

6/30/94

MASTER AGREEMENT

BETWEEN

INTERMEDIATE SCHOOL DISTRICT OF ST. CLAIR COUNTY

LOCAL 516M

SERVICE EMPLOYEES INTERNATIONAL UNION

AFL-CIO

BUS DRIVERS AND AIDES

1991/92

1992/93

1993/94

*St. Clair County Intermediate School District*

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## WITNESSETH

This agreement entered into this 4th day of November, 1991, by and between the BOARD OF EDUCATION of the INTERMEDIATE SCHOOL DISTRICT OF ST. CLAIR COUNTY, MICHIGAN, hereinafter called the Board and LOCAL 516M, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, hereinafter called the Union.

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and the Constitution of the State of Michigan and of the United States.

The exercise of the powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the terms of this contract and then only to the extent such terms are in conformance with the Constitution and Laws of the United States and the State of Michigan.

## ARTICLE I

### Recognition

#### Section 1

The Board recognizes the Union as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all regularly employed full and part-time bus drivers and bus driver aides, excluding all substitute drivers and aides and all other classifications, supervisory and confidential. For purposes of this section, a part-time employee is one employed on a regular basis at least fifteen (15) hours a week or more.

#### Section 2

If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed valid and subsisting only to extent permitted by law, but all other provisions or applications shall continue in full force and effect during the life of this agreement. The Board agrees to re-negotiate any provision of this agreement which may be found contrary to law.



## ARTICLE II

### Union Security

#### Section 1

Employees covered by this agreement at the time it becomes effective, and who are members of the Union at that time, shall as a condition of continued employment, continue membership in the Union for the duration of this agreement or shall pay to the Union an amount of money equal to the Union's regular and usual monthly dues but excluding initiation fees and other assessments.

#### Section 2

All future full-time and regular part-time bus drivers or bus driver aides, as a condition of continued employment, shall either become members of the Union or shall pay to the Union an amount of money equal to the Union's regular and usual monthly dues but excluding initiation fees and other assessments. This requirement becomes effective after thirty-one (31) calendar days of employment.

#### Section 3

The Union will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reasons of action taken or not taken by the Board for the purpose of complying with Sections 1 and 2 of Article II of this Agreement.

## ARTICLE III

### Financial Responsibility\Payroll Deductions

#### Section 1

The payroll deduction of membership dues and non-member assessments, excluding initiation fees and other assessments of the Union, shall be made from the first two pays of each month from September through June, one half of the deduction from each of the two pays. The Union agrees to supply the Business Office with properly signed voluntary deduction cards, which state the monthly amount of dues or assessment. As changes occur, the Union shall notify the Business Office and submit a properly signed voluntary deduction card, if appropriate. The amount deducted from employees shall be forwarded to the Union within ten (10) working days from the date of the second pay. The Business Office will supply the Union with a listing of the deduction and send the listing with the check to the Union.



Article III, continued

Section 2

The Union will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reasons of action taken or not taken by the Board for the purpose of complying with Section 1 of Article III of this agreement.

ARTICLE IV

Representation

Section 1

All employees who are covered by this agreement shall be represented by one (1) steward or one (1) alternate for the purpose of processing grievances.

It is agreed that grievances will be processed at a time that drivers and/or driver aides are off duty and such process does not interfere with the education of students. After the time limits indicated, the grievance process will be reviewed and problems resolved through the negotiations process.

ARTICLE V

Job Status & Function of Union Officers

Section 1

The steward or alternate shall be paid by the Board for time spent in the processing of formal grievances arising out of this agreement during their regularly scheduled working hours at their regularly scheduled rate of pay, providing that such processing is done at times when students are not in session.

Section 2

The steward or alternate may absent themselves from their assigned work to handle Union business when arrangements are made as far in advance as possible with the transportation coordinator. Such time is to be taken without pay.

Section 3

The names of the steward and alternate shall be given in writing to the Superintendent and no steward or alternate shall function as such until the Superintendent has been advised of their selection, in writing, by the officers of the local union. Any changes in steward or alternate shall be reported to the Superintendent, in writing, as soon as practicable.



Article V, continued

Section 4

Executive officers of the International Union or their representatives duly authorized to represent the Union, and/or the President of the Local Union, if not employed by the Employer, will be permitted to participate in meetings relative to hours, wages, and other terms and conditions of employment and will be paid their regular rate for time spent in such meetings, for the hours they would have otherwise worked. Such meetings are to be held when students are not in session.

Section 5

Any steward or alternate having an individual grievance in connection with their own work may ask for the other to assist them in adjusting the grievance.

