12/31/91

Grosse Ile Township Schools

AGREEMENT

between

GROSSE ILE BOARD OF EDUCATION

and

GROSSE ILE TRANSPORTATION ASSOCIATION

Effective

JANUARY 1, 1989

INDEX

GROSSE ILE TOWNSHIP SCHOOLS
Grosse Ile, Michigan

1989 INTRODUCTION

A high quality education for the children of the Grosse Ile Township Schools is the paramount aim of the Board, the administration, and the Grosse Ile Transportation Association's personnel. All Transportation personnel working for the Grosse Ile Township School system are employed primarily to promote pupil welfare. It is the responsibility of the drivers to get the students to and from school safely, efficiently and economically. It is for this purpose the Agreement following is set forth. Policies governing the jobs and working conditions are written to create a better understanding between employee and administration. It is through this mutual understanding that pupil welfare can be foremost in our endeavors.

ARTICLE I
Recognition

Section 1.1 — The Board hereby recognizes the Grosse Ile Transportation Association (hereinafter referred to as GITA) as the exclusive bargaining representative for all Transportation personnel including:

Dispatcher
Serviceperson
Special Education Drivers
Regular Drivers

Section 1.2 — The term "Transportation Personnel" and "Driver" used hereinafter in this Agreement, shall refer to all employees represented by the GITA in the work classifications listed above, but shall exclude supervisory personnel, and reference to male employees shall include female employees.

ARTICLE II
Dues and Deductions

Section 2.1 — The Board agrees upon receipt of a properly signed authorization, to deduct from an employee's pay, dues or service fee for the GITA, MESPA, and NEA.

Section 2.2 — Such authorization shall specify for which of the Association's or service fee named in 2.1 deductions shall be made, and shall

continue in effect until formally revoked by the employee in writing, or when automatically discontinued by virtue of the termination of employment in the Grosse Ile school system.

Section 2.3 — The president of the GITA shall notify the Board in writing at least thirty (30) days prior to any change in dues or fees. Deductions will be made in ten (10) equal installments from September to June on the second pay of each month.

Section 2.4 — The Association recognizes its responsibility to service all employees included in the bargaining unit. Whenever an employee feels that voluntary membership in the Association is in contradiction with his/her religious, moral, or ethical beliefs, arrangements shall be made subject to 2.1 above to have deducted from his/her salary a service fee to cover the expenses incurred by the Association in his/her behalf. This fee shall not exceed the cost of membership dues as outlined in 2.1. Such monies shall be paid to the Association in the manner as dues deductions.

Section 2.5 — The Board and the Association agree that in the event the service fee shall not be paid within sixty (60) days after commencement of duties as a condition of employment, the Board, upon receiving a signed statement from the Association indicating the employee has failed to comply with this condition, shall immediately notify said employee that his/her services shall be discontinued at the end of the current school year. The refusal of said employee to contribute fairly to the costs of negotiation and administration of this and subsequent Agreement is recognized as just and reasonable cause for termination of employment. However, if at the end of the school year the employee receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before a court of competent jurisdiction, such employee's service shall not be terminated until such time as such employee has either obtained a final decision as to the validity or legality of such charge, or such employee has ceased to pursue the legal remedies available to them by not making timely appeal of any decision in said manner by a court of competent jurisdiction.

Section 2.6 — Payment of aforementioned service fee shall not be construed to imply that the employee involved is a member or is entitled to membership in the Grosse Ile Transportation Association.

Section 2.7 — The Association agrees that Board actions in pursuit of the objectives of this Article shall not be cause for legal action against the Board and will hold the Board harmless against claims arising out of the Board's actions under this Article.

Section 2.8 — The Board shall also deduct from the pay of each employee from whom it receives voluntary authorization to do so and make appropriate remittance for annuities, credit union, MEA/PAC, NEA/

PAC, or any other plans or programs recommended by the GITA, and approved by the Board.

ARTICLE III
Management Rights

Section 3.1 — The Board retains the right in accordance with applicable laws and regulations (a) to direct employees of the school (b) to hire, promote, transfer, assign and retain employees in position, and to suspend, demote, discharge, or take other disciplinary action against employees (c) to relieve employees from duties because of lack of performance or for other legitimate reasons (d) to maintain the efficiency of the school operations entrusted to them (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever action may be necessary to carry out the functions of the Board in maintaining a good educational program for the community of Grosse Ile. No action by the Board, in the performance of the rights and responsibilities, shall be in conflict with any of the terms of the Agreement.

ARTICLE IV
Association Rights

Section 4.1 — Both parties agree to meet upon reasonable request to discuss matters of common concern and mutually pledge to cooperate in arranging meetings, furnishing information and constructively considering and attempting to resolve such matters as may be relevant to student welfare and transportation.

Section 4.2 — Duly authorized representatives of the state and national levels of the Association shall be permitted to transact official association business on school property provided that this shall not interfere with nor interrupt normal school operation.

Section 4.3 — Employee may be represented by Association stewards, or in the absence of the regular steward, by an alternate steward. The Association shall furnish, in writing, to the employer, the names of stewards upon their election or appointment. All work of stewards are to be conducted without interference of their regular job assignment.

Section 4.4 — The Board agrees to furnish to the Association in response to reasonable request by the Association's president, any available financial information which is normally considered public, Board minutes and agenda.

Section 4.5 — The Board agrees to make available at the request by the Association president the Board's Policy Manual.

ARTICLE V
Employee Rights

Section 5.1 — Pursuant to Michigan Employment Relations Act, the Board hereby agrees that every employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights and conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee by reason of his/her membership in the Association.

