

**AGREEMENT  
BETWEEN THE  
AIRPORT COMMUNITY SCHOOLS  
AND THE  
AIRPORT TRANSPORTATION EDUCATIONAL  
SUPPORT  
PERSONNEL ASSOCIATION**

**BUS DRIVER  
AND  
BUS AIDES**

**2010**

## **ARTICLE 1**

### **Agreement**

This Agreement entered into this 1<sup>st</sup> day of July, 2010, by and between Airport Transportation Educational Support Personnel Association – MEA/NEA, hereinafter called “Association,” and Airport Board of Education, hereinafter called the “Employer”.

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

## **ARTICLE 2**

### **Purpose**

#### **2.1 Agreement**

This agreement is negotiated pursuant to the Public Employment Relations, Act. No. 333 or the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

#### **2.2 Dispute Resolution**

The Employer and the Association recognize the importance of orderly and peaceful labor relations for the mutual benefit of the Employer, bargaining unit members, and the Association. The Employer and the Association further recognize the mutual benefits of just and expeditious resolution of disputes, which may arise as to proper interpretation and implementation of this Agreement and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

## **ARTICLE 3**

### **3.1 Bargaining Unit Defined**

The Airport Community Schools Board of Education hereby recognizes the Airport Transportation Educational Support Personnel Association – MEA/NEA as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et. Seq.; MSA 17.455(1) et. Seq.: (“PERA”), for all full-time and regularly scheduled part-time bus drivers, on-call substitute bus drivers, aides and bus driver trainers employed by Airport Community Schools.

## **ARTICLE 4**

### **Extent of Agreement**

#### **4.1 Severability**

This Agreement shall constitute a binding obligation of both the Employer and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement. Should any provision of this Agreement or any supplement there to be found contrary to law or by any tribunal of competent jurisdiction, the balance of the Agreement and supplements shall remain in effect for the duration of the Agreement, and the parties shall enter into immediate collective bargaining negotiation for the purpose of arriving at a mutual satisfactory replacement for such provision.

#### **4.2 Individual Agreements**

Any individual contract between the Employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

## ARTICLE 5

### AGENCY SHOP

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedures provided below.
1. The procedure in all cases of non-payment of the service fee shall be as follows:
    - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
    - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph A above.
    - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same.
    - d. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.

- B. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to Political-Ideological Expenditures -- Administrative Procedures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim, or complaint by such objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement.
  
- C. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
  
- D. The Association will certify at least annually to the district fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fee to be deducted by the district, and that said service fee includes only those amounts permitted by the Agreement and by law.

The parties agree to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures. The Association agrees, upon request from the district, to provide the district for its review a copy of the Association's current "Policy and Administrative Procedures Regarding Objections to Political-Ideological Expenditures" together with a copy of all materials annually distributed by the Association and its affiliates to bargaining unit members who choose not to join the Association and/or to object to the service fee.

The Association further agrees to certify to the district that the Association and its affiliates have complied with the above policies and administrative procedures prior to requesting enforcement of the service fee obligation contained in this article.

- E. A bargaining unit member who because of sincerely held religious beliefs, or due to adherence to teachings of a bona fide religion, body, or sect which has historically held conscientious objection to joining or supporting labor organizations, shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees, and/or initiation fees, to pay sums equal to such amounts to charitable organizations. Donations shall be made to charitable organizations as mutually designated by the bargaining unit member and the Association.
  
- F. The Association shall indemnify and save the district harmless against any and all claims, demands, suits, or other forms of liability which may arise out of, or by reason of, action taken or not taken by the district in reliance upon information furnished to the district by the Association in the course of enforcing this section. Further, the Association agrees to indemnify and save the district, the Board of Education, the individual members of the Board of Education, and individual administrators harmless against any and all claims, demands, costs, suits, claims for attorneys fees, or other forms of liability, as well as all court and/or administrative agency costs that may arise out of, or by reason of, action by the district or its agents for purposes of complying with the Association's security provisions of this Agreement.



## ARTICLE 6

### Association Rights

#### **6.1 Use of Facilities**

The Association and its representatives shall have the right to conduct Association business on the Employer's property according to the Employer's building use permit procedures.

#### **6.2 Mail Boxes, Bulletin Boards & Chalk Boards**

The employer agrees to provide the Association and its members covered under this Agreement with the following:

1. A mailbox for each employee covered under this Agreement
2. A chalkboard for the exclusive use of the Association and its members.
3. A bulletin board for the exclusive use of the Association and its members.

This provision is subject to the requirement that neither the mailboxes, chalkboard nor bulletin board shall display derogatory statements or profane language.

#### **6.3 Special Conferences**

Special conferences for important matters of mutual concern may be arranged at the request of either party. Such conferences shall be scheduled upon agreement by the parties.

#### **6.4 Use of Equipment**

The Association and its members shall have the right to use, for Association business purposes, the employer FAX and photocopier machines at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

## **6.5 Visitation**

Upon request by the Association, and the presentation of proper credentials if requested, officers or accredited representatives of the Association shall be admitted into the building of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided that said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

## **6.6 Association President and Grievance Chair Rights**

- a. Reasonable arrangements may be made to allow the Association President and the Grievance Chair time off with pay for the purpose of investigating grievances and negotiating meetings after arrangements have been made with the Transportation Director.
- b. If the Employer schedules a grievance hearing during working hours, or the employer asks the Association President, Grievance Chair, or grievant to leave his/her run, the Association President, Grievance Chair, or grievant will not suffer a loss of pay for involvement in such a meeting.

## **6.7 Negotiations**

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, and make concessions in the course of negotiations.

## **6.8 Associations Days**

The Association will be given ten (10) days each year with pay to use for Association business. A maximum of two members shall be granted Association leave on the same calendar day. Leave will be allowed if all scheduled work can be completed. All requests must be in writing at least two weeks prior to the event. Emergency situations where Association days are required are exempt if both parties are in agreement.

## **6.9 Information**

The Employer agrees to furnish the Association in response to reasonable requests with information concerning the financial resources of the District and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the bargaining unit members, preparing for grievances and preparing for negotiations.

## **6.10 Agreement**

There shall be two (2) signed copies of any final agreement. One copy shall be retained by the Employer and one by the Association.

Copies of this Agreement shall be printed at the expense of the Employer, within thirty (30) days after the Agreement is signed, and presented to all bargaining unit members now employed or hereafter employed by the Employer. The Employer shall also provide the Association with twenty (20) copies of the Agreement for Association use.

- 6.11** The Employer shall provide bargaining unit members with copies of new district policies or changes in existing policies, which affect the bargaining unit members' performance of their duties.

## ARTICLE 7

### Rights of the Board

The Board reserves unto itself all rights, powers and privileges inherent in it or previously exercised by it or vested in it or conferred upon it by the laws and constitution of Michigan and the United States and any other source. By way of illustration and not by way of limitation, rights which will continue to be exercised exclusively by the Board without prior negotiations shall include, except as expressly provided elsewhere in this Agreement or Act 379 of the Michigan Public Acts of 1965 and Public Act 112, the right to:

1. Manage and control the schools business, the equipment, the operations and to direct the working forces and affairs of the employer.
2. Continue its right and past practices of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing but not in conflict with the specific provisions of this Agreement and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working force, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operations, the means methods and processes of carrying on the work including automation thereof, changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

9. Determine the financial policies including all accounting procedures and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from employees as specifically provided for in this agreement.
11. Determine the policy affecting the selection, testing and training of employees providing such selection shall be based upon lawful criteria.
12. The Board has the right to establish and update at any time a zero-tolerance drug and alcohol testing policy based upon lawful criteria.

