

3164

6/30/97

AGREEMENT

between

BOARD OF EDUCATION

of the

LAPEER COMMUNITY SCHOOLS

and

**SERVICE EMPLOYEES
INTERNATIONAL UNION**

LOCAL 591, AFL-CIO

UNIT #170 - TRANSPORTATION

1996-97

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Lapeer Community Schools

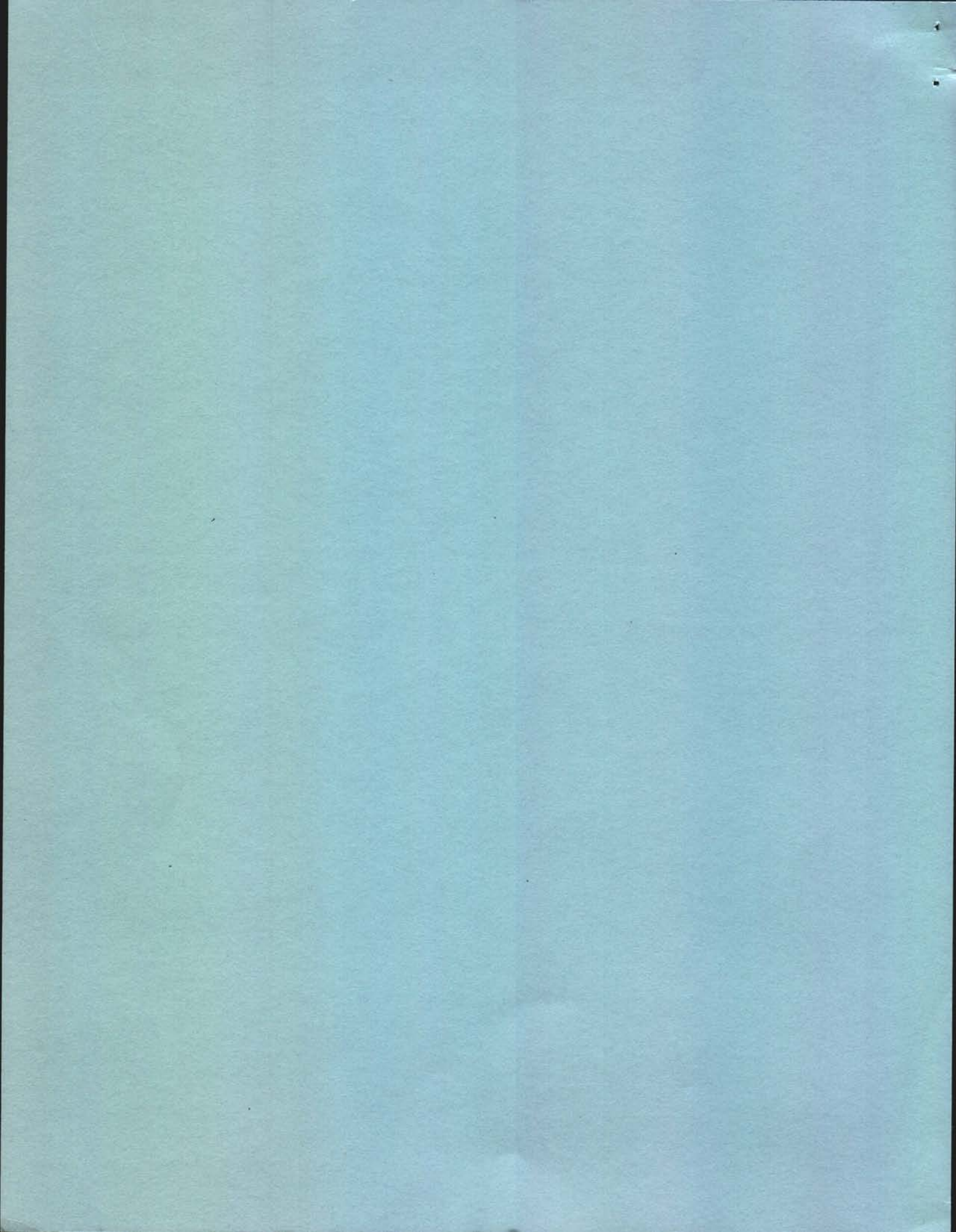
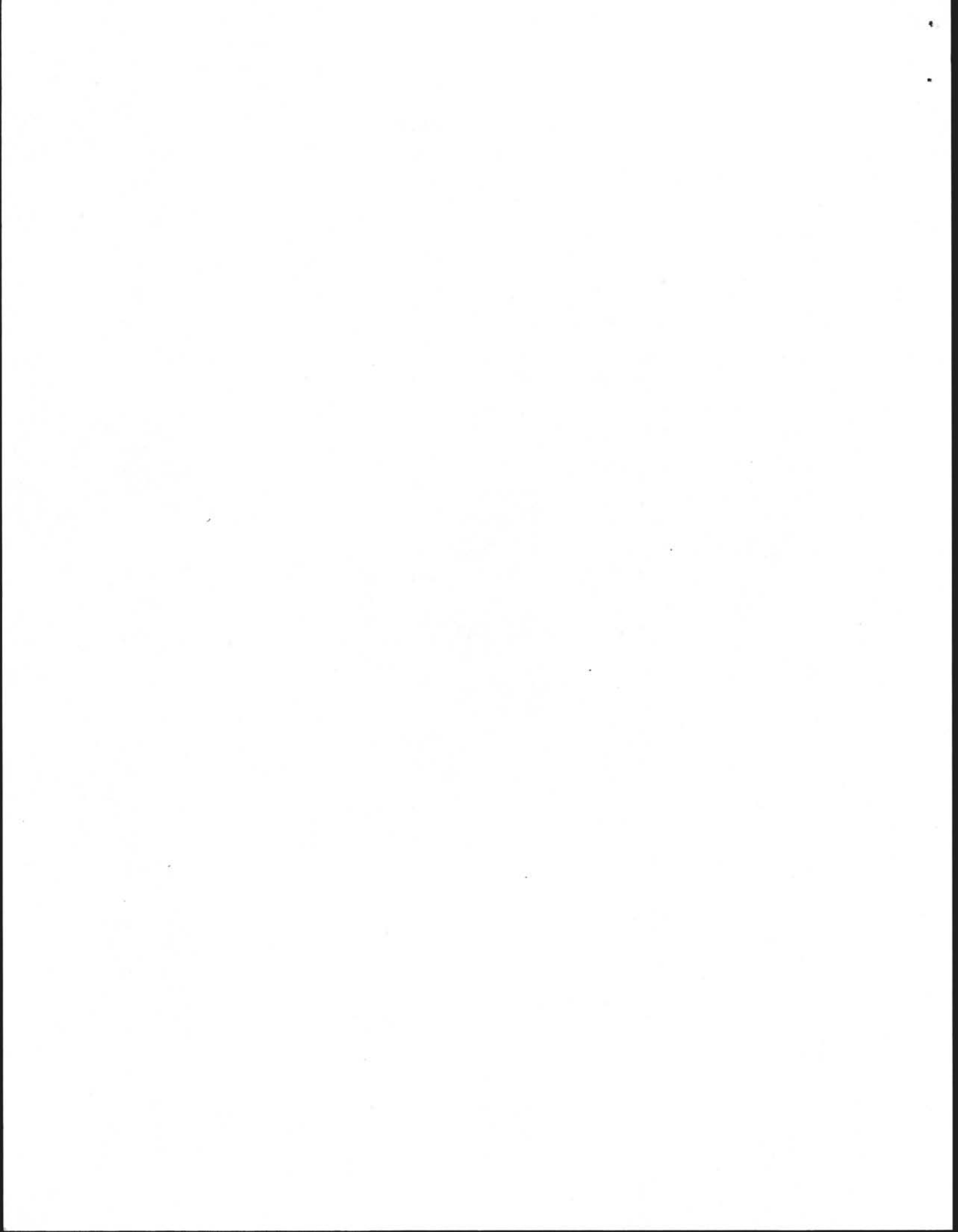


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AGREEMENT

This Agreement entered into this seventh day of November, 1996, by and between the Lapeer Community Schools Board of Education hereinafter called the "Board" and the Service Employees International Union, AFL-CIO, Local 591, Unit #170 hereinafter called the "Union".

WITNESSETH:

PREAMBLE

WHEREAS it is the intent and purpose of the parties hereto that this Agreement shall set forth their agreement on rates of pay, hours of work, and terms and conditions of employment of the Board employees covered by this Agreement.

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

ARTICLE I **DEFINITIONS**

Section 1

The terms "Board" and "Union" shall include authorized officers, representatives, and agents. Despite reference herein, the "Board" and "Union" as such, each reserves the right to act hereunder by committee, or designated representative.

Section 2

Reference to male employees shall include female employees.

ARTICLE II **RECOGNITION**

The Board hereby recognizes the Union as the exclusive bargaining representative for:

ALL FULL TIME AND REGULAR PART TIME BUS DRIVERS AND MECHANICS OF THE LAPEER COMMUNITY SCHOOLS EXCLUDING ALL SUPERVISORS, ADMINISTRATORS, TEACHERS, PARAPROFESSIONALS, CUSTODIANS, OFFICE CLERICAL, TEMPORARY AND SUBSTITUTE EMPLOYEES, AND ALL OTHER SCHOOL DISTRICT EMPLOYEES.