Section 5.2 — Notwithstanding their employment, employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing such activities do not interfere with the employee's responsibilities and the acceptable performance of his/her duties.

Section 5.3 — The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee organization.

Section 5.4 — No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Should any employee feel that action taken against him/her by the Board or by any agent representative thereof was not for just cause, he/she may resort to the procedure provided in this Agreement for the resolving of differences.

Section 5.5 — Employees shall be entitled to have present a representative of the Association during any meeting which leads or may lead to disciplinary action. **All disciplinary action shall be administered by the Transportation Supervisor or his/her superiors.**

Section 5.6 — Any case of assault upon an employee during a working situation shall be promptly reported to the Board through its designated representative. The Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall render necessary assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.

ARTICLE VI
Physical Examination

Section 6.1.1 — At the time of employment, each employee is required to pass a physical examination and also a tuberculin test. Every third year thereafter all employees are required to have a tuberculin test.

Section 6.1.2 — The physical examination and tuberculin test are given by the school designated physician at no cost to the employee. The employee may choose to receive his/her physical examination and tuberculin test from his/her own physician in which event the employee must pay the fee.

Section 6.1.3 — Any employee failing to file satisfactory tuberculin test within the time specified may be placed on involuntary leave of absence without pay, after having been notified of his/her delinquency.

Section 6.2 — The School Bus Driver Certificate of Medical Fitness will be maintained in the Business Office as required by Act #117, P.A. 1957.

ARTICLE VII
Employee Evaluation

Section 7.1 — New employees will be placed on a 90 day probationary period. During the 90 day period, the new employee will be trained to the job requirements and evaluated as to his/her progress on the job.Employees shall be paid for time spent in training. If the employee proves to be successful after thirty (30) days, he/she will acquire regular driver or substitute status. Seniority shall commence upon initial employment as a regular employee.

Section 7.2 — Once each year each employee will be evaluated by his/her immediate supervisor. Employees shall be evaluated during the month of April and receive a written evaluation by the first of May. The objective of the annual evaluation is to better the team effort through individual growth. It will be geared to constructive criticism and to air views for both the administration and the employee.

Section 7.3 — All observations of the work performance of an employee shall be conducted openly and in a professional manner. It is agreed that any written evaluation of an employee's performance shall be discussed with the employee and signed by the employee. Should the employee disagree with the conclusion drawn by the observer, the disagreement should be noted in writing and signed by the employee. The employee shall have the right to an Association representative present during any evaluation or complaint conference.

Section 7.4 — Each employee upon request to the Assistant Superintendent/Business shall have access to review his/her personnel file. Those records marked for confidential examination originating in agencies outside the school system shall be considered outside the scope of this article unless released by the outside agency.

NOTE: The Board agrees to work with members of the GITA in developing an evaluation form.

ARTICLE VIII
Chauffeur's License

Section 8.1 — All drivers are to have a current chauffeur's license with Class 3 Endorsement and expiration date filed in the Business Office. New bus drivers will be expected to purchase the chauffeur's license. After a driver acquires regular status, he/she shall be reimbursed for the total fee upon verifi-cation of payment within thirty (30) days of verification. License renewals shall be paid in a like manner. Drivers shall be paid for the time spent in required roat tests, safety inspections, and related training.

Section 8.2 — As it is directed by the State of Michigan that all school bus drivers attend classes on school bus driving safety, the Board agrees to compensate the drivers for hours approved by the supervisor at their regular hourly rate. Approved hours also include a summer testing program.

ARTICLE IX
Working Hours

Section 9.1 — HOURS:

2-1/4 Hours	3-1/2 Hours	4 Hours
7:15-8:30	6:45-8:45	6:45-8:45
1:55-2:55	1:55-3:55	1:55-3:55

5-1/2 Hours	8 Hours	Service Person
6:45-8:45	Flexible	7:00-3:30
10:30-12:00		
1:40-3:55		

Drivers shall be guaranteed the standard number of hour within classifications as specified; however, working hours will be modified and adjusted from time to time based on the school district's transportation needs.

Section 9.2 — After 6 hours of work, employees will be entitled to a 15 minute paid duty-free period (break).

Section 9.3 — After 7 hours of work, employees will be entitled to a 30 minute paid lunch period.

Section 9.4 — On Mondays, drivers will be compensated for time spent in trip distribution—a maximum of 15 minutes.

(Such calculation shall not extend any employee's work day so as to create an overtime situation.)

ARTICLE X
Field Trip Pay and Extra Hours

Section 10.1 — Drivers will receive their regular hourly rate for all field trips. Pay will commence at the time the driver is scheduled to report, and when the driver returns. It shall be the responsibility of the Transportation Supervisor or his/her designee to maintain an accurate account of field trip time. Drivers are to report accurately time of return.

Section 10.2 — When a driver is asked to drive extra runs back to back with regular runs, he/she will be paid for hours of driving. Drivers will be compensated at a pro-rata rate of no less than one-quarter (1/4) hour. If the driver is called back in to take runs, he/she will be guaranteed a minimum of two (2) hours' pay.

Section 10.3 — All trip time must be authorized by the supervisor and will be assigned in the following manner.

1. All trip time for field trips, athletics, and other events will continue to be scheduled with the intent to equalize trip time as much as possible.

2. The Trip Time List is strictly for field trips, athletics, and other events. All drivers (excluding substitute drivers) driving these trips will be included in the Trip Time List.

3. Drivers who are asked to take a trip with less than 24 hours' notice will not be charged the trip time if they refuse. However, if all drivers refuse the trip, drivers shall be asked a second time. If a driver refuses the second time, the driver's trip time will be charged to the Trip Time List.

4. If a driver refuses to take a trip with more than 24 hours' notice, the driver will be charged the amount of time refused.