## **ARTICLE 8**

### **Discipline, Discharge and Non-Discrimination**

- 8.1 Dismissal, suspension and/or any other disciplinary action taken against a non-probationary employee shall be only for just and stated causes with the employee(s) having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the non-probationary employee and the Association. Among the causes which shall be deemed sufficient for dismissal, suspension and /or other disciplinary action are the following: drunkenness, dishonesty, insubordination, and willful violation of agreed upon board's rules.
- 8.2 Drivers must notify the Transportation Director or his designee in writing of any moving violations that result in points on his/her driving record. Bus drivers will be discharged if accumulated points result in the loss of the driver's license.
- 8.3 An employee may be dismissed, suspended or disciplined without pay, pending investigation and if the dismissal, suspension, or other disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, full seniority rights, and all other fringe benefits that the employee would have earned during the suspension or dismissal period. If the dismissal is sustained or the suspended employee is not reinstated through the grievance procedure, the employee shall be deemed dismissed as of the date such action was taken. In the event of such dismissal, suspension or discipline is determined to be unjust and a loss of wages has resulted because of such action, an employee reinstated after such determination shall be entitled to collect such lost wages in an amount not to exceed that to which he/she would have earned in his/her normal assigned duties, less compensation or unemployment he/she earned in the interim.

- 8.4** In the event that a driver is unable to maintain the proper amount of discipline and control of the passengers on their bus, such driver or drivers shall be subject to removal from their run(s). The Transportation director shall then meet with the Association in order to secure a satisfactory replacement driver for such run(s) and to determine the removed driver's adjusted assignment.
- 8.5** The Association with the specific written consent of the employee shall have the right to review the personnel file of an employee within the bargaining unit, upon making a written request to the Administration of the School District. An employee, upon making a written request shall have the right to review the contents of their own personnel file maintained by the Board. Such review of personnel files must be done in the Board of Education offices under the supervision of a designated school employee.
- 8.6** The Board and Association agree that they will in no way discriminate against bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status or disability.
- 8.7** It is agreed and understood that the following progressive system of discipline shall be followed in instances where discipline of bargaining unit members is required:
- a. Verbal warning by appropriate administrator.
  - b. Written warning by appropriate administrator.
  - c. Written reprimand by appropriate administrator.
  - d. Suspension with pay pending a "Just Cause" hearing.
  - e. Suspension without pay.
  - f. Dismissal for just cause only.

However, dependent on the circumstances and severity of the instance requiring the discipline of a bargaining unit member, the board reserves the right to institute discipline at the level, above, which it determines to be most appropriate.

- 8.8** Written warnings, reprimands or suspensions will be given in the form of a letter or memorandum signed by the administrator instituting such action and signed by the bargaining unit member for the purpose of acknowledgement only. Except under exceptional circumstances, the letter or memorandum shall be provided to the bargaining unit member only after a meeting has been held in which such bargaining unit member has been provided with an opportunity to be heard. Copies of a written warning, reprimand or suspension shall be given to both the bargaining unit member and the Association. Any complaint not called to the attention of the bargaining unit member within five (5) work days of the District's knowledge of such complaint may not be used as the basis for disciplinary action against the bargaining unit member.
- 8.9** A bargaining unit member shall be entitled to have present a representative of the Association during any meeting, which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. In circumstances where time allows, the employee can request to be represented by the Union representative of their choice. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility.
- 8.10** Removal of Discipline. The employer agrees to remove any discipline from an employee's personnel file after a period of three (3) years from the issuance of said discipline, with appropriate exception. Appropriate exception as used in this Article shall include serious misbehavior or unprofessional conduct as defined in Revised School Code Section 380.1230(b).

## ARTICLE 9

### Grievance Procedure

#### 9.1 Definitions

- a. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the specific and express terms of this Agreement. The term "grievance" as defined above shall not apply to the termination of service or failure to re-employ any probationary employee.
- b. Any grievance which is not appealed within the specific time limits set forth in that step/level shall be considered settled on the basis of the decision rendered at the previous level. If the answer to a grievance is not given within the specified time limits of the step level, the appealing party may automatically appeal the grievance to the next step level of the grievance procedure.
- c. The term "Supervisor" as used herein shall be construed to mean the Transportation Director.
- d. The time elements in the steps may be shortened, extended or waived upon written agreement between the parties.
- e. For the purpose of processing grievances, working days shall be defined as those days when school is in session.
- f. A grievance concerning alleged safety hazards may be processed directly to Step Three of the grievance procedure.
- g. Any employee or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the condition given rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee first became aware of the condition giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.



## **Grievance Steps**

### Informal Step

When a bargaining unit member or the Association believes a grievable incident has occurred, the affected bargaining unit member or the Association shall request a meeting with the Transportation Director in an effort to resolve the complaint. The Association shall be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result of the meeting, he/she may formalize the complaint as set forth in Step One below.

### Step One

The Association President or Grievance Chair then may submit the grievance in writing to the Transportation Director stating the remedy or correction requested plus the facts upon which the grievance is based and the alleged contract violation. The employee and the Association President or Grievance Chair shall sign the grievance.

It is understood between the parties the grievances filed shall not be included in the employee's personnel file. A discipline that is the subject of a grievance shall remain in the file unless it is determined otherwise through the grievance process.

### Step Two

- a. The Association President or Grievance Chair shall meet with the Transportation Director to discuss the grievance within ten (10) working days of its written submission to the Transportation Director.
- b. The Transportation Director shall give a decision in writing relative to the grievance within ten (10) working days of the meeting with the Association President or Grievance Chair.

### Step Three

- a. Any appeal of a decision rendered by the Transportation Director shall be presented in writing to the Director of Human Resources/Chief Financial Officer stating the reason or reasons why the decision of the Transportation Director was not satisfactory, within ten (10) working days from the decision rendered by the Transportation Director.

- b. Within ten (10) working days of written submission to the Director of Human Resources/Chief Financial Officer, and an Association Representative shall schedule a mutually agreed upon date for a future meeting to discuss the grievance.
- c. The Director of Human Resource/Chief Financial Officer shall give a decision in writing relative to the grievance within ten (10) working days of the meeting with the Association Representative.

#### Step Four

- a. Any appeal of a decision rendered by the Director of Human Resource/Chief Financial Officer shall be presented in writing to the Superintendent stating the reason or reasons why the decision of the Director of Human Resources/Chief Financial Officer was not satisfactory, within ten (10) working days from the decision rendered by the Director of Human Resources/Chief Financial Officer.
- b. The Superintendent of Schools shall then meet with an Association Representative within ten (10) working days from the date of submission of the appeal of the grievance to the Superintendent of Schools.
- c. Within ten (10) working days of the meeting with an Association Representative, the Superintendent of Schools shall give a decision in writing relative to the grievance.

#### Step Five

- a. Any appeal of a decision rendered by the Superintendent of Schools shall be presented to the Board of Education or designated Board committee within ten (10) working days and the Board of Education or committee thereof shall meet with an Association Representative at a time mutually agreeable to them. The appeal shall be in writing and state the reason or reasons why the decision of the Superintendent of Schools was not satisfactory.
- b. The Board of Education shall give a decision in writing relative to the grievance within fifteen (15) calendar days of its meeting with the Association Representative.

## Step Six

- a. In the event that the appealing party is not satisfied with the disposition of the grievance by the Board of Education or committee thereof, the appealing party may within fifteen (15) calendar days of receipt of the written decision rendered by the Board of Education, submit the grievance to arbitration, under the rules of the American Arbitration Association.
- b. The arbitrator, the Association or the Board may call any relevant person as a witness in any arbitration hearing.
- c. Each party shall be responsible for the expenses of any non-bargaining unit member witnesses that they may call.
- d. The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof or to specify the terms of a new Agreement, nor to substitute his discretion for that of any of the parties hereto.
- e. The fees, expenses and filing fees of the arbitrator shall be borne solely by the non-prevailing party. In the event the arbitrator grants an award, which is either not clearly in favor of either party or does not grant the total relief that the Association is requesting, but yet does not totally rule in favor of the Board, then the fees, expenses and filing fees of the arbitrator shall be shared equally between the parties.
- f. Neither party shall be permitted to present in the arbitration hearing any evidence, whether written or oral, that had not been disclosed to the other party in any of the previous step levels of the grievance.
- g. The arbitrator shall render a decision within thirty (30) calendar days from the date of the conclusion of the arbitration proceedings.
- h. The decision of the arbitrator shall be final conclusive and binding upon all employee of the Board and the Association.