ARTICLE VI

Grievance Procedure

Section 1 - Definitions

1. A "Grievance" is a complaint by an employee in the Bargaining Unit, or by the Union in its own name, based on an alleged violation, misinterpretation, or misapplication of one or more of the expressed provisions of this Agreement.
2. The "aggrieved person" is the employee or employees making the claim.
3. The term "employee" includes any individual or group of individuals who are members of the Bargaining Unit covered by this contract.
4. A "party in interest" is the person or persons who might be required to take action or against who action might be taken in order to resolve the grievance complaint.
5. The term "days" shall mean school days.

Section 2 - Purpose

1. The primary purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievance.
2. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.



Article VI, continued

Section 3 - Structure

1. At the informal level, the concern or grievance should be discussed with individuals in the following order: (1) Assistant Director of Special Education and/or Transportation Coordinator, (2) Superintendent.
2. When a formal grievance is filed, it should be presented to the Assistant Director of Special Education, who shall be the administrative representative.
3. It is expressly understood that informal grievance shall be processed at times that do not conflict with a driver's or driver aide's job responsibilities.
4. It is agreed that grievance hearings will be scheduled at a time that drivers and/or driver aides are in or near the ISD to assure minimal loss of personal time.
5. It is agreed that drivers and/or driver aides or their representative shall not be paid for time involved in the processing of informal grievances.

Section 4 - Procedure

1. Level One - Appropriate Supervisor
  - A. Informal Step
    1. An employee with a problem shall discuss it with the individuals listed in C-1 and in that order. This process shall be started within ten (10) days of the alleged incident. A sincere attempt will be made by both parties to reach an amicable agreement. There shall be no written record of these meetings.
  - B. Formal Step
    1. If the employee is not satisfied with the informal discussion, the employee and/or steward shall place the grievance in writing and present it to the Assistant Director within five (5) days following the informal conference.
    2. The employee may again meet with their supervisor and discuss the matter, alone or together with his steward.
    3. A written and signed disposition of the grievance shall be made within five (5) days by the Assistant Director.
2. Level Two - Superintendent of Schools
  - A. In the event the aggrieved person is not satisfied with the written disposition of his grievance at Level One (1) the Union shall within ten (10) additional days, file the grievance with the Superintendent.



Article VI, continued

- B. Within ten (10) days after receipt of the grievance by the Superintendent, he shall meet with the Union representatives and discuss the matter. The Superintendent shall render a decision in writing within ten (10) days of such meeting.
3. Level Three - Board of Education
- A. If the Union is not satisfied with the disposition of the grievance at Level Two, the Union shall, within ten (10) days from the receipt of the decision by the Superintendent, refer the grievance, in writing, to the Board via the Superintendent.
  - B. The Board shall meet with the Union president, the Union steward and the parties to the grievance for the purpose of arriving at a decision to the grievance.
  - C. The Board shall, within thirty (30) days after the receipt of the written referral, render a decision, in writing, regarding the grievance.
4. Level Four - Arbitration
- If the Union is not satisfied with the disposition of the grievance by the Board of Education, the grievance may be submitted within thirty (30) days to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Employer and the Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
- The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement. He shall deal with the grievance or grievances which occasioned his appointment.
- The decision of the arbitrator shall be final binding. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear their own expense in connection therewith.
- E. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Union and the Employer.
  - F. Rights of Employees to Representation.
    - 1. Any party of interest may be represented by the Union at all meetings and hearings at any level of the grievance procedure.



Article VI, continued

2. The Union shall have the right to be present and to state its views at the adjustment of the grievance.

G. Miscellaneous

1. A grievance may be withdrawn at any level. Withdrawal of the grievance shall terminate the grievance and the grievance procedure and the aggrieved person or persons shall not be permitted to further continue the same.
2. Decisions rendered at all formal levels shall be in writing and shall be promptly transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party in interest or participant in the grievance procedure by reason of such participation.
4. No document, communication, or record dealing with a grievance shall be filed in the personnel file of the employee.
5. All information and records pertaining to the grievance shall be made available to the Board and the Union upon written request.
6. Failure of the aggrieved person or Union to comply with the foregoing procedure cancels the grievance.
7. Only formal grievances shall be processed outside of regular working hours but on paid Employer time, unless mutually agreed to by all parties.
8. The time requirements herein specified are deemed to be of the essence in this article and may be modified only by mutual consent to the parties.
9. Forms for filing and processing grievances shall be designated by the Superintendent and the Union. The forms shall be prepared by the District and given appropriate distribution so as to facilitate the operation of the grievance procedure.

H. Expiration of Agreement

Notwithstanding the expiration of this Agreement, any claim of grievance arising thereunder may be processed through the grievance procedure until resolution.



## ARTICLE VII

### Seniority

#### Section 1 - Seniority Date

Existing Bargaining Unit members shall be placed on a seniority list based upon the last date of continuous full-time or regular part-time employment by the Board. A separate listing shall be kept for drivers and driver aides. Seniority date shall be defined as the date a driver or driver aide is assigned a full-time regular run.

