

6/30/94

NEGOTIATIONS AGREEMENT
BETWEEN
PORTAGE PUBLIC SCHOOLS
AND
PORTAGE SCHOOL BUS DRIVERS' ASSOCIATION
July 1, 1992 - June 30, 1994

Portage Public Schools

**PORTAGE SCHOOL BUS DRIVERS' ASSOCIATION
TABLE OF CONTENTS**

		<u>PAGE</u>
ARTICLE I	RECOGNITION	1
ARTICLE II	DRIVERS' RIGHTS	2
ARTICLE III	COMPENSATION	2
ARTICLE IV	DRIVING HOURS	4
ARTICLE V	HOLIDAYS	4
ARTICLE VI	CONDITIONS	4
ARTICLE VII	SENIORITY AND ASSIGNMENT	5
ARTICLE VIII	AGENCY SHOP	7
ARTICLE IX	LEAVES OF ABSENCE	
	Sick Leave	8
	Leaves of Absence Without Pay or Other Fringe Benefits	9
	Business Leave	10
	Funeral Leave	10
	Special Leaves	10
ARTICLE X	VACATION	11
ARTICLE XI	INSURANCE	
	Health Insurance	11
	Long Term Disability	11
ARTICLE XII	SCHOOLS' RIGHTS CLAUSE	12
ARTICLE XIII	CONTINUITY OF OPERATIONS	12
ARTICLE XIV	TRIP DRIVING ASSIGNMENT	12
ARTICLE XV	EQUAL EMPLOYMENT OPPORTUNITY	12
ARTICLE XVI	GRIEVANCE PROCEDURES	13
ARTICLE XVII	DRIVER PROTECTION	15
ARTICLE XVIII	MISCELLANEOUS	15
ARTICLE XIX	DISCIPLINE AND DISCHARGE	15
ARTICLE XX	NEGOTIATION PROCEDURES	16
ARTICLE XXI	DURATION OF AGREEMENT	16
	TRIP ASSIGNMENT PROCEDURES	18
	TRIP TRADING	20

PORTLAND SCHOOL DISTRICT ASSOCIATION
TABLE OF CONTENTS

1993

1	ARTICLE I - PURPOSE AND SCOPE
2	ARTICLE II - MEMBERSHIP
3	ARTICLE III - GOVERNANCE
4	ARTICLE IV - FINANCES
5	ARTICLE V - EMPLOYMENT
6	ARTICLE VI - LABOR RELATIONS
7	ARTICLE VII - EDUCATION
8	ARTICLE VIII - COMMUNITY RELATIONS
9	ARTICLE IX - LEGISLATION
10	ARTICLE X - MISCELLANEOUS
11	ARTICLE XI - AMENDMENTS
12	ARTICLE XII - SEVERABILITY
13	ARTICLE XIII - ENTIRE AGREEMENT
14	ARTICLE XIV - SIGNATURE PAGE
15	ARTICLE XV - BOARD OF DIRECTORS
16	ARTICLE XVI - BOARD OF SUPERVISORS
17	ARTICLE XVII - BOARD OF TRUSTEES
18	ARTICLE XVIII - BOARD OF EDUCATION
19	ARTICLE XIX - BOARD OF SCHOOL DISTRICT
20	ARTICLE XX - BOARD OF SCHOOL DISTRICT
21	ARTICLE XXI - BOARD OF SCHOOL DISTRICT
22	ARTICLE XXII - BOARD OF SCHOOL DISTRICT
23	ARTICLE XXIII - BOARD OF SCHOOL DISTRICT
24	ARTICLE XXIV - BOARD OF SCHOOL DISTRICT
25	ARTICLE XXV - BOARD OF SCHOOL DISTRICT
26	ARTICLE XXVI - BOARD OF SCHOOL DISTRICT
27	ARTICLE XXVII - BOARD OF SCHOOL DISTRICT
28	ARTICLE XXVIII - BOARD OF SCHOOL DISTRICT
29	ARTICLE XXIX - BOARD OF SCHOOL DISTRICT
30	ARTICLE XXX - BOARD OF SCHOOL DISTRICT

NEGOTIATIONS AGREEMENT

BETWEEN

PORTAGE PUBLIC SCHOOLS

AND

PORTAGE SCHOOL BUS DRIVERS' ASSOCIATION

1992 - 1994

This Agreement entered into this _____ 1st _____ day of _____ July, 1992 by and between the Portage Public Schools of the City of Portage, Michigan, Hereinafter called the School, and the Portage School Bus Drivers' Association, hereinafter called the Association.

WITNESSETH

WHEREAS the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize,

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

ARTICLE I - RECOGNITION

Section 1: The School hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, in regards to wages, hours, and other terms and conditions of employment for all bus drivers and bus aide/supervisors employed by the School. Excluded are all supervisory and administrative personnel. The terms driver and Bus Aide/Supervisor, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined and any reference in this Agreement to the female is equally applicable to males.

Section 2: The School agrees not to negotiate with any drivers' organizations other than the Association for the duration of this Agreement.

Section 3: This Agreement shall supersede any rules, regulations or practices of the School which shall be contrary to or inconsistent with its terms.

ARTICLE II - DRIVERS' RIGHTS

Section 1: Pursuant to Act 379 of the Public Acts of 1965, the School hereby agrees that all employees within the bargaining unit shall have the right freely to organize, join and support or refrain in joining and supporting the Association for the purpose of collective bargaining in regard to wages, hours, and other terms and conditions of employment; that neither the School nor the Association will discriminate against any employee with respect to wages, hours and other terms and conditions of employment by reason of his/her membership or non-membership in the Association, his/her participation in any lawful activities in connection therewith, or his/her institution of any grievance, complaint or proceeding under this Agreement.

