

6/30/95

**MASTER AGREEMENT**

**between**

**the**

**SOUTH LYON COMMUNITY SCHOOLS**

**and**

**LOCAL 79-M, SERVICE EMPLOYEES**

**INTERNATIONAL UNION, AFL-CIO**

**July 1, 1993 to June 30, 1995**

**BUS DRIVERS**

*South Lyon Community Schools*

142013

MASTER AGREEMENT

between

and

SOUTH LYON COMMUNITY SCHOOLS

and

INTERNATIONAL UNION, AFL-CIO

LOCAL 1244, SERVICE EMPLOYEES

July 1, 1993 to June 30, 1995

BUS DRIVERS

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

## TABLE OF CONTENTS

	Preamble	1
ARTICLE 1	Recognition and Dues Check	2
ARTICLE 2	Union and Driver Rights	4
ARTICLE 3	Board Rights and Responsibilities	6
ARTICLE 4	Grievance Procedure	7
ARTICLE 5	Compensation	9
ARTICLE 6	Seniority, Layoff and Recall	17
ARTICLE 7	Discharge Procedure	20
ARTICLE 8	Driver Protection	21
ARTICLE 9	Leaves of Absence	22
ARTICLE 10	Sick Day Benefits	24
ARTICLE 11	No Strike Clause	25
ARTICLE 12	Special Conferences and Negotiation Procedures	26
ARTICLE 13	Special Trip Procedure	27
ARTICLE 14	Tardiness and Absence From Duty	28
ARTICLE 15	General	29
ARTICLE 16	Special Education Runs	34
ARTICLE 17	Duration of Agreement	36

TABLE OF CONTENTS

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9
10	10	10
11	11	11
12	12	12
13	13	13
14	14	14
15	15	15
16	16	16
17	17	17
18	18	18
19	19	19
20	20	20
21	21	21
22	22	22
23	23	23
24	24	24
25	25	25
26	26	26
27	27	27
28	28	28
29	29	29
30	30	30
31	31	31
32	32	32
33	33	33
34	34	34
35	35	35
36	36	36
37	37	37
38	38	38
39	39	39
40	40	40
41	41	41
42	42	42
43	43	43
44	44	44
45	45	45
46	46	46
47	47	47
48	48	48
49	49	49
50	50	50
51	51	51
52	52	52
53	53	53
54	54	54
55	55	55
56	56	56
57	57	57
58	58	58
59	59	59
60	60	60
61	61	61
62	62	62
63	63	63
64	64	64
65	65	65
66	66	66
67	67	67
68	68	68
69	69	69
70	70	70
71	71	71
72	72	72
73	73	73
74	74	74
75	75	75
76	76	76
77	77	77
78	78	78
79	79	79
80	80	80
81	81	81
82	82	82
83	83	83
84	84	84
85	85	85
86	86	86
87	87	87
88	88	88
89	89	89
90	90	90
91	91	91
92	92	92
93	93	93
94	94	94
95	95	95
96	96	96
97	97	97
98	98	98
99	99	99
100	100	100

## PREAMBLE

The Board of Education, the Superintendent, the Administrative Staff, and the members of Local 79-M, Service Employees International Union, AFL-CIO can best attain their common objectives and discharge their common responsibilities when it is clearly understood that the Board is required to bargain only with reference to "wages, hours and other terms and conditions of employment." It shall be the continuing policy of the Board and the Union that the provisions of this agreement shall be applied to all employees without regard to race, color, religious creed, national origin, or sex. It shall be the purpose of this agreement to set forth the policies and standards governing such matters of mutual concern to the parties.

The parties hereto recognize that they have a common responsibility beyond their collective bargaining relationship and that the Board of Education has obligations to the citizens and taxpayers, as well as to the State of Michigan, to operate efficiently economically and prudently, and to maintain adequate and uninterrupted service to the public and children therein.

The employer retains all rights and powers to manage the affairs of the district and to direct the employees, except as otherwise expressly provided in this agreement.

This agreement is made and entered into on this first day of July, 1993 by and between the South Lyon Community School District (hereinafter referred to as the "Board") and Local 79-M, Service Employees International Union, AFL-CIO, (hereinafter collectively referred to as the "Union"). Whereas, the Board has agreed, pursuant to the Public Employment Relations Act, being Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with the Union as the representative of its Bus Driver Personnel with respect to hours, wages and terms and conditions of employment.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE 1 - RECOGNITION

### Section A.

The Board hereby recognizes the Union as the bargaining representative for all bus drivers employed by the Board, but excluding bus mechanics. All personnel represented by the Union in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as the "bus drivers" and reference to male personnel shall include female personnel, where applicable. The terms of this agreement shall not apply to sub drivers. Sub drivers shall be used only as replacements for regular drivers when regular bargaining unit drivers are unavailable.

### Section B.

The Board agrees not to negotiate with any drivers' organization other than the Union for the duration of this agreement.

### Section C.

**AGENCY SHOP:** All employees must join the union or pay a fee to the union equivalent to union dues at the successful completion of their probationary period. The Union may take legal action against the employee to enforce this clause. The Board shall not be obligated to discharge any employee for failure to join the Union or pay the fee equivalent to union dues. The Director of Business Affairs shall furnish the Union with a copy of the notification to the employee of his permanent employment.

### Section D.

The following shall govern the collection of dues by those electing membership in the Union, and fees by those not electing membership, pursuant to Section B and C above:

1. **Check-Off Form:** During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth, and to the extent of the laws of the State of Michigan permit, and the Board agrees to deduct Union membership dues and/or fees levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the Authorization for Check-Off of dues form.
2. Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Agreement. The Board shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deduction not in accordance with this provision.

ARTICLE 1 - RECOGNITION (Continued)

3. A properly executed copy of such Authorization for Check-Off of Dues form for each employee for whom Union membership dues and/or fees are to be deducted hereunder shall be delivered to the Board before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues form which is incomplete or in error will be returned to the Local Union.
4. Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is tendered to the Board and shall be deducted from the second (2nd) pay of the month and each month thereafter.
5. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.
6. Monies deducted by the School District in behalf of the Union shall be submitted to Service Employees' International Local 79-M on or about the first day of each month insofar as possible.
7. An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Board of the names of such employees following the end of each month in which the termination took place.
8. In the event a change in either the initiation fee or dues structure, either increasing or decreasing is made by the union, the Union agrees to supply the School District with a written request from Service Employees' International Union AFL-CIO, Local 79-M for said change, and submit same to the Local Union Treasurer at his home address.
9. Upon the full authority, by the employees, the Employer agrees to Check-Off from the pay of such employees, initiation fees, Union dues and rein statement fees in accordance with the appropriate form furnished by the Union.
10. The Board shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Union will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Board for the purpose of complying with Section C of this Article.