ARTICLE III
UNION SECURITY AND DEDUCTION OF UNION DUES

Section 1

All employees who are presently working under this Agreement shall not be required to become members of the Union, and all new employees hired during the term of this Agreement shall not be required to become members of the Union, but shall make payments to the Union in the same amount and in the same manner as Union members and shall do the above as a condition of employment.

Section 2

During the term of this Agreement the Board will honor written assignments of wages to the Union for the payment of Union dues, initiation fees, and special assignments. Such written assignments shall be in a form consistent with the laws of the State of Michigan and this Agreement. The Board will continue to honor those written assignments already in its possession.

Section 3

The Union shall notify the Board in writing of the amount of such dues, fees and assignments. The Board will cause such dues, fees, assignments to be remitted promptly to the Union. Normally, deductions will be made on the last pay period of each month. The Board shall provide, each October, a master list of all unit employees and the amount paid by each. In subsequent months the Board shall provide a copy of the October list and a list of all additions and deletions.

Section 4

All employees presently employed by the Board of Education shall make the above payment to the Union on the first full pay period after the ratification of the current contract by members and the Board. All new employees hired during the term of this Agreement shall make the above payments to the Union after thirty (30) work days of employment with the Board of Education.

Section 5

The Board shall provide the Union, at the time of hiring for each new employee, the name, assignment, and the date of hire for the new employee. The Board shall inform the Union on the date of return of any employees returning from leave of absence. The Board shall inform prospective employees prior to hiring of the contents of this article.

Section 6

The Union agrees that the amounts paid to the Union by non-union member employees must be established consistent with the applicable laws and administrative law interpretations regarding non-union member employee representation costs. Furthermore, the Union shall not request the Board to collect any fee, assessment, or contribution from

any employee for which to do so would be a violation of the then applicable interpretations of the laws governing such payments.

Section 7

The Union shall indemnify, protect and save harmless, the Board against any and all claims, demands, suits or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the Board for the purposes of complying with the provisions of this Article.

**ARTICLE IV
UNION RIGHTS**

Section 1

The employees and the Union, as their exclusive bargaining representative, shall have and enjoy all the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965 as amended from time to time and by other applicable statutes now or hereafter enacted except as expressly limited by the terms of this Agreement.

Section 2

The Board agrees to furnish the Union in response to reasonable requests from time to time, all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and other such information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the drivers, their passengers, together with information which may be necessary for the Union to process any grievance or complaint. Such requests must be in writing and specifically designate the material requested. For materials not normally mass-produced a reasonable cost/charge may be required.

Section 3

The Union and its members shall have the right to use school building facilities at all reasonable hours for meetings, providing such use does not interfere with previous building commitments.

Section 4

Duplicating machinery shall be available for Union use. Materials used solely for the benefit of the Union shall be paid for by the Union. Materials used for preparation of items of mutual and common use shall be provided without cost by the Board.

Section 5

The Union shall appoint stewards and alternate stewards. No steward or alternate, regardless of when selected, shall function as such until the Board has been notified in

writing by the President of the Local Union, Chairperson of the Unit, or an International Union or Council Officer of his election.

Section 6

Stewards and their alternates and other Union officials shall be permitted to engage in contract negotiations and adjustment of grievances subject to the limitations set forth in this Agreement.

Section 7

Any steward or alternate steward having an individual grievance in connection with his own work may ask that another steward or alternate or Union Official assist him in adjusting the grievance with his supervisor.

Section 8

Bulletin boards shall be erected in a conspicuous place for the purpose of posting notices of Union business or activities. In no case shall obscene or scurrilous printed or written matter be placed on any bulletin board. All materials posted on bulletin boards shall indicate the organization responsible for the material and clearly indicate the author's identity. Bulletin boards used for the above purpose shall be in areas not commonly frequented by students.

Section 9

All notices required to be given by this Agreement shall be sufficient if mailed to the Board by ordinary mail to such address as the Board shall direct in writing. All notices required to be given to the Union by this Agreement shall be mailed to the Union by ordinary mail, addressed to 1305 West Dayton Street, Flint, Michigan 48504, or to such other address as the Union shall direct in writing. All notices to be given to an employee under this Agreement shall be mailed to his last address recorded in the Board's office. It shall be the responsibility of employees to notify the Board and their immediate supervisor of any change of address and phone number within ten (10) days of such change. If the employee does not do this, the Board's obligation is fulfilled and shall not be a factor in a grievance.

**ARTICLE V
MANAGEMENT RIGHTS**

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights and authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing, the right to:

1. Manage and control the school's business.

2. Direct the working forces and promote, reassign, layoff, and transfer employees as may be necessary as per contract.
3. Determine the size and placement of the working force and location of all work operations.
4. Adopt and enforce reasonable rules and regulations.
5. Determine all services, supplies, and equipment necessary to continue operation.
6. Determine standards of operation and goals for improvement.
7. Determine qualifications for employees generally and the specific qualifications for various positions.
8. Determine all financial policies and operations.
9. Determine the supervisory organization for all operations.

ARTICLE VI LEAVE PROVISIONS

Section 1

The Board and Union agree that regular attendance of all employees is essential to the proper operation of the Board's transportation operations. Further, it is agreed that the leave provisions here set forth provide for the reasonable absences from work of employees. The Board reserves the right to investigate suspected abuses of the leave privileges and to require reasonable proof when evidence exists that abuse has occurred. Furthermore, the Board has the right, limited by the provisions of this Agreement and applicable laws, to discipline employees for abuse of leave privileges or for excessive absenteeism or tardiness. The Board confirms the Union's right to use the Grievance Procedure when the Union alleges that the contract has been violated in respect to leaves and absences of employees. It is the responsibility of the employee to notify his/her supervisor of the reason for his/her absence at the time he/she reports his/her absence. Notice of absence from work will only be accepted from the employee or his/her spouse.

Section 2 - Sick Leave

- A. Regular employees shall have one (1) leave day credited to their individual leave account following the completion of each month of regular employment for all work to which they were regularly assigned and scheduled to work at least one half (½) of the scheduled work days in the month. Employees working the full school year may earn ten (10) leave days per year. Mechanics may earn up to twelve (12) leave days per year. Employees must work or be on paid leave at least one half (½) of the work days in a calendar month to be credited with leave days.

- B. The value of a leave day credited to an employee's individual account is based on his/her regular assignment during the month it was earned. Employees who earned leave days on a two run or two hour assignment may need to use several leave days if they have an absence while assigned to a longer work day.
- C. Sick leave day credits may be carried from one year to the next and may accumulate to 540 runs or 720 hours. Employees with greater accumulations as of 6/23/82 shall be allowed to retain and use the excess days.
- D. Sick leave days may be used when an employee's personal illness or physical incapacity makes working impossible or detrimental to the employee's recovery. An employee claiming leave for personal illness extending beyond five (5) consecutive work days shall be required, before being entitled to further sick pay, to submit to his/her immediate supervisor his/her physician's written statement which shall indicate the nature and estimated duration of the illness. Before an employee may return to work after an illness of more than five (5) days duration, a statement shall be submitted to the employee's immediate supervisor from the employee's doctor certifying that the employee is capable of returning to work.
- E. Sick leave days may be used when an employee needs to remain out of work because of the illness, injury, or incapacity of a member of the employee's immediate family, which includes the employee's spouse, children, parents, brother, sister, grandparents or any other person whose relationship is equivalent to that of a household relative. Grandchildren, mother-in-law, father-in-law, daughter-in-law, and son-in-law shall be included in the immediate family provided the employee submits a written statement following such absence, attesting to the fact that the appropriate relative such as the grandchild's parents, etc. respectively were either also not working or for some reason other than work were unable to attend to the child. Sick days in excess of five (5) consecutive work days cannot be used for illness in the family, unless the family member is one who is herein described and has been a member of the employee's household during the previous six (6) months or is a newborn infant.
- F. An employee who resigns and is later rehired is not entitled to previously earned sick leave.
- G. Any employee whose personal illness extends beyond the period of compensation provided by leave day unit provisions shall be granted upon written request, a leave of absence without any pay or fringe benefits except as paid by the employee or as provided by contract for such time as is necessary for complete recovery from such illness, but not to exceed twelve (12) months. Any employee on medical leave of absence without pay or fringe benefits, except as paid by the employee, shall not be entitled to advancement on the salary schedule, but shall be allowed to accumulate seniority up to three (3) months. During such medical leave the employee shall not maintain other employment unless specifically approved by the Board. If not approved the leave shall be cancelled and the employee shall be discharged if he/she does not report to work within five (5) working days of receipt of notification from the Board. The Board may require verification of such extended illness by a physician acceptable to the Board. If the employee's own

physician is unacceptable to the Board, the Board shall pay the cost of examination by a doctor acceptable to the Board.

- H. Any employee who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the disability benefits provided by the Workmen's Compensation Law and the accumulated sick leave benefits herein provided. To the extent that the Board makes payment to the employee for that portion of his salary not reimbursed under the Workmen's Compensation Law, said partial payments shall be charged pro rata against the employee's accumulated sick leave. The employee shall have the option to use or not use sick day credits during such period. The conditions of return to employment shall be the same as in medical leave. Seniority shall accrue during such period and salary schedule experience shall be allowed.