Section 2: The School agrees to furnish the Association, in response to reasonable requests from time to time, such information necessary to keep the seniority records, as kept by the Association, up to date.

Section 3: The Association will have the right to use school building facilities for the purpose of conducting non-political association business in accordance with the policies established by the Board for the use of such buildings. The Association shall be provided bulletin boards or sections thereof in the drivers' lounge for the purpose of posting non-political Association materials.

ARTICLE III - COMPENSATION

Section 1: (a) The following shall be the schedule of the basic driver hourly rate for all work except trips and summer driving.

HOURLY RATE 7/01/92 - 6/30/93

<u>Substitute Drivers</u>	<u>\$ 8.93</u>
<u>First Year</u>	<u>9.38</u>
<u>Second Year</u>	<u>9.65</u>
<u>Third Year</u>	<u>9.80</u>
<u>Fourth Year</u>	<u>10.07</u>
<u>Fifth Year</u>	<u>10.35</u>
<u>Sixth Year</u>	<u>10.49</u>
<u>Seventh Year</u>	<u>10.77</u>
<u>Eighth Year</u>	<u>11.08</u>
<u>Ninth Year</u>	<u>11.22</u>
<u>Tenth Year</u>	<u>11.36</u>
<u>Eleventh Year</u>	<u>11.50</u>
<u>Twelfth Year</u>	<u>11.64</u>
<u>Thirteenth Year</u>	<u>11.77</u>
<u>Fourteenth Year</u>	<u>11.93</u>
<u>Fifteenth Year & over</u>	<u>12.05</u>

For 1993-94 salary negotiations reopen, guarantee no less than 4% increase plus benefits.

Training, route making, and map preparation will also be paid at this rate. The rate of pay for driving trips shall be \$7.64 per hour. Summer driving will be paid at the rate of \$8.58 per hour.

(b) STEPS: If a new driver assumes regular status before the end of the first semester, they will be granted a full step increase on the following July 1. If however, they assume regular status during the second semester, no step increase will be granted the following July 1.

(c) Bus Aide Supervisors will be paid the same rate as specified in Article III, Section 1
(a). Such employees must be qualified as drivers.

Section 2: Drivers must ride and assist the first day plus one additional day prior to starting a Kindergarten route. A driver assigned to a kindergarten route after the initial setting up of the route will be paid their hourly rate for learning the route with a maximum of two (2) hours for each day. The school district will compensate each of the back-up drivers for three days in order to learn their additional three runs.

Section 3: A driver shall be paid their hourly rate (maximum of eight (8) hours), for preparing maps and student lists for routes.

Section 4: All drivers must assume the responsibility for keeping the interior of their vehicles clean.

Section 5: When a driver is rehired and upon becoming a regular driver, she shall receive credit on the salary schedule for all previous driving for the Portage Public Schools, less a reduction of one (1) year from said total for each year, or part of a year, of unemployment as a driver for Portage Public Schools. Credit will be granted and reductions will be made pursuant to the formula set forth in Article VII, Section 1 (g).

Section 6: If a trip scheduled during the normal working day is canceled and the driver who had been assigned the trip is able to drive the regular route, the substitute who is replaced will receive a two (2) hour minimum.

Section 7: When the School finds it necessary to close school as a result of physical-breakdown or climatic conditions, bargaining unit employees shall be notified by the usual means if they are not to report for work. All drivers scheduled to drive will be paid a two (2) hour minimum on these days.

Section 8: When a trip is assigned during a driver's normal working hours the driver will receive regularly scheduled pay for the day. In addition the driver will receive pay at the trip rate for the time which exceeds the normal daily paid time.

Section 9: Orientation for all drivers shall be held preceding the first day of school. All drivers in attendance will be paid their regular hourly rate with a two (2) hour minimum.

Section 10: Any regular driver interested in being a trainer may submit his/her name to the

transportation office for consideration. The School has the sole responsibility for selecting trainers.

Section 11: Those employees who have completed fifteen (15) years of continuous service with the School District shall receive the additional sum of one hundred (\$100) dollars each year in a separate check on or before the first pay period in January.

ARTICLE IV - DRIVING HOURS

Section 1: The normal work day shall begin ten (10) minutes before a driver is scheduled to leave the garage and shall end at the time the driver returns to the garage. The normal work week shall be the above hours Monday through Friday.

Section 2: The normal kindergarten or special education noon assignment will begin at the time a driver leaves the garage and shall end at the time a driver returns to the garage.

Section 3: For purposes of computing pay for regularly scheduled morning runs, compensation will begin ten (10) minutes prior to the time the bus driver is required to leave the gate to begin the morning run. During this ten (10 minutes) the drivers must warm-up their busses and complete the pre-trip safety check list.

Regularly scheduled afternoon runs will end after the driver enters the gate and immediately follows cool-down procedures.

ARTICLE V - HOLIDAYS

Section 1: The following days will be considered paid holidays provided the employee is on paid status the day before the holiday and the day after the holiday.

- A. New Year's Day
- B. Memorial Day
- C. Labor Day
- D. Thanksgiving Day
- E. The day after Thanksgiving
- F. Christmas Day (for those drivers with five (5) years or more of service with the School District.)