#### Section 2 - Probationary Employees

New employees will be considered as probationary employees until they have been employed for sixty (60) consecutive calendar days. Employees shall receive the full benefits of this Agreement after thirty (30) consecutive calendar days from the date of last hire except that such employees shall have no right to file a grievance protesting their discharge until after sixty (60) consecutive calendar days of employment determined from the date of last hire. Act of God days, or holidays, shall not be considered as interrupting employment.

#### Section 3 - Placement on Seniority List

When an employee acquires seniority, their name shall be placed on the seniority list. An up-to-date master seniority list will be provided by the employer and posted for employee inspection.

#### Section 4 - Layoff & Recall

All layoff and recalls shall be based upon seniority.

#### Section 5 - Loss of Seniority

Seniority or continuous service shall be broken by:

- a. Voluntarily quitting the service of the Board
- b. Discharge of the Bargaining Unit member which is upheld if later taken through the grievance procedure.

#### Section 6 - Non-Bargaining Unit Employees

Non-bargaining unit employees other than probationary employees and substitutes shall not be permitted to transport students in approved school buses except in the case of an emergency arising out of unforeseen circumstances which call for immediate action. Nothing contained in this section is to be construed as limiting non-bargaining unit employees of the I.S.D. from transporting students during the instructional day for purposes of providing such students work related experiences. Neither shall this section limit use of vehicles by non-bargaining unit members for the purpose of training bus



Article VII, continued

drivers or bus driver aides. The Administration reserves the right to use contracted transportation when the number of students to be transported to any school function exceeds twenty-five (25).

Section 7 - Run Assignments

When qualifications of drivers or driver aides are equal as determined by the Coordinator of Transportation, seniority shall be the basis of run assignments for all regular, special and summer programs. When determination by the Coordinator of Transportation is felt to be unjust, they may file a grievance.

Section 8 - Involuntary Transfer, Bus Driver Aides

1. It is understood that the administrator reserves the right to make involuntary transfers of assignment when it is deemed in the best interest of the students to be served. When such action is required, the driver or driver's aide shall be told the reasons for the transfer.
2. School bus driver aides are employed and assigned to specific bus runs to provide additional supervision for students with severe medical or behavioral problems. Prior to each regularly scheduled bus bidding period, the Transportation Coordinator shall identify students with medical or behavioral problems requiring a bus aide, and identify each bus run where the student(s) and aide shall be assigned. The Coordinator shall also arrange for inservice training for all employed aides regarding the medical or behavior problems of students with specific directions on the procedures to be followed while assigned to the student(s).
3. If a change should occur in the number of students with medical or behavioral problems who are transported in ISD buses between regular bidding periods, one of the following procedures shall be implemented.
  - A. Additional Students: If in the opinion of the Transportation Coordinator, an additional student is identified who requires supervision on a bus without an aide, a temporary aide position shall be posted. If the temporary position continues beyond 20 workdays, the aide's position will be considered a regular position until next bidding period.
  - B. Students Reassigned to a New Run: If a student with a medical or behavioral problem who has an assigned aide is transferred to a different bus run, the aide may be:
    1. reassigned to the student's new run if there is no aide on the new run.
    2. be continued on the existing run until the next bid period or



Article VII, continued

3. be assigned to another bus run with a newly identified student requiring supervision.

The aide's salary shall be based on actual hours worked.

- C. Student Reduction: If a student with an assigned aide should leave the school district, the aide will remain on the current assigned bus run until the next bid period or be reassigned to another bus run with a newly identified student requiring supervision. The aide's salary shall be based on actual hours worked.
- D. Students on Bus Behavior Program: If a student is on a formalized, written bus behavior program and the data collection demonstrates positive behavior change, the bus aide assigned to that bus may be requested to be removed from that situation to ascertain the efficacy of the bus behavior program. The aide may be withdrawn for up to twenty (20) working days and reassigned without reduction in the average number of hours worked on the previous assignment. This bus aide removal and reassignment may occur more than once during the year, if necessary, to adjust the student bus behavior program and to demonstrate positive behavioral change.

4. All aides positions shall be re-bid on dates specified by the contract, fall semester, spring semester, and summer school.

Section 9 - Summer Employment

By April 15th of each year, drivers and aides must indicate to the Coordinator of Transportation, in writing, their desire to be considered for summer employment. If summer employment is available, it will be awarded on the basis of seniority.

Section 10 - Posting Special Conditions

All service provided by the I.S.D. involving school buses should be offered for bid and awarded by seniority. All special conditions should be listed on bid.