5. Any employee added to the Trip Time List will come in with the average of the driver's trip time hours at the time of entry.

6. The Trip Time List shall be formed on the basis of the driver's seniority.

7. The Trip Time List shall be in effect from the first day of school until the last day of school. The Trip Time List shall then be cleared as of the last day of school. The Trip Time List shall then begin anew as of the first day of school each year.

8. Trip time shall initially be offered on the basis of seniority. Thereafter, trip time shall be offered to the driver who has the least number of hours and shall move progressively up the Trip Time List on the basis of hours. In the case of a tie in hours, seniority shall be the determining factor.

9. Trip time shall be calculated on a weekly basis (Monday through Sunday).

10. Only drivers as defined in the **Recognition Clause** are eligible for field trips. Any regular driver with three hundred (300) hours of driving time shall be considered qualified for field trip time.

Section 10.4 — The assignment of bus drivers is the responsibility of the supervisor. The assigning will be done as per the above agreed-to conditions.

ARTICLE XI
Summer Work

Section 11.1 — Summer driving work will be posted as soon as it is known prior to school closing. Drivers wishing summer work shall make their desire known by notifying the supervisor in writing prior to leaving for summer break. Summer work shall be awarded on the basis of seniority of the applicants. Summer runs will be offered first and summer trips second. In the event additional summer trips are scheduled, they will be offered on the basis of seniority. No driver will be offered a second trip, until all drivers have been offered a first trip. Drivers on summer runs shall also be eligible for summer trips.

ARTICLE XII
Overtime Pay

Section 12.1 — All hours of work an employee receives in one (1) seven (7) day period, beginning with Monday as the first day, over forty (40)

hours will be paid at time and one-half the employee's regular hourly rate. When a holiday or act of God days fall during the work week—said hours will be considered time worked for overtime purposes.

Section 12.2 — Employees working more than one (1) job at different rates, will be paid at time and one-half for hours over a combined 40 hours work. The rate of the overtime will be determined by what job the overtime was charged.

Section 12.3 — Employees working overtime may wish not to be paid for the overtime and bank such time for compensatory time off. If so, the employee must notify the Transportation Supervisor prior to the time sheets being turned in for that particular pay period. The maximum allowable compensatory time accumulated will be one week, and must be used up prior to the last day of school of each year. No compensatory time is to be carried forward from year to year.

ARTICLE XIII
Absentee

Section 13.1 — All employees shall notify the Bus Driver Supervisor in sufficient time to have their place filled so that the regular operations of schools will not be disrupted. It is the employee's responsibility to see that such notification is made, such notification to be at least one (1) hour before his/her shift begins.

Section 13.2 — Employees who report late for their regular shift will be docked at a Pro-rata Rate of no less than one-quarter (1/4) hour.

ARTICLE XIV
Alternates

Section 14.1 — The Board agrees that a determined attempt will be made to train drivers for Special Education, Vocational Education, Kindergarten, and multiple building runs within a reasonable amount of time following the start of school.

Section 14.2 — In the event of a regular driver's absence, the next available senior driver will cover such assignment. Drivers shall sign up for such work opportunities within the first 10 days of each school year.

Section 14.3 — When a regular employee is an alternate on a run with a higher hourly rate, he/she will be paid at the higher rate. Also, in the event the driver works 45 consecutive days to an assignment with enough hours to qualify for benefits, he/she shall be paid benefits.

Section 14.4 — All driver assignments will be made with priority given to the most senior driver in each driving classification (i.e. Special Education, Vocational Education, Kindergarten).

Section 14.5.1 — Drivers interested in serving as Alternate Dispatcher are to notify Transportation Supervisor within the first ten (10) working days of the school year.

Section 14.5.2 — The Transportation Supervisor will select three (3) drivers to serve as Dispatcher Alternates based on seniority and office skills.

Section 14.5.3 — The Dispatcher Alternates will serve as Dispatcher in his/her absence if deemed necessary by the Transportation Supervisor on a rotating basis, with such rotating time equalized in so far as possible.

ARTICLE XV
Substitutes

Section 15.1 — A substitute is a casual employee of the district who is hired to staff the absence of any regular employee. Substitutes are not members of the bargaining unit and will not accrue benefits or seniority. Substitutes cannot reduce the regular schedule of any regular employee.

Section 15.2 — All substitutes will be paid at Probationary Rate on the regular driver's schedule. After sixty (60) consecutive days of employment, the substitute will qualify for fringe benefits, including sick leave and holiday pay.

ARTICLE XVI
Holidays

Section 16.1 — All drivers will be paid for days worked according to the approved school calendar. If school is called off for any reason on a date school is scheduled according to the approved calendar, the drivers will be paid. In addition, the drivers will be paid eight (8) holidays as follows:

Thanksgiving	Easter Monday
Day following Thanksgiving	Memorial Day
Semester	Christmas Day
Good Friday	New Year's Day

Section 16.2 — All regular employees scheduled to work during the pay period in which a holiday falls will be paid for the above holidays when they occur during the normal work week, provided they work on the day previous to and the day following the holiday, unless they are on sick leave.

Section 16.3 — When one (1) of the holidays fall during an employee's paid vacation period, or on a weekend, the employee shall be granted an extra day off with pay in lieu of pay for the holiday. If the holiday falls on a day they are not scheduled to work, they will be paid holiday pay based on their weekly average hours per day.

Section 16.4 — Should the school calendar dictate that Transportation personnel report for work prior to Labor Day of a given year, that Labor Day shall be treated as a holiday.

