

3668

AGREEMENT

between

OLIVET COMMUNITY SCHOOLS

and

MICHIGAN EDUCATION ASSOCIATION/
OLIVET EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

1994-1996



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THIS AGREEMENT made as of the date hereinafter set forth by and between the Olivet Public Schools, Eaton County Michigan, acting by and through its Board of Education (hereinafter called "Employer"), and the Michigan Education Association/Olivet Educational Support Personnel Association (hereinafter called the "Union");

W I T N E S S E T H:

ARTICLE 1

RECOGNITION

(1) Purpose

It is the general purpose of this Agreement to promote the mutual interests of the Employer and its employees and to provide for the performance of the services operated by the Employer under methods which will further economy and efficiency of operation, protection and safety of students, and avoidance of interruptions to service. The parties to this Agreement will cooperate to secure the advancement and achievement of these purposes and will promote orderly and peaceful labor relations.

(2) Recognition

Pursuant to and in accordance with the Certification of Representative in MERC Case No. R 94 C-89, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All regularly employed school bus drivers excluding substitute bus drivers, supervisors (as defined by the Act) and all other employees.

(3) Identification of Parties

The word "employee" as used in this Agreement shall mean any member of the bargaining unit as defined in subparagraph (2) of this Article. The word "Union" shall refer to the Michigan Education Association/Olivet Educational Support Personnel Association. The word "Employer" shall refer to the Olivet Community Schools, acting through its Board of Education and administration.

ARTICLE 2

EMPLOYER RIGHTS

(1) Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities, and authority under the Michigan School Code, or any other laws or regulations. Except as is otherwise specifically provided in this Agreement, all the rights, powers and authority the Employer had prior to this Agreement are retained by the Employer.

(2) It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- (a) Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Employer.
- (b) Continue its rights of assignment and direction of personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change work or school hours or days as well as transportation time schedules.
- (c) The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, consistent with the other terms of this Agreement.
- (d) Determine the services, supplies and equipment necessary to continue its operations and to determine all schedules and standards of operation, the means, methods and processes of carrying on the work.
- (e) Determine the qualifications of employees, including physical and mental conditions. In making determinations regarding the physical and/or mental condition of an employee, the Employer shall rely upon the diagnosis and prognosis of physician(s), psychiatrist(s) and/or psychologists who have evaluated the employee's ability to perform his position responsibilities.
- (f) Determine the placement of operations, services, and maintenance or distribution of work.
- (g) Determine financial policies and procedures.
- (h) Determine all matters pertaining to public relations as those relate to the course and scope of an employee's job responsibilities.
- (i) Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- (j) Determine the policy affecting the selection, testing or training of employees.
- (k) To establish courses of instruction and in-service training programs for employees.
- (l) The right to plan, alter, modify, change or discontinue bus routes and/or the assignment or reassignment of buses to routes.

(m) The Employer and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement.

(3) The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE 3

UNION AND EMPLOYEE RIGHTS

(1) Release of Information.

Upon written request from the Union, the Employer agrees to furnish the Union, within a reasonable period of time, such information as may be reasonably necessary for the negotiation or administration of the Collective Bargaining Agreement, provided, however, that the Employer will furnish the name, address, and social security number of a newly-hired employee within ten (10) work days after the employee's first (1st) day of work. The Union similarly agrees to furnish the Employer, within a reasonable period of time, such information as may be required by law for the negotiation or administration of the Collective Bargaining Agreement.

(2) Union Representative(s).

- (a) The employees covered by this Agreement may be represented by two (2) Stewards. Stewards shall be the primary channels for communications and discussion between the Employer and the Union with respect to matters arising under this Agreement.
- (b) The Union shall advise the Employer, in writing, of the names of the Stewards and local Union officers within ten (10) days of their election or appointment. Such notice shall remain in effect until superseded by a new written notice. The Employer shall not be required to recognize or deal with any employee as a representative of the Union other than those designated in the manner described above.
- (c) Upon request by the Union, and the presentation of proper credentials and notification to the Employer, Officers or accredited Representatives of the Union shall be admitted onto the Employer's premises 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 said visitation shall not interrupt or disrupt normal operations.

