

6/30/95



2846

A G R E E M E N T

between

THE AIRPORT COMMUNITY SCHOOLS

(hereinafter referred to as the "Board")

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

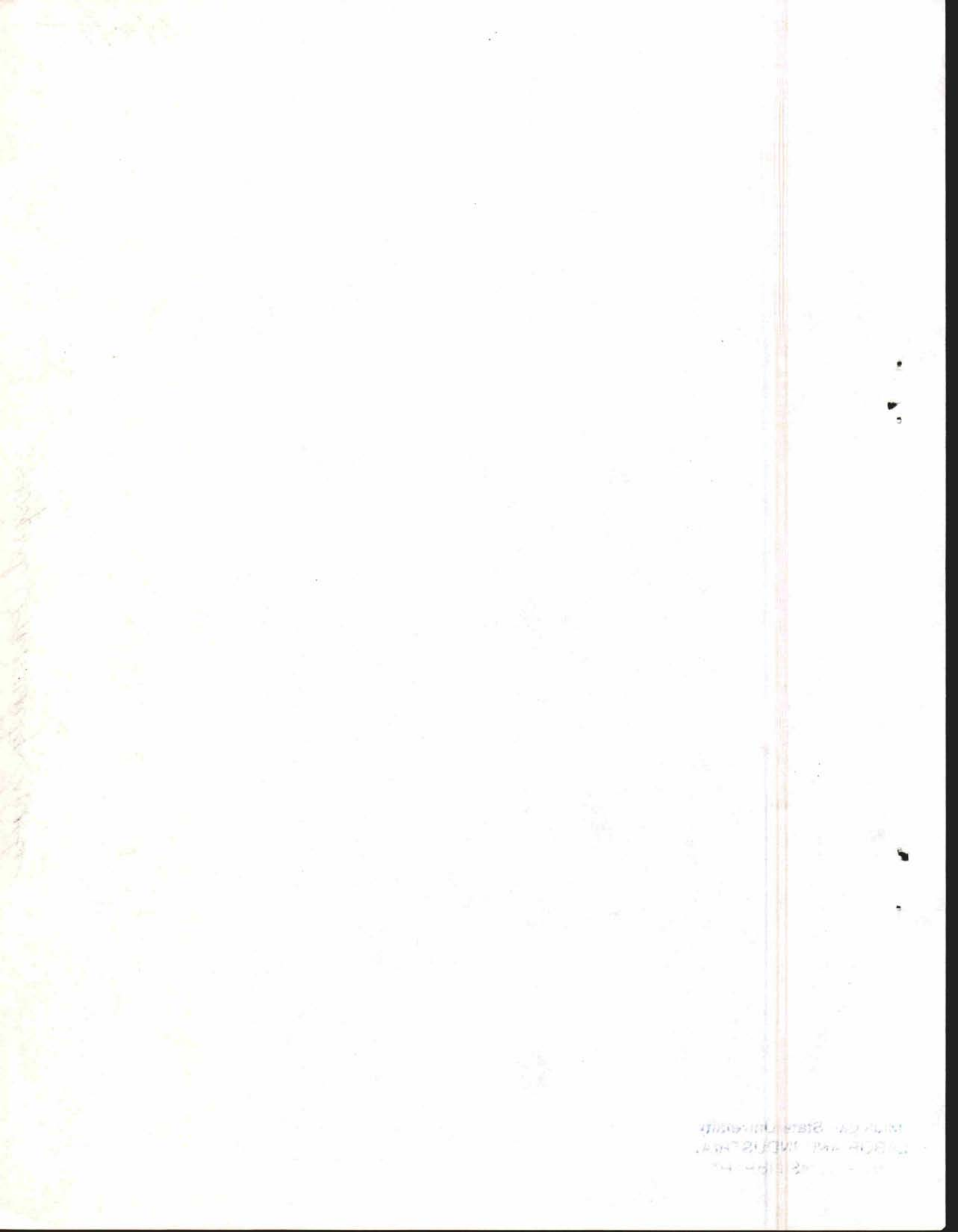
LOCAL 547, A,B,C,E,H,, AFL-CIO

(hereinafter referred to as the "Union")