## ARTICLE 2 - UNION AND DRIVER RIGHTS

### Section A.

Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every bus driver employee of the Board shall have the rights freely to organize, join, and support the Union for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection or refrain therefrom.

### Section B.

The parties specifically recognize the right of each other to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency.

### Section C.

The Board shall grant the Union use of school buildings for Union meetings. The use of these buildings shall be at reasonable hours which is defined as times other than when students are in attendance during the formal school day. Any use of the buildings shall be governed by Board policy.

### Section D.

Employee representatives of the Union shall be permitted to transact official Union business on school property on non-working times, provided this shall not interfere with or interrupt normal school operations.

Whenever it becomes necessary to participate in arbitration proceedings or meetings with non-board employed personnel in preparation for arbitration hearings, Union officers and/or members shall be released without loss of benefits but the employees shall not be paid. Such time shall be scheduled by mutual agreement.

### Section E.

The Union shall have the right to post notices of Union activities on a bulletin board in the bus driver area, provided, further that the bulletin board shall not be used by the Union for disseminating propaganda, political material, or the like.



**ARTICLE 2 - UNION AND DRIVER RIGHTS (Continued)**

**Section F.**

The rights granted herein to the Union shall not be granted or extended to any competing labor organization desiring to represent bus drivers.

**Section G.**

The Union President shall receive copies of all disciplinary write ups, job postings, and updated seniority lists. The seniority list shall be updated on September 15th and January 15th of each year.

## ARTICLE 3 - BOARD RIGHTS AND RESPONSIBILITIES

### Section A.

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, subject to the provisions of this Agreement, the right:

1. To the executive management and administrative control of the school system and its properties and facilities.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
3. To determine the hours of employment and the duties, responsibilities and assignments of employees with respect thereto, and the terms and conditions of employment.

### Section B.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the United States.

### Section C.

The Board agrees to discuss any changes in work rules with the Union prior to implementation of said change.

## ARTICLE 4 - GRIEVANCE PROCEDURE

### Section A.

Definition: A grievance is defined as an alleged violation of a specific article and section of this Agreement, and each grievance shall be submitted on the prescribed form as in Appendix A. Any grievance occurring during the period, between the termination date of this agreement and the effective date of a new agreement shall not be processed under this agreement unless the previous contract is extended by mutual agreement. Any grievance which arose prior to the effective date of this agreement shall not be processed under this agreement.

As used in the Article, the term "employee" shall mean also a group of employees having the same grievance.

Only bona-fide past practices shall be enforceable under the grievance procedure. To be a bona-fide past practice all of the following requirements must be met:

1. The existence of the practice must have been recognized by both the Union and the Employer.
2. A practice claimed to be established prior to July 1, 1976 shall not be a bona-fide past practice unless such practice meets all of the requirements set forth in items 1, 3, 4 and 5.
3. The practice must not have been the result of an error or misinterpretation of the agreement.
4. The practice must have been consistent among all employees.
5. The practice cannot be in violation of this Agreement or any applicable statute.

### Section B.

Adjustment of Grievance: Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

- (a) Level One: The employee with a grievance shall, within five (5) working days of the occurrence, first discuss the matter with her immediate supervisor, either directly or through her Union Representative, with the object of resolving the matter informally. And if the grievance, is not adjusted to the employee's satisfaction if the matter is not thereby disposed of, it shall within five (5) working days, be reduced to writing and submitted to the employee's immediate supervisor on the prescribed form. The written "statement of grievance" shall name the employee involved; shall state the facts giving rise to the grievance, and shall

## ARTICLE 4 - GRIEVANCE PROCEDURE (Continued)

identify all provisions of this agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union, with respect to these provisions, and indicate the relief requested.

The immediate supervisor shall, within five (5) working days of the receipt of the grievance, answer it in writing. A copy shall be sent to the employee and the Union.

- (b) Level Two: In the event that the employee is not satisfied with the disposition of her grievance at Level One, she shall file the grievance in writing within five (5) working days of the answer at Level One to the Superintendent of Schools or his designated representative, who shall issue a decision within five (5) working days of receipt.
- (c) Level Three: In the event that the employee is not satisfied with the disposition of her grievance at level two, she shall file the grievance in writing to the Board within 5 working days after the decision is issued at level two.
- (d) Within 20 days from receipt of the grievance, the Board shall pass upon the grievance and notify the Union of its decision in writing. The Board will hold a hearing thereon with the grieving party present or will designate one or more of its members to hold a hearing provided, however, that in no event, except with express written consent of the Union, shall final determination of the grievance be made by the Board more than 20 days after its submission to the Board. The employee shall have the option of a public or private hearing. Either party may be represented by counsel.
- (e) If the decision of the Board is not satisfactory to the Union, the grievance may be submitted within 30 days to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected from a panel of the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The Board and the Union shall be required to disclose to each other all relevant facts available during the steps of the grievance procedure through Level three, subsection (d). The arbitrator shall have no power to alter, add to or subtract from the terms of this contract. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon be entered in any court of competent jurisdiction.

### Section C.

If any bus driver for whom a grievance is sustained or shall be found to have been unjustly discharged, she shall be reinstated with full reimbursement of all compensation lost. If she shall have been found to have improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to her.

### Section D

The cost of any arbitration under this Article shall be shared equally by the Board and the Union.

ARTICLE 5 - COMPENSATION

Section A - Driver's Wage Schedule.

<b>WAGE SCHEDULE</b>				
	7/1/93 thru 12/31/93	1/1/94 thru 6/30/94	7/1/94 thru 12/31/94	1/1/95 thru 6/30/95
Starting Wage	\$10.48	\$10.69	\$10.90	\$11.11
After 90 Actual Driving Days	\$11.16	\$11.38	\$11.61	\$11.84
After 4 Years	\$12.57	\$12.82	\$13.08	\$13.34
After 10 Years	\$12.87	\$13.12	\$13.38	\$13.64

The Board shall pay the 5% retirement contribution for all drivers to the Michigan School Employees Retirement Fund.

