

0069

6/30/2002

A G R E E M E N T

between

**BOARD OF EDUCATION
OF THE
HART PUBLIC SCHOOLS**

and

GENERAL TEAMSTERS UNION, LOCAL NO 406
affiliated with the
International Brotherhood of Teamsters

July 1, 1999 - - - June 30, 2002

Hart Public Schools

INDEX

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
XIII	Compensable Leave	15
XVI	Conformity to Law	18
XV	Continuity of Operations	17
VII	Discipline of Employees	5
VIII	Drug Use and Testing	6
XXI	Duration of Agreement	23
III	Employee Responsibilities	2
IX	Grievance Procedure	8
XX	Health and Medical Insurance	22
XI	Layoff and Recall	12
XII	Leaves of Absence	13
XIV	Longevity	16
VI	Loss of Seniority	4
XVIII	Miscellaneous	19
XXI	Policy of Compliance with Federal Law	23
I	Recognition	1
XIX	Regular, Special and Field Trips	21
XVII	Rights of the Employer	18
IV	Seniority	3
V	Seniority Lists	4
	Signature Page	24
II	Union Security and Dues	1
X	Vacancies and Transfers	11

AGREEMENT

This Agreement, entered into on this 1st day of July, 1999, between the **Board of Education of the Hart Public Schools**, hereinafter referred to as the "Employer" and the Hart Public Schools' Bus Drivers, **General Teamsters Union Local 406**, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

ARTICLE I

RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining union described below:

ALL FULL TIME BUS DRIVERS

Excluding: substitute drivers, bus mechanics, bus supervisors, administrators, office personnel, all other employees

- B. "Substitutes" shall be defined as a person scheduled to work in the absence of a regular bus driver on a leave of absence (paid or unpaid) and during the period of time required to post and fill vacancies.
- C. Supervisory employees may perform bargaining unit work in circumstances such as emergency situations, when operational difficulties are encountered, in the testing of materials and equipment and in the instruction or training of employees.

ARTICLE II

UNION SECURITY AND DUES

- A. All employees employed in the bargaining unit, or who become employees in the bargaining "unit, who are not already members of the Union, shall within thirty (30) working days of the effective date of this provision or within sixty (60) working days of their date of hire by the Board, whichever is later, become members, or in the alternative, shall, within sixty (60)

working days of their date of hire by the Board, as a condition of employment, pay to the Union a service charge in an amount equal to the regular monthly dues uniformly required of Board employees who are members of the Union.

- B. An employee who shall tender or authorize the deduction of membership dues or (service fees) uniformly required as a condition of acquiring or obtaining membership in the Union shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).
- C. Employees who fail to comply with the conditions of this Article shall be discharged by the Board within thirty (30) calendar days after receipt of written notice of such default is delivered to the Board by the Union.
- D. If any provision of this Article is deemed invalid under federal or state law, such provision shall be modified to comply with the provisions of said federal or state law.
- E. The Board agrees to deduct from the pay of each employee the initiation fee, Union dues, or service fees in which case the service fee shall be equal to the regular monthly Union dues of the Union, provided that written authorization signed by the employee is presented to the Board by the Union. Said initiation fee, union dues, or service fees will be deducted from the first (1st) payroll each month for ten (10) months and remitted to the financial secretary of the Union within two (2) weeks after the first (1st) payroll of each month. The Board shall not be required to make any check-off for initiation fees, union dues, or service fees if the employee's pay is not sufficient to cover initiation fees, union dues, or service fees in any pay period. Authorization shall continue in effect from year to year unless revoked in writing between August 1, October 1, of any year.
- F. Such initiation fees, union dues, or service fees as and when deducted shall be accounted for separately in the Board's general fund.
- G. The Union agrees to indemnify and save the Board and including each individual school Board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay, all court or administrative costs that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article.

ARTICLE III

EMPLOYEE RESPONSIBILITIES

- A. All employees shall fully, faithfully and properly perform the duties of their employment.

- B. Employees shall not engage in Union activities during their working hours.
- C. It is the responsibility of every employee to inform the Supervisor in writing of any change of name, address, telephone number, or any other information that would affect his/her job responsibilities.
- D. The Union will notify the Employer of any changes of Union stewards within five (5) working days to the Superintendent's office.
- E. It shall be the responsibility of any employee to attend any schooling required by the Employer. When an employee is required by his/her supervisor to attend a meeting during his/her normal working hours, the employee's work hours will not be decreased. Any time spent in such meetings over his/her regular work hours will be paid at the layover rate of pay.
- F. Upon approval of supervision, employees may take their bus home at night.