Section 2: Employees assigned "year round" routes and employees assigned to Summer School routes will receive holiday pay for July 4 providing they meet the other requirements of this Article.

Section 3: Holiday pay will be based on the employee's basic daily rate.

ARTICLE VI - CONDITIONS

Section 1: The School will maintain clean and functional rest rooms and lavatory facilities for

the drivers use. A room appropriately furnished will be provided as a drivers lounge.

Section 2: Telephone facilities shall be made available to drivers for their reasonable use. Drivers making personal calls involving toll charges shall reimburse the School for the same.

Section 3: Adequate parking facilities shall be made available to drivers.

ARTICLE VII - SENIORITY AND ASSIGNMENT

Section 1:

(a) All bus drivers must complete a bus drivers' training program to the satisfaction of the School. Upon successful completion of the training program, all drivers will serve a probationary period of ninety (90) working days. Days when the driver does not work will not be counted. During the probationary period, the Employer shall have the right in its sole discretion to terminate the services of an employee without that employee having recourse through the grievance procedure. Upon satisfactory completion of the probationary period, the bus driver's seniority will be listed as of the date the training program was completed or the date when a former driver returned to work. The probationary driver will be paid according to the substitute rate or appropriate step on the Salary Schedule.

(b) The School will make all route assignments by August 15 each year. Recognizing that routes must at times be altered to accommodate changing bus capacities and population shifts, every effort will be made to assign drivers to essentially the same area they drove the previous year, except that every effort will be made to honor voluntary requests for transfer to another route.

(c) Whenever a route is vacated, or a new route is created, or an existing school year route becomes a year-round route, such route will be posted for a period of five (5) working days and shall be open to all drivers. Vacancies occurring June 15-August 15 will be posted for a period of fourteen (14) calendar days beginning on a Monday. If a transit route is vacated within the first year of new bus assignment, only drivers presently assigned to transit buses shall be eligible to bid on said posting. The senior driver submitting a written bid shall be assigned to the route. Any un-selected route shall be offered to the senior substitute driver on a seniority basis. If no substitute accepts the new assignment, then such route shall be assigned to the substitute with the least seniority. In the event the number of regular drivers exceeds the number of regular routes, the least senior driver shall be placed on substitute status.

(d) Seniority shall begin upon the first day of regular or substitute driving. If two or more drivers begin a substitute run on the same day, seniority shall be determined by lot. If two or more Bus Aide/Supervisors have the same employment date, seniority will be determined by lot. At the time of the seniority selection the affected Association members and an Association Representative will be present.

(e) A driver, when changing routes, may within two (2) working days from the date of transfer elect to return to his/her former status or be removed from the assignment by the School.

During the two day trial run, the new driver will not be accompanied by the previous driver. In both instances, the driver will return to the driver assignment held immediately preceding the transfer. The next senior driver who submitted her written bid will be assigned to the route within three (3) working days. When a driver transfers from one route to another, posting of the former route shall be delayed for five (5) working days.

(f) A driver returning from an approved Leave of Absence will be given bus seniority for the period of time the driver was on the Leave of Absence.

(g) 1) All drivers shall be required to drive at least ninety (90) paid days per school year to gain 1/2 year seniority or one hundred fifty (150) paid days a school year to gain a full year of seniority (for pay purposes only). Any time off resulting from an injury or illness that is longer in duration than ten (10) continuous working days shall be counted as driving time for the purpose of this Section.

2) Substitute drivers will advance one-half step on the pay scale for every full year of service which includes a minimum of 250 driving hours.

(h) Each regular bus driver wishing to drive a kindergarten route may exercise bidding rights during the Orientation meeting. Drivers may elect to drive Kindergarten for either four (4) weeks a month or two (2) weeks a month. When all routes are assigned, bidding for back-up drivers will be completed.

1) Kindergarten assignments will be made on the basis of seniority. Drivers hired after August 15 will not be eligible for kindergarten assignments until the following school year providing there is a sufficient number of eligible drivers to cover all routes.

2) In the event routes become available throughout the school year, they will be offered on the basis of seniority to the most senior driver not then currently assigned to a full time kindergarten route.

3) Drivers whose daily run time exceeds six hours are not eligible to bid on Kindergarten, noon runs or shuttles.

4) **K runs** - For the purpose of back up drivers there will be three groups of four Kindergarten runs each. A back up driver for each kindergarten run will be bid at orientation. Each back up in the group of four runs must learn all four runs. If the assigned back up is unavailable, the most senior back up in the group of four will assume the run. Regular kindergarten drivers must notify their back up when they are unavailable.

(i) Twelve drivers will be used for all summer trips (excluding special education runs) and trips will be assigned in the same manner as trips during the school year. If drivers resign from the summer driving list, they will be replaced only when the list falls below eight drivers and it will then

be maintained at eight. If a driver rejects three trips, he/she will be eliminated from summer driving. A "no show" for a trip will eliminate a driver from future summer driving.

(j) The beginning of the school year shall be defined as the day bus drivers report for orientation.

(k) Shuttle runs which are not combined with regular runs will be assigned through bidding at the Orientation meeting. These runs will be a one (1) hour minimum.

Section 2:

(a) New equipment shall be assigned to the driver with the highest seniority who is eligible for such equipment for a period of seven (7) years. If equipment of less than two (2) years of age becomes available it will be assigned to the next most senior person, after new units are assigned, for the balance of the seven (7) year cycle. It is the intent of this provision to assign the newest equipment to the most senior person. All buses on rotation shall be rotated each year according to bus seniority and capacity. Transit buses will not be rotated. Final rotation for all equipment except assigned buses shall be August 15.