Section 11 - Regular Part-time Employees

A regular part-time employee when available shall have first choice, by seniority, to work before a sub is used in their classification.



## ARTICLE VIII

### Hours of Work

#### Section 1 - Hours Required

Members of the Bargaining Unit are expected to work those hours and days required to insure safe, economical delivery of students to school and to their homes. The specific start times and routes of all runs shall be determined by the Board through its Coordinator of Transportation.

#### Section 2 - Time & One-Half

Members of the Bargaining Unit shall be paid time and one half for all hours worked in excess of eighty (80) hours in any one pay period. Runs will not be authorized if bus drivers and/or bus driver aides exceed eighty (80) hours within any one pay period.

#### Section 3 - School Closure

It is recognized that during the course of the school year, classes may be cancelled at the discretion of the District due to conditions beyond the control of the District, such as, by way of example, severe storms, fires, epidemics or health conditions, as defined by the City, County or State Health authorities. Any such days of pupil instruction shall be made up during the school year in which they were missed, without additional compensation to the Bargaining Unit members. The purpose of this section is to provide for procedures to cancel and re-schedule such days of instruction.

In any instance where classes are cancelled prior to the start of school due to conditions beyond the control of the District, bus drivers and bus driver aides will be dismissed concurrently with students. It is understood that the District is obligated to pay a two (2) hour show-up penalty if the District fails to notify drivers or driver aides of school cancellation in time to prevent their arriving at the bus garage.

In the event school is cancelled after the normal school starting time, the Unit members will be paid for all hours worked prior to cancellation if the District fails to meet the daily State Aid requirements, i.e., (concurrently 70% attendance for 1/2 day). This additional time will not be considered part of the Unit members duty days.

In the event school is cancelled after the commencement of classes, no make up day will be scheduled, if the District has met the daily State Aid requirement for a school day (currently 70% in attendance for 1/2 day) and drivers and driver aides will be paid for the day.



## Article VIII, continued

If the day is to be made up, the President of the Association shall meet with the Superintendent, or his designee, as soon as practical, but not later than five (5) working days after cancellation of such school days for the purpose of discussing, in "good faith", adjustments to the school calendar to make up such days. If said parties are unable to reach agreement on calendar adjustments within five (5) working days of said meeting, the Board shall, at its next meeting whether regular or special, determine the dates upon which said days of instruction shall be made up. In the event there is insufficient time to conduct such meetings, or the Board determines the dates, the make up days shall be held on the week day(s) immediately following the last day of pupil instruction.

Example: If the calendar ending dates were:

Thursday, June 12 - Last student day and a school day was cancelled, as described above, the calendar would be changed to:

Friday, June 13 - last student day.

The requirement for payment of show-up penalty will only apply where the employee is not contacted prior to arriving at the garage. Regarding field trips, if the trip is canceled, the District shall pay for one (1) hour show-up time if a driver and the aide have started preparation for the trip. Preparation shall mean physical pre-trip activities on the bus. If the field trip run has commenced and is then cancelled, the driver and the aide will be paid the expected run time.

### Section 4 - Flint & Lansing Run

Bargaining Unit members selected to make the weekly run to Flint and Lansing shall be paid time and one half, if the run is made on Friday or Sunday. Bargaining Unit members will be selected on the basis of seniority. If all drivers or driver aides reject the assignment, the least senior qualified driver and driver aide will be expected to make the run. Paid time shall include one half hour for lunch or supper.

### Section 5 - Modified Run Time

Once run times have been established by the Coordinator of Transportation, any alteration in the run time allowed shall be supported in writing by the Coordinator of Transportation. Should any driver feel that the modified run time is not justifiable, they may file a grievance.

### Section 6 - Minimum of 15 Hours Per Week

An honest effort shall be made to assure that all regular runs shall be a minimum of fifteen (15) hours per week.



Article VIII, continued

Section 7 - Compliance with Bidding Process

Bidding process as described in Schedule B shall be followed.

ARTICLE IX

Compensation

Section 1 - Paid Holidays

All members of the Bargaining Unit shall be granted the following paid holidays: Thanksgiving Day, Friday after Thanksgiving, day before Christmas, Christmas Day, New Year's Day, Good Friday, Memorial Day and Labor Day. Beginning with the 1984/85 school year, the Bargaining Unit members will be granted the day before New Year's Day as an additional paid holiday.

Section 2 - Lansing Run/Lunch Allowance

Employees who work the Lansing run will be provided a lunch allowance on Friday and a supper allowance on Sunday. The allowance will be the amount approved for such meals in the teacher's contract.

Section 3 - Lansing Run/Bus Driver Aide

The bus driver aide on the Lansing run shall be a certified bus driver. In the event that the bus driver aide is required to drive, he/she shall be paid the bus driver wage rate for his/her seniority for all time spent driving.