ARTICLE IV

SENIORITY

- A. New employees hired in the unit shall be considered as probationary employees for the first sixty (60) working days of their employment. When an employee finishes the probationary period, by accumulating sixty (60) working days of employment, the employee shall be entered on the seniority list of the unit and shall rank in seniority from the first day of employment. There shall be no seniority among probationary employees.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in the Articles of this Agreement. Probationary employees may be discharged, disciplined or laid off for any reason except lawful Union activity without recourse to the grievance procedure.
- C. Probationary employees shall not be entitled to insurance benefits, leave days or holidays. However, upon completion of the probationary period the employee will be credited with paid leave days (excluding holidays) which he/she would have earned.
- D. Seniority shall be defined as the length of continuous service to the district from the employee's last date of hire. Seniority will not be prorated.

ARTICLE V

SENIORITY LISTS

- A. The seniority list on the date of this Agreement will show the names and job titles and date of hire of all employees within the unit entitled to seniority.
- B. The Employer will maintain the seniority list and will provide the Union with an up-to-date copy by October 15 of each year.
- C. Employees with the same date of hire will have seniority determined by lottery.

ARTICLE VI

LOSS OF SENIORITY

An employee shall lose seniority for the following reasons only:

- A. The employee quits or retires.
- B. The employee is discharged and the discharged is not reversed through the grievance procedure set forth in this Agreement
- C. The employee is absent for three (3) consecutive days without notifying the Employer unless there are mutually agreed extenuating circumstances. After such absence, the Employer shall send written notification to the employee at the last known address that the employee has lost seniority, and employment has been terminated.
- D. The employee does not return to work when recalled from layoff as set forth in the recall procedure.
- E. The employee obtains a leave of absence under false pretenses.
- F. The employee does not return from leaves of absence. (Shall be treated the same as (C) above.)

- G. The employee is laid off for twenty-four (24) months or length of seniority in the District, whichever is shorter.

ARTICLE VII

DISCIPLINE OF EMPLOYEES

- A. No employee shall be disciplined without just cause.
- B. Disciplinary action shall be defined as any written reprimand, suspension without pay, or discharge.
- C. An employee, at his/her own request, shall be entitled to have present a Union representative when any discipline is being exercised.
- D. Whenever disciplinary action is reduced to writing by the supervisor, the findings and decisions of the supervisor shall be filed, in writing, in the employee's personnel file, and a copy thereof given to the employee. If the employee disagrees with the findings or decision, he/she may submit a statement to be filed with the supervisor's statement.
- E. The Union agrees that the Employer has just cause to discharge any employee who:
1. Is convicted of any felony.
 2. Is convicted of any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to property of the Employer.
 3. Is absent for three (3) consecutive days without notifying the Employer. Exceptions may be made in case of extenuating circumstances.
 4. Does not return from sick leave and leaves of absence. Exceptions may be made in case of extenuating circumstances.
 5. Is under the influence of intoxicants or drugs while on the job.
 6. Consumes or sells intoxicants or drugs on Board property.
 7. Steals Board property.
 8. Duplicates School District issued keys without authorization.
 9. Intentionally falsifies records.

10. Has or accepts another position or responsibility which conflicts with scheduled work time.
11. Fails to meet State requirements.

ARTICLE VIII

DRUG USE AND TESTING

- A. No employee shall use or consume any alcohol or illegal drug for a consecutive period of six (6) hours prior to reporting for work, or during any work period.
- B. No employee shall use or consume any alcohol or illegal drug on employer/company property, including in vehicles.
- C. No employee shall commence a work assignment while impaired, or under the influence, of any alcohol or illegal drug.
- D. The Employer will only use credible testing programs, such as doctors or licensed medical facilities, for any required testing which could include testing of breath, urine, blood or saliva. Upon an initial test result indicating alcohol or illegal drug impairment or influence, a second, more sophisticated test could be required for confirmation if such test were available.
- E. The Employer will engage in the testing of employees through the taking of blood, urine or breath sample to determine if they are under the influence of alcohol or drugs, as required by the Omnibus Transportation Employee Testing Act of 1991, hereinafter referred to as "the Act."
- F. In carrying out the drug and alcohol testing required by the Act, the Employer agrees that it will comply with all of its requirements, standards and procedures.
- G. The Employer may for the purpose of implementing drug and alcohol testing, enter into a consortium which uses the services of an outside contractor and/or program administrator.
- H. It is understood that drivers will not lose regular pay in submitting to and undergoing tests for drugs or alcohol.
- I. Failure of an employee to accept testing when the Employer determines there is reasonable suspicion shall result in termination.
- J. The Employer will not require such employee testing, except for employment applicants, without suspicion of such need.