## **ARTICLE 10**

### **School Closure**

#### **10.1 School Closing**

When an act of God, or an Employer directive, forces the closing of a school building or other facility of the Employer, the bargaining unit members assigned to such school building or facility shall be excused from reporting to duty without loss of pay for the first two (2) act of God or Employer directive days of the school year at the employee's normally scheduled hours per day. Only members assigned to regular routes on that day will be compensated.

#### **10.2 School Closure**

Bargaining unit members not otherwise contacted by the District who report to work and upon arrival find that school has been canceled, shall be paid for one (1) hour at their regular rate. Such bargaining unit member shall complete the proper paperwork to be eligible for such compensation.

#### **10.3 Early Dismissal**

A minimum of three (3) hours shall be credited to any bargaining unit member called in more than forty-five (45) minutes early for an early school district or building dismissal. If the emergency time credited places the bargaining unit member's time worked beyond eight (8) hours for that day, or occurs on a Saturday, Sunday or holiday, overtime shall be paid in accordance with the provisions of Article 13.

## **ARTICLE 11**

### **Contractual Work**

The right of contracting or sub-contracting is vested in the Board. The Board retains all rights to fully implement PA 112 concerning the use of volunteers and third party contracting for non-instructional services. The right to contract or sub-contract shall not be used for the purpose of undermining the Association or to discriminate against any of its members.

## ARTICLE 12

### Employee Training and Licensing

- 12.1** All new bargaining unit members shall be trained by the bus driver trainer. All new drivers shall participate in the Michigan School Bus Drivers Training Schools and meet all State and Federal requirements.
- 12.2** The current hourly rate will be allowed for all mandatory meetings and training called by the Director of Transportation or the Superintendent. Notices of such meetings will be posted five (5) working days in advance. Attendance at these meetings is mandatory. Attendance may be excused by the Director of Transportation where the bargaining unit member is able to produce documentation of an emergency situation.
- 12.3** The Board will pay bargaining unit members for the costs of licenses or the renewal of licenses required for the bargaining unit member to perform his/her job or position. However, should a bargaining unit member leave, not including retirement, within the period covered by the license, such bargaining unit member shall reimburse the District on a prorated basis for the cost of such license.
- 12.4** Mandatory In-service Time
- The District shall schedule eight (8) hours of in-service time each school year. The District shall provide advanced notice of scheduled in-service time to all bargaining unit members. Bargaining unit members will be paid for such time.
- 12.5** All drivers and aides whose routes include the transportation of special needs or medically fragile children will receive sufficient training to deal the above cited children.

## ARTICLE 13

### Work Year, Workweek, Workday

#### 13.1 Work Year

The work year for a bargaining unit member shall follow the school calendar for the program or building for which a member is assigned. It will include break periods, holidays and vacations as prescribed in this Agreement and coincides with the calendar.

#### 13.2 Work Week

The regularly scheduled workweek shall begin at 12:01 a.m. Monday and end 120 hours thereafter.

#### 13.3 Work Day

The normal workday shall be whatever would constitute the bargaining unit member's normal daily route assignment.

Bus drivers with a regular run shall be paid for the amount of time required to drive their daily routes under optimum conditions plus sixty (60) minutes per day for a pre-trip inspection, post trip inspection, warm-up time, fueling of the bus, normal bad weather time, clean up of the bus and to report student discipline problems following school policy. Drivers must maintain and update run descriptions. All guidelines will be established by the transportation director for the pre-inspection, post inspections, run descriptions and bus clean up.

In the event a run that employs a bus aide goes beyond the established run time by fifteen (15) minutes due to circumstances beyond the control of the bus aide, such bus aide shall be compensated at the appropriate rate for the additional time worked. The Aide will be required to complete the proper additional time request form and it must be approved by the Transportation Director.

#### 13.4 Alteration

The aforementioned starting and ending times of the workday are not to be altered prior to the affected bargaining unit member being informed of such alteration.

### **13.5 Overtime**

Overtime shall be compensated at the rate of time and one-half (1-1/2) for all hours over eight (8) hours per day, along with all time worked in excess of forty (40) hours in one week for which overtime has not been earned.

Members required to work any of the holidays named in *Article 21* of this contract, shall received double time for hours work in addition to the regular holiday pay.

Members shall be paid double time at the appropriate pay rate for all hours worked on Sunday regardless of the number of hours worked in the week. There will be no automatic time and one half pay for hours worked on Saturday.

### **13.6 Job Related Duties**

- a. The Board shall pay the bus driver the regular straight time hourly rate of pay for the actual hours worked for any job related duties, which are required of the employees by the Board.



## ARTICLE 14

### Working Conditions

#### 14.1 Safety Practices

- a. The District will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work, in accordance with the provisions of the Occupational Safety and Health Act, State and local regulations.
- b. The employee will notify the District in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The District upon notification of an alleged unsafe condition shall investigate such condition and shall be expected to make adjustments in such condition, if in the Districts investigation, the alleged unsafe condition is found to be a hazard to the employee.
- c. Repeated notices of job hazards which do not turn out to be substantiated shall be cause for written warning. Continual unsubstantiated notices shall be subject to Article 8.
- d. If employer notices of possible hazards are not resolved, the issue may become part of the grievance procedure at the third step.

#### 14.2 Equipment

The Employer shall provide without cost to the bargaining unit member the following:

- a. Approved first aid kits and materials in all work areas, gloves, and appropriate training in the handling of blood, blood products and other bodily products.
- b. Each bus driver shall have access to the materials necessary to keep the bus clean. (Ex. Window cleaner, sponges, paper towels, trash bags, scouring pads, and cleaning liquids.)
- c. Each bus driver shall have access to a supply of tissues for students to use.

#### 14.3 Student Rewards

A student reward program will be established by the Board each year. The amount, type and how the awards will be distributed will be determined by the Board.

#### **14.4 Clothing Allowance**

Current bargaining unit members (at time of ratification of this agreement) will receive a one time clothing allowance of \$16.50.

**NOTE: (Article 14.4 will be not be in effect beginning July 1, 2010 through June 30, 2011.)**

#### **14.5 Student Discipline**

Bus transportation is provided by the Airport Community Schools as a privilege for our students. Students are expected to obey the rules set forth by the transportation department.

- a. Routine student discipline problems on school buses are to be handled by the driver. This includes advising students concerning rules and regulations, assigning seats, encouraging and praising good behavior, and other generally accepted means of maintaining and developing constructive pupil – school relationships.
- b. If circumstances warrant, either because repeated warnings have failed to improve behavior, or because of gross misconduct on the bus, at a bus stop, or while going to or from a bus stop, the student may be denied the privilege of riding the bus.

#### **14.6 Student Medication**

Bargaining unit members shall not be responsible for the transportation or delivery of student medication either to or from District school buildings.

#### **14.7 Student Emergencies**

Bargaining unit members may provide assistance to students during any medical emergency, providing it is within the scope of documented in-service training which was provided or contracted out by the District. All members will be CPR certified at the District's expense.

#### **14.8 Notification of Medical Conditions**

A bargaining unit member shall be notified of the pertinent medical conditions suffered from by a student regularly assigned to the bargaining unit member's regular daily route, provided that the District has been properly notified by the parent/legal guardian of such student as to the nature of the student's medical condition. A bargaining unit member who has been notified of such medical condition may be subject to discipline, as provided herein, for release of such information to uninterested third parties, including, but not limited to, fellow bargaining unit members.

## ARTICLE 15

### Bus Runs and Routes

#### 15.1 Definitions – Regular Transportation to and from School

- a. Bus Run – A bus run is defined as a section of a bargaining unit member's route. Example: When a bargaining unit member leaves the bus compound to pick up students and then returns to the school building to drop-off those students to begin the school day. The type of bus runs that may be created by the District include, but are not limited to: AM High School, AM Elementary, PM High School, PM Elementary, Kindergarten, Special Education, Vocational and any other run(s) customarily performed by bargaining unit members.
- b. Bus Route – A bus route shall be defined as the bus run(s) that has/have been assembled for a bargaining unit member's regular daily route in which the bargaining unit member leaves the bus compound and returns to the bus compound. The types of bus routes that may be created by the District include, but are not limited to: AM route, PM route, Special Education route, Kindergarten route, Vocational route and any other route(s) customarily performed by bargaining unit members.
- c. Regular Daily Route – A regular daily route shall be defined as the bus route(s) that a bargaining unit member had bid on to assemble their regular daily routes. The regular daily route cannot exceed eight (8) hours per day.

