

Farmington

A G R E E M E N T

AND

ADDENDUM

between

BOARD OF EDUCATION OF THE FARMINGTON PUBLIC SCHOOLS

and the

FARMINGTON SCHOOL BUS DRIVERS' CLUB

FOR THE PERIOD
FROM

JULY 1, 1969 to JUNE 30, 1972

LABOR AND INDUSTRIAL
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Michigan State University

ARTICLE IV COMPENSATION

A. 1970-71 PAY RATES

First year-----	2.85
Second year-----	3.15
Third year-----	3.30
Fourth year-----	3.45
Fifth year-----	3.65
Field trip (without layover)-----	Regular Driver Rate
Field trip (with layover)-----	2.75

Advancement from one year to the next on the above pay schedule is based on the employee's date of seniority as determined in Article V, Section A, Paragraph 2 of this Agreement.

B. VACATION ALLOWANCE

1. For the purpose of vacation pay benefits, seniority bus drivers shall be entitled to vacation pay in accordance with the following schedule:

<u>FULL YEARS OF SERVICE</u>	<u>VACATION ALLOWANCE</u>
One Year	1 day
Two Years	2 days
Three Years	3 days
Four Years	4 days
Five Years	5 days
Six Years	6 days
Seven Years	7 days
Eight Years	8 days
Nine Years	9 days
Ten or More Years	10 days

Vacation allowance for the current year, will be based on the individual's hourly rate in effect on May 31, of the current year, multiplied by the number of hours regularly scheduled for the individual on a normal workday of the current year, multiplied by the number of days provided by that individual's length of service

B. VACATION ALLOWANCE continued

2. An employee who leaves the employment of the Farmington public schools during the current fiscal year (between July 1 and June 30 of the succeeding year) as a result of dismissal, or who had less than six (6) months continuous service shall not earn any vacation rights.
3. An employee who leaves the employment of the Farmington Public schools during the current fiscal year (between July 1 and June 30 of the succeeding year) by voluntary separation due to just cause as ascertained by the Superintendent of Schools shall be granted pro-rated vacation pay as follows, provided that the employee gives two (2) weeks written notice of his intent to resign.

<u>Full years of Service</u>	<u>Vacation Allowance</u>
One Year	1 day
Two Years	2 days
Three Years	3 days
Four Years	4 days
Five Years	5 days
Six Years	6 days
Seven Years	7 days
Eight Years	8 days
Nine Years	9 days
Ten Years	10 days

4. Length of service shall be computed as of June 30, 1971 and each June 30 thereafter. Vacation pay will be at the employees normal daily rate times the number of vacation allowance days.
5. There shall be no vacation time off for bus drivers but rather a vacation pay allowance will be made payable the last payroll period in June.
6. Vacation pay benefits will be computed on the basis of months of active service with the Transportation Department of Farmington Public Schools provided the active service is continuous and in accordance with Article V, Section A.
7. All vacation benefits must be approved by the appropriate Supervisor.

ARTICLE IV COMPENSATION (continued)

C. DRIVER TRAINING

1. As it is necessary for every bus driver to have some knowledge in safety and emergencies that can arise in school bus driving, the School Board will provide transportation and every new driver will attend the beginner classes in Bus Driver Education.
2. All bus drivers are required to attend training classes offered to improve their effectiveness.
3. When a bus driver attends all meets and satisfactorily completes advanced training courses subsequent to the initial course, the School district will pay the driver the difference between that amount paid by the State of Michigan for attendance at these meetings and the rate paid for Field Trip (with lay over).