ARTICLE XVII
Vacations

Section 17.1 — All twelve (12) month full-time employees are to receive one (1) week after one (1) year service, two (2) weeks after two (2) years' service, three (3) weeks after five (5) years' service, and four (4) weeks after fifteen (15) years' service. A year of service will be considered if an employee is hired prior to December 31st.

Section 17.2 — Vacation time will be accumulated as long as an employee remains an active employee. An active employee is one who is on the job working or on active sick leave whereby he/she is using his/her sick leave, or in the case where there is no accumulated sick leave, the employee will be granted sixty (60) days as an active employee so as not to penalize an employee by taking away vacation time for being sick.

Section 17.3 — Any ten (10) month employee, who works 1,000 or more hours and works an additional 30 days in a twelve (12) month period, shall be granted vacation time during the summer using the following formula: one day of vacation for each year of service up to fifteen (15) years' service.

ARTICLE XVIII
Sick Leave

Section 18.1 — All employees hired on a full-time basis shall be granted an annual sick leave allowance of one (1) sick day per month. Employees hired on a part-time basis shall be granted proportional sick leave allowance. Unused sick leave shall be allowed to accumulate to a maximum of 187 days. Sick leave is to be used for illness or disability injuries resulting from accidents. A doctor's statement in writing providing specific disability must be provided by the employee.

Section 18.2 — After five (5) or more consecutive days of illness or a pattern of continuous absence because illness occurs, a medical certificate will be required before the employee may return to work and before

the employee can qualify for the income protection provisions of this section.

Section 18.3 — An annual audit will be made of employee absence and administrative review will occur with those employees who have established a pattern of continuous absence. If deemed necessary, the Board may require a complete physical examination. Should it be determined that sick leave privileges have been abused, the Board shall notify the employee in writing indicating the expected correction. Should correction not be made, disciplinary action will be taken.

Section 18.4 — An employee absent from work because of mumps, scarlet fever, measles, chicken pox or lice shall suffer no loss of salary and shall not be charged with loss of accumulated sick leave days if incidences of these diseases have occurred in the school environment.

Section 18.5 — The administration shall furnish each employee by October 1st each year a written statement showing the employee's total sick leave accumulation.

ARTICLE XIX
Personal Business

Section 19.1 — Two days of the annual sick leave allowance may be used for personal business upon approval of the supervisor. Such leave must be arranged with the supervisor at least two (2) days prior to its use, except in an emergency situation. During the course of a year, extenuating circumstances may require additional personal business days. Additional days may be granted by the Board and deducted from the employee's sick leave. Personal business is defined as that which is legally obligatory and cannot be accomplished at any other time, or that which requires the employee's presence as a serious personal obligation.

ARTICLE XX
Sickness and Death in Immediate Family

Section 20.1 — In addition to personal illness and personal business, sick leave allowances may properly be used for absences caused by the following:

a. Death or serious illness in the immediate family;
b. Death or serious illness of any person living in the household.

Section 20.2 — Extent of leave for this purpose shall not exceed time necessary to arrange proper care for those affected.

ARTICLE XXI
Other Leaves

Section 21.1 — Any employee whose personal illness or disability extends beyond the period compensated under sick leave shall be granted a medical leave of absence without salary for such time as is necessary for complete recovery. The Board reserves the right to require satisfactory medical evidence of recovery. Upon return from leave, the employee shall be assigned to the same position, if available, or a substantially equivalent position when available, providing the employee is qualified as determined by his/her credentials and past experience.

Section 21.2 — Leave of absence without pay for reasons other than sickness, accident, or military may, upon proper application, be granted up to a period of one (1) year to employees who have two (2) or more years of service. It shall be the responsibility of the Association to advise members as to the provisions of this article. The Board shall notify the Association when an employee applies for such leave. Employees returning from unpaid leave shall be assigned to the same position, or a substantially equivalent position, providing the employee is qualified as determined by his/her credentials. Employees on leave must submit by March 15th a written request to return from a leave in the following September. Any employee who does not submit a written request shall be considered terminated, and the Board shall have no obligation to said employee.

Section 21.3.1 — Pregnancy Disability Leave shall be granted by the Board to any regularly employed staff member upon written request after pregnancy has been determined.

Section 21.3.2 — Employees on Pregnancy Disability Leave would be covered under and qualify for sick leave pay like any other disability or illness. The use of sick leave for reasons of pregnancy shall be governed by the attending physicians who shall indicate when the employee is unable to perform assigned duties for personal medical reasons.

Section 21.3.3 — Upon termination of pregnancy disability, employees may request Maternity Leave without pay. Maternity Leave shall be granted for a period not to exceed one (1) full calendar year beyond the date of which such leave becomes effective. The Board may grant a year's extension upon written request by the employee. Should the leave exceed three (3) months, the employee shall be assigned to the same position if available, or a substantially equivalent position, when available, providing the employee is qualified as determined by the employee's credentials. Employees taking Maternity Leave of less than three (3) months shall be granted their same position.

Section 21.4.1 — The Board of Education may grant a leave of absence for adoption, without pay, to any regularly employed staff member upon written request for such leave. Request for Adoption Leave must be submitted in writing immediately after formal adoption request has been made to an agency.

Section 21.4.2 — Such leave of absence shall be for a period not to exceed one (1) full calendar year beyond the date of which such leave becomes effective provided, however, that the Board may grant a year's extension upon written request by the employee.

Section 21.4.3 — Leave, if approved, may commence on the awarding of the custody of the child by order of the Probate Court.

Section 21.4.4 — Employees on Adoption Leave may request reinstatement any time within one (1) year following the adoption of a child. Should the leave exceed three (3) months the employee shall be assigned to the same position if available, or a substantially equivalent position when available, providing the employee is qualified as determined by his/her credentials. Employees taking Adoption Leave of less than three (3) months shall be granted their same position.