Section 4 - Prep Time

From the date of ratification of this agreement forward, the fifteen (15) minutes before the start of a run and fifteen (15) minutes after the completion of the run shall apply.

Section 5 - Delay Time

In the event of a breakdown or accident, the employees shall receive his/her regular hourly rate of pay for all time delayed.

Section 6 - Chauffeur's License

The Board shall prepay each Bargaining Unit member who is certified as a bus driver, the cost of CDL license fees.

Section 7 - Training Classes

Employees shall be paid their regular rate of pay for all time spent in training classes required by the Board and/or State of Michigan.



## Article IX, Continued

### Section 8 - Jacket Allowance

For each of the three (3) years of this contract, the District will contribute \$45 toward the purchase of winter jackets for all members of the Union offered employment for the fall term.

This allowance will be paid only for those drivers and/or driver aides who purchase a jacket. The Union agrees that it will select a single style and color of jacket. The Union further agrees to present to the Business Office a list of names of those drivers and driver aides who have purchased jackets. At that time, the Business Office will prepare a check for each member involved.

### Section 9 - CDL Certification

All employees hired after July 1, 1991, as a condition of continued employment shall become CDL certified and shall continuously retain such CDL certification. Any employee who fails to comply with the requirements of this section shall be subject to immediate discharge. Such discharge shall be conclusively presumed to be with cause.

## ARTICLE X

### Leave of Absence

#### Section 1 - Unpaid Leave

Upon application by the employee to the employer, unpaid leaves shall be granted for justifiable reasons. Personal leaves of absence shall not exceed twenty-four (24) months. Seniority will not accumulate during the leave period. Leaves of personal absence may be extended upon written application of the employee and upon written approval of the Superintendent. The total leave period including any extensions, will not exceed twenty-four (24) months. Disposition of all requests for leaves of absence and extensions thereof shall be in writing. All leaves are without pay and benefits. It is understood that a Bargaining Unit member returning from a long term personal leave must return only at a bidding time to continue employment.

#### Section 2 - Short Term Leave

The employee will be allowed annually the following time off with pay subject to stated limitations:

1. Death in the immediate family - maximum of five (5) days per incident. Immediate family shall be interpreted as husband, wife, child, mother, father, brother, sister, father-in-law, mother-in-law and grandparents.



Article X, continued

2. Any absence for other than the immediate family requires approval of the Superintendent, and if approved, will be deducted from accumulated sick leave.
3. Three (3) days for critical illness in the immediate family or to make arrangements for medical or nursing care for an emergency illness in the immediate family. However, the Superintendent may require verification of the need. The absence will be charged against accumulated sick time.
4. Three (3) personal business days annually will be granted. The first day to be paid by the Board, the second and third to be charged against accumulated sick time. The Bargaining Unit member using personal business days shall give appropriate notice to the transportation coordinator to assure adequate coverage. Personal business days are not to be used to extend holidays, or other time off, or used for leisure time activities. Personal days must be for that activity that cannot be scheduled outside of work hours. Any personal days which are unused at the end of the school year will be put in the employee's sick bank.
5. All leaves in Section 2 are without loss of seniority.

Section 3 - Union/Public Office Leave

Employees or elected or appointed to Union or public office may be granted leaves in excess of twenty-four (24) months. Leaves so granted, will be taken without pay or benefits. Seniority will accumulate except as provided for in Section 1 of this article.

ARTICLE XI

Sick and Maternity Leave

Section 1 - Accrued Sick Leave

Sick leave shall accrue at the rate of one and one half (1-1/2) days per month of active employment during the terms of this agreement. Unused sick leave shall be accumulated to two hundred (200) days.

Any driver or driver aide who has been on sick leave for three or more continuous days will be required to present a doctors return-to-work authorization before being allowed to resume his/her duties.

Section 2 - Sick Payment Retirement/Death Benefit

Upon retirement or death, employees or beneficiary shall be paid for all accumulated sick leave at their current rate of



Article XI, continued

pay. Such payment shall not exceed \$1,600 for the duration of this contract. Retirement shall be defined as an employee eligible under the provisions of the Michigan School Employee retirement program.

Section 3 - Family Illness, Dr./Dentist

Sick leave is for the employee only, however, up to three (3) days of sick leave each year may be taken because of illness in the immediate family and for doctor or dental appointments which cannot be scheduled outside of working hours. A minimum of 1/2 day shall be charged for each appointment which causes a driver or driver aide to be absent from run.

Section 4 - Sick Leave Accumulation Verification

Each September all drivers or driver aides covered by this contract will be notified of the number of days accumulated in his/her sick leave bank.

