or facilities shall be in accordance with applicable rules, regulations and/or policies as established by the Employer. Further, the Employer shall be reimbursed for the reasonable cost of materials and supplies used.

2.12 Employee Communications. The Association shall have the right to communicate with bargaining unit members through the use of designated bulletin boards, or sections thereof and through the school's internal document service. All materials shall bear the name of the Association and the name of the bargaining unit member authorizing the posting thereof. No Association materials of any kind shall be displayed on or about the physical facilities of the Employer except on the designated bulletin board and no displayed materials shall be derogatory to the Employer nor to any Employee. The Association shall save and hold the Employer harmless from any

and all expense of liability whatsoever arising out of the preparation and/or use of any materials.

- 2.13 **Dues Deduction.** Upon written authorization from the Employee, the Employer shall deduct from wages of the Employee Association dues or service fees.

The authorized deduction of dues and service fees shall be made from a regular paycheck each month, September through June. The Employer agrees to promptly remit to the Association all monies so deducted accompanied by an alphabetized list of Employees from whom deductions have been made. In cases when a deduction is made that duplicates a payment that an Employee has already made to the Association, or in any other situation where a refund is demanded by an Employee, said refunds are not the responsibility of the Employer once the Employer has remitted all deducted monies to the Association.

- 2.2 **Association Responsibilities.** The Association shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities:

- 2.21 **Association Representatives.** The Association shall promptly notify the Employer in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.

- 2.22 **Concerted Activities.** The Association agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer. The provisions of this Section shall remain in full force and effect until such time as this Agreement terminates.

- 2.23 **Association Activities.** Except by the express agreement of the Employer, the performance of the duties of an Employee shall not be interrupted for the purpose of conducting any Association activities whatsoever, provided, however, that this provision shall not prevent the authorized representatives of the Association from having such reasonable contact

with members of the Association as shall be necessary to ascertain that the terms of this Agreement are being observed.

ARTICLE 3

EMPLOYEE RIGHTS AND RESPONSIBILITIES

3.1 Employee Rights. Employees shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:

3.11 Organization. Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201, et seq.; MSA 17.455(1) et seq., (PERA), the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Association and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA or other laws of Michigan, or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

3.12 Route Assistance.

A. The Employer agrees to assist an Employee in learning a new or different route upon such Employee's request.

B. The Employer shall inspect any bus stop or any part of an Employee's assigned route upon Employee's written request.

3.13 A. Within the first week of school during each school year, the Employer will send home with each student a copy of the most recent discipline policy and procedures for their use. Parents are asked to

sign the bottom portion of the form and return it to the Employee.

B. All Junior High shuttle riders will be assigned to a bus and will be subject to the discipline policy. They may not change buses. Employees must be notified in writing by the Employer of any student transferring to another shuttle bus. Employees must be notified of any new students. Students not assigned to a shuttle bus, who must ride to attend a school function, etc., must have a permission slip from the office.

- 3.14 A clip board or magnetic clip will be provided on each bus for the purpose of keeping discipline records.
- 3.15 The Employer will notify the Employee of any new students.
- 3.16 The Employee has the right to refuse to drive or use any equipment that the Employee feels is life threatening. If upon examination the Employer deems the equipment safe to use, the Employee may then file a grievance if the Employee still feels the equipment is life threatening.
- 3.17 Upon discovering a mechanical problem with the Employee's assigned equipment, a bargaining unit member shall submit a referral slip indicating the nature of the problem to the supervisor. If the supervisor determines the equipment to be unsafe, said equipment shall be repaired. Equipment that has been determined unsafe by the supervisor shall be returned to service upon said supervisor's determination that such equipment problems have been corrected.
- 3.18 The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status or place of residence.
- 3.19 A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment and to have a representative of the Association accompany him/her in such review.

The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and may sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the parties agree the material to be placed in the file is inappropriate or in error, the material will be corrected or expunged from the file, whichever is appropriate.

3.2 **Employee Responsibilities.** Employees shall have, in addition to other responsibilities expressly set forth herein or provided by statute, the following responsibilities:

3.20 Any case of assault upon a bargaining unit member shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit member, when possible, to prevent injury. The Employer will advise the bargaining unit member of his/her rights and obligations with respect to such assault as well as in connection with the handling of the incident by law enforcement and judicial authorities.