#### 15.2 Transportation and Bidding

- a. Transportation of students, for educational instruction, vocational instruction, athletic or school-related activity, which requires a bus, shall be considered bargaining unit work. An exception to this provision may be made for any school related trip(s), which the District, after consultation with the Association, consider(s) to be exceptionally lengthy.
- b. All bus runs and routes will be constructed by the Transportation Director and can only be divided or altered by the Transportation Director.
- c. Routes shall be constructed by the Transportation Director prior to each school year and a bid selection meeting will be held. The bid selection meeting will not be a mandatory meeting. Bargaining unit members that will not be in attendance at the bid selection meeting will be given an alternative way to place a bid on routes. The bid package including route description, the seniority list, the alternative bid form, meeting time and location shall be mailed at least seven (7) calendar days in advance of the

selection meeting. Route descriptions will include estimated times. The bid selection meeting shall be held at least seven (7) calendar days prior to the start of the school year.

- d. The alternative way in which to place a bid will be done by the bargaining unit member ranking the routes starting at one and continuing until they equal their seniority position on the alternative bid form. When such member's position to bid comes up, the highest ranked route remaining on the bargaining unit member's alternative bid form will be assigned to that member. All members placing a bid using this alternative method must submit their bid in writing prior to the start of the bid selection meeting. A copy of all alternative bid forms completed by bargaining unit members will be given to the Association President.
- e. Kindergarten bus routes shall be bid separate from any other bus route and will be awarded to bargaining unit members, subject to the requirement that the bargaining unit member's regular daily route will not exceed eight (8) hours per day.
- f. Bargaining unit members shall bid on routes based on classification and seniority. During the bid selection meeting the Association will be represented by a representative of its own choosing.
- g. Bargaining unit members will be paid a minimum of one (1) hour's pay for any bus run.
- h. Bus routes shall be timed, during the second full week of the school year or during the second week after a bus route has been added or altered. In the interim period, the bargaining unit member's reported time shall be used for pay compensation. The bus route times will be averaged using 5 working days. For the purpose of bus route timing, time will begin from the time the driver leaves the bus compound and end when the driver returns back to the bus compound at the end of the bus route. After a bus route time has been established, the time will be verified by the bargaining unit member and the Transportation Director, this time will become the established route time for said bus route.
- i. If a bargaining unit member or Transportation Director believes a route time has changed and it will affect the amount of time a bus route is paid, a corrective retiming may take place using 5 working days. After the re-timing and averaging of a bus route has been completed the time will be verified by the bargaining unit member and the Transportation Director, this will then become the established route time for said bus route.

- j. Should a new bus route be established or an existing bus route become available during the school year, it shall be posted in accordance with the posting procedure **Article 17** and awarded to the most senior bargaining unit member making application that is within the classification and has the necessary qualifications to perform the duties of the job involved. The additions or a bus run being placed into an existing route will be considered the establishment of a new bus route and will be posted as such.
- k. All bus routes available during the summer period shall be posted and awarded to the senior bargaining unit member making application provided the member is within classification and has the necessary qualifications to perform the duties of the job involved.
- l. If a bargaining unit member's regular daily route exceeds eight (8) hours per day due to an addition to his/her run, such member will have the right to give-up his/her kindergarten/mid-day run, and will be able to exercise his/her bumping rights.
- m. Whenever it is determined by the Transportation Director that it is necessary to increase or decrease an existing regular daily route (as defined in Article 15.1.c) by ½ hour the affected regular daily route will be posted in accordance with the posting procedure in Article 17. This clause excludes any Mid Day Route.

Whenever it is determined by the Transportation Director that is necessary to decrease an existing Regular Daily route (as defined in Article 15.1.b Bus Route) by ½ hour, the bargaining unit member affected by the reduction shall have the right to exercise their seniority and bump a lesser seniority bargaining unit member and assume the lesser seniority bargaining unit member's Regular Daily Route. A bargaining unit member affected by the bumping process shall have the right to exercise their seniority and bump a lesser seniority bargaining unit member and assume the lesser seniority bargaining unit member's route. Bumping will only be done within the classification; (no one can bump someone outside of their classification). This clause excludes any Kindergarten/Mid Day Route.

- n. Whenever it is determined by the Transportation Director that it is necessary to increase an existing Kindergarten/Mid Day route (as defined in Article 15.1.b Bus Route) by 15 minutes of actual clock time, the affected route will be posted in accordance with the posting procedure in Article 17.

Whenever it is determined by the Transportation Director that it is necessary to decrease an existing Kindergarten/Mid Day route (as defined in Article 15.1.b Bus Route) by 15 minutes of actual clock time, the bargaining unit member affected by the reduction shall have the right to exercise their seniority and bump a lesser seniority bargaining unit member and assume the lesser seniority bargaining unit member's Kindergarten/Mid Day route. A bargaining unit member affected by the bumping process shall have the right to exercise their seniority and bump a lesser seniority bargaining unit member's route. Bumping will only be done within the classification, (no one can bump someone outside of their classification).

- o. The board shall pay bus drivers a maximum of three (3) hours straight time pay to familiarize themselves with new routes. This time must have prior approval of the Transportation Director.

## ARTICLE 16

### Seniority

#### 16.1 Seniority Defined

Seniority shall be defined as the length of service within the district as a member of the bargaining unit, i.e., all classifications represented in the recognition clause of this Agreement. For the purpose of seniority, a bargaining unit member's starting date of work shall be the first day in which the member performs bargaining unit work.

#### 16.2 Probation

- a. Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. The probationary period shall be sixty (60) working days. Probationary bargaining unit members who are absent during the probationary period shall work additional days equal to the number of days absent and such member shall not have completed their probationary period until these additional days have been worked.
- b. After the successful completion of the probationary period, the seniority date of the member shall be retroactive to the member's starting date of work.

#### 16.3 Classifications

For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their assignment:

Bus Driver/Substitute Bus Driver  
Bus Aide

Classification seniority shall be accrued by members within their current classification assignment. A member that transfers to a different classification will begin accruing seniority within said classification on the first day of work within the classification. In the event that more than one individual has the same starting date of work, the position on the seniority list shall be determined by drawing lots.



#### **16.4 Seniority List**

The employer shall prepare, maintain and post a seniority list. A copy of the seniority list and subsequent revisions shall be furnished to the Association. Upon receipt of the seniority list by the Association, all bargaining unit members will have twenty (20) days to request any changes or corrections. A new list will be prepared within ten (10) working days of any change to the seniority list.

#### **16.5 Seniority Lost**

- a. Seniority shall be lost by a bargaining unit member upon termination for cause, resignation, retirement or transfer to a non-bargaining unit position.
- b. Seniority shall be lost by a bargaining unit member for the absences of three (3) consecutive working days without properly notifying management, unless extenuating circumstances shall exist.
- c. Seniority shall be broken if the bargaining unit member is laid off longer than the employee's existing seniority.

## ARTICLE 17

### Vacancies, Transfers and Promotions

#### 17.1 Vacancy Defined

A vacancy shall be defined as a newly created position or a present position that is not filled.

#### 17.2 Vacancy Posting

The Association shall be furnished with a copy of all vacancy postings. All vacancies and newly created bargaining unit positions shall be posted within five (5) working days from the date of the vacancy. Members within the affected classification shall be given three (3) working days in which to make application on a bid sheet. The senior member with the necessary qualifications shall be transferred to fill the position. The Association will be notified as to which bargaining unit member was transferred to fill the vacancy. All vacancies shall be posted in a conspicuous place (bus/transportation lounge). Said posting shall contain the following information:

- a. Type of work
- b. Location of work
- c. Estimated hours to be worked
- d. Classification

If a vacancy is caused by a member being awarded a posted vacant position the subsequent vacancy will be posted and filled at a special bid meeting which will be held *within five (5) working days*. All members within the classification will be informed of the bid meeting and will be allowed to attend if they choose.