D. EMPLOYEES INSURANCE

1. Hospitalization and Medical Insurance

The Board of Education shall provide hospitalization insurance for full-time employees who have forty-five (45) days seniority on the following basis:

- a. Blue Cross - Blue Shield, Semi-private MVF-1.
- b. For individual employees, the Board shall pay up to \$15.00 for individual coverage.
- c. For the married employee, who is supporting his or her spouse, the Board shall pay up to \$32.00 for two-person coverage.
- d. For the married employee who is supporting a family the Board shall pay up to \$33.00 for family coverage.
- e. To be eligible for hospitalization insurance, the employee must be working. Employees on leaves of absence in excess of three months shall be required to pay for the insurance or else it will be terminated.
- f. In the event of any violation of the No Strike provision, this provision shall be immediately terminated and discontinued and the Board shall be reimbursed for any premium paid but unused.
- g. There shall be no duplication of insurance. The employees must notify the Personnel office of any personal insurance coverage either through personal coverage or coverage from spouse's or family's insurance plan. If the employee is covered by any other hospitalization insurance, the Board's obligations under this provision shall be waived.

ARTICLE IV. COMPENSATION (continued)

D. EMPLOYEES INSURANCE (continued)

- h. The Board shall continue to pay premiums of the M.E.A. Health Care Insurance in coverage and amounts not to exceed those set forth in (i) through (h) above, for those employees who wish to continue their M.E.A. Health Care Insurance.
- i. Part-time employees will receive a pro-rated share. A full time employee shall be interpreted to be those who work thirty-eight (38) weeks or more and those who work at least five (5) hours per day five (5) days per week. Part time employees must work a minimum of fifteen (15) hours per week to qualify for the insurance program. Subsidization on a 50% basis will be allowed for employees who work fifteen (15) hours per week but less than twenty-five (25) hours per week. Above benefits will be provided to all regular full-time and part-time employees, except those employees who terminate their employment. Their insurance benefits will end at the close of the month in which they terminate.

2. Term Life Insurance

- a. The Board will provide for employees who work four (4) hours or more per day term life insurance protection in the amount of \$2,500.00.
- b. Such insurance to be effective thirty (30) days after signing of this agreement or when terms of the Carrier have been met, whichever comes last.
- c. The Board will determine the Carrier of such insurance.
- d. This benefit to cover all employees at the bargaining unit that qualify.
- e. New employees insurance coverage shall become effective following completion of the satisfactory probationary period and when the insurance company's requirements are met.

3. Long Term and Permanent Disability Insurance

- a. The Board will provide 100% of the cost of Insurance coverage to all employees, who work thirty (30) hours or more per week, desirous of protection against long-term disability. Said coverage shall begin after ninety (90) working days of the disability and provide benefits of fifty (50%) percent of the employees regular salary computed on a daily basis until age 65.
- b. Such insurance to become effective thirty (30) days after signing of this Agreement.

ARTICLE IV COMPENSATION (continued)

D. EMPLOYEES INSURANCE (continued)

- c. The Board will determine the Carrier of such Insurance.
- d. New employees insurance coverage shall become effective following completion of the satisfactory probationary period and when the insurance company's requirements are met.

E. Workmen's Compensation

Any employee who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Act shall receive from the Board of Education the difference between the allowance under the Act and his/her regular salary for a period of time that funds from his/her accumulated sick leave bank will provide.

In addition, the Board of Education will pay either the regular salary or the difference between the regular salary and the allowance under the Act for all working days prior to the eighth day after the injury or disease without loss of credit from the sick leave bank.

When the employee returns, his/her sick leave bank will be returned to the balance on record before the time of injury or disease.

F. HOLIDAYS

1. To be eligible for holiday pay seniority employees must report for work on his last regularly scheduled work day immediately preceding the holiday and his first regularly scheduled workday immediately following the holiday. If the employee is absent either or both of these days due to personal illness and furnishes satisfactory proof of such illness to the Board of Education he shall be eligible for holiday pay.

2. The Holiday's for the bargaining unit are those listed:

New Year's Day

Labor Day

Good Friday

Thanksgiving Day

Memorial Day

Christmas Day

Independence Day

ARTICLE IV COMPENSATION (continued)

G. OVERTIME

1. All work performed in excess of eight (8) hours a day excluding field trips, or work performed in excess of forty (40) hours in a scheduled work week, excluding field trips, will be paid at the rate of time and one-half.
2. Overtime will be scheduled by the Board.
3. Overtime hours shall be divided as equally as possible among employees of the Unit.