BUS DRIVER - BUS AIDE EMPLOYEES

1992-1995

*Airport Community Schools*



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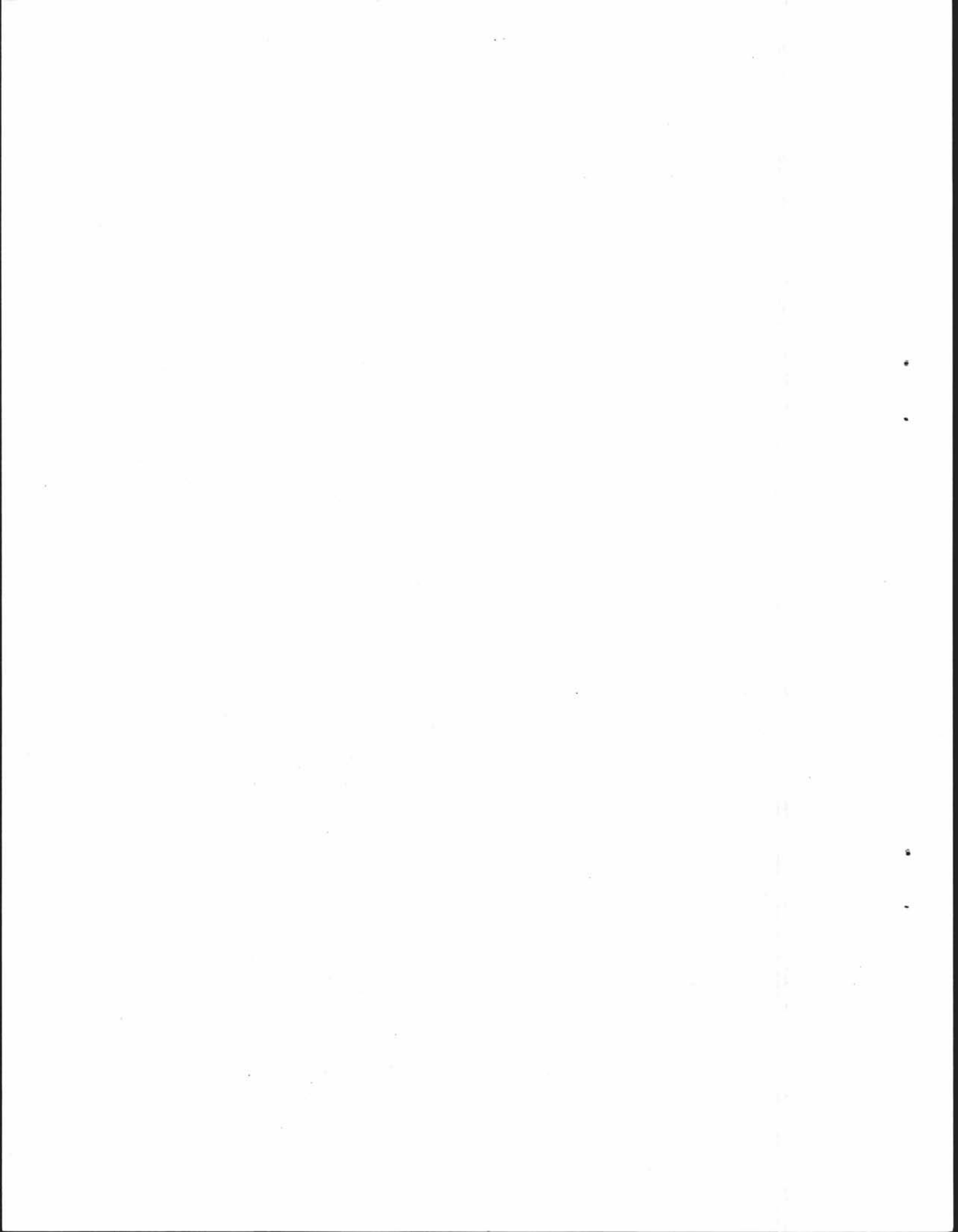
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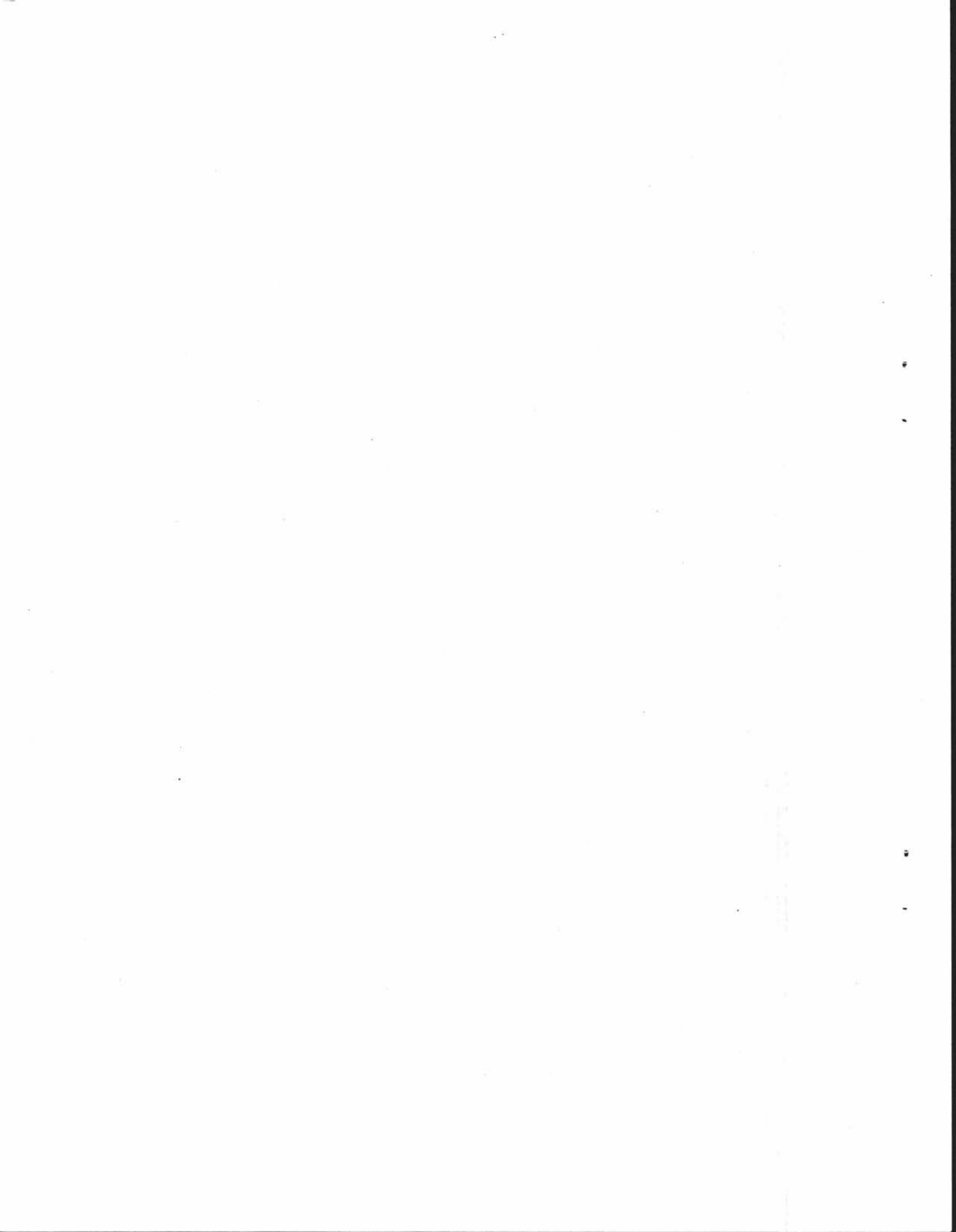
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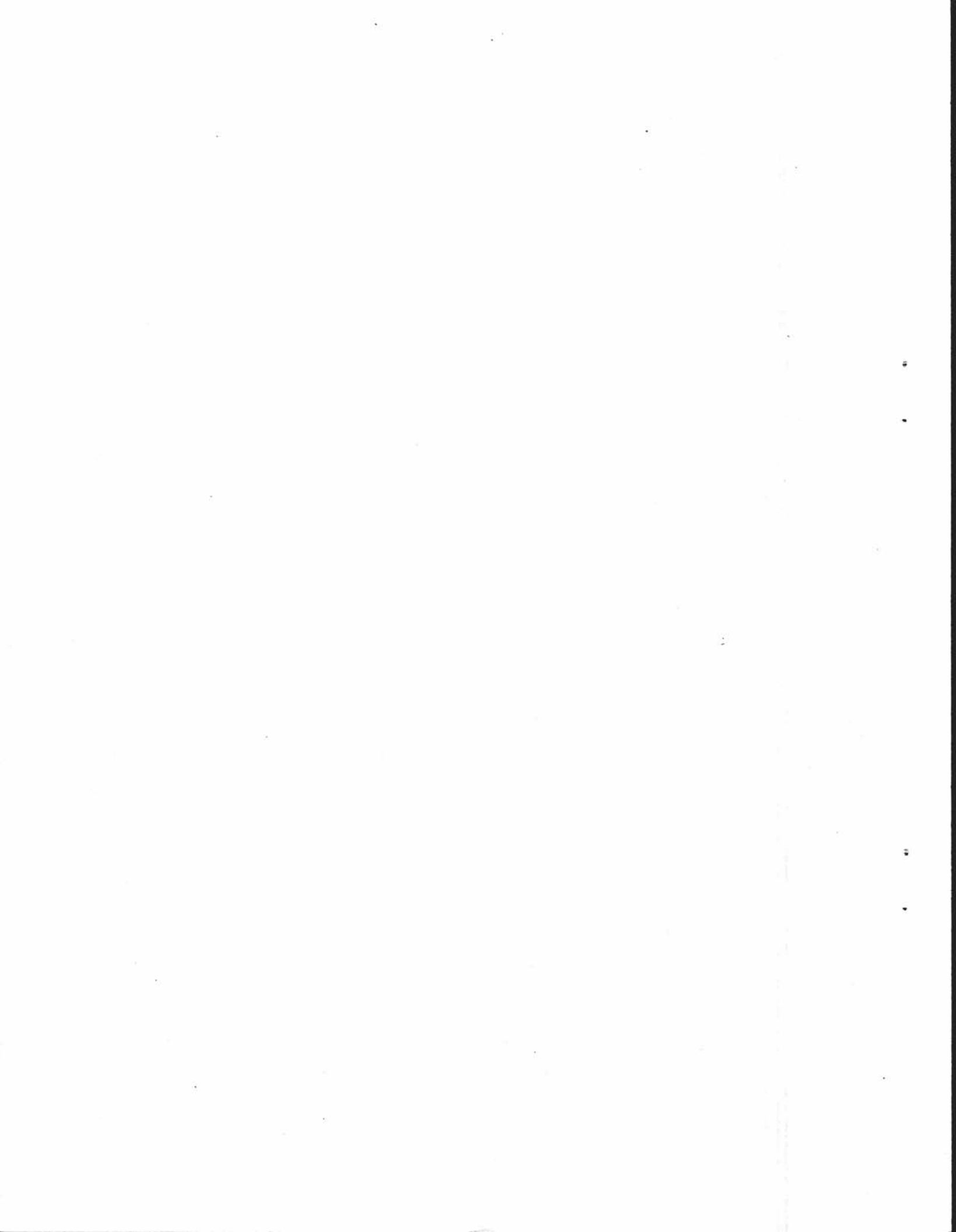
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## ARTICLE I