Section 21.5.1 — Military Leave of Absence shall be granted without pay to any employee who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. Employees given such leave shall be entitled to reinstatement upon the completion of such service to the extent and under the circumstances that reinstatement may be required by the applicable laws of the United States, and be granted step adjustments on the salary schedule.

Section 21.5.2 — An employee may use his/her personal business days for military obligation. Should the employee choose to use his/her designated personal business days, the Board will pay the difference between the employee's salary and his/her military pay.

Section 21.6 — Upon request, the administration shall furnish to the Association president a list of all employees on leave and the effective date the leave was granted.

Section 21.7 — Employees who are granted leaves of absence without pay may elect to continue insurance coverages at the group rate, providing arrangements are made with the Business Office and payment of premium is made to the Board.

Section 21.8.1 — Officials of the Association may be granted up to ten (10) days with pay upon written notice to the superintendent by the Association president. These days may be used to conduct business

during work hours that cannot be done at some other time in the day for the following:

1. Pursue official responsibilities in regard to the Association.

2. Meet with the administration officials from time to time regarding the maintenance of a quality education program for this community.

3. To allow Association officials to join with the Board in presenting a unified position to legislative committees or representatives in regard to the educational needs of this community.

Section 21.8.2 — In the event additional days are needed, additional days may be purchased by the Association at the current total daily substitute cost. Approval for additional days will be subject to the availability of substitutes, and with due consideration to maintaining a quality educational program.

ARTICLE XXII
Jury Duty

Section 22.1 — Any employee called upon to serve on jury duty will be paid his/her regular take-home pay. The days are not to be deducted from the employee's sick leave.

Section 22.2 — Any employee who is called or subpoenaed to testify during work hours in any Grosse Ile school-related judicial or administrative matter shall be paid his/her full compensation for such time. If not school realted, the employee may request payment without use of his or her accumulated leave time. A denial of the request is not a subject for the Grievance Procedure.

ARTICLE XXIII
Safety Provisions

Section 23.1 — The employer shall make reasonable provisions for the safety of its employees during the hours of employment and the employees shall comply with all safety rules established.

Section 23.2 — The employer shall provide safe and healthful working conditions. He/she shall provide the necessary protective devices and other equipment to protect the employee from injury and sickness.

Section 23.3 — No employee shall be ordered to or forced to use defective equipment of any nature when such defect could result in the employee's personal injury or destruction of property, or injury to another person.

Section 23.4 — Safety shall be the rule at all times, and any defects of equipment shall be reported to the employer immediately. Defective equipment adversely affecting safety shall be removed from service until it is repaired and can be used in a safe condition.

Section 23.5 — Both parties agree the "Michigan School Bus Driver's Manual," shall be adhered to at all times.

Section 23.6 — No employee shall be required to drive a vehicle that is determined unsafe or not roadworthy. Employees who drive a vehicle and discover that it is unsafe or not roadworthy is to report in writing immediately to the supervisor that repairs are needed.

Section 23.7 — In the event a driver is authorized to use a vehicle owned by the school district and is ticketed by any Police Department for defective equipment, the employer shall pay for the ticket and make every effort to clear the employee's driving record.

Section 23.8 — Any employee observed not following safety standards and jeopardizing the intent of this article shall be immediately notified of said infraction. If the employee continues to not follow the specified safety standards in this article, disciplinary measures may be taken.

ARTICLE XXIV
Working Conditions

Section 24.1 — Employees shall receive two jackets after completion of three years' driving for the Grosse Ile School System. Jackets will be replaced the beginning of the third year of wear.

Section 24.2 — Protective clothing shall be provided to personnel when they perform maintenance work.

Section 24.3 — The employer shall reimburse the employee for the loss, damage, or destruction of personal property which was used on school premises, when the loss, damage or destruction is not the result of the employee's negligence.

Section 24.4 — The lounge and restroom facility shall be accessible to employees during all scheduled work hours.

Section 24.5 — A telephone shall be made available to employees for school business and emergency use.

Section 24.6 — Employees who are called back to work for emergency situations which are not regularly assigned shall be guaranteed a minimum of two (2) hours' time.

Section 24.7 — When drivers are required by their supervisor to prepare changes of maps and routes on runs beyond their normal working hours, they shall be paid for documented time spent in such preparation subject to the review and approval of their supervisor.

Section 24.8 — All drivers shall receive pay at the prevailing hourly rate at all time spent at meetings, where attendance is required by the Board.

Section 24.9 — For less than six (6) hour employees on multiple building runs, there shall be adequate time allowed daily prior to each trip for pre-check during which the following activities will be performed: safety check of bus, cleaning of bus (necessary supplies will be furnished), and warm-up time.

Section 24.10.1 — The employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area. The employer or its designated representative shall take reasonable steps to relieve the employee of responsibilities with respect to students who are disruptive or repeatedly violate rules and regulations.

Section 24.10.2 — To maintain order on the buses student violations of proper conduct and rules while riding buses shall be reported promptly in writing by the driver on forms provided by the Board to the supervisor or principals. Principals shall act as the disciplinarians and drivers shall be advised as soon as possible if bus privileges are suspended. In specific instances where drivers or aides believe a breakdown of the disciplinary process has occurred or where special attention is neceassary, the matter shall be brought to the attention of the supervisor who will use every reasonable effort (including the possibility of a group conference with the involved parties) to resolve the problem. If a conflict should persist beyond this step, the superintendent may be asked to resolve the issue.

Section 24.11 — Routing of buses is the responsibility of the supervisor. Every effort will be made to set up routes on an equitable basis.