- K. The Employer will pay for employees' time spent for directed testing, and the cost of testing.
- L. Employee test results will remain confidential, except when disclosure is necessary for hearings.
- M. In the event any employer alcohol or drug testing requirements conflict with local, state, or federal law, the applicable law shall take precedence.
- N. Any driver who tests positive for alcohol misuse or illegal use of a controlled substance, as determined by the Medical Review Officer (MRO), shall be subject to immediate discharge. Any initially positive test result will cause the immediate removal of the employee from his/her safety sensitive position without pay until the MRO's determination of positive or negatives results. If negative is the result, the employee will be compensated for any loss of pay. If the driver requests that a split test be done, it will be at the driver's expense if a positive reading is confirmed and the driver will be terminated. If the split test proves negative, the driver will be returned to his/her duties and will be reimbursed for the costs of the test.
- O. When an employee is tested for drugs, the doctor or clinic will save 50% of sample (either blood or urine) for future testing. Should the first test return positive, the tested employee may request that the second half of the specimen be tested by another lab. The results of the second test will be final and binding on all parties.
- P. Covered employees using prescription or over-the-counter medication are responsible for being aware of any potential effects such medications may have on their ability to safely perform their duties. If a covered employee uses a controlled substance pursuant to a doctor's prescription, the employee must immediately inform the Transportation Director, or her/his designee of this medication, as well as the doctor's opinion as to whether the medication will adversely affect the employee's ability to perform a safety-sensitive function. Hart Public Schools has the right to obtain an independent medical opinion to determine if the medication produces hazardous effects which impede the employee's ability to safely perform her/his duties. If such determination is made by either of the medical opinions at the Employer's option, the employee may be temporarily restricted or reassigned; if that is not appropriate, the employee may use any paid leave available to her/him, or apply for unpaid leave of absence.
- Q. The parties recognize that drug and alcohol testing are required proceedings which may subject the employee to disciplinary action. The Employer and the Union mutually agree that in the event the MRO contacts a driver as a result of a positive drug test, the driver may contact a union steward to accompany her/him to any subsequent meetings or interviews with the MRO or Employer.

ARTICLE IX

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - 1. The termination of services of or failure to re-employ any probationary employee.
 - 2. Employee evaluations.
 - 3. Any matter for which there is recourse under State or Federal statutes.
- C. The term "days" as used herein shall mean days in which school is in session.
- D. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants or Union steward;
 - 2. It shall be specific;
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violations;
 - 4. It shall cite the section or subsections of this contract alleged to have been violated;
 - 5. It shall contain the date of the alleged violation;
 - 6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitation hereinafter set forth.

E. Procedure:

- 1. Level One - An employee alleging a violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence (or the time the employee had knowledge of the occurrence) orally discuss the grievance with his/her supervisor.

If no resolution is obtained within three (3) days of the discussion, the employee shall reduce the grievance to writing and proceed within seven (7) days of said discussion to Level Two.

2. Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Supervisor. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing.
3. Level Three - Individual employees shall not have the right to process a grievance at Level Three.
 - a. If the Union is not satisfied with the disposition of the grievance at Level Two, it may within thirty (30) days after the decision of the Superintendent notify the Board of the intent to submit the matter to advisory arbitration. The parties will then meet to select an arbitrator. If the parties cannot agree upon an arbitrator within ten (10) days, the matter will be referred to the Michigan Employment Relations Commission.
 - b. Neither party may raise new defense or grounds at Level Three not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) weeks prior to the hearing a preheating statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time, in an attempt to settle the grievance.
 - c. In disciplinary matters, the decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Union. Subject of the right of the Board and the Union to judicial review, any lawful decision of the arbitrator regarding disciplinary matters shall be forthwith placed into effect.
 - d. Powers of the arbitrator are subject to the following limitations:
 - (1) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - (2) He shall have no power to establish salary scales.
 - (3) He shall have no power to decide any question which, under this Agreement, is within responsibility of the management to decide.
 - (4) He shall have no power to interpret state or federal law.
 - (5) He shall not hear any grievance previously barred from the scope of the grievance procedure.