3.21 **Employee Conduct.** Although the parties acknowledge the difficulty of completely and precisely defining the proper standards of conduct for each Employee, it is recognized that they include the following:

A. The performance of all duties with reasonable diligence and in a workmanlike manner.

B. The prompt notification of the Employer of any physical or mental condition of the Employee which may temporarily or permanently impair the ability of the Employee to adequately discharge his/her responsibilities.

C. The prompt notification of the Employer, on NCR forms provided by it, of any defective condition in the physical facilities or the equipment of the District which may cause injury or damage or which may be required in order to provide proper maintenance.

D. The prompt notification of the Employer, on forms provided by it, of any misuse, abuse, or

illegal use of any of the physical facilities or equipment of the District of which the Employee has responsibility.

E. The avoidance of tardiness or absence, including the reasonable anticipation of any event which will necessarily result in tardiness or absence, and the prompt reporting of any such tardiness or absence to the Employer.

F. The avoidance of outside employment or other competing activities which may reasonably impair the ability of any such Employee to adequately discharge his/her duties.

G. The avoidance of any smoking while students are on the bus.

H. The compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to this Agreement.

3.22 No Employee shall be disciplined without just cause. Any such discipline may be subject to the grievance procedure. An Employee shall be entitled to have present a representative of the Association during any meeting which leads or may lead to disciplinary action.

ARTICLE 4 **EMPLOYER RIGHTS**

The District retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. Rights reserved exclusively herein by the Employer which shall be exercised exclusively by the Employer without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the Schools' business and affairs of the Employer.
2. Determine the number of shifts and hours of work and starting times and scheduling of Employees but not in conflict with the specific provisions of the Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to hire, promote, suspend and discharge Employees, transfer Employees, assign work or extra duties to

Employees, determine the size of the work force and to lay off Employees.

4. Determine the services, supplies and equipment necessary to continue its operation and to determine the methods and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.

6. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

7. Determine the source of materials and supplies.

8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organizations provided that the Employer shall not abridge any rights from Employees as specifically provided for in this Agreement.

10. Determine the policy affecting the qualifications, selection, testing or training of Employees providing such selection shall be based upon lawful criteria.

11. Schedule required monthly meetings. The District has the right to schedule up to eight (8) such monthly meetings for not greater than one (1) hour in duration either after the conclusion of the morning runs or after the conclusion of the afternoon runs. The District also has the right to schedule two (2) evening in-service meetings of not greater than two (2) hours in duration. Employees shall receive the then-existing minimum wage for attendance at such meetings. The employees will receive at least one (1) hour of pay for a meeting scheduled for one (1) hour and at least two (2) hours of pay for each meeting scheduled for two (2) hours.

ARTICLE 5
ASSIGNMENTS AND VACANCIES

5.1 Work Scheduling.

- 5.11 Work Day/Week. The beginning and end of the work week and work day shall be scheduled from time to time by the Employer, provided, however, that an Employee shall receive reasonable notice of any change in the work schedule.
- 5.12 A. The Employer will meet with the Employees at least one (1) week prior to the beginning of the school year. At this time the Employer will notify the Employees of their assignments for the coming school year and of any changes that will be made. A driver must drive all of the morning or all of the afternoon runs and will not be allowed "splits."
- B. The Employer shall assign routes and equipment, provided, however, that assignments shall be made to the extent possible from among those Employees who signify their interest therein in writing. If an Employee's regular assignment is eliminated in whole or in part or increased more than twenty (20) minutes she may bump a less senior Employee, provided, however, that such bumping may be executed no more than once each year.
- C. The Employee shall not be expected to go off the established route to provide transportation of students to babysitters.
- 5.13 Teacher or coach driver field trips are exempt from this equalized rotation. Substitute drivers not covered under this contract will not normally take field or special trips.
- A. When a field or special trip is offered that will interfere with an Employee's run, the Employee may accept the trip and have a substitute driver drive his/her run. Field trips will be posted in both Galesburg and Augusta.
- B. Any Employee desiring to drive such a trip will so indicate by "signing up" for same.
- C. The very first trip will be assigned by seniority until the hours are recorded.
- D. Following trips will normally be assigned to those Employee(s) with the least amount of hours. These assignments will not be made according to seniority or to those who may have "signed up" earlier than others. If two or more drivers have the same amount of hours, the trip will be assigned to the more senior driver.