Any vacancies arising as a result of the special bid meeting must be filled at that time.

#### 17.3 Summer Vacancy Notification

The Employer shall notify bargaining unit members of vacancies occurring during month's school is not normally in session by sending a notice of vacant or newly created summer positions to each bargaining unit member within the affected classification. This will be done by the use of U.S. mail; the posting will be sent to the member's last known address. Interested bargaining unit members must make application in writing to the Transportation Director

within the posting period. The Association will be notified as to which bargaining unit member was transferred to fill the vacancies. Members on leave of absence will be notified of all summer vacancies.

#### **17.4 Award of Vacancies**

Vacancies shall be filled with the most senior member with the necessary qualifications from within the affected classification. Should no bargaining unit member from the affected classification apply, then the vacancy shall be reposted. The vacancy shall then be filled by the most senior member with the necessary qualifications from another classification. The member filling the position will be compensated at the rate of pay for said position and classification.

#### **17.5 Selection**

After the expiration of the posting period (10 AM of the third day), the Employer shall make known its decision as to which applicant has been selected to fill a posted position. The Employer will then confirm with the applicant their desire to accept the vacancy. After the applicant has accepted the position the applicant shall begin the run within three (3) working days.

#### **17.6 Involuntary Transfers**

The parties agree that involuntary transfers of bargaining unit members are to be effected only for reasonable and just cause. The bargaining unit member will not suffer any loss of accrued seniority, vacation and holiday or leave benefits.

#### **17.7 Temporary Assumption of Duties**

Any bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid his/her regular rate. Except during the summer, when a bargaining unit member who temporarily assumes the duties of another bargaining unit member will be compensated at the rate for the classification of the position assumed. A bargaining unit member's pay rate shall not be reduced as the result of any temporary change in duties.

#### **17.8 Temporary Vacancies**

A temporary vacancy shall be considered to be temporary as long as the regular member is off the job but is due or scheduled to return to the job. In the event it is determined by the employer that the regular employee will not be returning to the job, said position will then be considered vacant and will be filled as specified in Section 17.2 of this agreement. All temporary vacancies up to forty-five (45) working days shall be filled by a substitute

employee. On the forty-sixth (46<sup>th</sup>) working day, the temporary vacancy shall be posted as a temporary vacancy in accordance to Article 17.2 of this agreement.

A member already assigned to a regular route can bid on a temporary vacancy after the forty-fifth (45<sup>th</sup>) working day. In such case that a member vacates their assigned regular position to accept a temporary vacancy the member will maintain all benefits at the rate at which they were receiving them on the route they vacated. Upon return of the member who was off in excess of (45) working days, said member will return to their original position and all other members effected shall then return to there original position.

### **17.9 Summer Substitutes**

When bargaining unit members assigned to summer work are off due to, but not limited to, vacation, illness, etc., regular and substitute drivers shall be given the opportunity to work according to seniority. All unit members with an interest in summer substitute driving must sign up with the Transportation Director prior to the last workday in May. This list of drivers willing to substitute during the summer will be rotated the same as is done with field trips.

## ARTICLE 18

### Reduction in Personnel, Layoff and Recall

#### **18.1 Layoff Defined**

Layoff shall be defined as a necessary reduction in the work force, which is demonstrated by the Employer to the Association.

#### **18.2 Layoff Notice**

A bargaining unit member that will be affected by layoff shall be notified ten (10) working days prior to the effective date of the layoff.

#### **18.3 Layoff Procedures**

Bargaining unit members shall be laid off and recalled according to seniority in their classification. A bargaining unit member on scheduled layoff shall have the right to displace a lesser seniority bargaining unit member who is in a lower rated classification provided the senior bargaining unit member is qualified to hold the position held by the bargaining unit member with lesser seniority. In no case shall a new bargaining unit member be employed by the Employer while there are laid-off bargaining unit members who are qualified for a vacant or newly created position.

#### **18.4 Substitute Priority**

Bargaining unit members that have been reduced to substitute status due to a reduction in the work force will continue to receive benefits for a period of thirty (30) calendar days after their reduction to substitute status. After the thirty (30) calendar day period the bargaining unit member will be eligible for a continuation of benefits under COBRA at their own cost.

## **18.5 Recall**

Bargaining unit members affected by the reduction of the work force shall be placed back into full-time status within their classification in order of seniority, with the most senior being placed first, into any position for which they are qualified. Laid-off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, as long as the bargaining unit member remains qualified. Notices of recall shall be sent by certified or registered mail to the last known address as shown in the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address. A recalled bargaining unit member shall be given five (5) working days from receipt of notice to notify the Employer of his/her intent to return to work or lose accumulated seniority.

## **18.6 Partial Layoffs**

The Employer shall not reduce full-time positions to part-time positions. If a reduction in the work force is necessary, the Employer shall reduce whole positions and shall not reduce hours among several positions.

## ARTICLE 19

### Paid Leaves of Absence

#### 19.1 Sick Leave

- a. Each bargaining unit member with seniority covered by this Agreement will be entitled to sick leave accumulated in a personal sick leave bank at the rate of the bargaining unit member's regular daily hours, not to exceed eight (8) hours per month with a limit of one thousand fifty six (1056) hours. Sick leave hours shall only be earned for months that the bargaining unit member works a minimum of twenty (20) hours in a month.
- b. Sick leave shall be granted to a bargaining unit member when they are incapacitated from the performance of their duties by sickness, pregnancy, injury or for medical, dental or optical examination or treatments. Sick leave shall be granted also to each bargaining unit member covered by this Agreement for the illness of the bargaining unit member's mother, father, and any other member of the bargaining unit member's immediate family who requires the care and attendance of the bargaining unit member.
- c. Records of sick leave accumulated and taken shall be available to the bargaining unit members. A report will be given to each bargaining unit member in October and January. Upon written request, the union may review general information for the purpose of Union business.
- d. Upon the occurrence of a bargaining unit member using three (3) consecutive sick leave days, the Board may require medical proof of illness.
- e. Upon bargaining unit member's return to work from a compensable or non-compensable injury or illness in excess of ten (10) consecutive work days, he/she must provide the District with a physician's written certification of their ability to return to work.
- f. Should a physicians' return to work certification place any restrictions on a bargaining unit member's ability to perform his/her duties, the District will require the bargaining unit member to undergo a fitness for duty examination at the District's cost by a District-appointed physician to determine whether the bargaining unit member can perform his/her duties with said restriction.

- g Each full time bargaining unit member at the start of each semester, will have \$350.00 put into an attendance bonus bank that will be paid at the end of each school semester. When a bargaining unit member is absent their bank will be reduced according to the following schedule:

First absence during a semester: \$75 deduction from bank

Second absence during a semester: additional \$75 deduction from bank

On the third absence of a semester, the employee will not qualify to receive an attendance bonus for that semester.

Attendance bonus will remain the same as the 2007-2010 contract until the beginning of the 10/11 school year.

Jury duty or funeral leave for an immediate family member will not be counted against the bank.

Any time out during a scheduled day will constitute a day under this provision. Time lost due to mandatory drug testing will not be counted against the bargaining unit member's attendance bonus.

## **19.2 Funeral Leave**

- a. All bargaining unit members shall be granted up to five (5) working days off with pay for a death in the bargaining unit member's immediate family. For the purpose of this section, "immediate family" shall include the bargaining unit member's natural parents, stepparents, siblings, spouse, children, grandparents, grandchildren, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and spouses' parents. Additional time off for traveling to said funeral shall be granted and such additional time shall be charged to sick leave. The Board may require proof of funeral leave.
- b. Bargaining unit members may be granted time off charged to sick leave to attend the funeral of a non-family member at the discretion of the Transportation Director.
- c. In the event of a death of a bargaining unit member of the Board, funeral leave shall be granted to a representative number of bargaining unit members within the bargaining unit, with that number to be mutually agreed upon between the Superintendent of Schools, Transportation Director and the Association President.