Section 5 - Work Related Illness/Jury

Absence due to accident or work related illness which are covered by Workman's Compensation shall not be charged against the driver's or driver aide's leave bank. Any Workman's compensation payments in excess of regular salary shall be refunded to the Board of Education.

Section 6 - Maternity Leave

A request for maternity leave of absence shall be made as soon as the driver or driver aide determines that she is pregnant. She may continue employment until the anticipated birth of her child. In the event that the administration questions her medical ability to continue her duties, she may require a statement from her doctor stating her ability to continue her duties.

1. In cases where performance of the driver or driver aide duties would adversely affect her or the school, she will be allowed an earlier beginning date for the leave.
2. The maternity leave of absence shall be for up to one year from date of commencement of leave. Drivers and driver aides taking maternity leaves who desire to return to work shall indicate in writing an interest to return to work within sixty (60) days following the birth of child. If she does so, she will be returned to the same or a comparable position.
3. Maternity leave shall be an unpaid leave of absence. Seniority shall accrue during the leave period. Drivers or driver aides may purchase fringe benefits during maternity leaves up to the limits set by the companies.



Article XI, continued

4. In addition to the above provisions for unpaid maternity leave, a pregnant driver or driver aide shall have the right, if she so desires, to receive sick leave benefits for that period of time that her doctor certifies that she is temporarily disabled and is not able to work. The Board shall assume all costs of confirming such certification by a Board appointed doctor.

Section 7 - Sick Leave Accumulation/Layoff

If an employee covered by this agreement has been laid off and is subsequently recalled, sick leave accumulated prior to the lay off shall be available for utilization.

Section 8 - Seniority/Medical Leave

Seniority shall accrue during all approved medical leaves of absence.

ARTICLE XII

Working Conditions

Section 1 - Bulletin Boards

Bulletin boards will be provided for exclusive use of the Bargaining Unit. The Bargaining Unit agrees that the Board will be used for legitimate Bargaining Unit activities only, and in no case shall advertising, political, obscene or scurrilous printed or written matter be placed on the Board. Job placement for employees to be put on employee's bulletin board.

Section 2 - Jury Duty

If an employee covered by this Agreement is called for jury duty, the Board agrees to continue paying the employee for lost work time. The employee agrees to submit the check received for jury duty to the Board. An employee receiving only half a check for jury duty is required to work the remaining half of the day. An employee receiving a full check is not required to report to work on that day. Seniority shall accrue.

Section 3 - Hazardous Working Conditions

If any member of the Bargaining Unit feels that they are asked to perform duties which may be hazardous to their health, they are required to make their supervisor aware of the problem. Every effort will be made to alter the condition or work out a transfer of the employee to another assignment.



Article XII, continued

Section 4 - Medical Examination

Employees required to have a medical examination shall be examined by a Board appointed physician at no cost to the employee.

Section 5 - TB Test

If any Bargaining Unit member is required to have a TB test, it will be provided at no cost to the employee.

Section 6 - Administrative Support Duties

Drivers or Driver Aides interested in being considered for administrative support duties shall so indicate by submitting their names to the Coordinator of Transportation on or before September 15th of each year.

The Coordinator of Transportation shall select the most qualified individuals expressing interest and shall use such persons when assistance is needed.

Section 7 - Applying for Other ISD Positions

Members of the Bargaining Unit who have expressed an interest in obtaining other positions within ISD shall be given consideration for such positions. In the event that a member is not selected for a position for which he/she has applied, they shall be given the reasons for their non-selection.

Section 8 - Involuntary Transfer

If a member is involuntarily transferred, an effort will be made to assure that no reduction in the average number of hours worked on the previous assignment occurs.

Section 9 - Vacation Without Pay

Bargaining Unit members may request vacation without pay for up to fifteen (15) working days each fiscal year (July 1-June 30). Requests will be accepted on a first come, first served basis. The Coordinator of Transportation shall have the authority to approve or disapprove the requests. Seniority shall accrue during vacation periods.

Section 10 - Early Dismissal of Students

1. It is recognized that there may be early dismissals of students attending district programs other than those directed by the ISD.
2. When early dismissals occur involving different AM/PM drivers, the following procedure will be followed:
  - A. The most senior take home driver shall be expected, except in an emergency, to take the run if there is no conflict with a regularly scheduled run.



Article XII, continued

- B. Second choice will be given to the next most senior take home driver who will be expected, except in an emergency, to accept the run if there is no conflict with a regularly scheduled run.
- C. If the regular take home drivers are not available as a result of a conflict with a regularly scheduled run, the run shall be awarded to a substitute driver.

It is understood when the most senior driver is selected, that the established running times for the PM runs involved will be amended.