- 5.14 Upon the submission of a receipt, the Employer shall reimburse Employees up to four (\$4.00) dollars for meals while on a field or special trip when work hours allow a layover for a meal provided that the Employee cannot reasonably eat the meal before or after the trip.
- 5.15 When an Employee is assigned to drive a bus out of District to an athletic event, the Employer will reimburse the driver for admission to the event.
- 5.2 Vacancies.
- 5.21 Notice. Notice of the availability of a vacancy or new run shall be posted on the Employee bulletin board for three (3) days.
- 5.22 Bidding. Any Employee in the unit may bid for a vacancy. Normally the most senior Employee will be assigned to the open run. In the event the most senior Employee is not assigned to the open run, the Superintendent will state the reason in writing. If the Employee does not accept the Superintendent's reason, he/she may file a grievance.
- An individual bidding on a twelve (12) month position must be willing and able to work the entire twelve (12) months.
- 5.23 Selection. Transfers shall be made on the basis of qualifications as determined by the Employer, provided, however, that if two (2) or more Employees shall have equal qualifications, the Employee with the greatest seniority shall be given preference. An Employee to be eligible must have performed satisfactorily in his/her present position and must be qualified to perform the duties of the new position.
- 5.24 In the event of transfer from one position to another, the bargaining member shall be given a thirty (30) workday trial period in which to show his/her ability to perform on the new job. The Employer shall give the transferred bargaining unit member reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period, or at the option of the affected bargaining unit member, the bargaining unit

member shall be returned to his/her previous assignment.

During the trial period, the former position of the transferred employee shall be filled on a temporary basis.

5.3 Transfers. An Employee may bump any less senior Employee off his/her run prior to the beginning of the school year. The Employee must give at least three (3) days notice to the Employer of his/her intention to bump. The Employee may not bump more than one (1) daily assignment. Shuttle runs are considered a part of the daily assignment.

5.31 Kindergarten. Kindergarten runs will be posted, at least one (1) week prior to the beginning of the school year, and will be bid on as separate runs. Kindergarten runs are not part of the Employee's daily assignment. Kindergarten runs will be bumped separate from the daily assignment. (Note: This is because they change every year.)

5.4 Jurisdiction. In addition to the rights of the Employer set forth in other provisions of this Agreement, the Employer shall have the right to employ or otherwise engage the services of persons not covered by this Agreement for the purposes of instructional training, emergencies, or for other reasons deemed necessary by the Employer, provided, however, that no Employee in the bargaining unit shall be displaced thereby.

5.5 Substitute Drivers. A reasonable effort will be made for regular bus drivers to substitute for absent drivers. An Employee may substitute for any absent Employee. The substitute will in turn drive the Employee's run. (No chain bumping.) In cases of extended absences, one Employee may substitute for the duration. Substitute assignments will be made upon request by the Employee and assigned by seniority. If a regular Employee subs for another Employee in combination with their own run, the sub shall receive payment at their own scheduled rate for the absent Employee's run as though they were making the run separate from their own regular run.

5.6 An Employee whose route is eliminated and has to revert back to a substitute will retain the right to take field or special trips.

ARTICLE 6 SENIORITY

6.1 Probationary Period. A new Employee shall be in a probationary status for the first ninety (90) work days.

Suspended, laid-off, or discharged Employees shall have no recourse to the terms of this Agreement.

6.2 Seniority Defined. Seniority shall be measured from the last date of hire and shall be based on the number of years of uninterrupted service with the Employer. If two (2) or more Employees have the same date of hire, the Employee having the lowest Social Security Number shall be deemed most senior.

6.3 Seniority List The Employer shall prepare and maintain a seniority list, a copy of which shall be furnished to the Association upon request. The names of all Employees in the bargaining unit at the time of the preparation of the seniority list shall be listed in order of their service dates starting with the Employee with the greatest amount of seniority at the top of the list.