### **19.3 Personal Days**

Leaves of absence with pay not chargeable against the bargaining unit member's sick leave will be granted as follows: two (2) days per year will be allowed, except as set forth below. The number of hours paid for personal days will be established using the eligible bargaining unit member's hours as of the first full week in October excluding all field trips. The number of hours paid for a personal day will be based upon the number of regular hours worked, excluding all field trips, during the first pay period of the school year. Arrangements for such personal leave must be made two (2) days in advance with the Transportation Director, except in an emergency. In the event that there would be a shortage of replacement drivers, bargaining unit members will be granted personal leave time on a first-come, first-approved basis. Except for the July 4<sup>th</sup> holiday, a personal day may not be used to extend a holiday or school day off. Any unused personal days will be accumulated into the bargaining unit member's individual single sick leave bank in addition to their normal earned accumulative sick leave.

If a bargaining unit member becomes a full-time bargaining unit member after the beginning of the school year personal business days will be prorated as follows:

If full-time prior to October 15<sup>th</sup> = 1.5 days

If full-time after October 15<sup>th</sup> and prior to January 15<sup>th</sup> = 1 day

If full-time after January 15<sup>th</sup> and prior to April 30<sup>th</sup> = .5 day

### **19.4 Jury Duty**

Bargaining unit members required to appear for jury duty or service shall receive their pay from the Board for such time lost as a result of such appearance or service less any compensation received for such jury service. Bargaining unit members shall notify the Transportation Director as soon as they have received notice for jury duty. PROOF OF TIME SERVED MUST BE SUBMITTED TO THE TRANSPORTATION DIRECTOR. IF YOU REPORT AND THEN FIND OUT THAT YOU ARE RELEASED YOU MUST REPORT FOR YOUR NEXT RUN OR ROUTE WHEN PRACTICAL.

### **19.5 Military Leave**

- a. Leaves of absence without pay will be granted to bargaining unit members who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such bargaining unit members make written request for such leave of absence without pay immediately upon receiving their orders to report for such duty.

- b. The reinstatement right(s) of any bargaining unit member who enter the military service of the United States by reason of an act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

**19.6 Vacation**

Bargaining unit members who work twelve (12) months of the year will receive ten (10) days vacation leave with pay at the bargaining unit member's regular daily rate for the regular school year to be used at any time during the summer break period.

**19.7 Deduct Days**

The Board will not allow any deduct time. Therefore, if a bargaining unit member uses all available paid leave time and is unable to secure either family medical leave under the Family Medical Leave Act ("FMLA") or an unpaid leave of absence as provided in Article 20 herein, they will be reduced to substitute status and may not bid on the route to which they were assigned at the time the paid leave was utilized for a period of three (3) working months. Should the Board determine that a bargaining unit member's request for unpaid leave was reasonable, such bargaining unit member shall not be removed from his/her assigned route.

- 19.8** Occupational Disability Leave will be granted to a bargaining unit member with a compensable occupational disability under the Workers' Compensation Act, as amended. Such leave will be extended for a period that compensation is received not to exceed one year, or until the bargaining unit member is approved for return to work as set forth in paragraph 19.1(e) and (f) above.

- 19.9** Bargaining unit members who retire from the district under the provisions of the Michigan Public School Retirement System shall receive five dollars (\$5.00) per hour for each unused sick leave hour in their bank at the time of their retirement.

## ARTICLE 20

### Unpaid Leaves of Absence

- 20.1** A bargaining unit member who because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work, shall be given a leave of absence, without pay for a period of up to one (1) year for such disability, which may be extended by mutual agreement between the parties provided the bargaining unit member promptly notified the Board of the necessity therefore and provided further that the bargaining unit member supplies the Board with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Board. Bargaining unit member shall be required to apply for a Family Medical Leave Act ("FMLA") leave and such FMLA leave shall be included in the 1 year time period for the initial unpaid leave. Such leave will be in accordance with the FMLA leave.
- 20.2** Upon a bargaining unit member's return to work from a compensable or non-compensable injury or illness in excess of 10 working days, he/she must provide the District with a physician's written certification of their ability to return to work.
- 20.3** Should a physician's certification place any restrictions on the bargaining unit member's ability to perform his/her duties, the District will require the bargaining unit member to undergo a fitness for duty examination at the District's cost by a District-appointed physician to determine whether the bargaining unit member can perform his/her duties with said restrictions.
- 20.4** Leaves of absence, without pay shall be granted for up to one (1) year for prolonged serious, physical or mental illness in the immediate family of the bargaining unit member which shall include husband, wife, children or parents.
- 20.5** Leaves of absence, without pay may be granted for reasonable periods of time for training related to a bargaining unit member's regular duties in an approved educational institution.
- 20.6** Whenever a bargaining unit member shall become pregnant, the bargaining unit member shall, by the end of her fourth (4<sup>th</sup>) month, furnish the Board with a statement from a physician stating the approximate date of delivery and any restrictions on the nature of work that the bargaining unit member may be able to do and the length of time they may continue to work. When the bargaining unit member is required to interrupt employment upon the advice of her physician, the bargaining unit member may use sick days during her disability or the bargaining unit member shall immediately be granted a leave

of absence. Upon return to work the bargaining unit member will be required to furnish a signed medical statement to the Board from the physician indicating that the bargaining unit member is physically able to return to work.

- 20.7** Any bargaining unit member in the bargaining unit elected or appointed to a full time office or position in the Union whose duties require their absence from work shall be granted a leave of absence, without pay for the term of such office or position.
- 20.8** All reasons for leaves of absence without pay shall be in writing stating the reason for the request and the approximate length of leave requested with a copy of the request to be maintained by the Board. A bargaining unit member who is granted a leave of absence, without pay as per their written request for such leave, and then uses such leave for a purpose other than the reason requested said bargaining unit member shall be subject to disciplinary action by the Board.
- 20.9** A bargaining unit member who meets all of the requirements as herein before specified shall be granted a leave of absence without pay and the bargaining unit member shall accumulate seniority and any other accumulating benefits. Accumulating benefits shall include sick and personal time only. Provided in this agreement during their leave of absence and the bargaining unit member shall be entitled to resume their regular seniority status and all job and recall rights. A bargaining unit member who is either returning from a leave of absence or who requires an extension of their leave of absence beyond the date that they were scheduled to return work, shall notify the Board in writing as to their intention to either return to work on the agreed date, or to request an extension of their leave of absence beyond the agreed upon return date, by no later than two (2) weeks prior to their scheduled date of return to work. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the bargaining unit member and the Board.
- 20.10** Bargaining unit members who have not completed their probationary period are not eligible for leaves of absence.

## ARTICLE 21

### Holidays

**21.1** The Board will pay the normal days pay for the following holidays for all bargaining unit members covered by this Agreement even though no work is performed by the bargaining unit member:

New Year's Eve Day

Thanksgiving Day

Good Friday

Christmas Eve Day

Labor Day

Day before or after Memorial Day if assigned school is not in session.

Monday after Easter (in lieu of Martin Luther King, Jr. Day).

New Year's Day

Day after Thanksgiving

Memorial Day

Christmas Day

**21.2** Bargaining unit members required to work on any of the above named holidays shall receive double time for hours worked in addition to the regular holiday pay.

**21.3** In the event that the bargaining unit member is on sick leave on any of the above named holidays, the bargaining unit member shall have that day charged against their allowable sick leave. (Substitute will receive holiday pay.)

**21.4** Bargaining unit members off sick on the holiday, the day before and after the holiday may be required to submit medical proof of illness to receive holiday pay.

**21.5** Bargaining unit members working during the summers shall have the days provided above plus the July 4<sup>th</sup> holiday.

## ARTICLE 22

### Substitutes

DEFINITION: FULL TIME SUB EMPLOYEES ARE AVAILABLE FIVE (5) DAYS PER WEEK.