(b) When a driver transfers from one route to another, the driver shall retain and transfer her equipment to the acquired route unless the equipment is of a capacity unsuited to the route, in which case appropriate equipment shall be assigned to the driver. It is recognized by the parties that the School shall make a determination regarding what equipment is suited or unsuited for a route.

(c) When new equipment is purchased for special education routes, such equipment shall be assigned on the basis of seniority, capacity and need.

(d) Any driver who refuses new equipment or who does not complete a seven (7) year assignment will not be eligible for new equipment until their seven (7) years has expired, except that such driver shall retain bus seniority for equipment rotation purposes.

ARTICLE VIII - AGENCY SHOP

Section 1: All bargaining unit members, who are not members of the Association in good standing, or who do not sign an authorization card for membership within thirty (30) days from the date of commencement of duties, shall as a condition of employment, pay as a service fee to the Association an amount equivalent to the dues uniformly required to be paid by members of the Association; provided however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided in "2". In the event that they do not pay such service fee directly to the Association or authorize payment through payroll deduction, as provided in this Agreement, the School shall, at the request of the Association, terminate employment of such employees. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just and reasonable cause for discharge.

Section 2: The School shall deduct from the pay of each Association member from whom it receives authorization the required amount for the payment of dues or service fees as specified by the

Association. Such dues, or fees, accompanied by a list of Association members from whom they have been deducted and the amount deducted from each, shall be forwarded to the Association no later than ten (10) days after the deductions were made.

Section 3: The Association shall notify the School thirty (30) days prior to any change in its dues or fees.

Section 4: The Association shall indemnify and save the School harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer, or in reliance upon signed authorization cards or lists furnished to the Employer by the Association for the purpose of payroll deduction of dues. Such indemnification shall include, but not be limited to, all costs incurred by the School resulting from any grievance submitted relative to the application of this Article.

Section 5: The foregoing Sections of this Article shall only apply to those bargaining unit members who are dues-paying members of the Association as of the effective date of this Agreement and to all bargaining unit employees hired subsequent to December 22, 1978.

ARTICLE IX - LEAVES OF ABSENCE

Section 1: Sick Leave

(a) Each regular driver shall earn sick leave each month based upon their average daily run time. The average daily run time shall be based upon the pick up and take home runs and shall exclude Kindergarten and noon runs. It will be rounded to the nearest quarter hour of work completed. Average daily run length will be initially computed during the second pay period in September. It will be re-computed during the second pay period in January. For 10 month drivers the accrual of sick leave shall begin the first pay period in September. Sick leave may be used for non-job related physical or mental illness. The sick leave allowance will be credited to the employee's account on the first day of each month. An employee with less than one year of seniority as defined in Article VII, Section 1, will have their sick leave benefits pro-rated.

(b) Each driver shall be entitled to the unused portion of each year's sick leave up to a total of four hundred (400) hours which shall be available to him/her in future years. Upon resignation all accumulated sick leave benefits terminate.

(c) Illness in the Family - The amount of leave available for accident or illness in the immediate family shall be limited to one day per occurrence not to exceed three days in any one school year to make the arrangements for providing care by someone other than the employee, provided the employee has the time in his/her sick leave bank. In emergency situations additional time off may be allowed at the discretion of the Superintendent. All additional time will also be granted from the employee's sick bank.

Immediate family is defined as mother, father, husband, wife, children and any other family member dependent upon the employee for financial support and/or care.

(d) Employees returning from sick leave may be required to take and pass a physical examination by a doctor designated by the School before returning to work. The School will absorb the cost of such physical. In addition, the employee may use sick leave from his/her accumulated sick leave account until the school's physician permits the employee to return to work.

Section 2: Leaves of Absence Without Pay or Other Fringe Benefits

(a) A leave of absence for personal illness shall be granted, upon written request, to any employee who furnishes medical evidence of such illness. Leaves of absence may be granted by the School for other reasons upon written request, but no leave of absence will be granted for an employee to accept employment elsewhere. No leave of absence will exceed one (1) year from the last day the employee was actually at work. If an employee violates the purpose for which her leave of absence was allowed she shall be subject to discharge. If an employee does not report for work at the expiration of the leave of absence, she will be considered as having voluntarily quit. An employee, to whom a leave of absence has been granted, shall not be entitled to return to the employ of the School until the expiration of such leave of absence unless a route is available.

Employees returning from a leave of absence may be required to take and pass a physical examination by a doctor designated by the School before starting work. The School will absorb the cost of such physical.

(b) An employee who becomes pregnant must notify the Personnel Office as soon as her pregnancy is confirmed. She must present a physician's statement setting forth the anticipated date of birth and stating that she is fully capable of performing all of the duties and functions of her position without jeopardy to herself or to her unborn child. With her doctor's permission, the employee may work in her present capacity on the same basis as any other employee.

A maternity leave of absence shall be granted an employee upon the presentation of a physician's statement advising the Employee Relations Office that the employee is unable to work. The employee shall be entitled to such leave of absence for the period of time as indicated by the physician's statement.

(c) A driver on a leave of absence will not receive sick leave credit for the period of time she was on leave.

(d) An employee on a leave of absence under this section is considered on the inactive payroll and as such is not entitled to the benefits under this contract.