Employees shall be paid on every other Friday morning. In the event a pay day occurs on a holiday, employees shall receive their pay on the last regular work day prior to such holiday, whenever possible.

Section B - Lunch and Dinner Reimbursement.

Drivers shall be reimbursed for up to three dollars and twenty-five cents (\$3.25) for lunch, and up to five dollars (\$5.00) for dinner on out-of-district trips, providing such trips occur during normal lunch and dinner hours. If trip time exceeds ten (10) hours, total reimbursement of ten dollars (\$10.00) will be made to driver for eating expenses.

Section C - Timed Runs, Bus Cleaning, Warm-up, etc.

All runs are to be timed by 30 working days after the start of school to establish a standard number of hours and minutes for each run so that the wage paid the driver throughout the school year can be standardized by multiplying the drivers' regular wage by the standard run time.

Should a driver be delayed on her run because of breakdown or inclement weather beyond the driver's control, an adjustment of her wages for that day for all time shall be considered and approved by the Transportation Supervisor. Running out of gasoline shall not constitute reason for such adjustment.

## ARTICLE 5 - COMPENSATION (Continued)

In addition drivers shall be paid an additional one-half (1/2) hour per day for bus cleaning, warm up and waiting in gas line, which shall be considered as regular wages.

### Section D - Interrupted Work Schedule and Act of God Days

In the event a scheduled work day is cut short or cancelled because of an emergency including but not limited to inclement weather, boiler failures, electrical failures, or other Acts of God, etc., drivers shall suffer no loss of regular wages for such days. The Employer shall have the option of paying the regular wages or notifying the driver that the day will be made up. Such notification shall be in writing and indicate the make up day. Regular wages shall include Kindergarten, vocational education runs, special education runs as well as other runs.

### Section E - Overtime Pay.

Time and one-half (1½) will be paid for any hours actually worked over forty (40) hours in one week or for any hours actually worked over five (5) on Saturday. Double time shall be paid for any hours actually worked on Sunday. In addition to holiday pay, drivers will be paid time and one-half (1½) for any hours actually worked on a holiday.

### Section F - Layover-time Payment.

If the time between an A.M. and P.M. run and a field trip or athletic trip is less than one (1) hour, the driver shall count it as layover time and shall be paid at their regular rate of pay for such time. Drivers shall use such time for clerical work pertaining to busing of children, providing the layover time is sufficiently long enough to accomplish this.

### Section G - Minimum Pay for Field Trips and Athletic Trips

All special trips shall be paid at the driver's regular hourly wage for both driving and layover time. Drivers shall be paid a minimum of one hour's wages at the current wage scale for cancelled special trips when the driver has not been notified at least one hour before the trip is scheduled to leave.

If the cancelled special trip was to take place during the driver's regular run time, such driver shall be permitted to take her regular run provided it has not left the bus garage. In the event such driver's regular run has left the bus garage, said driver shall receive one hours pay and shall be placed at the top of the special trip list.

ARTICLE 5 - COMPENSATION (Continued)

Section H - Physical Examinations

Drivers may be required to secure necessary physical examinations from a Board approved physician (the cost of such examination shall be borne by the Board) and in the event the employee's physician makes a medical finding different from that of the Board approved physician, the employee shall be examined by an appropriate physician specialist selected by the Board (other than the Board's or employees' physician) who is on the staff at St. Joseph Hospital and/or the University of Michigan Hospital and/or Providence Clinic or Hospital whose finding shall be conclusive. The cost of said physician shall be borne by the Board.

Section I - Payment for Summer Runs

Summer drivers shall be paid at their regular school year rate.

Section J - Special Conferences and Meetings

Bus drivers shall be paid at their regular hourly rate for all conferences held with parents and Director of Transportation, or meetings called by Director of Transportation.

Section K - Paid Holidays

The following days will be paid providing the bus driver works the assigned work day before and immediately following the holiday listed below:

- New Years Days
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday After Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Years Eve
- Martin Luther King Holiday (As scheduled in the teacher contract. In the event teachers do not observe this holiday, records day in January will be considered the holiday)

For purposes of this section an excused day of absence (sick or personal) shall be considered as a day worked.

Only regular summer drivers shall be eligible for Independence Day.

**ARTICLE 5 - COMPENSATION** (Continued)

If the driver works on a holiday, excluding special trips, that driver shall be paid his/her regular hourly rate for the hours actually driven and shall also be paid for the holiday at his/her normal day's schedule.

**Section L - Hospitalization and Medical Insurance**

Employee eligibility for insurance shall be on the following basis:

- (a) Employees hired as regular drivers on or before November 30, 1984 who work 20 hours or more per week shall be eligible for full benefits.
- (b) Regular employees hired as regular drivers on or after December 1, 1984 shall receive coverage on the following basis:
  - 1) If regularly assigned thirty (30) hours or more per week which includes regular assignments to vocational education and kindergarten runs, shall be eligible for full benefits.
  - 2) If regularly assigned to less than thirty (30) hours a week, no coverage of benefits during the qualifying year.
  - 3) Full coverage for regular drivers hired on or after December 1, 1984 for the entire year following a year in which 900 hours were worked (including all regularly assigned and extra runs such as field trips). Such employees who establish insurance eligibility in one year by working 900 hours, will establish minimum eligibility for subsequent years by working 800 hours under the specified terms. The last sentence of this paragraph shall become effective at the beginning of the 1987/88 school year.
  - 4) The drivers qualifying year is one full year from their date of hire. Based on the hours accrued and employee will be eligible for benefits on the first day of the month following the qualifying year.
  - 5) Employees hired after December 1, 1984 who do not qualify during one year are eligible to qualify and must re-qualify each preceding year for continuation of benefits.
  - 6) Hours worked do not include worker's compensation or LTD coverage periods. Drivers on unpaid leaves of absence are not eligible for coverage unless provided elsewhere in this contract.