### PURPOSE

It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the Board and the employees covered hereby, to ensure collective bargaining, and to establish standards of wages, hours, working conditions and other conditions of employment.

## ARTICLE II

### UNION RECOGNITION, AGENCY SHOP, AND CHECK OFF

#### Section 1. Union Recognition

A. The Board hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purposes of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.

B. The term "employee" as used here in shall include all employees in the classification(s) listed in Schedule A.

#### Section 2. Agency Shop

A. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union shall within ninety (90) calendar days of their hire by the Board, whichever is later, become members, or in the alternative, shall as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Board who are members.

B. An employee who shall tender or authorize the deduction of membership dues or service fees uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article, so long as the employee is not more than sixty (60) calendar days in arrears of such dues or fees.

C. Employees who fail to comply with the conditions of this Article shall be discharged by the Board within thirty (30) calendar days after receipt of written notice of such default is delivered to the Board by the Union.

D. If any provision of this Article is deemed invalid under Federal or State Law, said provision shall be

modified to comply with the requirements or said Federal or State law.

E. The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

F. In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fees.

### Section 3. Check Off

A. The Board shall deduct the initiation fee and Union dues from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of the month following that month which said deductions were made together with a listing of each employee with the amount that is deducted each month, provided, however, that the Union shall have submitted to the Board an authorization card signed by the employee from whose pay said deductions are to be made.

B. Such dues as and when deducted shall be kept separate from the Boards general funds, shall be deemed trust funds and shall be forwarded to the Union forthwith.

## ARTICLE III

### NON-DISCRIMINATION

The Board and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as the moral principle involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, sex or age.

## ARTICLE IV

### VISITATION

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

function of the school and its students. The Superintendent of Schools or his designated representative shall accompany the Union on such visits.

#### ARTICLE V

##### STEWARDS

A. The employees shall be represented by a Chief and an Alternate Steward who shall be chosen or selected in a manner determined by the employees and the Union and whose names shall be furnished to the Board in writing by the Union.