(e) An employee who is absent due to illness will first use up all available sick leave and if additional time is needed, as prescribed by the employee's physician, a request for same must be made in accordance with Article IX, Section 2—a prior to the expiration of sick leave or, if that is not possible, within ten (10) days following expiration of sick leave. A leave of absence will be approved up to one (1) year from the last day the employee worked. During the period of unpaid leave the employee's route will not be posted until eighty (80) working days have elapsed. If after the expiration of the eighty (80) working days the employee is still not physically able to return to work, the employee's route will be posted.

The maximum period of time an employee may be absent from work is one (1) year. This period may include sick leave and unpaid leave.

If an employee on inactive status (unpaid leave), has not been absent eighty (80) working days, returns to work for a minimum of ten (10) consecutive working days and again becomes ill, she will begin a new eighty (80) working day period before her route is posted. If the employee returns to active employment but is unable to continue work ten (10) consecutive working days, her absence will be considered the same illness and she will have only the balance of her eighty (80) days before her route is posted.

Upon return from a leave of absence, the driver shall be assigned to an available route. If no route is available, the driver shall be assigned to the route being driven by the driver with the least amount of seniority provided that the driver being replaced has less seniority than the driver returning from the leave of absence.

Section 3: Business Leave

Each driver shall be allowed, with full pay, up to two (2) days per year for business leave. Absences under this provision shall be necessary personal business reasons which cannot be handled at any other time than during the school day. Personal Business Leave may not be used for recreational purposes, job interviews, shopping trips, etc. Some examples of Personal Business Leave are funerals (not specified in section 4), legal appointments, medical and dental appointments. Business leave requests, specifying the reasons for the absence, must be submitted to the Superintendent or person designated by him for approval. An absence without approval will subject the employee to disciplinary action.

Section 4: Funeral Leave

An employee absent because of death in the immediate family (as defined below) will be permitted to take up to three (3) days, with full pay, of actual time lost from normally scheduled work during the period between the death and the day of the funeral. If the location of the funeral is more than 200 miles from the School District, then the employee may be allowed to make arrangements to have the last of three (3) such days fall the day after the funeral so as to allow the employee the time necessary to return to the School District. The above time will be granted providing 1) that such absence shall be reported to the School on the first day, 2) that the absences are taken and used for the purpose of attending the funeral or other services customarily practiced in connection with such death, and 3) that the School may request such proof as it may desire for any of the above.

The immediate family shall be defined as wife, husband, children, mother, father, sister, brother, step-parent, step-child, parent-in-law, grandparent or grandchild. Immediate family shall also include those persons who maintained a common legal residence with the employee at the time of death. Up to one day with pay shall be granted when death occurs in the non-immediate family.

Section 5: Special Leaves

Leaves with pay and not chargeable against sick leave or business leave allowances are as follows:

- (a) Absence when an employee is called for jury duty, except the School will pay only the

difference between the per diem rate of the employee and the amount received for jury duty.

(b) Court appearance when an employee is subpoenaed as a witness in a court of law. The School will pay only the difference between the per diem rate of the employee and the amount received for services as a witness. this section shall not be in effect in any case in which the employee brings suit against the School.

ARTICLE X - VACATION

Those employees who work "year round" and have completed one year of continuous employment will be eligible for two weeks of paid vacation. The vacation must be taken during a period when the employee's services are not required. The weekly vacation pay will be determined by multiplying the driver's average daily hours by five.

ARTICLE XI - INSURANCE

Section 1: Health Insurance

The School will make available to all regular employees a hospitalization program. The selection of the carrier will be the prerogative of the School. However, the program will be comparable to Super Care I.

Only those regular employees who sign a statement indicating that they are not covered, nor are they eligible for coverage as a dependent under a spouse's policy, may enroll.

Those eligible employees will receive a subsidy in the amount of 40% of the single subscriber rate. The balance of the premium will be payroll deducted. An employee who registers for health insurance must make payment of his/her share of the premiums for the summer vacation period before the start of such period. Effective date of coverage will be the first of the month following the completion and submission of the enrollment forms and payroll deduction authorization to the Employee Relations Office.

Section 2: Long Term Disability

Those regular employees who are not eligible or elect not to participate in the hospitalization program may enroll in a long term disability program.

This program will be established and selected by the School. Benefits would commence after the 91st day for those employees having 90 or less days of accumulated sick leave or the day after expiration of accumulated sick leave for those employees having more than 90 days of accumulated sick leave and continue for three years after initial date of disability. The program will provide 50% of base salary, to a maximum of \$600 per month, for up to three years following said waiting period. Mental and alcohol disorders will be excluded from policy. All definitions and terms shall be in accordance with the master policy between the School and the insurance carrier.

ARTICLE XII - SCHOOLS' RIGHTS CLAUSE

The School, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States including, but without limiting the generality of the foregoing, the right to the executive management and administrative control of the school system. The School has the right to maintain order and efficiency; to determine the number and size of buses; to establish equipment specifications; to establish or eliminate bus routes; to hire; to direct the work force; to require employees to observe rules and regulations. These rights may be exercised even though resulting in transfer, reclassification or elimination of some employees. The exercise of these powers, rights, authority, duties and responsibilities by the School and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE XIII - CONTINUITY OF OPERATIONS

The Association agrees that during the term of this Agreement and while negotiations are in progress on a successor Agreement, it shall not direct, instigate, participate in, encourage, or support any concerted action against the School by any bus driving employee or any group of bus driving employees.

ARTICLE XIV - TRIP DRIVING ASSIGNMENT

Section 1: Whenever possible, regular drivers shall be used for driving trips and for transporting students with the following exception.