(3) Union Activities.

The parties shall endeavor to schedule the handling of disciplinary matters which may require Union involvement at a mutually convenient time. However, the Employer retains the right to convene such meetings during working hours when deemed necessary by the Employer.

Except with the express prior agreement of the Employer and the Union, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any Union activities whatsoever.

(4) Union Dues and Service Fees.

- (A) Each employee covered by this Agreement after completion of the probationary period, as defined in Article 5(2)(a) of this Agreement, shall as a condition of employment join the Union or pay a Service Fee to the Union.
 - (1) Union Members: Employees joining the Union shall pay dues to the Union in accordance with its policies and procedures.
 - (2) Service Fee Payers: Employees not joining the Union shall pay a Service Fee to the Union as determined in accordance with the Union's Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth there have been availed of and exhausted, all other administrative and contractual procedures shall be barred.
 - (3) The Employer shall make deductions from the compensation of union members or service fee payers to a separate segregated fund (used for candidate committees, ballot question committees, political party committees, political committees and/or independent committees) only as provided by law.
- (B) In the event the employee shall not pay such Service Fee directly to the Union or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477 MSA 17.277(7), and at the request of the Union, deduct the Service Fee from the employee's wages and remit same to the Union under the procedures provided below:
 - (1) The procedure in all cases of non-payment of the Service Fee shall be as follows:
 - (a) The Union shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - (b) If the employee fails to remit the Service Fee or authorize deduction of same, the Union may request the Employer to make such deduction pursuant to paragraph (a) above.
 - (c) The Employer, upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the Service Fee to the Union or authorized payroll deduction for same.
- (C) Due to certain requirements established in recent court decisions, the Union represents that the amount of the fee charged to non-members, along with other required

information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated within thirty (30) days following the Union's notification to non-members of the fee for that given school year.

- (D) The Union will certify at least annually to the Employer, the amount of said professional fees and the amount of service fees to be deducted by the Employer, and that said service fees include only those amounts permitted by the Agreement and by law. This notice shall be provided at least ten (10) days prior to the first deduction.

The Union also agrees to furnish the Employer, upon request, with such information as may be reasonably necessary for the Employer to review the legal sufficiency of the Union's notice and objection procedures whereby non-members of the Union can challenge service fees established by the Union. The Union shall also furnish the Employer with that information which is annually distributed to non-members or objectors.

The Union agrees to promptly notify the Employer of any future litigation where an order has been issued preventing the Union from implementing its policies regarding objections to political-ideological or other expenditures. In that event, the parties shall promptly meet to examine the impact of the order upon the union security provisions of this Article.

- (E) Save Harmless Clause - In the event of legal action against the Employer (including each Board member, administrator or other District employee) brought in a Court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Employer give timely notice of such action to the Union and permits the Union intervention as party if it so desires, and
2. The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.

The Union agrees that in any action so defended, it will hold the Employer harmless from any liability for damages and costs imposed by a final judgment of a Court or administrative agency as a direct consequence of the Employer's compliance with this Article. The Union also agrees that neither it nor its affiliates will in any proceedings assert that the defense or indemnity provisions of this Article are either unenforceable or void.

- (F) The Employer shall deduct the authorized amount from each employee's pay and transmit the total deductions to the Financial Officer designated by the Union within fifteen (15) days following the last pay period in the month, together with a list of each employee for whom deductions were made. The Employer shall not be required to make any dues

deductions in preference to legally-required deductions, or if any employee's pay in any pay period is not sufficient to cover such dues. The Employer assumes no responsibility for any errors in making such deductions other than to correct such errors when notified of the discrepancy. In the event of overpayment, the Union agrees to refund such monies forthwith.

- (G) An employee who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body, or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Union membership or otherwise financially support the Union as a condition of employment. However, such employee shall be required, in lieu of periodic dues, service fees and/or initiation fees, to give written authorization to the Employer to deduct an equal amount from the objecting employee's wages for transmittal (by the Employer) to a charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The charitable organization to which donation is made shall be designated by the employee from a list of three charities selected mutually by the Employer and the Union.

(5) Union Cooperation.