6.4 Loss of Seniority. Seniority shall be lost if any of the following occur:

6.41 Employee voluntarily quits;

6.42 Employee is involuntarily terminated and such termination is not reversed through the procedure set forth in this Agreement;

6.43 Employee retires;

6.44 Employee takes an authorized leave of absence, or fails to return from an authorized leave of absence on the date agreed upon, unless the Employer and the Employee shall otherwise expressly agree in writing; or,

6.45 Employee otherwise terminates his/her employment relationship with the Employer.

ARTICLE 7 LAYOFF AND RECALL

7.1 Determination. If the Employer determines that the number of Employees is in excess of its current requirements, it shall have the right to reduce the number of Employees.

7.2 Layoff Procedure. The least senior Employee shall be the first laid off. Compensation and fringe benefits shall be suspended during any layoff period. In the event of a layoff, the laid off Employee shall not lose seniority.

7.3 Recall Procedure. Employees shall be recalled in the inverse order which laid off. If any Employee shall fail

to report to work at the time specified at the time of recall, unless an extension is granted in writing by the Employer, the Employee shall be considered as a voluntary quit and shall thereby automatically terminate his/her employment relationship with the Employer. The obligation of the Employer to recall a laid off Employee shall terminate eighteen (18) months following layoff.

7.4 Change of Address. It shall be the responsibility of each Employee to notify the Employer of any change of address or telephone number. The Employee's address and telephone number as they appear on the Employer's records shall be conclusive.

ARTICLE 8

AUTHORIZED ABSENCE

8.1 Sick Leave. Upon the completion of the initial probationary period, each regular Employee shall be credited with five (5) days of paid sick leave per year. Twelve-month Employees shall be credited with six (6) days of paid sick leave per year. Sick leave shall accumulate to a maximum of twenty-five (25) days of sick leave for all Employees entitled to sick leave.

8.11 Use. Sick leave may be used for:

A. Any physical or mental condition which disables an Employee from rendering services, but excluding any condition compensable by worker's compensation, or resulting from other employment. Sick leave may be used for a disability resulting from pregnancy to the extent expressly required by law.

B. Any communicable disease which would be hazardous to the health of students or other Employees of the Employer.

C. Physical examinations, medical, dental, or other health treatments, which cannot reasonably be deferred and which cannot be scheduled outside of the Employee's scheduled work time.

8.12 Used Days. Sick leave shall be charged against work days only and shall cease to accumulate and shall not be used by an Employee during such period as the Employee is on an authorized leave of absence, laid off, or is not otherwise regularly providing services to the Employer.

A. Employees may take their sick days 1/2 day at a time.

8.13 **Unused.** Unused sick leave shall accumulate up to a maximum of twenty-five (25) days of sick leave for all Employees entitled to sick leave. If employment is terminated, any accumulated sick leave shall be cancelled and the Employee shall not be compensated either in terminal pay or otherwise. If any Employee shall be reimbursed for any sick leave time which was used in excess of the sick leave time as of the termination date, which reimbursement may be made by deducting such amount from the last pay check of the Employee.

8.2 **Jury/Witness Leave.** An Employee shall be entitled to leave with pay, less any fees paid, for jury service if he/she is unable to be excused or to have such service rescheduled at a time which does not conflict with the discharge of his/her scheduled employment duties. The Employee shall return to duties whenever his/her attendance in Court is not actually required. An employee shall be entitled to leave with pay, less any fees paid, when subpoenaed to testify in a court proceeding. Witness leave shall not be allowed in actions brought by the Association against the School District, or in cases where the Employee is a party or a relative of a party to the action. Leave for witness' duty shall be limited to one (1) day per year.

8.3 **Funeral Leave.** An Employee shall be entitled to receive up to four (4) days' leave with pay owing to the death of his/her spouse, child, or stepchild. An Employee shall be entitled to receive up to two (2) days' leave with pay owing to the death of his/her mother, father, brother, sister, grandchild, grandparent, step-grandparent, grandparents-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law to the extent reasonably required to attend the funeral of the deceased.