- 3. When special conditions exist at Woodland causing the reduction and/or combining of regular bus runs, the following procedure will be followed:
  - A. All special runs will be listed on bids and awarded by seniority.
  - B. It is understood that all members of the Bargaining Unit are expected to work those hours and days the special conditions exist. However, if there are runs which are rejected, all subs will be asked to drive and/or aid. Should there still be rejected runs, the least senior driver and aide will be expected to drive or aid the run.
  - C. Paid time for each run shall be the running time only.
- 4. It is recognized that there may be early dismissals of students attending district programs other than those directed by the Intermediate School District. When early dismissals occur involving different am/pm drivers, depending on their home locations, students may be combined on one bus.

The following procedure will be followed:

- A. The most senior take home (pm) driver shall be expected, except in an emergency to take the run if there is no conflict with a regularly scheduled run.
- B. Next choice will be given to the most senior am driver who will be expected, except in an emergency to accept the run if there is no conflict with a regularly scheduled run.
- C. If the most senior pm and am drivers, as described in number one and two above are not available, the run will be awarded to the most senior driver available.
- D. In the event students are combined on one bus which involves different am and pm drivers, the pm drivers will be asked to drive in order of their seniority first and am drivers will be asked in order of their seniority second.
- E. Paid time for each run shall be the running time only.



Article XII, continued

Section 11 - Student Health Problems

Drivers and/or Driver Aides shall be made aware of any health problem possessed by any student they are required to transport, providing that the school nurse is aware of the problem.

Section 12 - Discipline of Employees

After completion of the probationary period, no Bargaining Unit member shall be discharged or disciplined without just cause. In the case of dismissal demotion or suspension of the Bargaining Unit member, the Union shall be advised of the reasons for the suspension, or discharge as soon as reasonable possible. Written notification of dismissal, or suspension or other disciplinary action shall be sent to the employee and the Union. The discipline (reprimand, suspension or dismissal) shall be implemented within ten (10) working days of the notification to the employee and the Union.

ARTICLE XIII

Insurance

Section 1 - Medical Insurance

For the three years of this agreement, the Board agrees to provide SET/SEG medical insurance or its equivalent for all individuals not covered by another medical policy up to the amount of a single person coverage premium.

Effective July 1, 1994 and until a successor agreement is reached, the obligation of the Board to pay health insurance premiums shall not exceed to Board's base premium amount for the 1993/94 insurance year, July 1, 1993 to June 30, 1994. If health insurance premiums effective July 1, 1994, exceed the Board's base premium for the 1993/94 insurance, the excess amounts over the individual employee's premium cost, shall be paid in full by the individual employee by way of payroll deduction. Such excess amounts shall be deducted in equal amounts from the individual employee's paychecks from the date said excess amounts exist for the balance of the school year.

Section 2 - Term Life Insurance (In Lieu of Health Insurance)

For Bargaining Unit members not covered by Board provided health insurance program, the Board will provide \$30,000 in term life insurance. Carrier to be named by the Board.

Section 3 - Term Life Insurance

For Bargaining Unit members who do participate in the Board provided health insurance program, the Board will provide \$20,000 in term life insurance. Carrier to be named by the



Article XIII, continued

Section 4 - Dental Insurance

For the three years of this agreement, the Board agrees to pay, for any Bargaining Unit member not otherwise covered, 95% of the monthly premium cost of dental insurance equivalent to the Delta Dental 80/80/80 Plan. Carrier to be named by the Board. Caps shall be at \$1,000.

Section 5 - Vision Care Insurance

For any Bargaining Unit member not otherwise covered, the Board agrees to pay 85% of the monthly premium cost of vision care insurance equivalent to MESSA VSP II. Carrier to be named by the Board.



SCHEDULE A

INTERMEDIATE SCHOOL DISTRICT OF ST. CLAIR COUNTY

BUS DRIVER - BUS DRIVER'S AIDES

1991/92 Wage Schedule

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Bus Drivers	8.44	8.84	9.24	9.93
Bus Driver Aides	6.91	7.59		

1992/93 Wage Schedule

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Bus Drivers	8.78	9.19.	9.61	10.33
Bus Driver Aides	7.19	7.89		

1993/94 Wage Schedule

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Bus Drivers	9.18	9.60	10.04	10.79
Bus Driver Aides	7.51	8.25		