PART-TIME SUB EMPLOYEES ARE AVAILABLE AT THE TIME AGREED UPON WITH THE TRANSPORTATION DIRECTOR.

#### 22.1 Substitutes

- a. Substitute bus runs are regularly scheduled bus runs, which require a replacement driver.
- b. Substitute bus runs will be rotated equally according to seniority among all substitute bus drivers. Once a substitute driver is assigned to drive a regular run, he/she shall continue driving the run until the vacancy has been filled by the posting procedure or until the regular driver returns.
- c. Substitute bus drivers shall be paid the established route time plus thirty (30) minutes per day for a pre-trip inspection, post-trip inspection, warm-up time, fueling of the bus, clean up of the bus and to report student discipline problems following school policy. Substitute bus drivers assigned to a long term assignment shall receive the established route time plus one (1) hour per day for performance of the above duties.
- d. In the case the bus driver gives less than two (2) hours notice that he/she must be replaced, the Board may secure whoever is available.
- e. Holiday Pay – If the sub bus driver drives the day before and the day after a holiday on the same bus run, he/she will receive holiday pay. The regular bargaining unit member will not receive the pay for that holiday.
- f. Sick Pay – If any substitute employee works 80 hours per calendar month, he/she will be entitled to one (1) sick day for that calendar month.

One (1) sick day = 4 hours (80 hours – 1 sick day) i.e. 78 hours – September would earn 0 sick days. 84 hours – October would earn 1 sick day.

- g. Assignment Rotation – Two (2) rotating assignment lists will be maintained:
  1. Long Term (three (3) days or more)
  2. Less than three (3) days

- h. Any bargaining unit member that is working or paid less than four (4) hours is considered a substitute bargaining unit member.
- i. If a substitute bus driver works as a substitute aide, the hours will not be counted against them as a turn on either of the rotating assignment lists.
- j. Substitutes that have accumulated sick time may only use their sick time while assigned to a long term run.
- k. Within any one semester a substitute employee who refuses work more than 25% of the time that is offered, shall have his/her seniority rights broken and face possible dismissal, unless he/she received a pre-approved leave from the Board. Full-time substitute employees are those substitutes who are available regularly five (5) days per week.
- l. Any bargaining unit member who is employed as a substitute employee may pursue employment or other long-term commitments outside of the District pre-arranged with the Transportation Director (ex. Attending educational courses, providing care for a relative) provided that such bargaining unit member does not refuse work more than 25% of time agreed to by the substitute employee and the Transportation Director. If within any one semester a part-time substitute employee refuses to work more than the 25% of time agreed to shall have his/her seniority rights broken and face possible dismissal, unless he/she received a pre-approved leave from the Board.
- m. Seniority for the part-time substitute employees as set forth in paragraph (1) above shall be calculated based on the number of days in which they work a minimum of 1.5 hours.

## ARTICLE 23

### Field Trips

#### 23.1 Definition

Field trips will be defined as the transportation of students to events or activities not normally scheduled on a daily basis, which are outside of the school districts boundaries. Field trips may also include but not be limited to trips within the district for such things as band or drama performances. The District reserves the right to contract with an outside company to do school related educational field trips outside of the district boundaries over a 100 mile round trip.

#### 23.2 Field Trips

- a. Application to do field trips will be made annually in writing during the first week of school. No additional applications will be accepted at a later date. The field trip drivers shall be limited to the ten (10) most senior applicants. All other applicants will be alternates. In the event a field trip driver is absent for thirty (30) days, the most senior alternate driver shall be moved up to field driver status until the senior field trip driver returns to work. If a field trip driver drops from the rotation the most senior alternate driver will be placed into rotation. Any driver, who gives up their position in the field trip rotation, will not be eligible for field trips until the next sign up period.
- b. All field trips shall be rotated equally based on seniority. A separate rotation shall be maintained for week day field trips and weekends.
- c. Field trips that are scheduled on weekends will be rotated separate from the trips that are scheduled on a week day. In the event a weekend trip is cancelled, the bargaining unit member of such trip will have their name placed at the top of the weekend rotation.
- d. There shall be a two (2) hour minimum payment for a field trip on a day when school is not in session.
- e. An extra one-half  $\frac{1}{2}$  hour shall be paid for each field trip, for gas up, and clean up of bus if it returns after 5:00 p.m. or is a weekend/non-school day trip.
- f. In the event a field trip is cancelled and the bargaining unit member is not notified, the bargaining unit member will be paid (2) hours at field trip pay for the trip.



- g. Any driver (no limit) who wishes to be eligible to drive summer field trips shall indicate in writing to the Transportation Director their desire two weeks prior to the end of the regular school year. The field trips will be rotated among the eligible bargaining unit members according to seniority.
- h. Except for the refusal of last minute offers, the refusal of two consecutive field trips will result in the loss of the next two (2) turns in rotation. If all eligible drivers refuse a field trip, it will be assigned to the first person in the rotation that refused the trip. Once a field trip has been assigned it will be the responsibility of that driver to complete the trip or to secure another driver to complete the trip.

### **23.3 Meal Reimbursement/Lodging**

- a. The District shall provide field trip drivers with a maximum meal reimbursement of twelve dollars (\$12) for trips that are 8 hours or more in length. A receipt is required.
- b. The District shall arrange and pay for the cost of a motel room if a trip involves an overnight stay.

## ARTICLE 24

### Physical Examinations

- 24.1** Bus Drivers shall annually be given a physical examination. Bus drivers may elect to obtain their physical examination from the physician specified by the District, or the physician of their choice, provided that the physician completes the examination form provided by the District. In the event an employee elects to go to their own physician, the District shall pay only the amount equal to the fee they are paying to their specified physician. The employee shall be responsible for any additional fees. Employees will be paid \$25.00 for their time spent getting the physical exam.
- 24.2** Drug and alcohol testing will be done according to the District policy, which will be established and updated following all state and federal regulations or requirements.

It will be the intent of both parties to adhere to this provision of article 24.1 of the contract and to also adhere to the following additional guidelines.

1. A bus driver who is randomly picked for a drug screening, alcohol screening, or both a drug and alcohol screening will report to the testing site immediately after being notified. After being released from the testing site the driver will immediately report back to the transportation office and check in with a transportation office staff member.
2. In the case where an employee has scheduled a medical appointment for themselves or an immediate family member and wants to insure that they will not be requested to submit to testing on a certain date the member will need to do the following:
  - Submit a physician's note to a transportation office staff member indicating a need for absence if drug and alcohol testing will be conducted. The notification must be submitted prior to the time the transportation office closes the working day prior to the testing.

If the member does not submit a note by the day prior to testing they will be required to follow the guidelines as stated in Guideline #1 of this article. It is also to be clearly understood that there will be no exceptions to these guidelines.

## ARTICLE 25

### Scope, Waiver and Alteration of Agreement

- 25.1** No Agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained here in shall be made by any employees or group of employees with the Board unless executed in writing between the parties hereto and the same has been ratified by the Association and the Board.
- 25.2** The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and condition herein.
- 25.3** If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## **ARTICLE 26**

### **Binding Effective Agreement**

- 26.1** This Agreement shall be binding upon the parties hereto, their successors and assigns.
- 26.2** This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and restrictions imposed upon the Board and the Association.

## **ARTICLE 27**

### **Strikes and Lockouts**

#### **27.1 Strikes**

The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore, agrees that its officers representatives and members shall not authorize, instigate, cause, aid, encourage ratify or condone, nor shall any employee take part in any strike, slow down or stoppage of work, boycott, picketing or other interruption of activities in the school system for the duration of this Agreement. Failure or refusal on the part of the employee(s) to comply with the provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

#### **27.2 Lockouts**

During the term of this Agreement the Board shall not lockout employees covered by this Agreement provider however that the Board shall be under no obligation to employee(s) or pay members of the bargaining unit on any day when student are not in school for any reason connected with a labor dispute with any other bargaining unit.