B. Reasonable arrangements may be made to allow the Chief and the Alternate Steward time off with pay for the purpose of investigating grievances and negotiating meetings after arrangements have been made with their supervisor.

C. During their term of office, the Chief and Alternate Steward shall be deemed to head the seniority list for the purpose of lay off and recall only, provided they are qualified to do the required work. Upon termination of their term, they shall be returned to their regular seniority status.

#### ARTICLE VI

##### SAFETY PRACTICES

A. The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work, in accordance with the provisions of the Occupational Safety and Health Act, State and local regulations.

B. The employee will notify the Board in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Board upon notification of an alleged unsafe condition shall investigate such condition and shall be expected to make adjustments in such condition, if in the Board's investigation, the alleged unsafe condition is found to be a hazard to the employee.

C. Repeated notices of job hazards which do not turn out to be substantiated shall be cause for written warning. Continual unsubstantiated notices shall be subject to Article XI.

D. If employer notices of possible hazards are not resolved, the issue may become part of the grievance procedure at the third step.

## ARTICLE VII

### JURISDICTION

Persons not covered by the terms of this Agreement shall not perform work covered by this Agreement except for the purposes of instructional training, experimentation or in cases of emergency.

## ARTICLE VIII

### CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Board. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members nor shall contracting or subcontracting result in the reduction of the present work force as is now in effect, nor in the event of the extension of service shall contracting or subcontracting be used to avoid the performance of work covered under this Agreement.

## ARTICLE IX

### SENIORITY

A. A full time employee shall be defined as any regularly schedule Driver or Aide who works four (4) or more hours per day. Any regular daily assignment of less than four (4) hours and/or any Substitute Bus Run" shall be assigned to Substitute Drivers on the basis of seniority. All newly hired employees shall be on probationary status for 45 working days taken from and including the first day of employment. If at any time prior to the completion of the prescribed probationary period, the employee's work is unsatisfactory, the employee may be dismissed by the Board during this period without appeal by the Union. Probationary employees who are absent during the prescribed probationary period shall work additional days equal to the number of days absent and such employee shall not have completed their probationary period until these additional days have been worked.

B. After satisfactory completion of the probationary period the seniority date of the employee shall be retroactive to date of hire.

C. Employees shall be laid off and recalled according to their seniority in their classification. An employee on scheduled lay off shall have the right to displace a lesser seniority employee who is in a lower rated classification provided the senior employee is qualified to hold the position held by the least seniority employee.

D. An employee will lose their seniority for the following reasons:

1. The employee resigns.
2. The employee is discharged for cause.
3. The employee retires.

E. An updated seniority list shall be made available to each employee covered by this Agreement on or about November 1st of each year. Such list shall contain each employees date of employment, location and classification. Seniority in the classification shall be as of the date of entry into the classification.

F. Seniority shall be retained within the bargaining unit for an employee who is transferred to a supervisory position, with that employee having the right to exercise the seniority that they earned while they were a member of the bargaining unit, and such employee shall have the right to return to the bargaining unit in the event that such employee vacates their supervisory position.

G. In the event two or more employees are hired on the same date, seniority shall be determined by the first letter of the last name by alphabetical order.

## ARTICLE X

### TRANSFERS AND PROMOTIONAL PROCEDURE

#### Section 1. Vacancies and Newly Created Positions

Notice of all vacancies and newly created position shall be placed in each employee's mail slot within one (1) pay period from the date of vacancy and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position provided the employee has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: the type of work, the place of work, the starting date, the rate of pay.

## Section 2. Temporary Vacancies

All temporary vacancies which are caused by the granting of a leave of absence for in excess of thirty (30) calendar days to an employee covered by this Agreement shall be filled as prescribed in Section One of this Article. A temporary vacancy shall be considered to be temporary vacancy as long as the regular employee is off the job but is due or scheduled to return to the job. In the event it is determined that the regular employee will not be returning to the job, that position will then be considered to be vacant and will be filled as specified in Section One of this Article. All temporary vacancies which are caused by any other reasons other than through the employee being granted a leave of absence shall be filled by a substitute employee.

## ARTICLE XI

### DISCIPLINE - DISCHARGE

A. Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes with the employee(s) having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, dishonesty, insubordination, and willful violation of agreed upon Board's rules.

Drivers must notify the superintendent or his designee in writing of any moving violations that result in points on his/her driving record. Bus drivers will be discharged if accumulated points result in the loss of the driver's license.

B. An employee may be dismissed, suspended or disciplined without pay, pending investigation and if the dismissal, suspension, or other disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, full seniority rights, and all other fringe benefits that the employee would have earned during the suspension or dismissal period. If the dismissal is sustained or the suspended employee is not reinstated through the grievance procedure, the employee shall be deemed dismissed as of the date such action was taken.

C. In the event that a driver is unable to maintain the proper amount of discipline and control of the passengers on their bus, such driver or drivers shall be

subject to removal from their run(s) and the Board shall then meet with the Union in order to secure a satisfactory replacement driver for such run(s).

D. The Union with the specific written consent of the employee shall have the right to review the personnel file of an employee within the bargaining unit, upon making request to the Administration of the School District. An employee, upon making request shall have the right to review the contents of their own personnel file maintained by the Board. Such review of personnel files must be done in the Board of Education offices under the supervision of a designated school employee.

## ARTICLE XII

### LEAVE OF ABSENCE

A. An employee who because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work, shall be given a leave of absence, without pay for a period of up to one (1) year for such disability, which may be extended by mutual agreement between the parties provided the employee promptly notified the Board of the necessity therefore and provided further that the employee supplies the Board with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Board.

B. Leaves of absence, without pay shall be granted for up to one (1) year for physical or mental illness, prolonged serious illness in the immediate family of the employee which shall include husband, wife, children or parents.

C. Leaves of absence, without pay may be granted for reasonable periods of time for training related to an employee's regular duties in an approved educational institution.