**ARTICLE 5 - COMPENSATION (Continued)**

Upon proper application by employees who are eligible under (a) or (b) above, the Board shall select and pay the premium for:

1. **Hospitalization** - The following hospital and medical coverage for all eligible employees and their dependents on a twelve (12) month basis: Employees eligible for comparable hospital and medical coverage under another Employer paid plan shall not be eligible for such insurance under this agreement. Current hospital and medical insurance under this agreement including the following additional riders: IMB (Immediate Maternity Benefits), CC (Convalescent Care), and VST (Voluntary Sterilization) shall be continued, \$2.00 prescription co-pay effective May 1, 1990.

(a) Eligible employees electing not to be covered by health insurance premiums will be provided \$50 per month to be applied to tax deferred annuities (from the list of 10 companies). This benefit will take effect on the first of the month after two (2) employees drop their present health insurance package.

2. **Life Insurance** - A term life insurance policy with AD & D for \$7,000.

3. **Dental Insurance** - A full family dental insurance program for each employee.

(a) Such dental insurance program shall provide benefits as follows:

Class I, 80% Co-Pay  
Class II, 80% Co-Pay  
Class III, 80% Co-Pay

(b) Class benefits shall be according to the following general classifications:

- 1) **Class I Benefit:** Includes the basic dental services, i.e., examination, radiographs, patient consultation, preventive treatment (primarily prophylaxis and topical fluoride treatment for children) fillings, crowns (including necessary gold crowns), jackets, oral surgery (primarily extractions), endodontic and periodontic services. Annual Maximum: \$800.00
- 2) **Class II Benefit:** Includes prosthodontics services - bridges, partial and complete dentures. Annual Maximum: \$800.00
- 3) **Class III Benefit:** Includes procedures for the prevention and correction of malposed teeth (orthodontics). Lifetime Maximum: \$800.00

**ARTICLE 5 - COMPENSATION (Continued)**

**4. Vision Care - A full family Vision Care Program for each employee.**

(a) Such Vision Care Program shall provide as follows:

<u>Benefit</u>	<u>Intermediate Vision</u>
Examination	80% of reasonable and customary
Single vision lenses	80% of reasonable and customary
Bi-focal lenses	80% of reasonable and customary
Tri-focal lenses	80% of reasonable and customary
Lenticular lenses	80% of reasonable and customary
Frames	80% of reasonable and customary
Contact lenses	\$32.00 per lens, 80% of customary and reasonable charges is paid if visual acuity of the patient is not correctable to 20/70 in the better eye with conventional lenses, but can be corrected to 20/70 or better by the use of contact lenses.

An examination, frame, and one pair of corrective lenses (including prescription sunglasses, photography lenses, or contact lenses) will be provided once in a 12-month plan year for each eligible member of the family.

**5. Long Term Disability Insurance - A long term disability insurance policy for each employee as follows:**

- (a) 50% of salary after a 90 calendar day waiting period.
- (b) Maximum payment of \$1,000 per month.
- (c) Primary social security offset.
- (d) Social security freeze.
- (e) Minimum benefit payable by the insurance company of \$25 per month regardless of social security disability or other benefits.
- (f) Subject to the rules and regulations of the carrier, no employee shall be eligible for a long term disability insurance while receiving Worker's Compensation payment coverage.

ARTICLE 5 - COMPENSATION (Continued)

GENERAL CONDITIONS:

1. Benefits will terminate:
  - (a) Upon termination of this plan.
  - (b) Subject to the laws of the State of Michigan, when the employee terminates his employment with the Board he/she may by cash payment prepay his/her insurance for those months between employment.
  - (c) When the employee leaves active work on strike.
2. The above mentioned benefits shall be by way of a fringe benefit with no cash reimbursement for those employees who do not qualify for such benefits.
3. Employees on leave of absence in excess of three (3) weeks shall be required to pay for the insurance or else it will be terminated. Employees absent due to a work related injury or disability shall continue to have those insurance benefits described in Article V, Section L. provided by the Board for two (2) months.
4. The Board, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the insurance coverage. The failure of an insurance company to provide any of the benefits which it has contracted, for any reason, shall not result in any liability to the Board of the Union nor shall such failure be considered a breach by either of them of any obligation under this article.
5. Difference between employees or beneficiaries of employees and an insurance company shall not be subject to the grievance procedure.
6. Subject to the terms of the contract with the insurance carrier, it is the intent of the parties that insurance benefits provided shall commence on the first full-time compensable working day of the employee and that coverage shall remain in effect continuously for the duration of the Agreement as long as the employee is actively employed by the Board.
7. The Board shall select the insurance carrier for all insurance coverage except Hospitalization and Medical Insurance as provided in Section L 1. and shall not change the insurance carrier without written notification to the Union.
8. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage, and other related matters.

ARTICLE 5 - COMPENSATION (Continued)

9. Employees who leave the employ of the District must contact the business office if they wish to convert their life insurance policy and pay for it themselves.
10. The parties agree that during the life of this agreement, July 1, 1993 through June 30, 1995, a committee will be formed to study insurance coverage carrier and cost. The committee will be composed of three members appointed by the Board and three members appointed by the Union. The committee will meet on mutually agreeable dates. Either party may call a special meeting of the committee. Should the committee reach an agreement on an alternative program/plan during the first year of the agreement, the alternative program/plan shall be taken back to the respective parties for a ratification vote. If ratified by both parties, the new program shall be implemented as soon as possible.

Section M - Bus Drivers' Safety Classes and Tests

Drivers have the responsibility to complete the Oakland County Bus Drivers' Education Program. Drivers must attend the program as often as required by law. Drivers' will be paid \$3.50 per hour for each hour of class time attended. In addition drivers will be paid at his/her regular hourly rate for time on the site while taking the required road skills examinations.

Section N - Jackets

The district will purchase one jacket every two years for each regular driver. The jackets will be worn when the weather warrants.

Section O

Regular drivers shall receive an annual Longevity Allowance payable on their anniversary date of hire as a regular driver in accordance with the following amounts:

	<u>1993-94</u>	<u>1994-95</u>
After completion of 10 years	- \$160.00	\$220.00
After completion of 15 years	- \$210.00	\$270.00
After completion of 25 years	- \$310.00	\$370.00

## ARTICLE 6 - SENIORITY, LAYOFF AND RECALL

### Section A.

Any employee assigned to a regular run shall serve a probationary period of 75 working days. When an employee finishes the probationary period, he shall be entered on the seniority list and shall rank for seniority 75 working days prior to completion of the probationary period. Excused absences are defined as time worked.