Section 24.12 — Suitable work clothes will be provided the mechanic and service-person under the conditions hereinafter provided. Five (5) uniforms will be provided for each new employee upon completion of the probationary period with the understanding that they will be worn during working hours. The Board will replace the five (5) uniforms every twelve (12) months at no cost to the employee. All uniforms shall be the property of the employer and shall be taken care of by the employee.

ARTICLE XXV
New Positions/Vacancies/Transfers

Section 25.1 — New and initial vacant positions are to be posted. Positions shall be posted one week.

Section 25.2 — Any employee wishing transfer to another building or established position for which he/she is qualified must notify the Assistant Superintendent/Business in writing to make his/her desires known. Transfer request shall be renewed on a yearly basis.

Section 25.3.1 — When a vacancy is posted, all drivers shall have the opportunity to apply for said position within one (1) week. Vacancies shall be filled in the following manner.

Section 25.3.2 — Employees driving Kindergarten runs, Special Ed runs, and Vocational Education runs have job rights from year to year.

Section 25.3.3 — Should a vacancy occur in a regular position, those drivers in that specific classification shall have the right to that position on a seniority basis.

Section 25.3.4 — After regular drivers in a specific classification have had the opportunity to transfer and a regular position should open on any run, those alternate drivers in those specific classifications have rights to those positions on a seniority basis, providing they are qualified.

Section 25.3.5 — Should an alternate position become available, regular drivers will be given consideration for that position. Selection will be made on the basis of seniority, providing the individual is qualified.

Section 25.4 — Any regular afternoon/evening run (i.e., activity run) shall be posted as they develop, and offered to high seniority drivers with less than eight (8) hours.

Section 25.5 — The employer may temporarily classify new positions in the bargaining unit. Within thirty (30) days of such action the employer shall notify the association of the classification and pay grade assigned the position. If the union disagrees with the employer's classification of the position such matter may be made the subject of a special conference of the employer's and Association's bargaining committees. Should the parties be unable to agree, the matter may be referred to Section 1, Step 3, of the grievance procedure for final resolution.

ARTICLE XXVI
Severance Pay/Retirement Pay

Section 26.1 — After completing five (5) years of service and failing to qualify for retirement, part-time regular employees when leaving the employment of Grosse Ile Schools will receive $15.00 per day for each day of their accumulated sick leave.

Section 26.2 — Those employees vested under the provisions of the Michigan Public School Employees Retirement Act and leaving Grosse Ile Township Schools shall receive $100 per year for each year of service for the Grosse Ile Township Schools.

Section 26.3 — In the event a full time employee with ten (10) years or more service to the Grosse Ile Township Schools fails to qualify for vesting under the Michigan School Employees Retirement Act, he/she shall qualify for the benefits under Section 26.1 not to exceed the benefit he/she would have received under 26.2 if he/she had been vested.

ARTICLE XXVII
Insurance Benefits

Section 27.1 — The Board shall provide without cost to the six hour or more employees Comprehensive Sick and Accident Insurance on a Long Term Disability policy assuring payment to the employee in the event of illness at the following rate:

(a) Weekly benefits will commence with the 31st day of disability and benefits will be payable to age 65 at 65 percent of employee's salary according to the insurance policy in effect. If the employee has days of accumulated sick leave beyond the 31st day of disability, he/she shall be guaranteed full take-home pay for the number of days. He/she shall receive from the Board the difference between the allowance under the insurance and his/her regular salary (after taxes) to the extent and until such time as such employee shall have used up any sick leave time.

(b) Accidents and sickness are covered during the employee's contract or salary period.

Section 27.2.1 — The Board will provide to employees who are under contract and working a minimum of six (6) hours per day, hospitalization coverage equivalent to Blue Cross and Blue Shield, M-VF II, including Master Medical, $2.00 Drug Rider, and Semi-Private Service at no cost for the employee and his/her family. Employees working a minimum of five (5) hours per day will be provided the same plan for single subscriber

and allow through payroll deduction expansion to two, or full family. Special riders are to be paid by the employee. Should the Board choose to change carriers, the Association membership shall be notified at least two (2) weeks prior to effective date of change-over.

Section 27.2.2 — All employees working a minimum of four (4) hours per day on a regular basis during the school year and are not qualified under Section 27.2.1 may choose to participate in the group plan through payroll deduction. The sign-up periods will be dictated by the group plan in effect. Currently the plan allows a sign-up period in September and November for present employees. Once an employee qualifies by working four (4) hours plus, and participates in this option, the employee will continue to qualify should he/she be reduced in hours, unless on layoff, or separated from employment.

Section 27.3 — The Board agrees to provide for each employee who is under contract life insurance and accidental death and dismemberment protection according to the schedule below. The Board also agrees to payroll deduction for employees wishing to purchase additional life insurance from the same carrier:

Current Minimum	$10,000
4 to 5-1/2 hours	$18,000
6+	$29,000

Section 27.4 — Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation law, shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary to the extent and until such time as such employee shall have used up his/her accumulated sick leave. For each day off under Worker's Compensation, one-half day will be deducted from the employee's sick leave. If the employee so chooses, he/she may elect not to use accumulated sick leave and receive Worker's Compensation benefits only.

Section 27.5 — The Board agrees to pay for Group Dental Insurance for all employees under contract and working a minimum of six (6) hours per day. The insurance will provide the following benefits:

Co-insurance percentage (Based on reasonable and customary fee) for:

Routine Treatment	100%
Major Treatment	60%
Orthodontic Treatment	50%
Routine and Major Annual Maximum	$1,000

Selection of the company shall be the decision of the Board.