Section 3 - Personal Business Leave

- A. After an employee has completed forty (40) days of satisfactory work as a regular employee he/she is entitled to two (2) days per year (prorated for employees working less than a full year) for personal business. Unused personal business days may accumulate to four (4) days. Personal business days accumulating in excess of four (4) days shall be transferred to accumulated sick leave.
- B. The following explanations of personal business require no further explanation: legal matter, financial matter, moving, marriage of employee or family members. All other requests for use of a leave day for personal business may require further explanation. Whenever possible personal business leave should be prearranged. The Board recognizes that the nature of personal business often precludes explanation and will endeavor to avoid requiring explanation except in cases where evidence of abuse is discovered.
- C. Personal business leave is not to be used for extending vacations, recreation, or any reason not related to personal business which could be conducted outside regular work hours.

Section 4 - Bereavement Leave

- A. An employee may be absent without loss of salary for up to a total of three (3) working days for the death of a member of the employee's immediate family, which shall include father, mother, children, spouse, grandparents, grandchildren, brother, sister, or in-laws of like relationship. These days are not to be deducted from sick leave.
- B. One (1) sick leave day per year could be used for the death of a friend or relative.

Section 5 - Jury Duty

Any employee summoned to jury duty shall be paid his/her regular wage for each working day of absence providing that jury fees less mileage are refunded by the employee to the Board.

Section 6 - Military Leave

Any employee who is called into the armed services of the United States, or who is activated as a member of the reserve forces, or who enlists in anticipation of induction, or who enlists during a period of time when this country is actively engaged in open hostility involving acts of warfare, shall be granted a leave of absence without pay for the period of such absence. Full credit on the salary schedule and uninterrupted seniority shall be granted to those leaving Lapeer's service and returning thereto, provided that the rights under this paragraph will terminate upon any voluntary extension of such military service.

Section 7 - Unpaid Leaves Other Than Medical Leave

- A. Unpaid leave of absence for good cause for one (1) year may be granted at the discretion of the Board subject to the provisions of this Agreement. Unpaid leave of absence for less than one (1) year in duration may be granted at the discretion of the Board subject to the provisions of this agreement not to exceed five (5) days. The Board reserves the right to grant or deny unpaid leave based upon consideration of the merits of each request and consideration of the proper management of the transportation system. Further, the Board reserves the right to establish policies related to unpaid leave provided such policies are not in violation of provisions of this Agreement or existing laws or regulations.
- B. Except as may otherwise herein be provided, all requests for unpaid leave must be in writing. All requests must be submitted at least ten (10) work days in advance.
- C. **Parental Leave:** The employee must present a certifying statement prior to the commencement of the leave.
- D. **Religious Holidays:** Three (3) days leave of absence without pay may be granted to employees who wish to observe traditional and customary religious holidays which require, by custom, full day observance. Such leave shall be granted only if the employee shall file written application therefore with his immediate supervisor at least two (2) working days before such religious holidays.
- E. **Study Leave:** The Board may grant, upon written application, a leave of absence for study. The employee may request one full year for such leave. If the employee does not wish a one year leave he/she may use up to a total of fifteen (15) days in any single year for study leave provided that such leave will not be granted more than three times in a single year even if all fifteen (15) days have not been used.
- F. **Union Leave:** Unpaid leave of absence for Union business shall be granted for either a one year or two year period upon written application to the Board. If the employee does not wish a one or two year leave he/she may use up to a total of fifteen (15) days in any single year for Union business leave provided that such leave will not be granted more than three (3) times in a single year even if all fifteen (15) days have not been used. During the entire period of such leave seniority shall accrue.

- G. **Personal Leave:** Employees having completed ten (10) continuous years of service may be granted a personal leave of one (1) full year. The employee on such a leave will not be entitled to return to employment of the Board of Education until the expiration of the complete year. An employee will only be allowed one (1) such leave while employed by the Board of Education. Upon proper application by the employee the Board may, at its discretion, extend such leave for a second year. Leaves under this category may be granted only upon application in writing to the Board and on approval of the Superintendent.

If they fail to return within ten (10) days after expiration of their leave, or upon being offered an available position, they are automatically terminated from employment with the Board of Education.

- H. **Miscellaneous:** Unpaid leave of absence, except military leave, shall be granted only after the completion of probationary service.

Section 8 - Benefits While on Leave and Return From Leave

- A. **Vacancies Created by Extended Medical and Parental Leave:** Whenever an employee shall request and confirm in writing to be on medical or parental leave twenty (20) work days or more but less than twelve (12) calendar months the Administration and Union representatives shall meet within five (5) work days to review the request. Unless mutually agreed by the parties, upon the employee's written confirmation the position shall be filled through the established procedures for filling such a created vacancy within eight (8) work days of said initial request. Upon return during the same school year in which the leave commenced, the employee shall be returned to the same position. If the return is during the school year following the school year in which the leave commenced, the employee shall be returned as follows:
1. If prior to the August run selection meeting, through the annual run selection process;
 2. If following the August run selection meeting, the employee will return to the least senior position of the same number of runs as she/he held prior to the leave. Article VIII, F. shall prevail both if there exists no least senior position of the same number of runs and for drivers affected by the return from leave. The layoff procedure shall be implemented if necessary. Employees on extended medical leave or parental leave shall be allowed to accumulate seniority up to three (3) months but shall not accumulate experience credit for salary.
- B. **Vacancies Created by Other Extended Leave:** Whenever an employee shall request and confirm in writing to be on unpaid leave (other than provided in Article A of this section) extending more than twenty (20) work days but less than twelve (12) calendar months, the Administration and Union representatives shall meet within five (5) work days to review the request. Unless mutually agreed by the parties, upon the employee's written confirmation the position shall be filled through the established procedures for filling such a created vacancy within eight (8) work days of said initial request. Upon timely request to return the employee

shall be offered the first available position within the work division in which the employee was previously working. Should the employee refuse such position, the leave return right shall be terminated. For mechanics returning from such leave the first available position shall include bus driving positions. Employees on such leaves shall be allowed to accumulate seniority up to thirty (30) days, but shall not accumulate experience credit for salary.

- C. **Benefits While on Leave:** Should an employee be on unpaid leave for less than thirty (30) calendar days all provided benefits shall be extended through the leave period. Should the leave extend beyond thirty (30) calendar days, all benefits shall be terminated on the first day of unpaid leave unless the employee pays the cost of the particular insurance when the company allows individual contribution. Should a leave originally requested to be less than thirty (30) days extend beyond thirty (30) calendar days, the employee shall be responsible for the cost of all fringe benefits provided through the first thirty (30) days.

Section 9 - Emergency Leave

Up to one (1) day may be used per year for emergency or catastrophe such as fire, flood, tornado, and accidents. Such leaves may be considered for extension by written application to the administration.

ARTICLE VII **GRIEVANCE PROCEDURE**

Section 1 - Definitions

A grievance is a claim by one or more employees of improper application or interpretation of the terms of this Agreement.

Section 2

The term employee includes any individual or group of individuals within the bargaining unit hereinbefore defined, and covered by this Agreement. The term days, when used in this Article, shall mean working days.

Section 3 - Purpose

The purpose of this grievance procedure shall be to settle equitably, at the lowest possible supervisory level, issues which may arise from time to time with respect to claims of improper application or interpretation of the terms of this Agreement. Both parties agree that grievance procedures shall be kept as informal and confidential as appropriate at all levels of the procedure.

Section 4 - Representation

Nothing herein contained shall be construed to prevent any individual bargaining unit employee from presenting a grievance and having the grievance adjusted without the

intervention of the Union if the adjustment is not inconsistent with the terms of the Agreement and the Union has been given an opportunity to be present at such adjustment.

Section 5

Any bargaining unit employee may be represented beginning at any level of this procedure by a representative of the Union.

Section 6

Upon request of either party hereto or of the bargaining unit employee or employees involved in a grievance, the latter may be present at any level of the grievance procedure.

Section 7 - Procedure

The time limits provided in this Article shall be strictly observed. The number of days indicated at each level below should be considered as maximum and every effort should be made to expedite and process. The time limits may be extended by mutual agreement by the authorized representative of each party. An employee who believes he/she may have a grievance may discuss his/her concern informally with the supervisor; however, the grievance procedure does not begin until Level I procedures are begun.

Level One: An employee who believes he/she has a grievance shall present, or have a Union representative present, a written statement of the grievance to the appropriate immediate supervisor of the employee. The written statement must include 1) a description of the alleged contract violation; 2) a statement of the contract item involved; and 3) a statement of the relief or adjustment being sought. The Level One procedure must be started within 30 days of the incident giving rise to the alleged grievance. Upon receipt of such written statement the supervisor shall have two (2) days to meet with the grievant to attempt to resolve the grievance.

Level Two: If the grievance is not settled in the Level One procedures, the Union may submit the written grievance and any additional explanations to the Assistant Superintendent for Human Resources. The grievance must be submitted within ten (10) days of the completion of the Level One meeting. The Assistant Superintendent for Human Resources and the aggrieved employee and/or his representative shall meet within five (5) working days immediately following the receipt of the grievance and attempt to adjust the grievance. Within five (5) days after such meeting the administrator involved shall give an answer to the grievance in writing, two (2) copies of which shall be given to the Union. The answer shall set forth the relevant information used in arriving at a decision.