There shall be no seniority among probationary employees. The driver's name will be placed at the bottom of the special trip list after the probationary period has been served.

### Section B.

Seniority shall be defined for the purposes of this Agreement to mean the length of an employee's continuous service with the Board from his assignment date to a regular run subject to the provisions above. Seniority for employees commencing on the same date shall be determined by date of application and then alphabetically by surname.

### Section C.

At the time a driver is placed on a regular run for the first time, her probationary period shall be considered served providing that the driver had driven for 75 working days as a substitute driver for this school district.

### Section D.

An employee shall be terminated and lose his seniority rights if he:

1. Quits or retires.
2. Is discharged and the discharge is not reversed through the grievance procedure.
3. Fails to report for work within three (3) working days following from layoff. Notification shall be by registered or certified letter.
4. If the employee is absent three (3) consecutive working days and fails to notify the supervisor each day of the absence, unless the absence is pre-arranged with a doctor's slip in evidence.
5. Fails to return from a leave of absence at the designated time, unless extended by the Board in writing.
6. Becomes gainfully employed while on leave of absence, unless the leave of absence is granted for this purpose.

## ARTICLE 6 - SENIORITY (Continued)

### Section E.

In the event of a layoff, probationary employees shall be laid off first. Seniority employees shall be laid off according to seniority. The Employer shall give drivers and the Union at least two (2) weeks notice prior to a layoff, where possible. Employees laid off shall be recalled to work in the reverse order they were laid off with the most senior driver being called back first.

### Section F.

Summer runs will be posted by the Supervisor. The supervisor will determine the number of runs to be driven. Applicants will be chosen to drive these runs according to seniority.

Special trips during the summer months shall be assigned by the Supervisor according to seniority from amongst those drivers who have signed up for summer driving.

If "subs" are needed in the summer, regular drivers who have signed up to be subs shall be called on a rotating basis by the transportation supervisor or his/her designee before drivers outside of the bargaining unit.

### Section G.

Bus drivers desiring to leave the employ of the school are requested to give two week's notice in writing of such intent to the bus supervisor unless said period is waived by mutual agreement.

### Section H.

When a supervisor goes back into the Union, he/she will bump into the lowest seniority full-time position, retaining the seniority he/she had before becoming a supervisor. However, for purposes of job transfer, assignment, promotion and overtime, the returning supervisor shall be slotted at the bottom of the seniority list. This restriction on the use of seniority shall expire one (1) year after returning to the bargaining unit.

### Section I.

All drivers who transport in-district special education students shall be considered regular drivers. Those drivers who transport special education students outside of the district shall be considered special education drivers. If transportation (other than state mandated special education transportation) is eliminated, and then reinstated, regular drivers who were driving in-district special education students during the period of time regular transportation was eliminated shall be considered as regular drivers and shall enjoy the same rights and privileges as less senior drivers when routes are bid or assigned.

## ARTICLE 6 - SENIORITY (Continued)

### Section J.

In case of a decrease in the amount of work available, district revenue, or a change in priorities, a reduction in the work force may follow. Such a reduction shall mean a 'layoff' of some and/or all department employees. In the event of a layoff, the following provisions shall govern:

1. Probationary employees shall be laid off first. Seniority employees shall be laid off according to seniority by department. The Employer shall give drivers and the Union at least two (2) weeks notice prior to a layoff when possible.
2. Employees shall continue to accumulate seniority while laid off for a period of two (2) years. After two (2) years, a laid off employee will lose any right to recall.
3. The Employer shall provide all insurance benefits under this contract for employees laid off for the remainder of the calendar month in which the layoff occurs.
4. Laid off employees, who are members of the bargaining unit, who have signed up for available bus driving work shall be offered same. The Employer shall not be required to repeatedly offer available special trips/runs to laid off employees who have previously refused two times. An answer of 'no' shall constitute a refusal.
5. At the time of notification of layoff, each employee shall be responsible to verify with the Transportation Office that employee's address.
6. Employees laid off shall be recalled to work in the reverse order from which they were laid off, with the most senior driver being call back first.
7. Each employee shall receive his notice of recall by registered mail or certified mail at his last known address. He will be given three (3) working days in which to report for work from the date of the receipt of the notice.
8. For the purposes of qualifying for insurance benefits as per Article 5, Section L, the employee shall be placed at the same qualifying position as if the layoff had never occurred (i.e., they shall be returned to the same status they held prior to the layoff).

## ARTICLE 7 - DISCHARGE PROCEDURE

### Section A.

The discharge of seniority driver may be made only for just cause and only after such charges, notices, hearings and determination thereof as hereinafter provided, it being understood that such action is subject to the grievance procedure.

### Section B.

All charges against an employee shall be made in writing, signed by the person making the same, and filed with the Superintendent or his designated representative. If he decides to proceed on such charges, he shall furnish the employee with a written statement of the charges.

### Section C.

Drivers that have had their employment terminated shall lose all seniority and accumulated benefits.



## ARTICLE 8 - DRIVER PROTECTION

### Section A.

The Board will accept the responsibility to give appropriate support and assistance to bus drivers with respect to the maintenance of discipline on school buses.

### Section B.

If a driver is threatened with or subjected to legal suit by reason of customary and appropriate action against a student, (provided such action occurs within the scope of the driver's employment with this school district), the Board will review and provide the necessary legal assistance to the driver in his/her defense.

### Section C.

Any case of work related assault will be reported promptly to the Superintendent or his designated representative. If the assault is by an adult person who is not a student, the Superintendent or his designated representative will promptly report the incident to the proper law enforcement authorities. In either case the Board shall provide legal counsel to advise the driver of his rights.

### Section D.

As a result of an incident outlined in B. or C. above, the driver shall not incur loss of wages or sick leave time. The district shall not be liable for any damages compensable under Worker's Compensation. Should this benefit be found to be subject to the coordination requirements of Workers' Compensation, such that the amount of Workers' Compensation benefits is reduced, the employee shall not be allowed the use of this benefit and shall receive only the Workers' Compensation benefit provided by that statute.