- (6) More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
- (7) Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- (8) Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based.

F. The fees and expenses of the arbitrator shall be shared equally.

G. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

H. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Union representative are to be at their assigned duty stations.

I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

J. Miscellaneous:

1. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this Agreement.
2. Any grievance occurring during the period between the termination of this Agreement and the effective date of a new Agreement shall not be processed beyond Level Two.
3. The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its management responsibilities subject to the final decision of the grievance.
4. It is understood by the parties that no grievance shall be filed or based upon prior or previous agreement or upon an alleged grievance occurring prior to the effective date of the Agreement.

5. No grievance shall be filed for or by any employee after the effective date of the person's resignation.
6. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.

ARTICLE X

VACANCIES AND TRANSFERS

- A. If an employee is transferred to a position under the Employer not included in the bargaining unit and within six (6) months thereafter is transferred to an open position within the bargaining unit, the seniority shall be considered to have been retained and accumulated while working in the position to which the employee is transferred for the purpose of all seniority rights and benefits provided for in this Agreement. Provided, however, if an employee is transferred back into the bargaining unit as above defined after six (6) months the employee shall retain seniority as of the date of transfer to the position outside of the bargaining unit, but shall not accumulate any seniority for the time working in the position outside of the bargaining unit, except for the purpose of any fringe benefits provided for in this Agreement.
- B. A vacancy shall be defined as an unfilled position previously held by an employee that the Employer intends to fill or when a new position is created. Temporary vacancies of six weeks (30 work days) or less shall not be considered a vacancy as defined by this Article and shall not be subject to the conditions set forth.
- C. When a vacancy exists within the bargaining unit and the Employer decides to fill it, notice of such vacancy shall be posted on the bulletin board at least five (5) calendar days prior to filling such vacancy or position. The Employer will not be required to fill a position which becomes vacant after March 15 of that existing school year. However, any position which becomes vacant prior to March 16 of that existing school year will be filled within thirty (30) school days. Laid off employees will be called back to fill any vacancy which is anticipated to be of a duration of two (2) weeks or more. Paragraph B, above, will not apply.
- D. Requests for a transfer to a different position shall be made in writing and filed with the Superintendent or his designee.
- E. Any employee who fills a vacancy by transfer shall not be allowed another transfer for one calendar year unless such transfer is in the best interests of the District as determined by the Employer.

All permanent runs known as of the beginning of the school year will be made available before the beginning of the school year. Any additional permanent runs that become open during the school year will be posted for bid and awarded on the basis of seniority.

Extra runs will be bid prior to school starting and again on October 15 and January 15 of each year.

- F. An involuntary transfer will be made in case of emergency or to prevent disruption of the instructional program.
- G. When filling a vacancy, the Board will give the weight to experience, work record and length of time in the District.
- H. Summer jobs will be offered to drivers in accordance with seniority and qualification. Only these drivers will be on the extra trip roster for the summer activities. Drivers shall be paid eight-five (85%) percent of the wage rates outlined in Schedule "A" - Salary Schedule.
- I. Any driver who is requested by the supervisor to perform work that is normally performed by a substitute driver will receive their regular driver wages. This work will only be offered to those drivers who will not exceed forty (40) hours of work in any one (1) workweek.

OHS, WSCC, and Ludington runs will be offered to Union drivers at their regular rate of pay. These runs will be placed on the trip sheet and be offered for bid.

ARTICLE XI

LAYOFF AND RECALL

- A. The word "layoff" means a reduction in the working force.
- B. When a reduction in work force occurs, employees on probation with the least seniority in the job classification affected will be the first to be laid off. Thereafter, layoffs will be made according to seniority and qualifications.
- C. When the working force is increased after a layoff, employees shall be recalled according to seniority and qualifications. Notice of recall shall be sent to employees at their last known address by registered or certified mail. Recall rights are restricted to non-probationary employees, and only for a period of 24 months from the effective date of layoff.

- D. If employees fail to report for work within seven (7) working days from date of mailing on notice of recall, they may be considered as a quit, thus terminating their employment. Exceptions may be made only by agreement between the Employer and the Union.
- E. Employees shall be held responsible for keeping the Employer notified as to their current mailing address by written form to the district.