## ARTICLE 28

### Termination, Change or Amendment

- 28.1** This Agreement shall continue in full force and effect until June 30, 2011
- 28.2** If either party desires to terminate this Agreement, it shall ninety (90) calendar days prior to the expiration of this Agreement give written notice of termination. If neither party gives notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the expiration date for the current year of this Agreement.
- 28.3** If either party desires to modify this Agreement, it shall ninety (90) calendar days prior to the termination date or any subsequent termination date give written notice of amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar day's written notice of termination. Any amendment that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- 28.4** Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Airport Transportation Educational Support Personnel Association, MEA/NEA, 14576 South Dixie Highway, Unit 1, Monroe, Michigan 48161, and if to the Board addressed to the Airport Community Schools, 11270 Grafton Road, Carleton, Michigan 48117, or to any other such address the Association or the Board may make available to each other.
- 28.5** The effective date of this Agreement is July 1, 2010.

## ARTICLE 29

### Insurance Protection

#### Financial Article

#### **29.1 Medical, Dental and Vision Insurance Eligibility**

a. Employees shall be eligible for medical/dental/vision insurance as follows:

(1) **LESS THAN EIGHT (8) YEARS OF SERVICE:**

For those employees who have less than eight (8) years of service and who work four (4.0) or more hours per day on a regular run, the Board will pay a percentage of the premiums for medical/dental/vision insurance coverage or other options as specified in 29.2 b. according to the following schedule:

6.75 – 8.00 hours 100% paid  
5.60 – 6.74 hours 85% paid  
4.00 – 5.59 hours 65% paid

(2) **LESS THAN (10) TEN BUT EIGHT (8) OR MORE YEARS OF SERVICE:**

For those employees who have less than ten (10) years but eight (8) or more years of service and who work six (6.0) or more hours per day on a regular run, the Board will pay a percentage of the premiums for medical/dental/vision insurance coverage or other options as specified in 29.2 b. according to the following schedule:

6.00 – 8.00 hours 100% paid  
5.60 – 5.99 hours 85% paid  
4.00 – 5.59 hours 65% paid

(3) **TEN (10) YEARS OR MORE OF SERVICE:**

For those employees who have ten (10) or more years of service and who work four (4.0) or more hours per day on a regular run, shall be eligible for fully paid medical/dental/vision insurance coverage or other options as specified in 29.2 b.

b. Employees who work less than four (4.0) hours per day on a regular run will not be eligible for any insurance benefits.

c. In addition to the above, new employees after July 1, 2006 shall be eligible for Single Subscriber, Single Subscriber plus dependent or Full Family according to the following schedule:

1. Single Subscriber

During the first three years when an employee is working four (4.0) or more hours per day the employee is eligible for Single Subscriber for medical/dental/vision insurance coverage according to the following schedule:

6.75 – 8.00 hours 100% paid  
5.60 – 6.74 hours 85% paid  
4.00 – 5.59 hours 65% paid

2. Single Subscriber plus Dependent

During year four and five when an employee is working four (4.0) or more hours per day the employee is eligible for Single Subscriber plus dependent for medical/dental/vision insurance coverage according to the following schedule:

6.75 – 8.00 hours 100% paid  
5.60 – 6.74 hours 85% paid  
4.00 – 5.59 hours 65% paid

3. Full Family

During year six and thereafter when an employee is working four (4.0) or more hours per day the employee is eligible for Full Family for medical/dental/vision insurance coverage according to the following schedule:

6.75 – 8.00 hours 100% paid  
5.60 – 6.74 hours 85% paid  
4.00 – 5.59 hours 65% paid

Hours are calculated three (3) times per school year (October 15, January 15 and April 15) on the basis of regular runs only (as defined in Article 15.1). Changes in premium subsidy for medical, dental and vision coverage's will be made based upon the number of hours on those dates, to be effective the first day of the following month.

Upon submission of an insurance application, coverage's shall be according to eligible dependents and for a full twelve (12) months. The Board reserves the right to obtain insurance benefit coverage through any insurance carriers, provided coverage's are comparable.



## **29.2 Medical Insurance**

- a. The Board shall provide to the employee and the employee's family medical insurance equivalent to MESSA CHOICES II. XVA2,10/40 RX DRUG CARD), a \$500/\$1,000 deductible, and a \$20 office visit co-pay, a \$25 Urgent care co-pay and a \$50 Emergency room co-pay. The MESSA CHOICES II specifications shall be used as reference to determine the level of benefits. All pre-existing conditions will be covered. All claims will be kept strictly confidential from the board, the administration, and the association and shall contain no reference numbers or names of individuals.
- b. In lieu of medical insurance, eligible employees will be allowed a monthly payment of \$120.00 dollars. This amount shall be prorated in accordance with the percentage set forth in Section 29.1.

## **29.3 Dental Insurance**

- a. The dental insurance provided by the Board shall be comparable to Delta Dental Plan (80-80-80).

## **29.4 Vision Insurance**

The vision insurance provided by the Board shall be comparable to VSP Vision 3.

## **29.5 Long Term Disability Insurance**

The Board shall pay the full premium for all employees who have a minimum of ten (10) years of service with the Board, or for all full time (6.75 – 8.00 hours) employees for a Long Term Disability Insurance Policy, which shall include the following:

1. The plan shall have a ninety (90) calendar day waiting period with the employee to receive the payments for such insurance as of the ninety-first (91<sup>st</sup>) calendar day.
2. The plan would pay the premiums to an eligible employee up to the age of sixty-five (65) in the case of disability.
3. The plan would pay sixty percent (60%) of the employee's normal monthly earnings to a maximum benefit of \$2,500.00.
4. The hours of work for full-time employees as set forth in the first paragraph of this Section shall be determined as of the first week of pay earned in October. No changes, based upon change of hours, will be made thereafter.

## **29.6 Life Insurance**

Employees with regular routes of four (4) or more hours as of the first pay earned in October shall be provided \$20,000 term life policy.

- a. Notwithstanding the provisions of the Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other required matters.
- b. The Board by payment of the premium payment required to provide the coverage's insurance company; failure of any insurance company to provide any of the benefits for which it has contracted for any reason shall not result in any liability to the Board of Education, nor shall such failure to be considered a breach of any obligation by either of the two organizations.

**29.7** Changes to current medical, dental, vision and long term disability and life insurance coverage's will be effective July 1, 2010.

## SALARY SCHEDULE

### Financial

YEAR	10-11
%	0%
Classification	
Driver	16.70
*Driver	
Starting	14.49
Aide	13.50
*Aide	
Starting	11.71
Field Trip	15.25
*Field Trip	
Starting	13.18

### \*New Hire Starting Salary Schedule

Salaries for new hires will become effective upon the bargaining unit member working a minimum of 135 days and being employed within the bargaining unit, for a period of one calendar year.

Current bargaining unit members (at time of ratification) and those who retire since the expiration of the last contract will receive retroactive pay for all hours worked.

The rate of pay for the Bus Driver Trainer shall be \$11.23 per hour for 2007-2008 and \$11.41 for 2008-2009 per hour \$11.41 for 2009-2010 per hour.

## LONGEVITY

All regular full time employees will qualify for longevity for all hours worked based on the following schedule beginning with the 07-08 school year:

5-9 years	.19 cents/hour
10-14 years	.29 cents/hour
15-19 years	.39 cents/hour
20 + years	.48 cents/hour

Longevity pay will be retroactive for current employees (at time of ratification) and those employees who retired since the expiration of the last contract. There will be no retroactive longevity pay for those employees who left. Retroactive longevity pay will be paid on regular hours only.

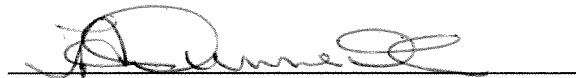
IN WITNESS WHEREOF; the parties have caused this instrument to be executed.

AIRPORT COMMUNITY SCHOOLS  
BOARD OF EDUCATION

MONROE COUNTY EDUCATION  
ASSOCIATION

  
\_\_\_\_\_  
President, Board of Education

  
\_\_\_\_\_  
Laura Bogoski

  
\_\_\_\_\_  
Secretary, Board of Education

  
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Marleen Nowland