## ARTICLE 9 - LEAVES OF ABSENCE

### Section A.

A leave of absence without pay and fringe benefits may be granted to a seniority driver for up to one (1) year at the discretion of the Board. A written request for such leave must be submitted to the Director of Transportation and approved by him in writing, prior to the start of the leave. Upon expiration of the leave, the driver shall be entitled to return to his run, providing the leave is less than three (3) months. Any leave over three (3) months, the driver may return to his run if vacant or the first vacant run for which he is qualified and be placed in the same position on the salary schedule that was held prior to the leave. If an employee is not granted a leave, or if the employee fails to return or to notify the department head of her expected date of return, she shall be considered a voluntary quit and shall lose her rights to any and all benefits accrued. If requested, the Board may grant an extension to a leave, in which case the driver would not lose her run after three months and would return after the extension to her same position on the salary schedule.

### Section B.

A maternity leave of absence without pay shall be granted to an employee who has completed her probationary period. Maternity leave shall commence on the date set by the employee's physician. The employee requesting such leave shall file her request in writing and the physician's statement indicating the expected dates of such leave, with the Superintendent. Employees shall be returned to their former work assignment upon presentation of a physician's statement indicating her ability to return to work. Pregnant employees shall be permitted to continue as long as they are physically well enough to do so without becoming an industrial risk.

Employees granted maternity leave may use or retain all accumulated sick leave benefits and their position on the salary schedule. Time on leave will not be considered as experience for salary or seniority purposes. Return to work will be to the same position if within three (3) months of last day worked. Otherwise, return will be to the first open position.

### Section C.

Employees shall be granted a child care leave for a period of up to one year. An extension of up to one year may be granted by the Board. An employee granted a child care leave may retain all accumulated sick leave benefits and his/her position on the salary schedule. Time on a leave will not be considered as experience for salary or seniority purposes. Return to work will be to the same position if within six (6) months of last day worked. Otherwise, return will be to the first open position.

## ARTICLE 9 - LEAVES OF ABSENCE (Continued)

### Section D.

A leave of absence shall be granted an employee called for jury service or when he is subpoenaed as a witness providing he is not a defendant. The employee will be paid the regular wages during time spent on jury duty. The employee will reimburse the District the amount for the daily jury duty fee paid by the court.

Also a driver will be excused from work to serve on an election board as an official election-day worker. This is to be considered a leave without pay.

### Section E.

1. Regular drivers may be granted a maximum of five (5) days leave on full pay in the event of death of a member of the immediate family. The immediate family shall be defined as husband, wife, mother, father, sister, brother, son, daughter, daughter-in-law, son-in-law, grandmother, grandfather, grandchild of the employee or the employee's spouse or any relative of either spouse living in the employee's home.
2. Drivers must call the supervisor to report absences from duty or face possible three (3) days suspension.
3. Absences not covered above, such as personal business, may be granted without pay, providing a qualified driver is available other than the bus mechanics.
4. When a driver is absent without prior approval, a review of the driver's record will be made to determine continuation in the school's employment.

### Section F - Personal Business

Regular drivers shall be allowed two (2) personal paid business days per year, deductible from accumulated sick leave. A request shall be submitted in writing at least 24 hours in advance. In case of an emergency, such as sudden illness or death in the family, the 24 hour notice will be waived. In such cases the supervisor shall be notified immediately between the hours of 6:30 A.M. and 10:30 A.M. or as soon as possible. Personal business days may not be utilized on the day before or after a holiday.

Once granted, approval may not be rescinded unless by mutual agreement.

## ARTICLE 10 - SICK DAY BENEFITS

### Section A.

Sick day benefits in the amount of ten (10) days per year - one (1) day per working month - to a total of one hundred (100) days may accrue to each driver who drives a regular scheduled run. Absences from duty chargeable against this time shall be due to personal illness, injury, or personal business or illness in the immediate family.

An employee who is absent for more than three (3) consecutive working days for illness shall have a statement from his/her doctor. Failure to provide the doctor's statement will result in loss of pay beginning on the fourth day and until the employee's return to work.

A working month is defined as a month in which at least eighteen (18) days were worked except during Christmas and Easter holiday periods and the month of June when all of the scheduled work days must be worked. Time worked, for purposes of this section, shall include paid excused absences.

During the summer months, drivers earn one sick day per month providing at least ten (10) days are worked during the month.

### Section B.

Employees who retire and are eligible for and make application for benefits under the Michigan Employees Retirement System shall be paid for 1/4 of their accumulated sick bank at their last rate of pay and work-day schedule.

ARTICLE 11 - "NO STRIKE CLAUSE"

The Union agrees that during the entire life of this agreement, there shall be no sanctioned or condoned strike or work interference or curtailment of any kind for any reason.

The Union further agrees it will take prompt affirmative action to prevent or stop any unauthorized strikes or work interference, or curtailments of any kind by notifying the employees and the public that it disavows these acts.

All stewards and officers of the Union shall take prompt, affirmative action to try to prevent any strikes, work interference or curtailments of any kind.

The Union agrees that the District has the right to discipline (including discharge) any or all employees who violate this article, providing the Union reserves the right to present the employee's case to the Board.

## ARTICLE 12 - SPECIAL CONFERENCES AND NEGOTIATION PROCEDURES

### Section A.

While the terms and conditions of this Agreement shall remain in full force and effect for the duration of the Agreement, it is recognized that matters may arise during the life of the Agreement which are of vital mutual concern to the parties. If such matters do arise, the parties may, by mutual written agreement, arrange for a special conference to discuss the matter. Arrangements for such a meeting shall be made in advance and an agenda of the matters to be taken up in such a meeting shall be confined to those on the agenda.

### Section B.

Sixty (60) days prior to the expiration of this Agreement, the parties shall initiate negotiations for the purpose of entering into a successor Agreement for the forthcoming year.

### Section C.

Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will have all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. It is understood and agreed, however, that all agreements are tentative until final ratification by the Board and the Union.

### Section D.

There shall be three (3) signed copies of the final Agreement for the purposes of record. One (1) retained by the Board, one (1) by the Union, and one (1) by the Superintendent.