Level Three: In the event the grievance is not settled at Level Two, the Union may appeal the matter to the Superintendent or his designee within five (5) days of receipt of the Level Two response. The appeal shall be initiated by a notice in writing directed to the Superintendent. The appeal shall be heard at the earliest possible date and in all events within twenty (20) working days after the notice of appeal has been filed, the Superintendent shall give his/her answer to the grievance in writing.

Level Four: Within ten (10) working days of the receipt of the answer at **Level Three**, the Union may, by written notice to the Superintendent, request that the matter be submitted to arbitration. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator after notice is given, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which will likewise govern the arbitration hearing.

Section 8

The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Union. Subject to the right of the Board or the Union to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

Section 9 - Powers of the Arbitrator are subject to the following limitations:

- A. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- B. He shall have no power to establish salary scales or to change any salary.
- C. He shall have no power to change any practice, policy, or rule of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board provided that all such actions of the Board are to be conditioned by the specific provisions of the Agreement.
- D. He shall have no power to interpret state or federal law.
- E. If either party disputes the arbitrability of any grievance under the terms of this Agreement on the basis of timeliness or application, the arbitrator shall be required to rule on the arbitrability question first. If the arbitrator determines the grievance is not arbitrable, but still renders an opinion on the merits of the case, then neither party shall be obligated by the arbitrator's decision on the merits of the case. Such opinion shall be considered advisory.
- F. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
- G. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than sixty (60) days prior to the date on which the grievance is filed.
- H. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he may have received from any source during the period of back pay.

Section 10

The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Union and 50% for the Board.

Section 11

Should any employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified, or voluntarily leave the employ of the Board, (except a claim involving a remedy directly benefitting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

Section 12

All preparation, filing, presentation, or consideration of grievances shall be held at mutually agreed times.

ARTICLE VIII
WORKING CONDITIONS

A. Run Selection

1. By August 15 of each year the Administration shall determine the number and configurations of runs needed to most efficiently fulfill the transportation policies of the Board.
2. The Administration will design regular bus driver positions each composed of one (1) to six (6) regular and/or field and sub runs. Some positions may include a combination of both regular run slots and substitute slots. Further, the Administration will endeavor to design positions each composed of the greatest number of runs feasible within the Administrative determinations referred in A., 1. above. Prior to the run selection meeting, the Administration will meet with the appropriate representative(s) of the Union to review positions and allow the Union meaningful input with regard to individual runs and run packages. Runs comprising a position shall be designed to a) most efficiently meet the transportation program of the district; b) allow flexibility in routing to accommodate changes in student residences; c) equalize run times as much as possible; and d) minimize the potential of runs within a position being incompatible. Some positions may include runs of multiple, short trips.
3. All run positions will be posted, with the information necessary for drivers to acquaint themselves with the runs, five days prior to run selection.
4. On or about August 20, all drivers will be able to attend a run selection meeting or submit written requests for positions.

5. The Administration shall assign positions by seniority and by choice. Drivers who are not present or do not submit requests shall be assigned last. Drivers on extended leave at the time of run selection will not be allowed to select runs. If there are more positions than regular drivers, reserve drivers may be assigned positions according to date of hire.

B. Vacancies in Positions

1. After the run selection meeting is completed:
 - a) any vacancies created by creation of new runs shall be filled by seniority with six (6) runs per day being the maximum allowed in any one position.
 - b) Any vacancies created by extended leave (pursuant to Article VI, Section 8.), disability, termination, death, or resignation shall be filled first by available sub and field trip drivers in their time slots, second by available non-sub and field trip drivers, and third by reserve drivers for up to eight (8) work days and, thereafter, shall be filled by seniority with six (6) runs per day being the maximum allowed in any one position.
 - c) After the Administration determines a position to be vacant and to be filled, said position will be filled by a regular bus driver as quickly as reasonable (i.e. will not be covered on a long-term basis by a reserve driver).
2. Only drivers moving to a position of a greater number of runs pursuant to Article VIII, B. 1. a. shall be allowed to move. Drivers will not be allowed to move within positions of equal runs unless the vacancy is a field and sub position. If a driver turns down a package of greater runs, she/he shall be equally eligible for future vacancies as they may arise.
3. When a vacancy is created as the result of creation of new runs, the Administration shall try to combine the vacancy with another assignment to create a position of a greater number of runs. Should the driver of this newly designed greater number of runs position not be eligible by seniority for a position of that number of runs, that driver will be involuntarily transferred to the position of the most senior person in a lower number of runs who will be assigned the higher run position.
4. At the close of the school year all positions become vacant and the process of run selection is repeated annually.
5. Should vacancies exist beyond those which can be filled by available drivers, new employees shall be hired.

C. Changes in Runs

1. The Administration shall have the right to alter routes within a position and across positions for the purpose of balancing work loads and to accommodate changes in student residences.

2. Prior to any major change in a run or runs, including shuttles and transfers, the Union shall have meaningful input and be allowed three (3) days to propose alternatives to be considered by the Administration.
3. In the run selection process the Administration shall advise all drivers of positions which contain runs subject to cancellation or major alteration. Should such a situation occur the driver shall not have the right to a position of more runs.
4. If a driver is experiencing problems in a position which the administration believes may be alleviated by a change in position, the Administration may involuntarily transfer the drivers to a vacancy, if available, during the same time frame. Should no vacancy exist either by another driver volunteering to switch, or a vacant run, the least senior driver in the same time frame could be involuntarily transferred to the position of the driver needing a transfer because of problems.

D. Sub and Field Trip

1. The designing of positions by the Administrations shall include regular positions of one (1) to six (6) runs which will be designated as sub and field trip positions. The number of such positions and the runs provided in each position shall be exclusively determined by the administration. The Administration shall have the right to create additional such positions at any time. If such new positions are created after the run selection process such positions shall be treated as vacancies. The Administration shall have the right to eliminate such positions at any time and the bumping down procedures (Section F) shall apply.
2. Sub and field trip drivers shall be paid at the current field trip rate and regular pay according to experience on all substituted runs. When they are not assigned on a field trip or as a substitute driver because no work is available, they shall be paid at the field trip driver rate for each guaranteed run not actually driven.
3. Sub and field trip driver positions shall be designated as elementary, junior high, or senior high time slots or any combination thereof. When drivers are needed outside their positions-designated time slots, these sub and field trip drivers shall be eligible by seniority and equalization the same as all drivers. Sub and field trip drivers have first priority for all field trips interfering with regular runs; for all other field trips they are eligible with all other drivers on a seniority-equalization basis.
4. Sub and field trip drivers may be assigned to clean and fuel spare buses during sit time.

E. Reserve Drivers

Reserve driver bargaining unit positions may be designated without a specific number of daily slots. Such positions will include work opportunities between 6:00 a.m. and 5:00 p.m. when any of the following conditions exist.

1. Less than 60 minutes notice of the need for run coverage is received; (use of reserve drivers under this condition shall occur only for morning or afternoon runs whichever the less than 60 minute notification pertains to).
2. No other bargaining unit members are available without conflict in their regular assignments;
3. The work opportunity would result in more than forty (40) hours of work per week for an available driver.

Reserve drivers may be used between 5:00 p.m. and 6:00 a.m. only when other bargaining unit drivers are unavailable.

F. Bumping Down

1. When for any reason other than as provided in C-3, a driver is reduced in runs from the runs included in the position selected in the run selection process or the vacancy-filling process, or returning from extended leave, the following procedure shall be followed: a) the driver affected shall bump into the position of the least senior driver who has more runs than the affected driver's position after the reduction (but not to exceed the number of runs the driver had originally); b) the driver bumped out shall have the same right to bump out the least senior person with more runs until the seniority-run relationship is re-established.

G. Miscellaneous Provisions

1. All known transfers shall be posted on runs when submitted to bid subject to review of the parties pursuant to Article VIII, A., 2.
2. The Driver's Handbook shall be prepared each year by the Administration with input from a committee of bus drivers appointed by Union Board and adherence to its provisions is a condition of employment. The contract shall be the prevailing factor if a difference exists between Handbook and contract.
3. Former Lapeer drivers - If a driver has previously been employed and driven for two (2) years or more continuously and had quit with proper notice of at least one (1) week, they may be rehired at years level of experience but with no credit on seniority list.
4. If the Board contends that an employee is not fulfilling her/his responsibilities because of health problems or if the Board believes that an individual bus driver may be unable to safely drive a bus because of physical or mental health problems, the Board may require the employee to have an examination by a doctor designated by the Board and at the

Board's expense. If the doctor determines that the employee is unable to effectively fulfill the responsibilities of his/her assignment, the employee will be placed on medical leave until such time as the Board's doctor certifies the employee's fitness to resume his/her assignment. During this medical leave the employee will not receive any benefits except as paid by the employee or as provided by contract or achieve any seniority provided in this Agreement; however, this period will not be considered a break in service in respect to seniority.