H. CALL-IN PAY

1. An employee called in to work other than on his scheduled shift shall be guaranteed at least two (2) hours pay at the applicable rate.

I. REPORTING-IN-PAY

An employee sent home before having worked three hours or permitted to report for work on a scheduled work day without having been notified that there will be no work shall receive a minimum of two (2) hours work or two (2) hours pay at his regular straight-time hourly rate.

ARTICLE V WORKING CONDITIONS

A. SENIORITY

1. Seniority is defined as length of continuous service with the school district as a regular bus driver. School summer vacation does not constitute a break in continuity of service.
2. An employee shall be regarded as a probationary employee for the first forty-five (45) consecutive work day period, at which time the Seniority shall date back to his date of hire.
3. Seniority shall not be affected by race, creed, sex, marital status or dependents of the employee.

B. SENIORITY LIST

1. The Seniority list on the signing of this Agreement will show the name, job title, date of hire, months and days of seniority and rate of pay of all employees entitled to seniority within this unit.

ARTICLE V WORKING CONDITIONS (continued)

B. SENIORITY LIST (continued)

2. The Board will keep an up-to-date seniority list at all times and make available to the club changes to the list as they occur. The Club President will be provided a complete up-to-date seniority list as of February 15th and October 15th of each year. Any employee who believes he has been improperly placed on the seniority list shall notify the Board in writing within ten (10) working days after the seniority list has been posted on the bulletin board, and his complaint shall follow the grievance procedure. In no event shall back pay be awarded by reason of the correction of an error on such list.

C. LOSS OF SENIORITY

1. An employee shall be terminated and lose his seniority rights if:
 - a. He quits.
 - b. He is discharged and the discharged is not reversed through the grievance procedures.
 - c. He is absent for five (5) consecutive working days without notifying the Board and he fails to give explanations for the absence and lack of notice which are satisfactory to the School Administration.
 - d. If he does not return to work when recalled from lay-off as set forth in the recall procedures.
 - e. Failure to return from a leave of absence at the end of the authorized period.
2. Notices of new or vacated non-certified positions within the school district will be posted in a designated place.

D. SUMMER DRIVERS

1. Summer school Drivers shall be called by seniority. Refusal to accept summer work shall not affect seniority.

E. EXPERIENCE

1. As bus driving experience is recognized as a valuable asset, a maximum of two years experience credit may be allowed by the Superintendent on the salary schedule provided that not more than 24 months have elapsed since the termination of bus driving duties by the applicant.

ARTICLE V WORKING CONDITIONS (continued)

F. JOB ASSIGNMENTS

1. The Board of Education shall retain the right to schedule the work hours of the employees according to the needs of the School system.
2. A normal split-shift for a driver shall consist of not more than eight (8) nor less than three hours per day.
3. Each driver shall be allowed thirty (30) minutes per day for vehicle warm-up, fueling and clean-up. Violations will result in disciplinary action.
4. Assignments for the first four (4) weeks of the fall term of school will be on a temporary basis to provide a period of adjustment for all routes and need not be posted.
5. A list of the routes will be posted on Monday, Tuesday and Wednesday of the fourth (4th) Friday week of September. Choice of permanent assignments will be made on these three (3) days. Assignments will become final on the Monday following.
6. All route assignments and routes to which additional time must be added shall be posted for a period of three (3) days. All employees shall be given the opportunity to bid for such assignment. Any bid made after the expiration date stated on the notice posted shall not be considered in filling the job.
 - a. Assignments shall be made on the basis of seniority, ability and competence.
 - b. The determination of whether the employee is able to qualify shall rest solely with the Board and is subject for the grievance procedure.
 - c. Seniority will be considered in filling all route assignments if ability, competence and other qualifications are equal among the employee's seeking the assignment.
 - d. In event the Senior applicant is denied, the reason shall be given in writing to such employee.
7. Any driver who is unable to execute his assignment shall be removed from that assignment at the end of five (5) days. The vacancy will be posted and filled according to the agreed procedure. The employee removed, will take the place of the successful bidder on the vacated position.
8. Noon runs may be filled by regular drivers on the noon list by rotation, only when a regular driver is absent.