ARTICLE XII

LEAVES OF ABSENCE

A. Unpaid Leave

1. Military Leave. Employees who enter active military service of the United States shall have such reemployment rights as may be provided under the applicable Federal statutes in effect at the time.
2. Personal Leave. An employee may be granted a personal leave of up to ninety (90) calendar days without pay, but such leave shall not be to work, seek or secure employment elsewhere. An employee wishing a personal leave of absence shall apply in writing to the Employer stating the reason for the leave. Such personal leaves shall be available for Union business purposes in accordance with the same terms that the Employer considers in deciding whether to grant personal leaves for other purposes; the Employer will not discriminate against such requests because the leave in question is desired for Union business. The granting of such personal leaves is discretionary with the Employer, is not subject to the grievance procedure, and it is understood that the Employer will grant such request only when the Employer determines that the services of the employee are not required by the Employer; provided, however, that Union witnesses in an arbitration hearing shall be entitled to unpaid leave to attend such hearing. The Employer may extend such leaves if the employee requests an extension in writing at least five (5) days prior to the expiration of the original leave or extension. Once any personal leave is approved, the employee is entitled to take that leave, absent bona fide emergency.
3. Maternity Leave. Leaves of absence without pay will be available to a pregnant employee as follows. A physician's certification of a pregnant employee's medical inability to continue working and/or to return to work subsequent to delivery may be required by the Employer prior to the granting of a maternity leave; a physician's certification substantiating an employee's ability to return to work subsequent to a maternity leave will be required by the Employer. The duration of a maternity leave will be determined based upon the physician's certification of the employee's ability to safely perform her regular job. An employee may continue working subsequent to her fifth (5th) month of pregnancy, subject to continued certification by her physician that she is able to

safely perform her regular job, which certification shall also specify the period of time during which the employee may continue to work. The Employer may require that an employee seeking to continue working during pregnancy or to take/continue a maternity leave or to return to work subsequent to pregnancy satisfactorily complete a physical examination paid for by the Employer and administered by a physician chosen by the Employer. In order to be eligible for a maternity leave, the pregnant employee must notify the Employer in writing of her expected delivery date, said notice to be given not later than the end of the fourth (4th) month of pregnancy.

4. Family Medical Leave Act of 1993 as amended.

Pursuant to the Family and Medical Leave Act of 1993, as amended, the Employer, the Union and the employees shall abide by the provisions of the Act and shall provide leave for the following situations:

1. Birth, adoption, or foster care placement or care of an employee's child;
2. Serious health condition of an employee's spouse, child or parent;
3. The employee's own serious health condition.

Leaves shall be granted under the following conditions:

1. All leaves shall be granted in accordance with the provisions of the Federal Act.
2. Each employee requesting sick leave shall be in accordance with the Federal At.
3. The first day of any absence, which is followed by an employee's request to be placed on leave under the Federal Act, shall constitute the first day of the leave under the Federal Act.
4. If the reason for the federal leave is foreseeable, the employee must provide written notice to the Employer at least thirty (30) days in advance of the beginning of the leave. All other notices of such leave must be provided as soon as it becomes practicable.
5. The Employer reserves all rights granted by the Federal Act even if not specifically set forth above.

B. Partially Paid Leave

Jury Duty Leave. Employees chosen for jury duty shall be granted a leave of absence for such period as their duty requires. An employee who is summoned and who reports for jury duty as provided by applicable law shall be paid by the Employer an amount equal to the difference between the amount of wages, excluding overtime, the employee would have

earned by working straight-time hours for the Employer on a day (up to a maximum of thirty (30) days) on which he/she would otherwise have been scheduled to work for the Employer, and the jury duty fee paid to him/her by the Court for that day.

If an employee reports for jury duty but is officially excused in time to return to work two (2) hours or more prior to the end of his/her shift, he/she shall be required to report for work as soon as possible after being excused from jury duty on that day.

In order to receive jury duty payment an employee must notify the Employer immediately upon being summoned for jury duty, and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims payment. The employee may also be required to furnish evidence as to the time he/she reported and was excused and the amount of jury duty pay due from the court for the time in question.

- C. Seniority shall continue to accumulate and an employee's employment status shall continue for the duration of the leave.