8.4 **Meritorious Leave.** The Employer, upon written request of an Employee, may grant a leave for reasons of general health, family emergencies, maternity, or other reasons deemed meritorious by the Employer. The Employee, in return, must receive written permission from the Employer. Any such leave shall be without pay and fringe benefits; however, the Employee shall continue to accumulate seniority for up to the first ninety (90) working days of the approved leave.

ARTICLE 9
CLAIM REVIEW PROCEDURE

9.1 Objectives. It is the intention of the parties to provide peaceful and orderly procedure to resolve any disagreement concerning the interpretation of the Agreement which has not been resolved through the use of the normal administrative procedures.

9.2 Review Levels.

9.21 Informal Adjustment. Prior to filing a written claim, the claimant shall meet with the immediate supervisor for the purpose of attempting to adjust such alleged claim without further proceedings. The request for the meeting must be made within five (5) days from the time of the event or the time the claimant reasonably should have known of the event.

9.22 Written Claim. If the claim is not satisfactorily resolved at the informal conference, the claimant shall have five (5) days in which to file a written claim, which claim shall include the following:

- A. An identification of the claimant(s);
- B. The facts upon which the claim is based;
- C. The applicable portion(s) of the Agreement allegedly violated;
- D. The specific relief requested;
- E. The date of the claim; and,
- F. The signature of the claimant.

A reply shall be filed within ten (10) days from the receipt of the written claim.

9.23 Formal Conference. If the reply is not satisfactory and a request is made within five (5) days from the receipt of the reply, a formal conference shall be held within ten (10) days from the receipt of such request. The purpose of such formal request shall be to seek a positive and constructive disposition of the claim and to avoid the necessity for further proceedings. Any mutual agreement as to the disposition of the claim shall be in writing. If the Employer and the Claimant are unable to reach agreement, the Employer shall file a reply within

ten (10) days after the completion of the formal conference.

9.24

Binding Arbitration. If the Association is not satisfied with the response at the formal conference, the Association may submit the grievance to the American Arbitration Association in accordance with the AAA rules which shall likewise govern the arbitration proceedings. Appeal to the American Arbitration Association shall take place within fourteen (14) calendar days from the date of receipt of the formal conference reply. The Association shall send the Employer a copy of their request for arbitration at the same time it is sent to the American Arbitration Association.

A. Rules Governing Arbitration:

1. The Employer or the Association shall not be permitted to assert into such arbitration proceeding any ground, or to rely on any evidence, not previously disclosed to the other party.

2. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

3. Both parties agree that the award of the arbitrator shall be binding.

4. The fees and expenses of the arbitrator shall be shared equally by the parties.

9.3 **General Procedures.**

9.31 **Definitions.** As used in this Article, the definitions shall be as follows:

A. **"Claimant"** means the Association or Employee filing the claim. If a claimant is an Employee, the Employee shall have the right to personally attend each conference or hearing and/or have an authorized representative present.

B. **"Event"** means the act or omission which the claimant alleges violates one or more provisions of this Agreement.

C. **"Day"** means a calendar day except Saturday, Sunday or a scheduled holiday or vacation period occurring during the work year.

- 9.32 **Form of Action.** Except as otherwise provided herein all claims, replies and requests shall be in writing and shall be filed with each party.
- 9.33 **Exclusions.** The claim procedure shall not apply to the following:
- A. A claim by any Employee who desires to answer his/her legal 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 the terms of this Agreement.
- B. The discharge or suspension of a probationary Employee.
- C. Any provision of this Agreement which contains an express exclusion from this procedure.
- 9.34 **Withdrawals and Denials.** Any claim or request for advancement to next claim level which is not made within the time prescribed, shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any claim which is not answered within the time specified shall be deemed to have been denied and the claim shall automatically advance to the next claim level unless withdrawn.
- 9.35 **Place of Proceedings.** All proceedings shall be held on the Employer's premises.
- 9.36 **Contract Termination.** The provisions of this Article shall be automatically extended beyond the contract expiration date to the extent required to complete the processing of a claim filed prior to such expiration date.

ARTICLE 10
COMPENSATION AND DEDUCTIONS

10.1 **Basic Compensation.** The compensation of each Employee shall be as set forth on Schedule "A."

10.2 **Deductions.** The Employer shall have the right to deduct from the pay of each Employee such amounts as may be required by law, together with such additional sums as may be mutually agreed upon by the Employer and the Employee.