Mini buses may be driven by teachers or coaches when the cost of the trip may be reduced by using these people.

If after reasonable effort, the School is unable to locate a regular driver willing to take the assignment the School may assign a driver of its choice.

Section 2: All regular drivers must submit in writing their request for assignment to drive trips by August 15th. Substitute drivers becoming regular drivers after August 15, but before September 30, may place their names on the list for trips. All trip assignments will be made from this list according to established procedures. (as attached)

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

Section 1: No person or persons shall be discriminated against on the basis of race, sex, creed, color, national origin, marital status, age, height, weight or handicap. The parties will continue to work together to assure equal employment opportunities to all.

ARTICLE XVI - GRIEVANCE PROCEDURES

Section 1: A grievance within the meaning of this Agreement shall be any difference of opinion, controversy, or dispute arising out of the interpretation or application of this Agreement.

Section 2: Nothing within this Agreement shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with terms of this Agreement.

Section 3: All signed grievances shall be submitted to the chairman of the negotiating committee and it shall be the responsibility of the negotiation's committee to review all grievances.

Section 4: Procedure

Step 1: An employee with a grievance shall discuss it with her immediate supervisor individually, together with her Association Representative, or through the Association Representative. This discussion must be held within seven (7) calendar days (excluding holidays and those periods when school is not in session) of its occurrence or said grievance shall be deemed waived by the employee, Association, and the School.

If a satisfactory settlement is not reached as a result of the above meeting, the grievance must be reduced to writing and submitted within three (3) working days from date of meeting to the supervisor for his decision. This answer must be given within three (3) working days from date of receipt.

Step 2: If the decision of the supervisor is unacceptable to the Association, the Association may take the grievance up with the Director of Operations or his/her representative, provided the grievance is presented to the Director of Operations within three (3) working days following the supervisor's decision. The Director of Operations or his/her representative, shall give his/her decision in writing over his/her signature within three (3) working days following presentation of the grievance by the Association.

Step 3: If the decision of the Director of Operations is unacceptable to the Association, the Association shall so notify the Personnel Administrator within three (3) working days following the rendering of the decision in Step 2. At that time, the Association has the right to request a meeting with the Superintendent of Schools to present the facts upon which the grievance is based, remedy or correction that is requested, and the section or sections of the contract that have been violated. Such a meeting must be held within seven (7) working days from date of request. The Superintendent's written decision must be delivered to the Association within seven (7) working days following the meeting with the Superintendent.

Step 4: In the event a grievance which involves the interpretation and/or application of Article VII and/or Article XIV is not satisfactorily resolved at Step 3, within ten (10) working days after receipt of the Superintendent's decision, the grievance may be transmitted to the State Labor Mediation Board for purposes of acquiring assistance of the State Labor Mediator for grievance meeting purposes. Such meeting shall be held within fifteen (15) days after request by either party.

Step 5: Grievances not involving the interpretation and/or application of Article VII and/or Article XIV which have not been satisfactorily settled at Step 3, may be referred by either party to arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association then in effect, provided such referral is made in writing with a copy to the Employee Relations Director within ten (10) working days after receipt by the Union of the 3rd Step answer for such grievances. If the grievances have not been submitted to arbitration within said ten (10) working day period, they shall be considered as being resolved. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement and shall be limited solely to the interpretation and application of the specific provisions contained herein. The arbitrator shall have absolutely no authority to deal with any grievance which pertains to the subject matter and areas contained within Article VII or Article XIV of this Agreement. He shall have no authority to modify or change any salary provisions established by the parties. The fact that a grievance has been considered by the parties in the preceding steps of the grievance procedure shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.

The arbitrator shall render his decision within thirty (30) days after the hearing on a grievance and the decision of the arbitrator upon the grievance, which shall have been submitted to him in accordance with the provisions of this Agreement, shall be final and binding upon the School and the Association and the individual or individuals concerned, provided the arbitrator has acted within his/her authority as set forth in this Agreement. The expenses or fees of the arbitrator shall be shared equally by the School and the Association.

Section 5:

- A. Grievances that are not appealed within the time limit specified in each step of the grievance procedure shall be considered settled on the basis of the decision last rendered; unless such time limit is extended by mutual agreement in writing by the parties involved.
- B. If the School fails to give an answer within any time limit specified in the grievance procedure (unless such time limit is extended by mutual agreement) the Association may submit the grievance to the next step of the grievance procedure.
- C. The Association and the School will be required to pay all their own expenses involved in processing a grievance except that in Step 4 and Step 5 both parties will share equally all costs submitted by the mediator or arbitrator in connection with the grievance.
- D. In the administration of the grievance procedures any financial liability to the School District shall be limited to the amount of earnings actually lost with deductions of all sums earned during this period. If an error is made in the calculation of a bus driver's salary the School will be liable for the shortage. If an error should be made which results in overpayment to the bus driver, then the bus driver shall be obligated to repay the School. Such liability on the bus driver and the School shall be limited to the current contract year.

ARTICLE XVII - DRIVER PROTECTION

Section 1: Any case of assault upon a driver shall be promptly reported to the School. Administrative personnel shall advise the driver of her rights and obligation with respect to such assault and shall render reasonable assistance to the driver in connection with handling of the incident by law enforcement authorities.

ARTICLE XVIII - MISCELLANEOUS

Section 1: The Association recognizes the right of the School to require physical examinations, as prescribed by the School, to be on file in the School personnel files. The School will pay the cost of such physical.