Section 27.6 — The Board agrees to pay for Group Vision Care Insurance for employees who are under contract and working a minumum of six (6) hours per day. This insurance will provide the following benefits:

Eye Examination (once a year) $30
Lenses (per pair) (once a year)
Single Vision $35
Bifocal $45
Trifocal $55
Lenticular $65
Frames (once every 24 months) $30

Contact Lenses:
Special Conditions $65
Selected in place of Spectacle Lenses and Frames $35

Selection of the company shall be the decision of the Board.

ARTICLE XXVIII
Procedure for Resolving Differences

Section 28.1 — STEP I — A regular employee believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, will first discuss the complaint with his/her supervisor, either directly, or accompanied by his/her Association representative if the employee desires, with the objective of resolving it informally.

STEP II — In the event the complaint is not resolved informally, it may be reduced to writing, signed by the employee, and presented to the supervisor within one (1) week for his/her answer in writing.

STEP III — If the supervisor's answer does not resolve the complaint within one (1) week, it may be referred within two (2) weeks to the Superintendent or his/her designated representative by the Association's Negotiations Committee Chairperson.

STEP IV — If the Superintendent fails to resolve the complaint within two (2) weeks, the Chairperson may transmit the question to the Board within two (2) weeks with a written statement of facts pertaining to the issue.

STEP V — Question submitted for Board consideration if given to the Superintendent at least one (1) week prior to the date of the next regular

Board meeting, will be considered by the Board at such meeting and the Board's answer will be given to the Chariperson within three (3) weeks.

STEP VI — If the Board's answer fails to resolve the alleged violation and the alleged violation involves a specific article or section of this Agreement, the Chairperson may, within three (3) weeks, submit the issue to arbitration. The arbitrator shall be chosen from people living in the Grosse Ile community as per the procedure below. The arbitrator shall hear a presentation by each side and shall render a decision which shall be binding on each side.

Arbitrator selection procedure:

A. The Board and the Association shall each, within one (1) week, submit the names of three (3) Grosse Ile residents as prospective arbitrators.

B. If there is no Agreement from those names, the Board and the Association shall meet and discuss possible choices within forty-eight (48) hours. Following discussion, the Board and Association shall each submit three (3) more names. If there is no agreement, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules.

C. If there is agreement between the Board and the Assocation, that person shall be the arbitrator. If there is agreement on more than one (1) person, the arbitrator shall be selected by a random drawing of those similar names.

Section 28.2 — The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. He/she shall have no power to establish salary scales or change salary. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide, it being understood that any matter not specifically set forth remains within the reserved rights of the Board.

Section 28.3 — The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

Section 28.4 — Failure on the part of an employee or appropriate Association representatives to appeal a decision within the specified time limits at any of the steps of the procedure shall be considered acceptance of the decision and the difference shall be considered resolved.

Section 28.5 — Failure on the part of the administration to answer within the specified time limits at any of the steps of the procedure shall permit the employee(s) to proceed to the next step within the time limits allowed, unless extended by mutual agreement in writing.

ARTICLE XXIX
Miscellaneous Provisions

Section 29.1 — This Agreement shall supersede any established rule, regulation or practice of the Board which shall be contrary to or inconsistent with this Agreement. It shall likewise supersede any contrary or inconsistent terms agreed to with any individual employee heretofore in effect. All future new hirees shall be subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Section 29.2 — If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 29.3 — Copies of this Agreement shall be printed in booklet form at the expense of the Board and presented to all employees now employed or hereafter employed by the Board. The Board shall also furnish ten (10) copies of the Master Agreement to the Association for its use.

Section 29.4 — The Board shall give employees preference for work they have customarily performed. The Board agrees that during the life of this Agreement no duties normally provided by members of this bargaining unit will be subcontracted.

ARTICLE XXX
Reduction of Hours/Personnel and Recall

Section 30.1 — In the event it is necessary to reduce personnel, the Association shall be notified, in writing, at least fifteen (15) days in advance of the scheduled notification regarding reduction.

Section 30.2 — Where there is a reduction of one quarter (1/4) hour or more in the hours worked in the Transportation Department, an employee may claim seniority over any other employee for the purpose of maintaining one's normal work schedule, provided he/she is qualified and has more department seniority than the employee he/she seeks to replace. No reductions of one quarter (1/4) hour or more shall take effect until the

department supervisor gives a three-day written notice to the employee involved. Should the reduction be one hour or more, the supervisor shall give a 15 day written notice to the employee involved.

Section 30.3 — In the event it is necessary to lay off personnel, the administration will notify the Association and the individuals involved, in writing, at least thirty (30) calendar days in advance of the scheduled layoff. Reduction of personnel shall be conducted on a department seniority basis, providing qualified employees are available for the operation of the department.

Section 30.4 — If a reduction is made, an equal number of positions shall be made vacant by displacing an equal number of the least senior employees. The higher seniority employees who are displaced shall select from the vacated positions in department seniority order providing they are qualified until all such personnel are assigned.

Section 30.5 — Employees laid off through the procedures above shall be maintained on a seniority recall list and shall be recalled in the order of their seniority to openings as they occur and for which they are qualified as per job description. An employee having two (2) years seniority or more, who waives his/her right to other departments in the system, shall maintain his/her right of recall within the department from which he/she was laid off or bumped.

Section 30.6 — Should an employee be offered a position in accordance with the above for which he/she is qualified and refuses such appointment, he/she will lose his/her rights to recall.

Section 30.7 — No new employee will be hired by the Board until all laid off employees eligible and qualified under the provision of this article for that position have been recalled or declined the opening.

ARTICLE XXXI
Negotiation Procedures

Section 31.1 — At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours and conditions or employment of those regular employees employed by the Board.