## ARTICLE 13 - SPECIAL TRIP PROCEDURE

- A. Any driver who is on a regular run or special trip at the time of trip assignments, may select a specific posted trip by applying in writing to the Transportation Supervisor prior to the driver's a.m. run on the day of assignment. If the driver's name comes up on the tag for the trip selected, the driver will be awarded that trip.
- B. Regular and last minute trips shall be assigned in the order of seniority, beginning with the name following the tagged name on the seniority list.
- C. If a trip is cancelled (no bus needed) that driver shall be the first driver asked for the next trip (whether it is a regular trip assignment or a special extra trip.) The driver shall not lose her turn in line whether she accepts or rejects the trip.
- D. A driver who cancels her trip assignment shall lose her first turn at the next trip assignment time. This shall not apply to cases of Workman's Compensation or a death in the immediate family as defined in Article 9, Section D.1.
- E. If no one accepts a trip on the regular assignment, then bargaining unit volunteers from those present in the assignment area may be asked; if no one volunteers, then the subs may be asked. If the sub also refuses the trip, then the person who was first asked for that trip **MUST TAKE THE TRIP.**
- F. If a driver has to cancel her trip because of circumstances beyond her control, explain the situation to all drivers and ask for volunteers. If no one volunteers, ask subs. If no one accepts, then scheduled driver must go! If more than one driver volunteers, the high seniority driver goes on the trip.
- G. Kindergarten trips will automatically be driven by the driver who has the kindergarten run that week. This is not to be considered a special trip and does not interfere with the normal special trip rotation. If a driver carries children to and from two (2) schools, she will take kindergarten trips for the school for which she carries the majority of the children.
- H. All special trips must be driven to be paid for.
- I. If, due to a cancelled trip, a driver has first choice of the first trip on the trip assignment list and is also the first name following the tag, that driver shall be given first choice of the first two (2) non-conflicting trips.
- J. When any trip cancellation occurs, the affected driver(s) will be placed at the top of the list for the next available trip. Trip cancellations shall be made public to the employee at the time of notification to the Transportation Office.
- K. Emergency trips with one hour or less notice to the Transportation Office will be assigned at the discretion of the Supervisor. Emergency trip assignment will not be made from the assignment board; and seniority will be considered when possible.

## ARTICLE 14 - TARDINESS & ABSENCE FROM DUTY

### Section A. - Tardiness

1. All tardiness will be noted and entered into the drivers' record.
2. Excessive tardiness will be reviewed by the driver and the director.
3. Excessive tardiness without acceptable reasons will be reviewed by the director and could result in the termination of employment of the driver.

### Section B. - Absences

1. Drivers have the responsibility to call the bus supervisor by 6:00 a.m. to report off from work.
2. Drivers must call the director's office to report absences from duty or face possible three (3) days suspension.
3. Absences not covered above, such as personal business, may be granted without pay, providing a qualified driver is available other than the bus mechanics.
4. When a driver is absent without prior approval, a review of the driver's record will be made to determine continuation in the school's employment.



## ARTICLE 15 - GENERAL

### Section A.

No person except a regular bus driver covered by this Agreement shall drive a bus on any field trip or regularly scheduled athletic trip (excluding athletic team practices within the district).

### Section B.

The bus driver must at her own expense, obtain a Commercial driving license.

### Section C.

Drivers are not permitted to transport non-scheduled passengers on their regular runs unless directed by the Supervisor of Transportation.

### Section D.

1. Two (2) drivers will be assigned each kindergarten run for the first four (4) days. These drivers shall be paid at their regular rate. One driver shall instruct new kindergartners on crossing, loading and unloading, and safety.
2. All drivers will be guaranteed a minimum of one hour for each of the following:
  - a. Morning elementary (all elementary pick-ups and discharges at elementary schools)
  - b. Morning secondary (all secondary pick-ups and discharges at secondary schools)
  - c. Afternoon elementary (all elementary take-homes from elementary schools)
  - d. Afternoon secondary (all secondary take-homes from secondary schools)
3. All kindergarten runs shall be paid at no less than two (2) hours per day.
4. Each vocational run shall be guaranteed a minimum of one and one-half (1½) hours per run.

**ARTICLE 15 - GENERAL (Continued)**

**Section E. Driver Responsibilities:**

1. Drivers have the responsibility of starting their assigned bus prior to departure from the garage. The exact amount of warm-up time is as follows:

Above 30 ° Fahrenheit	5 minutes
0° to 30° Fahrenheit	10 minutes
5° below to 0° Fahrenheit	15 minutes
Below -5° Fahrenheit	20 minutes

2. Drivers shall be required to perform daily, pre-trip inspection of their vehicles as per Standard 17, U. S. Department of Transportation, Highway Safety Program.
3. Drivers have the responsibility to report to the garage prior to and after every run.
4. Drivers have the responsibility of collection of the necessary data for transportation records and reports. Each driver shall receive a total of two (2) hours pay per year for such work. This will be paid on the last paycheck in June.
5. Drivers have the responsibility of complying with assigned routes, trips and stop instructions.
6. Drivers have the responsibility to leave buses assigned for special trips in the same condition as when it was assigned.
7. A driver does not have the authority to put a student off his bus. Problem students should be reported to the Supervisor, who will notify the student's principal. There may be a special occasion where the principal should be notified directly. Unruly students should be returned to the school for disciplinary action by their principal.
8. Drivers have the responsibility for the safety and welfare of the students while on the bus. When unsafe conditions exist the driver shall stop the bus and notify the appropriate supervisor. If the conditions do not improve so that the bus can continue, the supervisor shall be notified.
9. Drivers can receive reprimands for violations of their responsibilities.

**Section F. - Determination of Assignments**

1. Drivers shall be assigned to routes in accordance with the bid process by seniority.

## ARTICLE 15 - GENERAL (Continued)

2. Regular drivers shall be entitled to bid on all new or permanently vacant runs whenever they occur, providing these runs are longer in duration than the run being driven by the person bidding. If, however, a driver has driven the same area or route for 3 or more years the driver may bid on new runs, open runs or permanently vacant runs. Length of route will not be considered only seniority.
3. New or permanently vacant runs will be posted for five (5) working days prior to filling. Said posting will be made immediately upon creation of a new run or vacancy and shall be filled, in writing, on the sixth (6) day after first being posted and prior to the afternoon runs. Employees awarded a bid shall be assigned the run on the morning of the following work day.
4. Substitute drivers shall have bidding rights on a seniority basis, which shall be considered only after the bids of regular drivers.
5. The vocational education run shall be bid as a kindergarten run.
6. The Supervisor will determine the route assignments. The Supervisor will attempt to keep the length of route in line with the seniority roster. A Union committee will review the regular routes with the Supervisor prior to public notification of route assignments.