ARTICLE XIII

COMPENSABLE LEAVE

- A. All employees except those on unpaid leave of absence or layoff will be granted one (1) sick leave day per month during the month worked for the District. The unused portion of yearly sick leave allowance shall accumulate up to a maximum of one hundred (100) days. In order to receive the one day per month credit, the employee must work at least ten (10) days during the month, provided, however, that scheduled work days in August and June shall be totaled to meet the ten day requirement.
- B. Sick leave is allowable for bona fide physical or mental incapacity of the employee to report for and discharge duties to the extent of unused days credited.
- C. Medical verification of illness may be required where an alleged pattern of absences exceeds five (5) days or when an employee is off on paid sick leave for three (3) consecutive days or more.
- D. It is the responsibility of each employee to report unavailability for work prior to their normal starting time. Each employee shall at the time of reporting absence state the reason for absence, where the employee may be reached, and the anticipated length of absence.

- E. Any employee who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under said policy shall be subject to discipline up to and including discharge.
- F. Leaves of absence with pay not chargeable to the employee's sick leave allowance shall be granted as follows:
1. A funeral leave shall be granted with pay for a period of not to exceed three (3) days to attend each funeral of an employee's immediate family to include the present spouse, children or grandchildren, mother, father, brother or sister or mother-in-law, father-in-law.

Employees will be granted one (1) day with pay to attend the funeral of other relatives and close friends.

2. After one year of service, a personal leave day with pay shall be granted. An employee taking a personal leave day shall file a notice of the intent to take such day with the supervisor at least five (5) days prior to the date of such leave. Such notice shall include a statement of the reason for such leave.

Personal leave shall not be used for:

- a. The day before or the day after a holiday or vacation period unless agreed to by management.
- b. Other employment or seeking new employment.

Days will be granted on a "first come, first serve" basis and if qualified substitutes are available.

ARTICLE XIV

LONGEVITY

- A. After ten (10) years of service, an employee shall receive a lump sum payment of Two Hundred Dollars (\$200.00). After fifteen (15) years of service, an employee shall receive a lump sum payment of Two Hundred and Fifty Dollars (\$250.00). After twenty (20) years of service, an employee shall receive lump sum payment of Three Hundred Dollars (\$300.00).
1. The employee must be eligible as of June 30th prior to the payment date.
 2. Payments will be made on or about December 15th following the date of eligibility.

3. For an employee to be eligible for longevity pay, he/she must work twenty (20) hours per week.
 4. The next longevity payment will be paid on or about December 15, 1996 for employees who were eligible on June 30, 1996.
- B. In determining the number of years an employee has completed, unpaid leaves of absence, substitute service, terminations and other time spent in active employment status shall be subtracted from total years of service for longevity purpose. Longevity will be prorated except in the case of a discharge.

ARTICLE XV

CONTINUITY OF OPERATIONS

- A. The Union agrees that it will neither instigate, call, maintain, condone, or support in any manner, a strike, slowdown, or other stoppage of work.
- B. In the event of any action in violation of the foregoing, the Union and its officers shall in good faith take the following action when notified by the Board of the occurrence of the violation:
1. Promptly, no later than within twenty-four (24) hours, issue to the Board a signed statement to the effect that the work interruption is unauthorized by the Union.
 2. Within twenty-four (24) hours instruct all of the members identified by the Board as guilty of such violation to return to work at once, and all of its members to continue to work; and confirm all such instructions by letter or bulletin within forty-eight (48) hours.
 3. Refrain from giving any aid, encouragement, or support of any sort whatever to members who are violating the provision of this Article.
- C. The Union will not directly or indirectly take reprisals against an employee who continues, or attempts to continue, his/her duties, or who refuses to participate in any of the activities prohibited by this Article.
- D. The Board will have the right to all remedies available at law for violation of this Article, including discharge, and/or injunctive relief and/or damages against any person, group or organization violating this Article.

ARTICLE XVI

CONFORMITY TO LAW

If any provisions of the Agreement or any application of the Agreement to any bus driver or group of bus drivers shall be found contrary to law, such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII

RIGHTS OF THE EMPLOYER

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board 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. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
 2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or business or school hours or days.
 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
 4. Adopt reasonable rules and regulations.
 5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

6. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 7. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as provided for in this Agreement.
 8. Determine the policy affecting the selection, testing, or training of employees providing that such selection shall be based upon lawful criteria.
 9. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Agreement.
 10. The Board shall determine all methods and means to carry on the operation of the schools.
 11. To exercise management and administrative control of the school system, and its properties and facilities.
 12. To establish hiring procedures and qualifications.
 13. To establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc., by employees, including special programs during the work day.
 14. The Board shall continue the right to determine and redetermine job descriptions.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Laws of the State of Michigan, and the Laws of the United States.
- D. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE XVIII