ARTICLE 11
GENERAL PROVISIONS

11.1 Contract Representatives. Each party shall designate in writing the name of its authorized representatives to administer the contract.

11.2 Notices. Any written notice given pursuant to this Agreement shall be addressed and delivered as follows:

- A. Employer: Mr. R. Nick Johns
Galesburg-Augusta Community
Schools
241 Blake Street
Galesburg, Michigan 49053
- B. Association: Current Association President
as listed in the record.
- C. Employee: As set forth in the records of
the Employer.

11.3 Successor Agreement. The negotiation of a new Agreement shall begin upon written request of either party made not earlier than sixty (60) days prior to the expiration of this Agreement.

11.4 Scope, Waiver and Alteration of Agreement. This Agreement incorporates the entire understanding of the parties on all issues which were or should have been the subject of negotiations and may be modified, in whole or in part, only through an instrument in writing duly executed by both parties provided that nothing herein shall prohibit the Employer from adopting policies, initiating programs or entering into other agreements which are not contrary to the express terms of this Agreement and provided further that the waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.

11.5 Interpretation. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

- 11.51 Captions. Captions are included only for convenience of reference and shall not modify in any way any of the provisions contained herein.
- 11.52 Feminine Includes Masculine. Whenever in this Agreement the feminine gender is used, it shall be deemed to include the masculine gender.
- 11.53 Schedule Modifications. The Employer may alter the work schedule to the extent the Employer determines necessary to comply with applicable local, state or federal laws or regulations; the availability of utilities such as electricity, gas, fuel for transportation vehicles and heating purposes; or for other circumstances beyond the control of the Employer.
- 11.54 Subordination. Any individual contract or letter of agreement between the Employer and an Employee for the performance of duties which are subject to the terms of this Agreement shall be subject and subordinate to the provisions hereof.
- 11.55 Prior Practices. This Agreement shall supersede any existing rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms.

11.6 Duplication of Agreement. The Employer agrees to furnish a copy of this Agreement to each Employee who is employed in the bargaining unit during the term of this Agreement.

The effective term of this Agreement shall be from July 1, 1990, to June 30, 1992.

EMPLOYER:

GALESBURG-AUGUSTA COMMUNITY
SCHOOLS

ASSOCIATION:

MICHIGAN EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

By: _____

Its: _____

By:  _____

Its: Chief Negotiator

GALESBURG-AUGUSTA
Transportation

SCHEDULE "A"

Section 1. Scheduled Runs

A. Regular Runs	<u>1990-91</u>	<u>1991-92</u>
1st year	\$7.26/run	\$7.59/run
2nd year	7.47/run	7.81/run
3rd year	7.70/run	8.05/run
4th year	7.95/run	8.31/run
5th year	8.20/run	8.57/run
6th year	8.46/run	8.84/run
7th year	8.90/run	9.30/run
8th or more years	9.39/run	9.81/run

B. Special Education Runs		
1st year	\$6.96/hour	\$7.23/hour
2nd year	7.13/hour	7.45/hour
3rd year	7.38/hour	7.71/hour
4th year	7.63/hour	7.97/hour
5th year	7.89/hour	8.25/hour
6th year	8.14/hour	8.51/hour
7th year	8.57/hour	8.96/hour
8th year	9.01/hour	9.42/hour

Special education employees beginning their third (3rd) year of service shall be guaranteed three (3) hours of pay per day.

When regular special education employees or employees substitute for another regular special education employee, the regular pay of the absent employee will be paid to those employees covering for the absent employee.

- 1) Special education drivers shall be paid on an average of fifteen (15) minutes per day in addition to driving time for time required to prepare, maintain and fuel their vehicles.
- 2) Special education drivers who work more than thirty-four (34) hours per week shall receive, in addition to their hourly pay, the following benefits:
 - a) The Board shall pay up to the first twenty (20%) percent of any premium increase for MESSA Super Care I, single subscriber for the 1990-91 school year. Any increases in excess of twenty (20%) percent would be subject to a payroll deduction by the affected employee. Twelve-month drivers shall

receive this benefit for the full year, ten-month drivers shall receive this benefit for the months of September through June.