5. Drivers have the responsibility to complete the Michigan School Bus Driver Safety Education Course. Drivers must attend the program as often as required by law.
6. Drivers shall be required to obtain a Michigan Commercial Driver's License at their own expense.
7. Drivers shall secure the necessary physical examination from a doctor designated by the Board. The cost of the required physical examination is to be borne by the Board.
8. All accidents to children while mounting, dismounting, or riding on the bus must be reported by the driver to the supervisor's office.
9. Drivers have the responsibility to leave buses assigned for special trips in the same condition as when it was assigned.
10. Drivers have the responsibility for the safety and welfare of the students while on the bus. When unsafe conditions exist, the driver shall stop the bus and notify the appropriate supervisor. If the conditions do not improve so that the bus can continue, the supervisor shall be notified.
11. Drivers shall be responsible for regularly assigned children. The bus driver is authorized to pick up and dispatch students assigned to bus only at the designated stops.
12. Drivers are not permitted to transport non-scheduled children on their regular runs unless directed by the Transportation Supervisor or building principal.
13. Drivers shall be paid by runs except for special trips which shall be paid at the hourly rate. The run shall include responsibility for pre-trip inspection, gassing bus, cleaning, and when necessary, washing the bus. The necessity for and frequency of bus washing shall be determined by the Transportation Supervisor. Past practice shall prevail in regard to a bus driver's run responsibilities.
14. For each run or pair of runs, a run time shall be established by the Transportation Supervisor. Each run time will include time for completing all responsibilities of the driver for the run(s). Tentative run times shall be

posted at the time of run selection. For paired runs, the run time shall include the layover time. The run time shall show beginning time, ending time, and total work time.

15. The Transportation Supervisor shall be responsible for maintaining appropriate time records for all employees based on the established run times and special trip times. The employee shall have the right to inspect his/her time records upon request at such time as is mutually convenient.
16. Run times shall be reviewed by the Transportation Supervisor upon request of the driver within five (5) days of the request.
17. The driver is responsible for reporting deviations of more than five (5) minutes in the established run time to the Transportation Supervisor. Should there be five (5) deviations reported within twenty (20) working days of the established run time, the run time shall be appropriately adjusted.
18. Deviations in run times which require longer work time shall not result in additional compensation to the driver except if the deviation results in working more than forty (40) hours in the work week or if the deviation is in the category of delayed run time. The additional time shall be calculated in the equalization process for the regular work week.
19. Delayed run time shall be defined as completion of the run more than fifteen (15) minutes after the established completion time because of mechanical failure, unusual road conditions or emergency conditions. Delayed run time cannot apply to the first run of consecutive runs. When a driver believes he/she is entitled to delayed run time compensation he/she must report the time and the reason for the delay on the designated form within two (2) working days. Delayed run time shall be paid in fifteen (15) minute increments at the hourly rate.
20. The Board reserves the right to investigate such delays and to deny payment if the delay was not justified by the conditions involved. The Union has the right to process a grievance if the Union believes the denial was unjustified.

Section 3 - Mechanics Provisions

- A. Mechanics are entitled to a thirty (30) minute unpaid lunch period.
- B. Mechanics are entitled to a morning and afternoon paid break not to exceed fifteen (15) minutes.
- C. Full-time mechanics will be assigned bus driving only when no bus driver is available by phone, radio, or personal contact.

ARTICLE IX
SAFETY AND EQUIPMENT

Section 1

The Board agrees to make provisions for the safety and health of its employees during the hours of their employment and to comply with applicable governmental regulations, requirements, and standards.

Section 2

The provisions of this contract shall be applied to all employees covered by this Agreement without discrimination on account of sex, age, race, color, creed, national origin, religious or political affiliation, union membership or activity.

Section 3

The Board agrees to provide employees with safety items required by law, but not items of personal property such as safety shoes. The Board will not provide items of clothing or equipment which employees may wish for personal convenience.

One set of outdoor coveralls shall be provided to each mechanic.

Should the Board require some item of dress, equipment, or safety equipment be used or worn as a condition of employment the Board shall provide the item.

Section 4

The Board shall maintain adequate public liability and personal damage insurance to protect the employees at all times.

ARTICLE X
SENIORITY

Section 1 - Definition and Purpose

Except as otherwise provided herein this Agreement, seniority is the length of continuous service in any job in the bargaining unit. The purpose of seniority is to determine the right of an employee to any job within the bargaining unit except as may elsewhere be provided in this Agreement.

Section 2 - Retention of Past Seniority

All seniority acquired by any employee prior to the date of this Agreement shall be retained.

Section 3 - Seniority Lists

Seniority lists shall be prepared as soon as possible after the date of this contract, and such lists shall be revised every two (2) months thereafter with notification of employee changes as they occur. A copy of such lists shall be given to the Union and copies thereof shall be posted on the employees' bulletin boards. Each list shall include work division and seniority of each employee.

Each employee shall have the right to challenge the accuracy of the seniority reported for him/her in the first list posted for a period of thirty (30) days after posting. Each employee shall have a similar right to challenge the accuracy of each revised list for a period of ten (10) days after posting. If the accuracy of the list shall not be challenged within the time limit above, it shall be conclusively presumed that the lists are correct.

Section 4 - Loss of Seniority

Employees shall lose seniority when they:

- a) Voluntarily quit;
- b) Are discharged for just cause;
- c) Absent themselves from work without notice for three (3) consecutive working days;
- d) Fail to return from approved leaves of absence unless specifically provided for by this Agreement;
- e) Accept other employment during leaves of absence unless specifically provided for by this Agreement.

Section 5 - Seniority in Work Divisions

- A. Work divisions shall be defined as mechanic and driver.
- B. Seniority is accrued as a mechanic or driver. Seniority is not transferable from one division of employment to another division.
- C. An employee who changes work divisions will have his seniority frozen within the work divisions he/she left and shall have the seniority restored if he/she returns to that division if there has been no break in continuous service to the district. Approved leaves shall not constitute a break in service.

Section 6 - Seniority/Hire Date Determination

- A. Seniority shall not be accrued until the employee has completed the probationary period. Upon completion of the probationary period, the employee shall receive seniority credit from the first day worked and shall thereafter accrue seniority.
- B. In the event the probationary period begins on the same day for more than one employee in a work division, the seniority dates of those employees shall be determined by lot if and when it becomes necessary to break a tie in seniority. Such determination between one or more employees shall be permanent.

- C. Hire date shall be the date upon which a reserve driver works the thirtieth (30th) day as a reserve driver.

Section 7 - Seniority Accrual

Seniority shall accrue equally for all employees in a work division irrespective of the runs or hours worked by the individual employee.

Section 8 - Supervision Returning to the Bargaining Unit

Any member of the bargaining unit at the time of promotion to supervision and who subsequently requests or is returned by management to the bargaining unit shall return to the same class, seniority, and pay level he/she held prior to his/her appointment to supervision provided he/she does not displace any other employee and shall be placed in the first available position.

ARTICLE XI
VACANCIES, TRANSFERS AND POSTINGS

Section 1 - Vacancies and Postings

- A. When a vacancy occurs or a new position is created in the mechanics work division the position shall be posted for all bargaining unit members in the mechanics and bus driver work division. All employees in those two divisions are eligible to apply by written note to the Transportation Supervisor. Should bargaining unit employees apply, the following criteria shall be considered in filling the position: qualifications and seniority as a mechanic first and, if no mechanics apply, seniority as a bus driver.
- B. A bus driver who wishes to be transferred to the cafeteria division or a cafeteria employee who wishes to be a bus driver or mechanic may submit a letter to the supervisor of the division into which he/she wishes to transfer. Such employees shall be considered for transfer, if qualified, prior to hiring a new employee for a vacancy. Such employee shall have the right to inquire as to the status of his/her note at any time.
- C. The positions of Transportation Supervisor, Assistant Transportation Supervisor, and Mechanics Supervisor shall not be posted and the filling of such positions is not subject to any terms of this Agreement.
- D. Trial Period: Any employee assigned to fill a vacancy as a result of his/her request to transfer or any employee receiving promotion shall be given up to a maximum of ten (10) working days to prove his/her ability to perform the required duties of the position. If unable to qualify as determined by the administration or if the employee is not satisfied with the job and wishes to return to his/her former position, the employee shall be returned, without prejudice, to his/her former position and previous rate of pay. On or before the tenth (10th) day of such trial period the employee's ability to do the required work must be evaluated by his

immediate supervisor, who shall give consideration to the employee's willingness to work, his/her ability to do the required work, and his/her progress in achieving the skills he/she has had opportunity to learn. If the supervisor shall determine that the employee has not proved his ability to do the work required within the trial period, the employee next entitled to the job shall be granted trial period in turn until the vacancies are filled. No transferred employee who has successfully completed the ten (10) day trial period herein required in the classification in which the vacancy occurs shall be required to complete another trial period in the classification in which the vacancy occurs.

- E. Vacancies created by employees completing a trial period in a new position shall not be posted and shall be filled on a temporary basis until the employee completes the trial period.

ARTICLE XII LAYOFF AND RECALL

Section 1 - Layoff

- A. When any employee within any work division is laid off, the employee with the least seniority shall be laid off first. The Board shall provide employees with at least seven (7) calendar days notice of their intended layoff.
- B. Any employee laid off within a work division who has previously earned seniority in another work division may displace a less senior employee in that work division.

Section 2 - Recall

- A. Employees having the most applicable seniority will be the first recalled to jobs from which they were laid off or to jobs referred to in Section 1-B of this Article, if such jobs become available before recall to the jobs from which they were laid off.

Any employee removed from his/her position because of reduction in staff who is recalled shall have the right to return to his/her former position without the job being posted if it becomes available within six (6) months of return.
- B. No job shall be filled, except in case of emergency on a temporary basis, so long as any employee entitled to be recalled is laid off.
- C. Notice of recall shall be given to the employee entitled to be recalled at the last address of the employee recorded by the Board, by certified mail, return receipt requested. The employee shall report to work no later than ten (10) working days after mailing of notice.