D. Whenever an employee shall become pregnant, the employee shall, by the end of her fourth (4th) month, furnish the Board with a statement from a physician stating the approximate date of delivery and any restrictions on the nature of work that the employee may be able to do and the length of time they may continue to work. When the employee is required to interrupt employment upon the advice of her physician, the employee may use sick days during her disability or the employee shall immediately be granted a leave of absence. Upon return to work the employee will be required to furnish a signed medical statement to the Board from the physician indicating that

the employee is physically able to return to work.

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

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

G. Any employee in the bargaining unit elected or appointed to a full time office or position in the Union whose duties require their absence from work shall be granted a leave of absence, without pay for the term of such office or position.

H. All reasons for leaves of absence, without pay shall be in writing stating the reason for the request and the approximate length of leave requested with a copy of the request to be maintained by the Board, a copy furnished to the employee and a copy sent to the Union. An employee who is granted a leave of absence, without pay as per their written request for such leave, and then uses such leave for a purpose other than the reason requested said employee shall be subject to disciplinary action by the Board.

I. An employee who meets all of the requirements as herein before specified shall be granted a leave of absence without pay and the employee shall accumulate seniority during their leave of absence and the employee shall be entitled to resume their regular seniority status and all job and recall rights. An employee who is either returning from a leave of absence or who requires an extension of their leave of absence beyond the date that they were scheduled to return to work, shall notify the Administrative Assistant in writing as to their intention to either return to work on the agreed date, or to request an extension of their leave of absence beyond the agreed upon return date, by no later than two (2) weeks prior to their scheduled date of return to work. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employee and the Board.



J. Employees may take accumulated sick days or request a medical leave without pay. All leaves of absence will be without pay.

### ARTICLE XIII

#### GRIEVANCE PROCEDURE

##### Definitions

A. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this Agreement.

B. Any grievance which is not appealed within the specified time limits set forth in that step level shall be considered settled on the basis of the decision rendered at the previous level. If the answer to a grievance is not given within the specified time limits of the step level, the appealing party may automatically appeal the grievance to the next step level of the grievance procedure.

C. The term "Supervisor" as used herein shall be construed to mean the Transportation Director.

D. The time elements in the steps may be shortened, extended or waived upon written agreement between the parties.

E. For the purpose of processing grievances, working days shall be defined as those days when school is in session.

F. A grievance concerning alleged safety hazards may be processed directly to Step Three of the grievance procedure.

G. Any employee or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the condition given rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee first became aware of the condition giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

##### Step One

A. Any employee having a grievance shall discuss the grievance with the Transportation Director, and then if the grievance is not settled orally, the employee may

request a meeting with the Chief Steward to discuss the grievance. A written document signed by both parties will be used as evidence that a meeting was held.

B. The Chief Steward then may submit the grievance in writing to the transportation Director stating the remedy or correction requested plus the facts upon which the grievance is based and the alleged contract violation. The employee and the Chief Steward shall sign the grievance.

#### Step Two

A. The Chief Steward shall meet with the Transportation Director to discuss the grievance within five (5) working days of its written submission to the Transportation Director.

B. The Transportation Director shall give a decision in writing relative to the grievance within ten (10) working days of the meeting with the Steward.

#### Step Three

A. Any appeal of a decision rendered by the Transportation Director shall be presented in writing to the Business Manager stating the reason or reasons why the decision of the Transportation Director was not satisfactory, within five (5) working days from the decision rendered by the Transportation Director.

B. The Business Manager shall then meet with a Business Representative of the Union within five (5) working days from the date of submission of the appeal of the grievance to the Business Manager.

C. The Business Manager shall give a decision in writing relative to the grievance within five (5) working days of the meeting with the Business Representative of the Union.

#### Step Four

A. Any appeal of a decision rendered by the Business Manager shall be presented in writing to the Superintendent of Schools, stating the reason or reasons why the decision of the Business Manager was not satisfactory, within five (5) working days from the decision rendered by the Business Manager.

B. The Superintendent of Schools shall then meet with a Business Representative of the Union within five (5) working days from the date of submission of the appeal of the grievance to the Superintendent of Schools.

C. Within five (5) working days of the meeting with the Business Representative of the Union, the Superintendent of Schools shall give a decision in writing relative to the grievance.

#### Step Five

A. Any appeal of a decision rendered by the Superintendent of Schools shall be presented to the Board of Education within five (5) working days and the Board of Education shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason or reasons why the decision of the Superintendent of Schools was not satisfactory.

B. The Board of Education shall give a decision in writing relative to the grievance within fifteen (15) calendar days of its meeting with the Business Representative of the Union.

#### Step Six

A. In the event that the appealing party is not satisfied with the disposition of the grievance by the Board of Education, the appealing party may within fifteen (15) calendar days of receipt of the written decision rendered by the Board of Education, submit the grievance to Arbitration. The appealing party shall request the Federal Mediation and Conciliation Services to submit a list of seven (7) persons to both parties. The representatives of the board and the Union shall determine by lot the order of elimination, and thereafter each shall in that order alternately eliminate one (1) name until only one (1) remains. The remaining person shall thereupon be accepted by both parties as the arbitrator.

B. The arbitrator, the Union or the Board may call any relevant person as a witness in any arbitration hearing.

C. Each party shall be responsible for the expenses of the witnesses that they may call.

D. The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof or to specify the terms of a new Agreement, nor to substitute his discretion for that of any of the parties hereto.

E. The fees, expenses and filing fees of the arbitrator shall be borne solely by the non-prevailing party. In the event the arbitrator grants an award which is either not clearly in favor of either party or does not grant the total relief that the Union is

requesting, but yet does not totally rule in favor of the Board, then the fees, expenses, and filing fees of the arbitrator shall be shared equally between the parties.

F. Neither party shall be permitted to present in the arbitration hearing any evidence whether written or oral that had not been disclosed to the other party in any of the previous step levels of the grievance.