## SCHEDULE B

1. Regular run is an established and scheduled run. It has been approved by administration, bid and been awarded. Bidding will be as late as possible prior to initiation of the run.
2. Special runs including field trips and partial early dismissal runs at Woodlands may occur from time to time throughout the year. They have administrative approval but are not considered to be regular, established runs.
3. New runs are those which are created or become available after regular runs have been established, either in the summer, fall, or spring. Vacated regular runs shall be considered new runs. Administration may employ a temporary driver or driver aide for a period of twenty (20) working days. If the position is maintained beyond twenty (20) working days, it shall be considered a new position or run, and shall be posted and bid upon.
4. Bidding shall occur for all regular, special, or new runs and shall be awarded to the most senior qualified driver who bids on the run.
5. The bidding process shall be as follows:
  - a. Runs will be established and approved by administration.
  - b. Runs will be posted three working days in advance of bidding, except in emergencies.
  - c. In an emergency, an effort will be made to post for one day before bidding is to take place. If not, verbal contact will be made by seniority.
  - d. Bidding shall take place prior to summer school at the beginning of the first semester, and at the beginning of the second semester.
  - e. Should a new run be established, or become available, it shall be bid. Should a driver of an existing run be awarded the new run, his or her run shall be taken by a substitute driver until the next bidding period.
  - f. Runs when posted, will include date posted, and date and time of removal, and shall include any special conditions imposed upon the run. Drivers and driver aides desiring to bid the run, shall sign the posting and indicate date and time of signing. Copies of all bids shall be given to the union steward after bidding has expired and posting is removed from board.



Schedule B, continued

6. If a driver or driver aide is called in to work on a special run and if that run is cancelled, the driver and/or driver aide shall be granted one hour's show-up pay.
7. If a driver or driver aide has a midday run and wishes to be excused from the run, they shall give one working day's notice to the Coordinator of Transportation. In an emergency, this time may be shortened by providing notification to the Coordinator of Transportation prior to the start of the morning run.
8. On all combination runs that have been bid and awarded, the driver and driver aide shall be expected to complete the runs in accordance with the starting and ending dates of the school districts involved in the combination run.
9. Each bidding period, drivers and/or driver aides requesting substitute work opportunities, shall so indicate in writing to the Coordinator of Transportation.

Such names will be placed in order in accordance to seniority. The lists being separate for drivers and driver aides.

Substitute opportunities shall be offered on the basis of seniority. Should a driver or driver aide decline a run or be unreachable by telephone on two consecutive occasions, their names will be placed on the bottom of the substitute call list.

It is recognized that there may be conflicting schedules of students attending district programs other than those operated by the Intermediate School District. When these days occur, depending on the home locations, students may be combined on one or more buses. The following procedure will be followed:

- a. The most senior driver of the combined runs shall be expected to do the run.
- b. If those drivers are unable to do the runs, it shall be posted and awarded by seniority.
- c. When schedules overlap into summer programs, those students attending other districts' programs will be combined on runs and bid out with adjustment in times explained on bid when programs overlap.



ARTICLE XIV

Term of Agreement

Section 1

This agreement shall be effective from July, 1991, through June 30, 1994.

Section 2

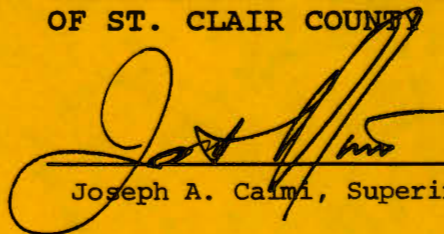
Both parties agree that negotiations for renewal, extension or modification of this contract will commence on or before May 30, 1994, but in no event prior to April 30, 1994.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 4th day of November, 1991.

LOCAL 516, SERVICE EMPLOYEES  
INTERNATIONAL UNION, AFL-CIO

INTERMEDIATE SCHOOL DISTRICT  
OF ST. CLAIR COUNTY

Bryan Hart

  
\_\_\_\_\_  
Joseph A. Caimi, Superintendent

Charles Oles

Jayce Gove

M. Lou Gardner

Barbara J. Zepp

Sue Pelton



ADDENDUM TO ARTICLE IX: SECTION 7  
(Training Classes)

RECEIVED  
JUL 29 1993  
I.S.D.

Letter of Understanding

Between

St. Clair County Intermediate School District Office of Superintendent  
and

Service Employees International Union  
Local 516M  
AFL - CIO  
Bus Drivers and Aides

Employees shall be paid their regular rate of pay for time spent in training classes required by the Board of Education and/or State of Michigan. The District agrees to provide up to but not limited to one hour of instructional inservice training monthly. Drivers to receive regular rate of pay for time spent in inservice training.

The District agrees to compensate regular rate of pay for first and, if necessary second instruction and testing ranging two to six hours, depending how many sections of the three-part test to be re-taken. No further wage compensation will be made for additional instruction and testing.

IN WITNESS WHEREOF, we her unto set our hands and seals this day of July 13, 1993.

LOCAL 516M, SERVICE EMPLOYEES  
INTERNATIONAL UNION, AFL-CIO.

INTERMEDIATE SCHOOL DISTRICT OF  
ST. CLAIR COUNTY

Joyce Love  
Joyce Love

[Signature]

Sue Pelton  
Sue Pelton

Datuck M. Macy  
Union Representative