Section 2: A driver who wishes to resign shall file a written notice of resignation with the School at least thirty (30) days prior to the time the resignation is to become effective, except in those cases in which extenuating circumstances may require a shorter period of such notice.

Section 3: The negotiating committee representing the Association shall meet with School representatives at least three times each year in October, January, and March to discuss items of mutual concern.

Section 4: Each driver, as a condition of continued employment, must be able to provide the School with a valid certificate of course completion from the Michigan Department of Education, Section 305A, Act 300, P.A. 1949 as amended. Effective with the ratification of this Agreement the School, in the future, will reimburse each driver the cost for all required licenses, training and endorsements as required by law for school bus driving. In order to receive the reimbursement each driver must submit proof of endorsement to the transportation office.

Section 5: A driver scheduled for a special trip which is a minimum of six (6) hours duration shall receive a \$4 credit for meals and an additional \$4 for each additional six (6) hours or major fraction thereof. For trips departing within 20 minutes after the end of the regular afternoon run the afternoon run time shall be counted towards the six (6) hour minimum. Special trips which are before and after regular afternoon runs do not qualify for meal credit.

Section 6: This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the School District and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XIX - DISCIPLINE AND DISCHARGE

Section 1: No driver shall be disciplined or discharged without just cause.

ARTICLE XX - NEGOTIATION PROCEDURES

Section 1: If at the time this Agreement would otherwise terminate the parties are negotiating for a new agreement, the terms and conditions herein shall remain in effect so long as negotiations voluntarily continue.

Section 2: The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Association, for the life of this Agreement, each voluntarily agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE XXI - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1992, and shall remain in effect until midnight, June 30, 1994 and will be automatically renewed for successive periods of one (1) year unless either party gives written notice to the other party at least sixty (60) days prior to the expiration date of its intention to amend or terminate this Agreement.

BUS DRIVERS' ASSOCIATION

BY _____ (Date)

BY _____ (Date)

BY _____ (Date)

BOARD OF EDUCATION

BY _____ (Date)
President

BY _____ (Date)
Superintendent

BY _____ (Date)
Director of Operations

MEMBERSHIP LIST

1	Mr. J. W. Smith	1910
2	Mr. J. W. Smith	1910
3	Mr. J. W. Smith	1910

MEMBERSHIP LIST

4	Mr. J. W. Smith	1910
5	Mr. J. W. Smith	1910
6	Mr. J. W. Smith	1910

June 29, 1992

TRIP ASSIGNMENT PROCEDURES

1. Trips shall be defined as driving assignments in addition to the regularly scheduled daily driving assignments.
2. Trips shall be assigned on a weekly basis by seniority order to those drivers who have signed up to drive trips.
3. The weekly list of trips shall be scheduled numerically in chronological order according to date and time of departure and shall be assigned in descending seniority order beginning with the most senior drivers progressively through the entire list, beginning on any week where assignments for the prior week left off, then returning to the top of the list.
4. The schedule of trip assignments shall be posted on the drivers' bulletin board each Thursday morning for trips which are scheduled to depart beginning on Monday morning of the following week. Trip slips shall also be distributed to the assigned driver.
5. If a driver declines a trip he/she must return the trip slip to the Transportation Office by Friday at 10:00 a.m. An untimely decline (after 10:00 a.m. on Friday) will count as two declines.
 - a) Drivers who are off work on pay status will be treated as ineligible for trip assignment.
6. Trips that are declined shall be offered in numerical order to drivers next in seniority whose names shall appear on the list by Friday at 3:45 p.m.
7. Drivers who sign up for trips shall be considered ineligible for a particular trip if the cumulative sum of their regular work hours for the week plus the estimated trip hours would require the payment of overtime. If no driver is eligible, the first driver declared ineligible will be assigned to the trip.
8. Short notice trips shall be defined as trips that are scheduled and assigned in the same week they occur. Short notice trips shall be offered to drivers by seniority order beginning with the last driver who has neither accepted nor declined a trip assignment. Emergency situations (less than four (4) hours notice) may require the assignment of a trip, not in rotational order. The rotational schedule will not be adjusted for the acceptance or rejection of short notice driving.
9. Drivers may decline five trips each semester without penalty. Upon the sixth decline, the driver's name shall be removed from the list for the balance of the semester.
10. When a trip is canceled with less than two hours notice to the transportation office the driver shall be paid for two hours. When the transportation office is notified of cancellation, they shall immediately attempt to contact the driver.

THE ASSOCIATION OF THE BAR

1. The Association of the Bar is a voluntary association of lawyers and judges in the United States of America. It was organized in 1926 and has since that time been engaged in a continuous effort to improve the administration of the courts and the legal profession.

2. The Association of the Bar is a non-profit organization. Its assets are held in trust for the benefit of the legal profession and the public. It is not a charitable organization and its activities are not subject to the provisions of the Internal Revenue Code.

3. The Association of the Bar is a national organization. It has a headquarters in New York City and maintains offices in many other cities. It is a member of the American Bar Association and the American College of Trial Lawyers.

4. The Association of the Bar is a professional organization. Its members are lawyers and judges who are engaged in the practice of law. It is not a trade or business organization and its activities are not subject to the provisions of the Sherman Act.

5. The Association of the Bar is a public organization. It is open to all lawyers and judges who are qualified to practice law in the United States. It is not a private club and its activities are not subject to the provisions of the National Labor Relations Act.

6. The Association of the Bar is a public organization. It is open to all lawyers and judges who are qualified to practice law in the United States. It is not a private club and its activities are not subject to the provisions of the National Labor Relations Act.