G. The arbitrator shall render a decision within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

H. The decision of the arbitrator shall be final conclusive and binding upon all employees of the Board and the Union.

#### ARTICLE XIV

##### HOURS AND WORK WEEK

###### Section 1. Work Day and Week

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

B. The normal work day shall be whatever would constitute the employee's normal daily assignment.

C. Regular drivers shall be paid for the amount of time required to drive their runs under optimum conditions plus sixty (60) minutes per day to allow for warm-up, cleanup, gassing the bus, normal bad weather time and safety time. Special Education drivers shall be allowed sixty (60) minutes under these provisions. The bus drivers shall be paid a minimum of one (1) hour's pay for any bus run. The substitute drivers shall be paid one-half (1/2) hours pay per day for gas up and warm up time in addition to their regular time.

D. Inclement Weather: The Board will guarantee 180 days of work. If a school delay is announced after 6 a.m., all drivers who are scheduled to report prior to 6 a.m. will be given one (1) hour reporting pay.

###### Section 2. Overtime Rates will be paid as follows:

Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one week for which overtime has not already been earned.

### Section 3. Extra bus runs

A. When extra bus runs are required they will be divided and rotated equally according to seniority among all of the regular bus drivers who have made application to drive extra runs.

B. Extra bus runs are defined as those runs not normally scheduled daily.

C. Application to make extra runs will be made in writing during the first week of school or during their first week of employment, whichever is later. No additional applications will be accepted at a later date. Limit the number of drivers who make application for extra runs to ten (10) drivers. In addition, two (2) drivers shall be considered as back-up in the event a regular extra run driver is absent for thirty (30) or more days. Application for extra runs will occur annually. Seniority will prevail when conducting appointment to the extra run listing. In the event a driver is assigned to an extra run, and is unable to make the run, the next senior employee on the list will be rescheduled. A separate list shall be maintained for weekly extra runs and Saturday/Sunday extra runs and shall be rotated.

D. The refusal of extra runs will result in losing the next two turns in rotation. Three (3) such refusals of extra bus runs will eliminate the driver from the extra run opportunities.

E. Extra bus runs will normally be assigned five (5) working days in advance based on seniority among all eligible drivers.

F. All field trips eight (8) hours or longer, the driver will be allowed a \$10.00 meal allowance.

### Section 4. Substitute bus runs

A. Substitute bus runs are regularly scheduled bus runs which require a replacement drivers.

B. Substitute bus runs will be rotated equally according to seniority among all the substitute bus drivers. Once a substitute driver is assigned to drive a regular run, he/she shall continue driving the run until the regular driver returns. (See Section Specific to Sub-Drivers)

C. In the case where the bus driver gives less than one (1) hour notice that he must be replaced, the Board may secure whoever is available.

D. Sub employees are eligible only for wages but not eligible for any fringe benefits.

E. Within any one semester substitute seniority employees that refuse work more than 50% of the time it is offered, shall have his/her seniority rights broken

#### Section 5. Job Related Duties

A. The Board shall pay the bus driver the regular straight time hourly rate of pay for the actual hours worked for any job related duties which are required of the employees by the Board. The exception will be the maximum of four (4) two (2) hours general meetings to be held during the school year.

The Board shall pay the bus driver a maximum of 3 hours straight time pay for drivers to familiarize themselves with new routes and kindergarten runs. This additional time must have the prior approval of the Director of Transportation.

B. The Board shall pay the bus driver one (1) hour straight time pay for each bus route map that the bus driver routes for their bus run or runs. All employees turning in the bus route maps on the designated date shall be paid on the next regularly scheduled pay period. All other employees turning in bus route maps after the designated date shall be paid when all maps are turned in.

C. Non-authorized passengers will not be allowed on the buses.

D. The board will guarantee 180 days of work.

#### Section 6. Summer Field Trips

Any driver who wishes to be eligible to drive summer field trips shall indicate their desire in writing to the Transportation Director two weeks prior to the end of the regular school year.

When summer runs become available the director shall rotate runs among the eligible employees according to seniority.

### ARTICLE XV

#### BUS RUNS

#### Section 1. Elimination of Bus Runs

Whenever it is determined by the Board that it is necessary to eliminate an entire run or runs, the affected employee(s) shall have the right to exercise their

seniority and bump a lesser seniority driver and assume the lesser seniority driver's total bank of runs, excluding any Kindergarten runs except in the case where the senior driver's kindergarten run is eliminated. An employee who is bumped by a more senior employee would be able to exercise their seniority in the same manner. The employee whose run is eliminated or who is bumped and does not have enough seniority to displace another driver shall either be caused to drive a lesser amount of runs or the employee shall be laid off whichever is applicable. In the event that the employee who bumps a lesser seniority driver reverts back to their run(s) which had been eliminated, the driver(s) who were originally bumped due to the senior driver(s) exercising his or her seniority and displacing the lesser seniority driver shall revert back to the run(s) that he or she drove prior to being bumped by the more senior driver(s).

#### Section 2. Establishment of New Runs/Combining of Existing Runs

All such newly established, combined or consolidated runs shall be posted for bidding as specified under Article X, Section One. No runs, which are not either newly established, combined or consolidated at the time such other runs are either newly established, combined or consolidated, shall be posted for bidding unless such other runs become vacant, and in that event such runs shall be filled as specified under Article X, Section One.

#### Section 3

The right of any employee to runs under provisions of Section One and Two above is subject to his or her having the necessary qualifications to perform the duties of the job involved.

### ARTICLE XVI

#### SICK LEAVE AND FUNERAL LEAVE

##### Section 1. Sick Leave

A. Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month with a limit of one hundred and thirty-two (132) days. One (1) day sick leave per month is only earned for months that the employee draws a pay check from the Board.

B. Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by sickness, pregnancy, injury or for medical, dental or optical examination or treatments. Sick leave

shall be granted also to each employee covered by this Agreement for personal illness for mother, father, and for the members of the employee's family which resides in the employee's household and requires the care and attendance of the employee.

C. Records of sick leave accumulated and taken shall be available to the employees or the Union upon request.

D. Upon the occurrence of an employee using three (3) consecutive sick leave days, the Board may require medical proof of illness.

E. Any employee who reports to work every day as scheduled will be given a \$500.00 bonus at the end of the year. Employees will be allowed five (5) days. They may include personal, sick and funeral. These days will need written verification.

## Section 2. Funeral Leave

A. All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family. For the purpose of this section, "immediate family" shall include the employee's natural parents, stepparents, siblings, spouse, children, grandparents, grandchildren, son-in-law, daughter-in-law, and spouses parents. Additional time off for traveling to said funeral shall be granted and such additional time shall be charged to sick leave. The Board may require proof of funeral leave.

B. The number of days granted under this provision shall not in all cases to specified five (5) working days, but the number of days granted shall be contingent on the relationship of the employee to the deceased family member.

C. Employees may be granted time off to attend the funeral of a non-family member at the discretion of the Transportation Supervisor.

D. In the event of a death of an employee of the Board, funeral leave shall be restricted to representative number of employees within the bargaining unit to attend the funeral with that number to be mutually agreed upon between the Superintendent of Schools and the Chief Steward.

## Section 3. Personal Business Days

Leaves of absence with pay not chargeable against the employee's sick leave to transact nonsocial, non-recreational personal business which is of an urgent nature



and cannot be transacted at another time will be granted as follows: two (2) days per year will be allowed. Arrangements for such personal leave must be made two (2) days in advance with the immediate supervisor, except in an emergency. The specific reason for the personal business leave must be stated in writing. Any unused personal business days will be accumulated into the employee's individual single sick leave bank in addition to their normal earned accumulative sick leave. The Board will no longer allow any deduct time.

## ARTICLE XVII

### INSURANCE PROTECTION

#### Section 1. Hospitalization Insurance

Upon submission of written application, employees who are not covered by Health Insurance coverage elsewhere shall be provided health insurance as follows:

(a) Those employees who have a minimum of ten (10) years of service shall be eligible for fully paid health insurance.

(b) Employees with ten (10) years or less shall receive a subsidy as follows:

6.75 - 8.0 hours fully paid  
5.60 - 6.74 hours 80% paid  
4.00 - 5.59 hours 60% paid

Hours are calculated on the basis of regular runs only.

Coverage shall be according to family status and for a full twelve (12) months.

Benefit recipients of record on July 1, 1984 will continue to receive no less than 75 percent (75%) Board paid insurance for the full twelve (12) months. All covered employees are listed in Appendix A.

Less than four (4) hour employees or employees covered by other insurance will not be eligible for this insurance benefit.

B. Coverage shall be comparable to Blue Cross/Blue Shield Plan A (to include MVF-2) with Master Medical and riders comprehensive Hospitalization, D45NM, IMB, OPC, CC, DCCR, M, MM4 w sup ben, DB-2 FAE, VST, OB, PDP, \$.50 co pay, SA, COB-2 XF, SD, EF, PD-EL reciprocity.

C. The Board reserves the right to obtain insurance benefit coverage through insurance carriers appointed by the board provided coverage's are comparable.

D. In lieu of health care, eligible employees will be allowed a monthly annuity as follows:

\$75.00 - 7/1/93

\$80.00 - 7/1/94

## Section 2. Dental Insurance

A. The Board shall provide fully paid dental insurance for all regular employees and their dependents of record on July 1, 1984. The dental insurance provided by the board shall be comparable to Delta Dental Plan D (60-60-60). The following schedule applies to all new regular drivers/aides employed after July 1, 1984:

6.75 - 8.00 hours fully paid

5.60 - 6.74 hours 80% paid

4.00 - 5.59 hours 60% paid

B. The Board shall pay the herein described insurance premium for each employee covered by this Agreement for the full twelve (12) months of each year and with such payments to be maintained by the Board for a person who is on a medical leave of absence.

## Section 3. Vision Insurance

The Board shall pay the full premium for full time (6.75 - 8.00 hours) employees and their dependents for a Vision Policy equal to VSP Vision 1.

## Section 4. Long Term Disability Insurance

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

1. The plan shall have a ninety (90) calendar day waiting period with the employee to receive the payments for such insurance as of the ninety-first (91st) calendar day.
2. The plan would pay the premiums to an eligible employee up to the age of sixty-five (65) in the case of disability.
3. The plan would pay sixty percent (60%) of the employee's normal monthly earnings to a maximum benefit of \$2,500.00

Section 5. Life Insurance

Seniority employees with regular runs shall be provided \$10,000.00 life insurance effective July 1, 1992.

Section 6.

A. Notwithstanding the provisions of the Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other required matters.

B. The Board by payment of the premium payment required to provide the coverages set forth herein shall be relieved from all liability with respect to the benefits provided by the insurance company; failure of any insurance company to provide any of the benefits for which it has contracted for any reason shall not result in any liability to the Board of Education, nor shall such failure be considered a breach of any obligation by either of the two organizations.

C. Disputes between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established herein.

ARTICLE XVIII

HOLIDAYS

A. The Board will pay the normal days pay for the following holidays for all employees covered by this Agreement even though no work is performed by the employee:

New Year's Eve Day	New Year's Day
Thanksgiving Day	Day After Thanksgiving
Good Friday	Memorial Day
Christmas Eve Day	Christmas Day
Labor Day	
Day before or after Memorial Day if school is not in session.	

B. Employees required to work on any of the above named holidays shall receive double time for hours worked in addition to the regular holiday pay.

C. In the event that the employee is on sick leave on any of the above named holidays, the employee shall have that day charged against their allowable sick leave. (Sub will receive Holiday Pay)

D. Employees off sick on the holiday, the day before and after the holiday may be required to submit medical proof of illness to receive holiday pay.