ARTICLE XIII
PROBATIONARY PERIODS

Section 1 - Length of Probation

- A. All employees begin the probationary period when assigned to a regular full or part time position. A casual relationship substitute or temporary employee (in a position not to exceed thirty (30) work days) shall not be considered to be in a probationary period, nor considered officially hired. A reserve driver shall not be considered to be in a probationary period.
- B. An employee is not officially hired unless he/she is to be assigned to a new or vacant position which shall be available thirty-one (31) work days or more.
- C. When an employee is officially hired and assigned a regular position or when a reserve driver is assigned to a regular position the employee shall be on probation for ninety (90) work days even if serving in more than one position. The employer may, at its option extend the probationary period for an additional fifteen (15) working days by notifying the employee and Union of extension before the end of his/her initial probationary period.

Reserve drivers who satisfactorily complete ninety (90) work days or two (2) calendar years from date of hire, whichever comes first, shall be credited with all days worked thereafter, to a maximum of forty-five (45), toward the ninety (90) day probationary period if the employee assumes a regular position.

The Union shall represent the reserve driver or probationary employee starting the thirty-first (31) work day in respect to rates of pay, wages, hours of employment and other conditions of employment. The employer shall be the sole judge of the qualifications of probationary employees for continued employment.

- D. During the probationary period or while serving as a reserve driver, the employee is subject to discharge for unsatisfactory work as determined exclusively by the Board subject to provisions of Article XIII, Section 3. if applicable.
- E. Should an employee be working as a substitute or temporary employee in a single position for at least thirty (30) work days and then be hired officially and be assigned that same position the original thirty (30) work days shall be applied to the probationary period. Similarly, should a reserve driver be working in a single regular position for at least thirty (30) work days and be assigned that same regular position the original thirty (30) work days shall be applied to the probationary period.

Section 2 - Probation in Work Divisions

Employees shall serve only one (1) probationary period, during which time they are subject to discharge, while maintaining continuous employment even if they switch work divisions.

Section 3 - Discharge While on Probation or of Reserve Drivers

The discharge of probationary employees shall not be subject to the grievance procedure. Discharge of reserve drivers who have completed either of the conditions cited in Article XIII, Section 1. C. (paragraph 2) shall be subject to the grievance procedure only to Level III (Superintendent level). Discharge of reserve drivers who have not completed either of the conditions cited in Article XIII, Section 1. C. (paragraph 2) shall not be subject to the grievance procedure.

ARTICLE XIV
EXTRA WORK AND OVERTIME

Section 1

If in accord with the additional provisions of this Article, extra bargaining unit hours or runs will be provided to bargaining unit employees rather than non-bargaining unit employees if bargaining unit employees are available without conflict with regular assignments.

Section 2

All bargaining unit bus drivers excluding reserve drivers shall be equally eligible for field trips which begin or occur after 5:00 p.m. and before 6:00 a.m. Monday through Friday and anytime on Saturdays, Sundays, or holidays unless the field trip interferes with their regular run time and subject to other provisions contained herein. Such field trips shall be equalized among all bargaining unit drivers except reserve drivers.

Section 3

The Administration may assign substituting on bus runs to reserve drivers pursuant to conditions specified in Article VIII, E. Such substituting shall be without regard to seniority or equalization. On runs for which less than 60 minutes notice of the need for run coverage is received, if the Administration offers substituting on runs to regular drivers it shall be without regard to seniority or equalization.

Section 4

If a bargaining unit member is called to substitute and for whatever reason is not needed, the member shall be paid his/her regular rate for one (1) run.

Section 5

The Administration may assign reserve drivers to field trips on an as needed basis if a field trip interferes with another bargaining unit member's regular assignment.

Section 6 - Special Bus Driver Provisions

Unless offered to reserve drivers pursuant to Article VIII, E., extra work opportunities which are available or begin between 6:00 a.m. and 5:00 p.m. on Monday through Friday will be offered to regular drivers.

A driver is removed from the extra work seniority-rotation list when he/she has reached forty (40) hours of work based on actually worked and scheduled work during the Monday through Friday, 6:00 a.m. - 5:00 p.m. work week. The Administration specifically reserves the right to use non-bargaining unit employees when no bargaining unit driver is available as defined herein.

Any extra work between 6:00 a.m. and 5:00 p.m. Monday through Friday that results in an employee working more than 40 hours per week shall be converted into field trip hours (1 1/2 hours per run) and charged on the seniority field trip chart.

Section 7

Extra work opportunities which begin or occur after 5:00 p.m. and before 6:00 a.m. on Monday through Friday and anytime on Saturdays, Sundays, or holidays shall be equalized among all bargaining unit drivers excluding reserve drivers.

Section 8 - Equalization of Field Trips

- A. When a bargaining unit employee other than a reserve driver refuses extra work between 5:00 p.m. and 6:00 a.m. or accepts it and fails to report, the employee is to be charged with the hours. Drivers will not be charged when refusing a field trip with less than 24 hour notice.
- B. Equalization of hours shall be on a continuing basis and equalized weekly. In selecting employees for extra work, low-hour employees shall be asked first, etc., until the required number of employees needed for the extra work has been selected. For extra work purposes, it is the responsibility of each employee to furnish his/her immediate supervisor with a correct telephone number. If the employee does not do this, the Board's obligation is fulfilled and shall not be a factor in a grievance.
- C. Equalization chart shall be maintained and posted on a monthly basis.
- D. Employees on approved sick leave, or approved unpaid medical leave shall not be offered or charged hours in the equalization process if such leave is less than twenty-nine (29) consecutive calendar days.
- E. All employees on leave of any nature who have been unavailable for work for thirty (30) or more calendar days shall be placed on average overtime at the time of reinstatement to the overtime equalization list.
- F. All employees on leave of less than twenty-nine (29) days other than medical leave shall be charged the hours for which they were unavailable or refused.

- G. Employees who do not work their regular assignment because of illness shall not be allowed to work overtime on that day.

Section 9

In excess of forty (40) hours worked per week shall be paid at one and one-half (1 1/2) the regular rate.

Section 10

The work week shall be 12:01 a.m. Monday through 12:00 midnight Sunday for payroll purposes.

ARTICLE XV
RETIREMENT

Unless state or federal laws effective during the course of this contract are contrary, all employees are eligible to work until voluntary retirement provided that after age sixty-five (65) a bus driver must have a physical by a Board approved doctor certifying the driver's fitness to perform the assigned work. The physical will be at the Board's expense.

ARTICLE XVI
DISCIPLINE OF EMPLOYEES

Section 1

Employees may be disciplined, suspended, and discharged only for just cause. The employer shall utilize corrective progressive discipline in such cases and shall initiate action within thirty (30) days of notification.

Section 2

Reprimand and warning notices issued will remain in effect for a period of twelve (12) months unless the employee has received more than one (1) report within the six (6) month period. In the latter case, all such reports shall remain in effect for a period of eighteen (18) months from the date of issue of the last report. At the end of any twenty-four (24) month period during which the employee has had a record clear of any other reports, all reports shall be removed from the employee's personnel record and returned to the employee at his request.

Section 3

All written documents related to a disciplinary suspension shall be retained for two (2) years provided that should the disciplinary action be reversed through the grievance process, the related records shall be removed.

Section 4

In all cases involving disciplinary action or discharge, union representation shall be made available prior to such action, except in cases involving probationary employees.

**ARTICLE XVII
EFFECT OF LEGISLATION**

If any law now existing or hereinafter enacted or any proclamation, regulation, or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and either party hereto upon notice to the other party may reopen for negotiations the invalidated portion. If agreement herein cannot be reached within thirty (30) days, either party may submit the matter to mediation.

**ARTICLE XVIII
BARGAINING UNIT WORK**

Section 1

Non-bargaining unit employees shall not be used to perform work on any job covered by this Agreement when the effect is to displace or reduce in regularly scheduled hours the regular employees in the bargaining unit.

Section 2

The Board shall not use non-unit employees to displace or reduce regular scheduled hours of unit employees. Non-bargaining unit or supervisory employees will not be used to avoid overtime work.

Section 3

The Board expressly reserves the following categories of work to be non-bargaining unit work:

- a) Emergencies when unit employees are not immediately available, and
- b) Instruction training of employees

Section 4

No provision of this Agreement shall restrict or prohibit the Board's right to permit teachers, parents, or other authorized individuals to transport students in private vehicles to school activities if it does not result in the loss of a regular employee's regularly scheduled hours. If the vehicles are school owned, not buses, the number of students who can be transported shall be limited to no more than fifteen (15) students.

ARTICLE XIX
STRIKES AND SANCTIONS

Section 1

Neither the Union nor any persons acting in its behalf will cause, authorize, or support, nor will any of its employees take part in, any strike or stoppage of work as defined by Section 1 of the Michigan Public Acts #336 of 1947 as amended for any purpose whatsoever in any matters which either are covered by the grievance procedure which the Union recognizes as the sole remedy for adjudication of grievance or are items of the contract.

Section 2

The Union will not support the action of any employee taken in violation of Section 1 nor will it directly or indirectly take reprisals of any kind against any employee who continues or attempts to continue the proper performance of his duties or who refuses to participate in any of the activities prohibited by Section 1.