ARTICLE V WORKING CONDITIONS (continued)

JOB ASSIGNMENTS (continued)

9. Should a driver lose one or more routes from a choice made of a combination of routes through no fault of his/her own, he will be entitled to select routes to make up the time lost from those routes open (no driver assigned) or if none, from routes assigned to the lowest seniority employee.
10. Any regular driver idle through no fault of his own, may take an absent driver's assignment (not to exceed eight hours) in preference to calling a Substitute.
11. If a special education driver is absent, the run may be taken by a regular driver who is acquainted with it. The regular drivers run will be taken by a substitute.

G. VACANCIES

1. When a vacancy occurs within the bargaining unit the employees shall be given the opportunity to apply for such assignment in accordance with Article V, Section F-6.
2. All vacancies created by leaves of absence, where the employee is expected to return, will be filled by a substitute employee. However, where the absent drivers schedule is made up of a combination of runs, and when it is expected the absence will exceed thirty (30) days, those runs which can be separated from the total schedule, will be temporarily assigned to other regular drivers by seniority.

H. FIELD TRIPS

1. The Board of Education will use only those employees permanently employed by the Board of Education and within the Bargaining Unit to work Field Trips. Substitutes and employees from other Board of Educations departments may be called when a shortage of employees exists.
2. Field trips cannot be accepted that interfere with regular schedules except noon runs which will be covered by regular available drivers in order of seniority. A list of drivers who are available to accept field.
3. Once a field trip is accepted, the driver cannot exchange it or accept any other field trip in its place until it is his turn again. In case a field trip that a driver has taken is postponed or cancelled, he must accept or reject the next one on the board. If he cannot take the next one on the board, he automatically loses his turn.

ARTICLE V WORKING CONDITIONS (continued)

H. Field Trips (continued)

4. If a field trip runs into the time that a person has noon-aid, guard duty, etc. he cannot accept the trip (since these jobs are not pertaining to transportation) as he cannot be replaced while taking a field trip.
5. In the event that a field trip cannot be taken personally by the driver who has accepted it, it must be reposted if time permits. If after 1:30 p.m. the day preceding the scheduled trip, it shall be deemed an emergency trip.
6. Any trip not posted or taken by 1:30 p.m. of the preceding day shall be deemed an emergency trip and assigned by seniority according to the emergency list.
7. It is the responsibility of each driver to watch the board and accept or reject trips as quickly as possible. Any driver may be given an automatic refusal by the Supervisor for undue delay in accepting or rejecting available trips.
 - a. Since undue delay is variable factor, said action shall be at the discretion of and determination of the Supervisor, and, if questioned by, the employee, it shall be discussed with a club committee member or members and the Supervisor.
8. All postings shall be made at least three (3) days in advance with the exception of emergency field trips.
9. When a posted trip has been accepted by a driver and is subsequently cancelled, at the pick-up point, the accepting driver will be paid two (2) hours in pay, and placed in line for the next assignment.
10. The Supervisor will determine whether a field trip is a two trip or a lay over field trip.

I. Safety

1. The employer shall maintain reasonable safety precautions at all times. Under no circumstances will an employee be required or assigned to work involving dangerous equipment, or in violation of an applicable statute, court order, or gov't regulation relating to safety of person or equipment.
2. The following form should be completed in triplicate by the driver if a problem should arise with students assigned to the route.

ARTICLE V WORKING CONDITIONS (continued)

safety (continued)

FARMINGTON PUBLIC SCHOOLS
BUS DRIVER REPORT FORM ON STUDENT BEHAVIOR

Date _____ School _____

Bus Route# _____ Bus Driver's Name _____

Name of Student Being Reported _____

Student Address _____ Phone _____

Violation: First _____ Second _____ Third _____

Check reason for reporting Student:
Fighting _____
Foul Language _____
Loud Talking _____
Eating on Bus _____
Throwing Things _____
Destruction of Property _____
Other: Explain _____

Driver's Signature

Copies sent to: Building Principal
Supervisor

2. continued

Such form will bear the signature of the driver and facts giving rise to the complaint.