#### ARTICLE XIX

##### DRIVER LICENSING

Bus Drivers shall obtain a C.D.L. license as issued and approved by the State of Michigan before they shall be allowed to operate a school bus. The cost of this license shall be paid by the Board annually provided the employee completes a full work year. Reimbursement will be made by check other than the salary check. If a driver fails the C.D.L. test, they will be suspended from driving, immediately without pay for one (1) month or until the exam is passed. Benefits will be received for the one month. If driver fails the test three (3) times, he/she will be terminated.

#### ARTICLE XX

##### JACKETS

Each employee covered by this Agreement will purchase their own wind breaker type jacket (all jackets will be identical). Reimbursement will be to all bus drivers who are assigned a regular bus run only. One-half (1/2) year reimbursement at the end of the one (1) full year of regular employment, one-half (1/2) reimbursement at the end of the two (2) full years of regular employment. Substitute drivers who have completed one (1) year of service with the district shall be eligible for this provision.

#### ARTICLE XXI

##### PHYSICAL EXAMINATIONS

Bus Drivers shall annually be given a physical examination. Bus drivers may elect to obtain their physical examination from the physician specified by the Board, or the physician of their choice, provided that the physician completes the examination form provided by the Board. In the event an employee elects to go to their own physician, the Board shall pay only the amount equal to the fee they are paying to their specified physician. The employee shall be responsible for any additional fees.

Drug testing will be done according to State and Federal Laws.

## ARTICLE XXII

### JURY DUTY

Employees required to appear for jury qualifications or service shall receive their pay from the Board for such time lost as a result of such appearance or service less any compensation received for such jury service. Employees shall notify their supervisor as soon as they have received notice for jury duty. The Board will make every effort to secure a release.

## ARTICLE XXIII

### SUMMER EMPLOYEE(S)

A. Employees who are regularly scheduled to work during the summer months of the year shall earn one (1) days paid vacation for each five (5) days in which the employee(s) work during the summer.

B. These same employee(s) shall receive July 4th as a paid holiday.

C. Will receive paid vacation after the summer runs.

## ARTICLE XXIV

### CLASSIFICATION AND COMPENSATION

A. The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification(s) as set forth on Schedule A Attached hereto and made a part hereof by reference.

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

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

## ARTICLE XXV

### SCOPE, WAIVER AND ALTERATION OF AGREEMENT

#### Section 1.

No Agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained here in shall be made by any employees or group of employees with the Board unless executed in writing between the parties hereto and the same has been ratified by the Union and the Board.

#### Section 2.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and condition herein.

#### Section 3.

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## ARTICLE XXVI

### BINDING EFFECTIVE AGREEMENT

#### Section 1.

This Agreement shall be binding upon the parties hereto, their successors and assigns.

#### Section 2.

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and restrictions imposed upon the Board and the Union.

## ARTICLE XXVII

### RIGHTS OF THE BOARD

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

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

departments, divisions or subdivisions, buildings or other facilities.

8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies including all accounting procedures and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing and training of employees providing such selection shall be based upon lawful criteria.

#### ARTICLE XXVIII

#### STRIKES AND LOCK OUTS

##### Section 1

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

##### Section 2.

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



ARTICLE XXIX

TERMINATION, CHANGE OR AMENDMENT

A. This Agreement shall continue in full force and effect until June 30, 1995.

B. If either party desires to terminate this Agreement, it shall ninety (90) calendar days prior to the termination date give written notice of termination. If neither party gives notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.

C. If either party desires to modify this Agreement, it shall ninety (90) calendar days prior to the termination date or any subsequent termination date give written notice of amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendment that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

D. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified mail addressed to the International Union of Operating Engineers, Local 547, AFL-CIO, 24270 West Seven Mile Rd. Detroit, Michigan, 48219, and if to the Board addressed to the Airport Community Schools, 11270 Grafton Road, Carleton, Michigan 48117, or to any other such address the Union or the Board may make available to each other.

E. The effective date of this Agreement is July 1, 1992.

ARTICLE XXX

SUBSTITUTE BUS DRIVERS

Section I

A. Holiday Pay - If the sub drives the day before and the day after a holiday, he/she will receive holiday pay (must

sub on the same run). The regular driver will not receive the pay for that holiday.

B. Sick Pay - If any employee works 80 hours per calendar month, he/she will be entitled to one (1) sick day for that calendar month.

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

C. Assignment Rotation

- a. Two assignment lists will be maintained:
1. Long Term (3 days)
  2. Less than 3 days, individual list.

D. Any driver that is assigned four (4) hours or less is considered a Substitute Bus Driver.

E. Once all of the other Substitute Bus Drivers have had the opportunity to drive during the week on either of the lists, then Earl Heiss will be eligible for both lists on the next Monday.

F. If sub drivers are called for aides then the hours will not be counted against them. (Emergency Only)

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

AIRPORT COMMUNITY SCHOOLS  
BOARD OF EDUCATION

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 547

Bruce M. McEwen  
President

Pip Bellup  
Business Manager

Jerry H. Schur  
Secretary

Drew Stomowski  
President

\_\_\_\_\_

Jennifer G. Pudeau  
Recording-Corresponding  
Secretary

SCHEDULE A

SALARY SCHEDULE

CLASSIFICATION	NEW HIRES	BASE RATE	BASE RATE
	BASE RATE	93/94	94-95
BUS DRIVERS	\$10.29	\$11.68	\$12.03
BUS AIDES	\$ 8.14	\$ 9.24	\$ 9.52
EXTRA TRIPS	\$ 7.98	\$ 9.06	\$ 9.33

3% retro check for all drivers and aides for 92-93

The Board will maintain insurance coverage through the 94-95 school year.

All regular full time employees will qualify for longevity based on the following schedule:

10 years = \$100  
15 years = \$150  
20 years = \$200

Longevity will be paid at the end of the employees normal school year.