MISCELLANEOUS

- A. The Employer will provide bulletin board space in a central location which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
 2. Notice of elections.
 3. Notices of results of elections
 4. Notices of meetings.
- B. The parties agree that good health is one of the prerequisites for employment. Employees are expected to disclose any known health or physical handicaps prior to employment and any health or physical handicaps which develop after employment. The Hart Public Schools may require any employee to have a physician's examination at any time in order to determine the fitness of such employee to perform his/her duties in a satisfactory manner. Any order of such an examination shall be accompanied by a written statement to the employee of the specific reasons for requiring the examination.
1. The cost of all physical and mental examinations will be borne by the Employer when requested by the Employer for any purpose.
 2. The Employer agrees to pay up to Sixty Dollars (\$60.00) toward the cost of physical exams required by law or State regulations.
- C. Copies of this Agreement shall be printed by the Union and presented by the Employer to all bus drivers now employed or hereafter employed by the Employer.
- D. Drivers may continue to park in the fenced area while on duty. Washing of personal vehicles and the use of Board tools must have prior approval. There are no understandings or agreements or past practices which are binding.
- E. Effective on and after July 1, 1999 meal allowance shall be paid as follows:

	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>
Breakfast	\$ 4.20	\$4.20	\$ 4.70
Lunch	\$ 5.50	\$ 5.50	\$ 6.00
Dinner	\$ 8.00	\$ 8.00	\$ 8.50

Claims for reimbursement for meals must be accompanied by a restaurant receipt which includes the name of the restaurant and the date of purchase.

ARTICLE XIX

REGULAR, SPECIAL AND FIELD TRIPS

- A. Regular bus runs shall consist of picking up and delivering of students along an established route, to and from school, at the discretion of the Employer. Drivers will be given fifteen (15) minutes for pre-trip on A.M., K and P.M. runs.
- B. Special runs shall consist of short trips that are run during the school day. They will be paid a minimum of one hour at the driver's rate of pay.
- C. Field trips, including athletic trips, are those runs outside the regular bus run schedule. Drivers shall be given fifteen (15) minutes for pre-trip and thirty (30) minutes for cleaning the bus. When drivers are required to stay overnight, they will receive eight (8) hours layover time.
- D. Field trips will be filled according to the following procedure:
 - 1. Field trips will be offered on a weekly basis by seniority.
 - 2. The Employer will, if necessary, go through the seniority list up to and including three times to fill all field trips. Any employee who indicates a pass on the first or second rounds need not be contacted again.
 - 3. In the event some field trips remain unfilled, the Employer will seek substitutes to fill the positions.
 - 4. If field trips remain unfilled, the lowest seniority driver will be assigned after the substitute list is exhausted.
 - 5. Any extra trip not selected by 4:00 P.M. on the previous day will be given to a Union driver requesting said trip, by seniority, from the pin which indicates the last driver to select a trip.
 - 6. An employee shall not request extra trips that would create an overtime situation (over forty (40) hours per week). An employee may seek approval from the Employer, in advance, to trade an A.M. and/or P.M. run to take the extra trip, provided a substitute driver is available.

- E. No driver will lose money as a result of being assigned a field trip run.
- F. Timing of all runs is the responsibility of the Employer. Should a dispute arise regarding the length of a run, someone will be assigned to ride with the driver for purposes of verification.
- G. Deferred Payment of Extra Trip Dollars. Each driver who drives extra trips has the option to request deferred payment of dollars earned by driving those trips. The conditions and the procedure to be used are as follows:
1. Drivers will fill out the "DP (Deferred Payment) Trip Sheet.
 2. Payroll will show hours for the week without a dollar amount.
 3. The date, trip description and dollar amount will be added to the "DP" Payroll Sheet.
 4. The "DP" Payroll Sheet will be turned in to Central Office on December 1st and April 1st for payment as soon as possible thereafter.
 5. There shall be no deferred payment of extra trip monies during December, April, May, June, July and August.
 6. Once a "DP" Trip Sheet is turned in, it cannot be taken out prior to the December or April pay out.
 7. The implementation of this option shall not, by itself, create an overtime (time and one-half) payment condition.

ARTICLE XX

HEALTH AND MEDICAL INSURANCE

On or before November 1, 1996, the Board will provide a health and medical insurance plan for each employee working twenty (20) hours or more per week for at least the school year, who may, on a voluntary basis, enroll. The premium for each employee shall be paid in full by the employee via payroll deduction.