Section 31.2 — In any negotiations, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the

Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

Section 31.3 — If the parties fail to reach an Agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.

ARTICLE XXXII
Duties of Transportation Personnel

Section 32.1 — It is the responsibility of the Transportation personnel to perform all duties and responsibilities as outlined in their classification. A copy of the employee's job description shall be furnished to each employee and to the President of the Association.

Section 32.2 — All drivers shall participate in three (3) fire drills per year and other drills necessary to be in compliance with State law.

Section 32.3 — All drivers shall submit write-up slips to the supervisor immediately following a student's infraction of school rules which threaten the health, safety, and welfare of other students or driver involved.

Section 32.4 — All Transportation personnel shall at all times conduct themselves in a manner which shall promote the safety and well being of the students served by this school district.

ARTICLE XXXIII
Driving and Loading Conditions

Section 33.1 — It shall be the responsibility of the drivers to report to the Transportation Supervisor any unsafe conditions existing both on the road, and also the loading and unloading areas at the schools. The Transportation Supervisor will then notify the police or the building principals to have the condition corrected.

Section 33.2 — It shall be the responsibility of the drivers on all trips (including field trips) to see that:

1. Buses will be pre-tripped and mileage recorded.
2. Everyone is seated.
3. No one is hanging out windows.
4. No throwing of anything on the bus.
5. Perfect queit at all railroad crossings.
6. Buses will be post-tripped and mileage recorded.

Section 33.3 — It shall be the responsibility of the supervisor to provide a route diagram with bus permit prior to all trips. A file on all field trips shall be maintained by the supervisor.

ARTICLE XXXIV
Professional Compensation

Section 34.1 — The compensation of employees covered by this contract shall be determined by the Salary Schedule which appears in Appendix A of this Agreement.

ARTICLE XXXV
Strikes

Section 35.1 — The GITA shall not cause, engage in or sanction any strike or refusal to perform the duties of employment by any employee covered under this Agreement and no employee covered under this Agreement shall cause, or participate in any strike or refusal to perform the duties of his/her employment.

Section 35.2 — Any employee who causes or participates in any strike or refusal to perform the duties of his/her employment shall be subject to disciplinary action including discharge.

ARTICLE XXXVI
Bidding Procedures

Section 36.1 — Bidding of runs at the beginning of the school year.

Each driver will basically come back from vacation and assume the duties he/she left. For two full weeks all runs will be posted and will state the amount of paid time. Each driver will have an opportunity at that time to bid on each run by seniority.

Adjustments could be made throughout the school year only if a driver leaves employment of Grosse Ile Schools or if additional time is added to that run. Should additional time be added to any run, it will be considered new and posted for bid.

If the runs change during the school year with no change in time, the driver who bid on the run has no options for change.

During the first two weeks back, it will be the original driver who has the responsibility of setting up route sheets, etc. for the new driver to take over.

Should there be a reduction of 15 minutes during the school year, the reduced driver will bump out the lowest seniority driver in that pay (hours worked per day) category. See 30.2.

Kindergarten runs will be posted for two weeks with the original returning driver assuming the responsibility for setting up the run.

Special Ed runs will be posted for two weeks with the original driver setting up the run.

CAUTION:

- A.M. and P.M. runs will be considered one entity.
- Kindergarten runs will be considered one entity.
- Special Ed runs will be considered one entity.
- Shuttles shall be considered as part of the regular A.M./P.M. runs.

ARTICLE XXXVII
Duration of Agreement

Section 37.1 — This Agreement shall be effective January 1, 1989, and shall continue in effect until December 31, 1991, when it shall terminate. If either party desires to modify or amend this Agreement, that party shall give the other party written notice to that effect not less than sixty (60) nor more than ninety (90) days prior to October 1, 1991.

IN WITNESS WHEREOF, the parties agree that all terms, benefits and conditions of this Agreement are to become effective January 1, 1989, and have duly executed this Amendment on the first above written:

GROSSE ILE BOARD OF EDUCATION	GROSSE ILE TRANSPORTATION ASSOCIATION
	Barbara E. Shores President
	Sandra L. Caretti
	Judith J. Clemons
	Gerry Harris
	Judith R. Heath
	Linda K. Harris
	Mary Ann Wieblewski V.P.

APPENDIX A

Transportation Salary Schedule

January 1, 1989–December 31, 1989

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Dispatcher	10.12	10.17	10.22	10.27	10.32
Service Person	10.94	10.99	11.04	11.09	11.14
Sp Ed & Voc Ed Dr	9.91	9.96	10.01	10.06	10.11
Regular Drivers	9.70	9.75	9.80	9.85	9.90

January 1, 1990–December 31, 1990

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Dispatcher	10.47	10.52	10.57	10.62	10.67
Service Person	11.33	11.38	11.43	11.48	11.53
Sp Ed & Voc Ed Dr	10.26	10.31	10.36	10.41	10.46
Regular Drivers	10.04	10.09	10.14	10.19	10.24

January 1, 1991–December 31, 1991

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Dispatcher	10.84	10.89	10.94	10.99	11.04
Service Person	11.73	11.78	11.83	11.88	11.93
Sp Ed & Voc Ed Dr	10.62	10.67	10.72	10.77	10.82
Regular Drivers	10.39	10.44	10.49	10.54	10.59

NOTE: All regular Transportation employees employed as of January 1, 1989 will be placed in Step 1 of the above schedule. Each year employees will advance to the next step.

RETROACTIVE PAY

With this Agreement, the Board agrees to make retroactive pay back to January 1, 1989 for the following per the current contract:

1. Regular hours;
2. Overtime and field trip hours.

The above does not include any additional time provided in the Agreement, or any additional benefits provided in this Agreement.