Section 3

Violation of Section 1 by any employee or group of employees will constitute just cause for discipline up to and including discharge.

Section 4

The Board, in the event of violation of Sections 1 and 2 will have the right, in addition to the foregoing, and any other remedies available at law, to seek injunctive relief and damages against the Union.

ARTICLE XX
COMPENSATION, BENEFITS AND WORK DAYS

Section 1 - Wage Scales

Effective November 7, 1996, and retroactive to July 1, 1996, the following wage rates shall apply as indicated through June 30, 1997.

| Bus Driver Pay Per Run | |
|--------------------------------|---------|
| <u>Years Experience</u> | |
| 0 | \$ 9.52 |
| 1/2 | \$11.12 |
| 1 | \$12.04 |
| 2 | \$13.17 |
| 3 | \$14.02 |
| 4 | \$14.49 |
| 5 | \$15.15 |

Reserve Driver rate shall be 0 years experience rate.

Mechanic Pay Per Hour**Years Experience**

| | |
|-----|---------|
| 0 | \$12.68 |
| 1/2 | \$12.93 |
| 1 | \$13.28 |
| 2 | \$13.53 |
| 3 | \$13.82 |
| 4 | \$13.99 |
| 5 | \$14.37 |

SPECIAL RATES AND PAYMENT RULES

Trainer Wage: \$12.12 per hour

Field Trips: \$ 9.52 per hour

Summer Bus Cleaning: Paid at field trip rate

Attendance at Training Sessions: For term of contract \$3.50 per hour.

Meal Allowances: A driver shall receive \$4.00 for meal allowance on any field trip of more than six (6) hours but less than nine (9) hours. For a trip longer than nine (9) hours the driver shall receive an additional \$3.00 for meal allowance.

For regularly scheduled vacation day pay the employee will be paid their regular classification rate regardless of any substitute assignment prior to or following the vacation day.

- A. **Head Mechanic:** Additional sixty cents (60¢) per hour to be added to appropriate mechanic's wage. There shall be no head mechanic if there is a mechanic's supervisor.
- B. For all employees the move from one experience level of pay to another may occur on January 1 and July 1 only. No provision is made for half steps on the experience wage levels. For an employee to qualify for experience he/she must have been employed for at least three-fourth (3/4) of the scheduled work days in the preceding twelve month period prior to either January 1 or July 1. Years of experience shall be based on years of work in the specific work classification.
- C. Should a regular shift for mechanics be instituted which has as its regular starting time 1:00 p.m. or later, a shift differential of fifteen cents (15 cents) per hour shall be paid.
- D. Should any mechanic be called for overtime, except as extension of the regular work hours, the employee shall be paid for a minimum of two (2) hours.

- E. Ten (10) month employees may elect to have their regular pay computed so that their wages will be distributed over twenty-six (26) pays, with the first pay being the first regular pay after employees return to work after summer vacation. Any employee electing this option must notify the Board of Education at least ten (10) days prior to the first pay of the school year.

Section 2 - Work Days and Holidays

A. Mechanics

- 1) Mechanics shall be classified as twelve (12) month employees and shall be expected to work each day the Central Administration Offices are open Monday through Friday. The Central Office shall be considered to be open when the office is open to public business regardless of the extent or nature of staff actually working in that building or in any other District building.
- 2) On days when the Central Administration Offices are officially closed to public business on normal work days, by the superintendent or his designee because of weather or emergency conditions the mechanics shall not be required to work, but shall receive their normal wages. If called to work it shall be paid at one and one-half (1½) times the regular rate.
- 3) Mechanics shall be expected to report as usual on days when the Central Administration Offices are open but school is cancelled for students.
- 4) Mechanics shall not be required to work on the holidays listed below, but shall receive their regular wage if the holiday falls on a Monday through Friday. If the holiday falls on a Saturday or Sunday the mechanics shall be given the Monday after or Friday before off with pay:

| | |
|------------------------|--------------------------|
| July 4 | Day before New Years Day |
| Labor Day | New Years Day |
| Thanksgiving Day | Good Friday |
| Day after Thanksgiving | Memorial Day |
| Day before Christmas | Christmas Day |

- 5) Vacations:
 - a) Mechanics shall be entitled to vacation periods as designated below:

| | |
|----------------|---------|
| After 1 year | 10 days |
| After 7 years | 15 days |
| After 14 years | 20 days |
| After 16 years | 22 days |
 - b) All vacations during June, July, and August which are to be for two (2) or more consecutive work days must be scheduled by June 1.

- c) The Administration shall have the right to deny vacation use at any time during the year when to allow vacation would result in the work force being undermanned. If the vacation is scheduled and approved at least thirty (30) work days in advance it cannot be cancelled.
- d) Conflicts in vacation schedules shall be settled by seniority, but not to conflict with Item c.
- e) In addition to the holidays listed above mechanics shall be allowed two additional holidays per year. These two holidays will be mutually determined in September between the majority of the mechanics and Transportation Supervisor. The holidays must be scheduled on days when students are not scheduled for classes.

B. Bus Drivers

- 1) All employees shall be paid for 195 days (180 student attendance days, 5 teacher work days, and 10 paid holidays).
- 2) All regular bus drivers shall be required to work on all days teachers are expected to work as established by the official school calendar. On days when teachers are scheduled to work the administration may schedule special meetings of bus driver employees. Employees shall be required to attend such meetings. The total time for all such meetings during a school year shall not exceed twelve (12) hours. The meetings will be scheduled by the administration at such times as reasonable and convenient to the work schedules of employees, recognizing that to have full attendance will require that the meeting be scheduled when some employees may have a delay between the end of their shift and the meeting time.
- 3) All regular bus drivers who have completed the probationary period shall be paid their regular wage for the following days, provided that the employee is at work or is on paid leave for the one (1) work day preceding and the one (1) work day following the day or days listed below:

Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Monday during spring recess, Memorial Day.
- 4) All regular bus drivers shall not be paid their regular wages on days when school is cancelled for all students unless the employees were required to work on the day of cancellation. In the event that an employee was required to work on a day when school was cancelled for students the employee shall be paid for the amount of time worked, said time to be a minimum of two (2) hours.
- 5) When regular school is cancelled or dismissed early for part of the students the employees whose regular work is cancelled shall not receive their

regular wage for cancelled work except for an employee that has only a portion of their regular work cancelled, in which case the employee shall be paid their regular wage for all regularly scheduled work provided that the employee is subject by inverse seniority to reassignment to work not to exceed their cancelled work and in the approximate time period of the cancelled work.

Section 3 - Employee Benefits

It is the responsibility of each employee to apply for said insurance coverage. No employee shall be eligible for insurance coverage until enrolled in the policy. No employee will actually be covered by said insurance coverage until expiration of the waiting period, if any, and until the effective date of the coverage which shall be determined by the carrier. The district is not responsible for benefits available under said insurance coverage for any period when the employee is not covered by the carrier.

Changes in family status shall be reported by the employee within 30 days of such a change. The employee shall be responsible for any overpayment of premiums made by the board on his/her behalf and/or expenses incurred by the employer for failure to comply with this provision.

A. **Group of Employees for Insurance Benefits** shall be as follows:

- I Mechanics
- II Bus drivers scheduled for four (4) or more regular runs
- III Bus drivers scheduled for three (3) or less regular runs

B. **Long Term Disability**: All employees in Groups I and II shall be provided long term disability insurance, by a carrier determined by the Board, providing two-thirds (2/3) coverage of wages up to a maximum of three thousand dollars (\$3,000.00) per month.

Long Term Disability Insurance -- will include the following provisions:

- 66 2/3% of salary after ninety (90) calendar days qualifying period
- \$3,000.00 monthly maximum
- 24 hour coverage, immediate employee eligibility
- Pre-existing conditions, limitation waived
- Social Security freeze with family offset
- 50% maximum offset to benefit of wages
- Six (6) months before new waiting period is required
- Premium paid during waiting period for L.T.D. and premium waiver for persons qualifying for L.T.D.
- L.T.D. after ninety (90) days
- Mental, nervous, drug and alcohol

These conditions covered without limitations for two (2) years with the requirement of confinement for fourteen (14) consecutive days in each ninety (90) day period thereafter.

C. Health Insurance

- 1) Group I employees: MEBS Four Star Health Insurance with \$.50 prescription co-pay. Fully paid by the Board.
- 2) Group II employees: MEBS Three Star, with Master Medical Option IV with \$2.00 co-pay rider. Fully paid by the Board.
- 3) Group III employees: Same coverage as provided to Group II. Board paid contribution limited to one-half (1/2) the premium rate.
- 4) Employees are not entitled to health insurance provisions if employee is covered by another insurance policy or is restricted by the insurance carriers minimum hours provision.
- 5) Employees who qualify according to rules and underwriting guidelines of the insurance carrier shall have the option of purchasing the following:
 - a) Short Term Disability Insurance -- LTD Coordinated Plan
 - b) Supplemental Term Life Insurance including Accidental Death and Dismemberment insurance and Seat Belt Coverage
 - c) Dependent Term Life Insurance including Accidental Death and Disbursement Insurance and Seat Belt coverage.