ARTICLE XXI

POLICY OF COMPLIANCE WITH FEDERAL LAW

Hart Public Schools do not discriminate on the basis of age, sex, race, disability, color, religion or national origin. No one will be excluded from participation in, or denied the benefits of, or be subjected to discrimination during any program or activity or in employment.

- Adopted by the Board of Education, August 29, 1994

The Board of Education of Hart Public Schools has appointed the Superintendent as Coordinator of Title VI, Title IX, and Section 504. Inquiries concerning the application of, or grievances for, any of these regulations should be addressed to:

Superintendent, Hart Public Schools
300 Johnson Street
Hart, Michigan 49420 (616) 873-4080

ARTICLE XXI

DURATION OF AGREEMENT

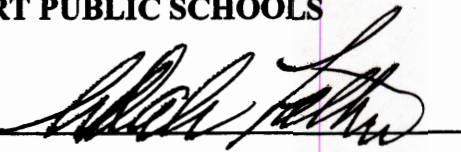
- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union, for the life of this Agreement, voluntarily and unqualifiedly waives the right, and agrees that the Employer shall not be obligated to bargain with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matter may have been within the knowledge or contemplation of the Union at the time of negotiations or the signing of this Agreement.
- B. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in writing as an amendment to this Agreement.

- C. This Agreement shall be in full force and effect July 1, 1999 to and including June 30, 2002. This Agreement shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the expiration.
- D. It is further agreed by the parties hereto that upon receiving proper cancellation notice, the parties agree to start negotiations at least forty-five (45) days before the expiration date of this Agreement.

FOR THE COMPANY

**BOARD OF EDUCATION OF
HART PUBLIC SCHOOLS**

BY



President

(title)

FOR THE UNION

**GENERAL TEAMSTERS UNION, LOCAL
NO. 406, affiliated with the International Brotherhood
of Teamsters**

BY



(title)

APPENDIX A
SALARY SCHEDULE

Section 1. Wages are retroactive to August 30, 1999

	<u>8-30-99</u>	<u>7-1-00</u>	<u>7-1-01</u>
<u>Step 1</u> Beginning of 1st year	\$13.97	\$14.32	\$14.61
<u>Step 2.</u> Beginning of 2nd year	\$15.02	\$15.40	\$15.71
<u>Step 3.</u> Beginning of 3rd year	\$16.07	\$16.47	\$16.80
<u>Step 4.</u> Beginning of 4th year	\$17.12	\$17.55	\$17.90
<u>Extra Trip Layover</u>	\$ 6.10	\$ 6.25	\$ 6.38

Special Bus Runs and Field Trips will be paid at the applicable driving time hourly rate.

Drivers will have no responsibilities or duties during layover time. The buses will remain at the assigned location except with permission.

Driver meetings shall be paid at the layover wage rate.

An employee shall be paid at the rate of time and one-half (1 ½) under the following conditions:

- A. All work performed over forty (40) hours in any work week, Monday through Friday.

B. All work performed on Saturday, Sunday or Holidays.

Section 2. Salary Schedule Summer Work.

Wages will be at 85% of regular driving rate.

Layover pay will not be reduced by the 85% reduction in pay for summer hours. On a regular basis no sub-driver will be paid more per hour than regular drivers.


	<u>8-30-99</u>	<u>7-1-00</u>	<u>7-1-01</u>
<u>Step 1</u>			
Beginning of 1st year	\$11.87	\$12.17	\$12.42
<u>Step 2.</u>			
Beginning of 2nd year	\$12.77	\$13.09	\$13.35
<u>Step 3.</u>			
Beginning of 3rd year	\$13.66	\$14.00	\$14.28
<u>Step 4.</u>			
Beginning of 4th year	\$14.55	\$14.92	\$15.22
<u>Extra Trip Layover</u>	\$ 6.10	\$ 6.25	\$ 6.38

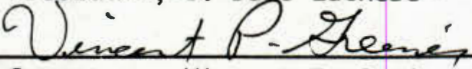
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET THEIR HAND AND SEAL.

FOR THE COMPANY

**BOARD OF EDUCATION OF
HART PUBLIC SCHOOLS**

BY


President, S. Dale Lathers


Secretary, Vincent P. Greiner

FOR THE UNION

**GENERAL TEAMSTERS UNION, LOCAL
NO. 406, affiliated with the International Brotherhood
of Teamsters**

BY