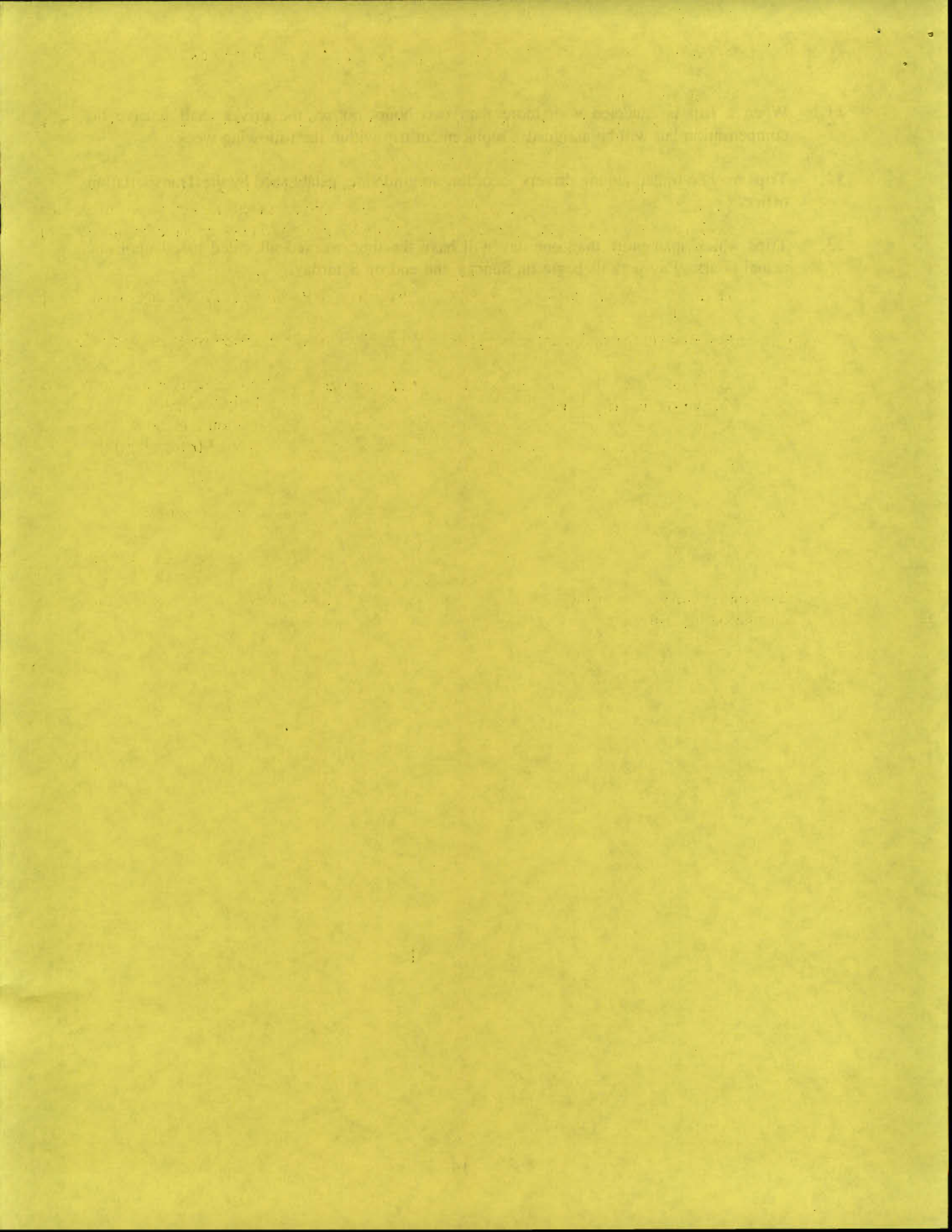
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11. When a trip is canceled with more than two hours notice, the driver shall receive no compensation but will be assigned a replacement trip within the following week.
12. Trips may be traded among drivers according to guidelines established by the Transportation office.
13. Trips which span more than one day will have the time worked allocated based upon the actual hours. Pay periods begin on Sunday and end on Saturday.



TRIP TRADING

1. Trading will be allowed with the assigned week only.
2. You may trade with only the people assigned during the assigned week.
3. No future trading.
Example: You may not trade a trip to someone who is not scheduled during the assigned week.
4. You may not trade for more hours than the trip you have if the traded trip will put you over 40 hours for that week. No exceptions. All drivers are aware of the amount of hours they work per week and all know the amount of hours of trip time they can have before reaching the 40 hour limit.
5. Trades must be pre-approved by Daisy in the office and you must do this in person.
6. You must notify and make the approved change (trade) on the posted sheet in the bus lounge.
7. You must notify Fran in the garage about any change (trade) so he will be able to put this change on his trip sheet.

ALPHABETICALLY

1. The first name of the person mentioned in the petition.

2. The last name of the person mentioned in the petition.

3. The date of birth.

4. The date of the petition. Example: You may use the following form if you wish to file a petition.

5. The date of the petition.

6. The date of the petition. Example: You may use the following form if you wish to file a petition. Example: You may use the following form if you wish to file a petition. Example: You may use the following form if you wish to file a petition.

7. The date of the petition. Example: You may use the following form if you wish to file a petition.

8. The date of the petition. Example: You may use the following form if you wish to file a petition.

9. The date of the petition. Example: You may use the following form if you wish to file a petition.

10. The date of the petition. Example: You may use the following form if you wish to file a petition.