3. The safety inspection form provided to each driver by the department will be completed and signed and returned to the Supervisor prior to any vehicle leaving the bus parking lot before morning and after school runs.

ARTICLE VI LEAVE POLICY

A. Leave Policy

The following shall constitute the policy governing leaves of absence granted to members of the Transportation Department excluding bus mechanics. It shall be the policy of the Board to grant leaves of absence for the following reasons: Health, Maternity and Military Service. All leaves of absence, with the exception of those granted for Military Service, shall be subject to the following provisions:

1. Eligibility for any leave of absence requires a minimum of two year continuous employment by the school district immediately prior to such leave of absence.
2. An extension of a leave of absence, but not to exceed one year, may be granted by the Superintendent of Schools based upon good cause shown, hardship, seniority, and/or other factors or considerations. In exercising his discretion, the Superintendent shall make every effort to be consistent and fair in judgement.
3. While an employee is granted a leave of absence he shall retain the following employment rights held by him before such leave was granted:
 - a. The same position on the salary schedule.
 - b. Unused sick leave held at the start of the leave of absence. No accrual of seniority shall be granted during leaves of absence of more than one year.
4. An employee on a leave of absence must give written notice to the Superintendent of Schools not less than two (2) weeks prior to the date the leave expires of his intention to return or resign, and that failure to furnish such notice shall constitute a notice of resignation.
5. The notice of intention to return to duty after a health leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill his duties.
6. Leaves of absence for specific reasons shall also be governed by the following provisions:

a. Medical Leave

In the event of extended illness or injury to the employee, and upon written recommendation by the physician, an employee shall be granted a medical leave, without pay or fringe benefits, for a period of up to one year. The employee must notify the Transportation Office within the first three (3) days of absence and complete the necessary forms.

ARTICLE VI LEAVE POLICY (continued)

a. Medical Leave (continued)

At the end of the leave, the employee must either return or resign, unless a special extension is recommended by the Superintendent, as set forth in Paragraph 2 above.

When the employee returns to work, he will be placed in a position comparable to the job he held at the time he left, provided he is capable of performing all the duties and functions thereof. The Board shall not be required to re-employ any person who is not physically capable of performing the duties applicable to his position. If another position or job is available, of which the employee is capable of performing, he may be offered such position. If no such position is available, the employee shall not be re-employed until a position becomes available, but not to exceed six months.

b. Maternity Leave

A maternity leave, without pay or fringe benefits shall be granted for a period of one (1) year. Any employee who becomes pregnant must report it to the Transportation office as soon as she has confirmation of such pregnancy and must be prepared to submit a doctor's statement certifying that she is able to fulfill the duties and functions of her position.

Periodic statements may be requested. The employee requesting such leave will do so, in writing, seven months before the expected birth of the child. The employee may be allowed to continue in her position until the beginning of the third (3) month prior to the expected birth if a physician's statement is furnished certifying her fitness to perform her tasks, and provided further that at the discretion of the Superintendent, upon a physician's approval, the employee may be allowed to continue further.

When the employee returns to work she will be placed in a position comparable to the job she held at the time she left, provided she is capable of performing all the duties and functions thereof. The Board shall not be required to re-employ any person who is not physically capable of performing the duties applicable, of which the employee is capable of performing, she may be offered such position. If no such position is available, the employee shall not be re-employed until a position becomes available, but not to exceed six months.

ARTICLE VI LEAVE POLICY (continued)

c. Study or Travel Leave

1. Study or travel leave shall be granted for a maximum of one (1) year, subject to the recommendation of the Superintendent.

d. Military Leave

Any employee covered by the salary schedule who terminates employment in the School District to perform active service in the armed forces of the United States is entitled to re-employment rights in the position he is vacating, or one of like status and pay scale, provided the employee serves only one draft term or until the state of emergency is ended, and provided also as follows:

- (1) The position vacated is other than temporary.
- (2) He is honorably discharged from the armed services.
- (3) He applies for re-employment within ninety (90) days.
- (4) He is still qualified to perform the duties of the position.
- (5) In the event of re-employment, the following provisions shall apply:
 - (a) Accrual of seniority shall be granted.
 - (b) Increments shall be added as if the employee had been in the school district employ during the time of such service in the armed forces.
 - (c) Unused sick leave held at the start of the leave shall be restored.
- (6) Furthermore, all provisions of this policy shall be in accordance with state law governing military leaves of absence.

e. Jury Duty

An employee who receives a jury duty interview and appearance notice must notify the personnel office within twenty-four hours of such notice.