### Section G. - Student Accidents

1. Chargeable accidents will be entered in the driver's record. A review will be made of the circumstances to determine continuation of employment.
2. All accidents to children while mounting, dismounting, or riding on the bus must be reported to the supervisor's office.

### Section H. - Mechanic on Duty

For protection in case of a breakdown, a mechanic shall be on duty at all times. This mechanic shall not drive on a run unless all other possibilities have been exhausted.

### Section I. Kindergarten Runs

1. Assignment to kindergarten and vocational education runs shall be permanent for one semester - one driver shall be responsible for a run. Volunteers for such runs will be assigned on a seniority basis. Those who volunteer and are assigned on a seniority basis shall have a team member to share the run but the driver is the only one responsible for the run.

ARTICLE 15 - GENERAL (Continued)

2. If such a run is eliminated by the administration, the low seniority vocational or kindergarten driver, as the case may be, will lose the additional assignment.
3. If there are insufficient volunteers for assignment as teammates, the office will assign teammate responsibilities among regular drivers who do not have an additional assignment on a regular basis; i.e., teammate drivers may not be utilized as teammates for more than one such assignment.
4. In the event both the driver responsible for the run and the team member are unavailable for driving a run more than 10% of the time during a semester, for any reason, then such driver(s) responsible for the run shall not be eligible for a kindergarten or vocational education run for the following semester.
5. Assignment of substitute and team members for kindergarten and vocational education runs, will be on a permanent basis, for one semester. Substitutes for the runs will be on a volunteer basis. At the start of the second semester, if no drivers volunteer for permanent runs, the runs will be assigned so that each driver will share the runs equally. The drivers who volunteer to drive permanent kindergarten and/or vocational education runs the first semester shall be given first choice to drive a permanent kindergarten or vocational education run the second semester, if the above conditions are met.
6. Regular substitute drivers shall be considered for permanent kindergarten and vocational education runs in the event sufficient volunteers are not available from the regular drivers.
7. When the regular kindergarten or vocational education driver is going to take time off work, such regular driver shall ask the team member to drive and shall so notify the Transportation Supervisor. This provision shall not apply in the case of illness, in which case the driver shall notify the supervisor prior to 6:00 A.M. and the supervisor will arrange a teammate. If the team member is unavailable to drive the Transportation Supervisor shall obtain a substitute driver from the volunteer list on a rotating basis.

Section J.

Sub drivers shall be used only as replacements for regular drivers when regular bargaining unit drivers are unavailable.

ARTICLE 15 - GENERAL (Continued)

Section K.

No material derogatory to an employee's conduct, service, character, or personality shall be placed in said employee's personnel file unless the employee is given the opportunity to first read such material(s). The employee shall acknowledge the reading of the material by affixing his/her signature and date on the actual copy to be filed, with the understanding such signature merely signifies the material(s) have been read and does not necessarily indicate agreement with the contents.

1. The employee, upon request, shall be permitted to have a true copy of the contents of his/her personnel file at the employee's expense.
2. The employee shall have the right to answer any material filed and the answer shall be attached to the file copy.

Section L.

Discipline shall be removed from an employee's disciplinary record twenty-four (24) months after it was issued provided the employee does not repeat the infraction during the twenty-four (24) month period.

Section M.

Both parties recognize the need for unbiased, accurate performance evaluations. To this end the parties shall jointly devise a performance evaluation system. It is understood that the Administration's decision is final should there be any areas of dispute. A final system shall be agreed upon within ninety (90) working days after ratification of this Agreement. The ninety days may be extended by mutual consent.

## ARTICLE 16 - SPECIAL EDUCATION RUNS

### Section A.

Any person or persons who are assigned to drive Special Education runs shall not be permitted to drive any other runs such as kindergarten or vocational education that would normally be driven by a driver assigned regular runs. Special Education drivers may take field trips and athletic events as long as they don't interfere with their regular run.

In the event of a lay-off, the Special Education drivers will not be bumped. If Special Education drivers are laid off, they may not bump a driver driving regular runs.

Special Education drivers may be used to drive regular in an emergency when no other bargaining unit employee is available. The driver representative of the Union will be notified that this is being done.

### Section B.

On days when an out-of-district school is not in session, the Special Education driver will only be paid for the hours actually scheduled, but not to include the "down" school/building.

### Section C.

Recognizing the fact that Special Education routes are constantly changing, the drivers of these routes will be paid accordingly.

1. If a student does not ride the school bus for more than five (5) consecutive school days, that student shall be temporarily removed from the driver's schedule and the driver shall adjust his/her time accordingly. The driver will not be paid for the difference in time.
2. When the student returns, the driver's time will be adjusted accordingly. The driver will then be paid for the additional time.

### Section D.

The Supervisor will consult with Special Education drivers before using alternative transportation for Special Education students.

**ARTICLE 16 - SPECIAL EDUCATION RUNS** (Continued)

**Section E.**

If "subs" are needed for Special Education routes when South Lyon Schools are not in session, regular drivers who have signed up to be "subs" shall be called on a rotating basis by the Supervisor or his/her designee before drivers outside of the bargaining unit.

ARTICLE 17 - DURATION OF AGREEMENT

- A. The provisions of this Agreement shall be effective as of July 1, 1993, and shall continue and remain in full force and effect to and including June 30, 1995.
- B. Any new agreement reached prior to June 30, 1995, shall be effective July 1, 1995. Any agreement reached after said dates shall be effective upon such date as shall be set by the parties.
- C. If good faith negotiations are in progress at the expiration date of this Agreement, the Agreement may be extended by mutual agreement, with the exception of incremental raises, until a new agreement is reached.

South Lyon Community Schools

Local 79-M, Service Employees  
International Union, AFL-CIO

By Reagan Connolly  
Board of Education, President

By Sommie G. Kay  
President

By Georgette Elliot  
Board of Education, Secretary

By Kevin K. Lundquist  
Secretary

By Janet Marks  
Bargaining Committee

By Margaret Gatterer  
Bargaining Committee

By Karen D. Agostino  
Bargaining Committee