- b) Special education drivers not electing health insurance may elect, as an alternative, an amount equal to the above premium for available MESSA and MEFSA options no more than \$600 of which may be applied toward tax sheltered annuities.

C. Shuttle and Kindergarten Runs:

	<u>1990-91</u>	<u>1991-92</u>
1. Round-trip Shuttles**	\$8.33/trip	\$8.70/trip
2. Regular Shuttles**	4.79/trip	5.01/trip
3. Kindergarten Run	11.32/trip	11.83/trip

D. Substitutes:

1. Irregular Sub	\$7.21/run	\$7.53/run
2. Regular Sub	At own schedule rate	

Section 2. Other Trips

	<u>1990-91</u>	<u>1991-92</u>
A. Extra, field, game trips	\$5.94/hour*	\$6.21/hour
B. Team trips	8.33/trip	8.70/hour

* This rate applies to all regular drivers other than coaches or teachers who will receive the schedule rate for actual driving time only on all athletic or field trips.

** A shuttle run is defined as no more than two (2) intermediate stops between Galesburg and Augusta.

The schedule rates listed in Sections 1 and 2 above are subject to the following limitations:

- 1) Field Trips - An employee shall receive not less than \$8.48 (\$8.86 in 1991-92) for any scheduled field trip regardless of driving time or miles driven, except that if an employee is a teacher responsible for her own students on such field trip, such employee shall be paid for actual driving time only.
- 2) Cancellation - If a field or athletic trip is cancelled and the assigned driver is not notified at least one (1) hour prior to the schedule departure time, such driver

day before and the next regularly scheduled day after the holiday. Holiday pay will not be paid to substitutes.

Section 4: Incentive Pay.

As an incentive for perfect attendance, the Employer shall pay each employee who has perfect attendance during an entire school semester a bonus of Fifty and No/100 (\$50.00) Dollars per semester. The attendance incentive pay shall be made in a separate check payable at the end of the last pay period in each semester.

Section 5: Miscellaneous Provisions.

A. **Bus Drivers' Training.** The Employer shall have the right to require all previously certified Employees to attend an approved drivers' education program in accordance with the provisions of applicable law and regulations. Employees shall be paid at the then current minimum wage rate for each full hour of required attendance to be paid by the second (2nd) pay period after completion of the schooling. Employees will be notified immediately of any new law or policies concerning bus driving.

B. **Adverse Weather.** If school is closed by reason of adverse weather or other emergency, regularly scheduled drivers will be treated in regards to pay and reporting to work the same as other employee groups.

When a scheduled driving day is cancelled due to a snow day and drivers are notified not to report to work, such day shall be made up at no additional salary or benefit cost to the Board, as scheduled by the School District.

C. **Supervision.** A teacher or coach will accompany an assigned driver on any field or athletic trip (unless such teacher or coach is the assigned driver) and will be primarily responsible for the supervision of students on such trip.

D. **Bus Security.** Regular drivers assigned to other trips, as set forth in Section 2 hereof, shall be responsible for checking their buses at hourly intervals during lay-over periods.

E. **License Fees.** At the end of each school year or June 30 for twelve-month drivers, the Employer agrees to reimburse each employee for the annual cost of the employee's chauffeur's license.

F. **Emergency numbers** shall be placed in a readily accessible location on the vehicle. These numbers shall be kept current and the employee notified.

- G. The Employer agrees to provide, without charge, required physical examinations and TB tests, including X-rays, provided the employee goes to the Employer's designated doctor.
- H. Bus drivers shall be made aware of pertinent medical information in the possession of the Employer regarding students riding on their regular scheduled runs.
- I. The Employer shall provide in-service concerning the fueling and operation of propane driven buses.

LETTER OF UNDERSTANDING

The parties have agreed to establish a Discipline Committee to study and subsequently propose a new Discipline Policy to the Administration and the Board of Trustees. The Committee shall consist of two (2) drivers, the Transportation Supervisor and two (2) Building Administrators.

EMPLOYER:

GALESBURG-AUGUSTA COMMUNITY
SCHOOLS

By: _____

Its: _____

ASSOCIATION:

MICHIGAN EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

By:  _____

Its: Cheryl Negretta