D. Life Insurance

| | |
|-----------|----------|
| Group I | \$20,000 |
| Group II | \$15,000 |
| Group III | \$ 8,000 |

E. Dental Insurance

- 1) The Board shall provide to Groups I and II employees a MESSA Delta Dental Care Program paying 80% benefits in Classes I, II, and III (Classes refer to type of coverage). Employees who by a spouse's dental insurance can be provided 100% coverage shall be provided a 50% dental care program to provide the coordination of benefits to 100%.
- 2) The Board shall provide to Group III dental insurance providing 50% benefits in Class I, Class II, and Class III (Classes refer to type of coverage).

F. Optical Insurance

- 1) The Board shall provide Groups I and II employees a MESSA VSP 3 plan as described by MESSA.
- 2) The Board shall provide Group III employees a MESSA VSP 1 plan as described by MESSA.

G. **Years of Service Payment**

- 1) Years of service payment shall be based on years of continuous service as an employee of the district in a regular employee position.
- 2) Employee must be employed as of June 1 of the fiscal year.
- 3) No proration of benefits.
- 4) Benefit class based on regular employment for the majority of the sixth month prior to June 1.
- 5) To be paid June 30:

| | All Other Regular 3 Run or More Bus Drivers | School Year Employees | All Full-Time 12 Month Employees |
|-------------|--|--------------------------|--|
| 5-7 years | \$275 | \$175 | \$300 |
| 8-11 years | \$325 | \$225 | \$350 |
| 12-15 years | \$350 | \$250 | \$375 |
| 16+ years | \$375 | \$275 | \$400 |

- H. **Mechanics (Group I Retirement)**: Upon retirement the employee shall be paid \$200 if the employee has worked for the district at least ten (10) years. In addition, the Board will pay \$20 per year above the ten (10) year level upon retirement.
- I. Upon retirement or voluntary termination, an employee with a minimum of ten (10) years service shall be granted thirteen dollars (\$13.00) for each accumulated sick leave day (day equals six runs or 8 hours), not to exceed the accumulation limits set forth in Article VI, Section 2, paragraph C, except for employees who may have greater accumulations as of June 23, 1982.

**TERM OF AGREEMENT, SPECIAL PROVISIONS
AND RE-OPENER PROVISION**

Section 1

This Agreement shall become effective on date of ratification and shall remain in full force and effect without change, addition, or amendment until the 30th day of June, 1997.

Section 2

Notice of intent to reopen this Agreement for purposes of negotiating a successor Agreement as to wages, hours and conditions of employment shall be given in writing by the party desiring to reopen the Agreement on or before April 15, 1997, and negotiations shall commence as soon thereafter as feasible.

Section 3

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties and no departure from any provisions of this Agreement by either party, or by their officers, agent, or representatives, or by members of the bargaining unit shall be construed to constitute a continuing waiver of the right to enforce such provision.

Section 4

The Board shall pay the cost of printing the Agreement. One copy shall be provided each employee. A maximum of ten (10) copies shall be provided to the Union Office.

**SERVICE EMPLOYEES INTERNATIONAL
UNION, Local 591
AFL-CIO**

**BOARD OF EDUCATION
OF THE LAPEER COMMUNITY
SCHOOL SYSTEM**

By _____
Michael J. Griffin
President, Local 591

By _____
Janet Watz, President

By _____
Caroline Woodward
Unit Chairperson

By _____
Patricia Lamoreaux, Secretary

**APPENDIX A
JOB DESCRIPTIONS**

LAPEER COMMUNITY SCHOOLS

- I. JOB TITLE:** School Bus Mechanic
- II. REPORTS TO:** Under the direct supervision of the Head Mechanic with respect to the day-to-day operation of the garage and in his absence the Director of Transportation.

III. GENERAL DESCRIPTION OF POSITION:

This classification is responsible for the day-to-day maintenance and repair of the district's transportation fleet in a safe operating condition with respect to local, county, and state requirements.

IV. GENERAL RESPONSIBILITIES:

- A. Must be able to be the "lead mechanic" when he is the senior mechanic on duty, in the "head mechanic's" absence
- B. Must be responsible for protecting school system property and securing all buildings and yards under transportation control
- C. Must attend all required schools and meetings as deemed necessary by the transportation supervisor
- D. Must have a valid Michigan Commercial Driver License and be capable of driving a school bus with students in emergencies
- E. Performs other tasks as directed by immediate supervisor

V. SPECIFIC RESPONSIBILITIES:

- A. Make repairs utilizing gas and electric welding
- B. Repair and maintenance of diesel and gasoline engines
- C. Repair and maintenance of electrical systems
- D. Repair and maintenance of suspension and handling systems
- E. Repair and maintenance of transmissions and drive trains
- F. Repair and maintenance of interiors

LAPEER COMMUNITY SCHOOLS

- I. JOB TITLE:** Head Mechanic
- II. REPORTS TO:** Under direct supervision of the Director of Transportation
- III. GENERAL DESCRIPTION OF POSITION:**

This classification is responsible for the bus maintenance of the district bus fleet, grounds equipment vehicles, and other school vehicles, to schedule all work and duties of district mechanics that are assigned to transportation, and use his capacities to the school's best interest.

IV. GENERAL RESPONSIBILITIES:

- A. Maintain good relationship and responsible attitude with drivers
- B. Be able to train and instruct all mechanics in all phases and systems of mechanical work and evaluate their performance for accepted standards in each area of responsibility
- C. Be proficient in motor work, brake work, electrical systems, wheels, and body and chassis work
- D. Be able to initiate and maintain a recordkeeping system so that a detailed analysis of each bus and cost of maintenance is readily available
- E. Be able to diagnose mechanical problems on and off the road, so as to keep all units operating and functioning at maximum efficiency and safety and at a minimum cost

V. SPECIFIC RESPONSIBILITIES:

- A. Order parts and supplies with the assistance of the Director of Transportation. Keep sufficient inventory to keep work flow moving.
- B. Maintain good housekeeping in garage and outside in the bus yard.
- C. Conduct systematic inspections of all systems.
- D. Road test school buses and school vehicles after repairs.
- E. Maintain records of repairs on all school vehicles.
- F. Work in conjunction with State Police to facilitate the annual school bus inspection.
- G. Prepare payroll for mechanics.
- H. Work with the Director of Transportation in school bus specifications on purchasing of new vehicles.
- I. Attend training workshops on preventive and safety maintenance on school bus chassis.
- J. Any other duties or responsibilities assigned relative to the functions of an effective and efficient transportation program.
- K. Be knowledgeable about diesel repair and maintenance.

LAPEER COMMUNITY SCHOOLS

- I. JOB TITLE:** School Bus Driver
- II. REPORTS TO:** Under direct supervision of the Director of Transportation

III. GENERAL DESCRIPTION OF POSITION:

This classification is responsible for the safe operation and control of district school buses in the transportation of students to and from school, to and from athletic contests, to and from field trips, and all other school sponsored activities.

IV. GENERAL RESPONSIBILITIES:

- A. Use established routes and designated bus stops
- B. Operate bus on approved time schedule
- C. Instruct riders regarding being responsible passengers
- D. Drive defensively under varying traffic conditions and inclement weather
- E. Drive with safety of students as first priority
- F. Establish favorable working relationships with other drivers, maintenance personnel, teachers, students, principals, and total school staff
- G. Exhibit positive image as loyal representative of school district
- H. Operate all vehicle types used in transporting pupils in school district
- I. Identify with geographic service area of school district
- J. Demonstrate knowledge of state laws and local ordinances
- K. Be alert and exercise good judgment concerning emergencies, disabled vehicles, and irregular special requests by parents and riders
- L. Must have valid Michigan Commercial Driver License

V. SPECIFIC RESPONSIBILITIES:

- A. Conduct pre-trip inspection of school bus prior to every trip
- B. Report bus accidents and pupil injuries to transportation supervisor and authorities
- C. Conduct emergency evacuation drills in keeping with school policies
- D. Report personal absences in time for supervisor to secure substitute driver
- E. Perform bus housekeeping duties inside and out of assigned bus
- F. Fill fuel tank
- G. Report all bus defects in writing to the head mechanic or transportation supervisor
- H. Demonstrate knowledge of rules and regulations promulgated by local, state, and federal authorities
- I. Deal with exuberant behavioral characteristics of youthful riders.

**LETTER OF AGREEMENT
RE: BUS TRANSFER GUIDES**

WHEREAS, bus transfer guides are needed at Zemmer Junior High School, and

WHEREAS, bus drivers are qualified to work as such guides, and

WHEREAS, the parties are supportive of making such work available to bus drivers.

THEREFORE, the parties indicated below hereby agree to the following:

1. Work as bus transfer guides shall be considered exclusive bargaining unit work of SEIU - Transportation Local #591 employees unless such employees are unwilling or unavailable to perform such work; in such a situation, non-bargaining unit employees will be utilized.
2. Bus transfer guide positions of one hour in the morning and one hour in the afternoon shall be determined by management and shall be compensated at the prevailing field trip hourly rate. One leave hour per month shall be granted for a one-hour guide position and two (2) leave hours per month shall be granted for a two-hour guide position. Leave may be used for sickness or personal business consistent with prevailing Master Agreement language pertaining to such leave. Leave credited for regular runs may not be used for guide time leave; leave credited for guide time may not be used for regular run leave.
3. Such positions shall be packaged, when feasible, with runs but shall not be considered a run for fringe benefit eligibility.

For the Board

For the Union

Date

Date