If such employee is summoned and reports for jury duty he shall be paid the difference between the amount he receives as a juror and his regular days pay, excluding any shift differential or any other premium pay, provided he makes himself available for work within his regular work schedule when not occupied for jury duty. It is understood and agreed that an employee shall be required to report to work on any and all days when he is not sitting as a juror.

To be eligible for jury duty differential, the employee must furnish the Board with a written statement from the appropriate public official listing the dates he received pay for

ARTICLE VI LEAVE POLICY (continued)

e. Jury Duty (continued)

jury duty. Any employee found abusing this privilege shall not be entitled to the pay differential and is subject to disciplinary action. An employee shall not be permitted to utilize this provision more than once during the term of this Agreement.

f. Funeral Leave

1. If a death occurs among members of an employee's immediate family, as defined, the employee will be granted up to three (3) day leave with pay at the regular straight-time rate for the purpose of attending the funeral and/or making the funeral arrangements. Adequate proof of death may be required. In addition, under special circumstances, two (2) days may be granted deductible from the employee's accumulated sick leave bank.

a. Immediate family shall be interpreted as: Husband, Wife, Son, Daughter, Mother, Father, Brother, Sister, Grandparent, Grandchild, and the corresponding relatives of the employee's spouse.

B. Sick Leave and Personal Business Policy

1. All employees hired prior to July 1, 1970 shall be allowed annual sick leave in full pay for personal illness at the rate of one (1) day for each month of active service, cumulative to a total of one hundred thirty (130) days.
2. New employees hired after July 1, 1970 shall not accumulate or be credited with any sick leave until they have completed one year of service with the Board of Education. Upon completion of this anniversary year, the employee shall be credited with accumulated sick leave at the rate of one (1) day for each month of active service, cumulative to a total of one hundred thirty (130) days.
3. Employees who do not have sufficient sick days in their bank to cover an illness and have a pay deduction resulting therefrom will not be reimbursed.
4. For the protection of the children, the Board of Education may require of the employee a health certificate from a physician to be filed in the office of the Superintendent of schools. Any employee who is not able to return to duty on Monday following two (2) weeks illness or injury, shall present a certificate of ableness to the Superintendent of Schools upon his return to work. This certificate shall be signed by a physician. Any employee who has been absent

ARTICLE VI LEAVE POLICY (continued)

B. Sick Leave and Personal Business Policy (continued)

4. (continued)

because of a nervous disorder must present a satisfactory report from a physician, in addition, he may be required to submit to an examination by a physician designated or agreed upon by the Superintendent of Schools at the Board's expense.

5. All employee's regularly employed by the Board shall be granted two (2) days of leave per year with full pay to transact personal business, provided:

- a. Prior approval is granted by his immediate supervisor.
- b. That business cannot be transacted at a time other than a working day.
- c. That a day will not be used for personal pleasure.

This day may not be taken immediately preceding or following a holiday or school recess unless permission is applied for by the employee at least five (5) working days in advance, and granted by the Superintendent of Schools well in advance, of the intended absence.

This policy provides that at the end of the school year the unused days shall be added to the cumulated sick leave.

6. Active service is defined as working at least one half ($\frac{1}{2}$) of the work days in a month.
7. Upon the death of an employee, the Board agrees to pay to the beneficiary named by the employee a cash benefit for one-half the accumulated sick leave of the employee, not to exceed twenty (20) paid sick days (40 accumulated days).
8. Upon the retirement of an employee, the Board agrees to pay the retiree a cash benefit for one-half ($\frac{1}{2}$) the accumulated days in his sick bank.