The Union agrees that it will, in good faith, cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with, and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer. The Employer agrees that there shall be no lockouts of employees as a method of dispute resolution. The provisions of this Section shall remain in full force and effect until such time as this Agreement shall be superseded by a successor agreement between the parties.

(6) Personnel File.

The Employer shall cause an official personnel file to be established and maintained for each employee. An employee shall have the right, upon prior written request, to review the contents of his/her personnel file. A representative of the Union may accompany the employee at the request of the employee. Any privileged or legally exempt information, (such as credentials and references normally sought at the time of employment) shall be specifically exempt from review. The file shall be reviewed in the presence of a representative of the Employer.

ARTICLE 4

WORK SCHEDLING, ASSIGNMENTS, AND VACANCIES

(1) Definitions

- (A) "Extra Trip" or "Extra Run" means any school related or extracurricular activity involving the transportation of more than six (6) pupils which is not otherwise defined as a run in this Article.

- (B) "Qualified" means a bargaining unit member who meets all of the following criteria at the time of assignment:
- (1) Satisfies all standards for the operation of a school bus, pupil transportation vehicle and/or school transportation vehicle, as may be assigned.
 - (2) Satisfies all pertinent statutory and regulatory standards for the work assigned including, but not limited to, a valid chauffeur's license, the appropriate CDL/group vehicle designation, and a passenger vehicle endorsement.
 - (3) Has successfully completed initial and continuing courses in school bus safety education as well as any required on-road skills tests. Compensation shall be paid for these activities at the training rate.
 - (4) Satisfies the physical and mental requirements associated with safe and proper performance of assigned duties, including satisfaction of all standards contained in Regulations issued to implement the Omnibus Transportation Employee Testing Act.
 - (5) Has not been convicted of any offense specified in Sec. 53(4) of the Pupil Transportation Act.
 - (6) Has demonstrated capacity to safely and successfully provide service to the students assigned to a particular run, including consideration of evaluations, driving records, job experience and disciplinary history.
- (C) "Regular Driver" means a qualified driver who is a member of this bargaining unit and who is assigned to one or more regularly scheduled runs (including Kindergarten runs), a Special Education Run, a Math/Science-Special Education Run, a Starr Commonwealth Run, or a Vocational Education Run.
- (D) "Regular Run" means a transportation route, established by the Employer, for transporting students to and from their residences in connection with regularly conducted academic programming within the School District.
- (E) "Run Time" for regular runs means the elapsed time between departure from the bus parking area and returning to the same. It is agreed that any pre-trip or post-trip checks required by the Employer (20 minutes total per run) shall be included as part of a run or "run time." Drivers are responsible for working on pre- and post-trip check activities during the entire interval specified above.
- (F) "Shuttle Run" means a transportation route within the city limits, established by the Employer, which consists of the regular delivery of children between school activities or courses within the District on a school bus, exclusive of periods before and after school.
- (G) "Special Education Run" means a transportation route, established by the Employer, for the transport of children to special education facilities or programming outside the District.

- (H) "Vocational Education Run" means a transportation route, established by the Employer, for the transport of children to vocational or other education facilities (excluding special education) or programming outside the District.
- (I) "Math/Science-Special Education Run" means a transportation route, established by the Employer, for the combined transport of children to special education and math/science facilities outside of the District.
- (J) "Starr Commonwealth Run" means a transportation route, established by the Employer, for the transport of children to the Starr Commonwealth facilities.

(2) Route Designation

The Employer shall have the right to establish, modify, or eliminate bus routes. Any modification that increases an established route by ten (10) minutes or more per run without a corresponding increase in pay shall be considered a reduction in compensation for the driver and will allow him/her to bump into the position of a less senior driver at or immediately before the commencement of the school year under section (3) of this Article. Any displaced drivers shall have the right to exercise their seniority in the same manner. Routes shall be classified as follows:

| <u>Route Designation</u> | <u>Paid Run Time</u> |
|---------------------------------------|---|
| Regular Run K-12 a.m. and p.m. | 1.75 Hours (each) or the actual time, whichever is greater. |
| Math/Science-Special Education Run | .5 hour at Regular Run rate; remainder of time at Special Education Run rate |
| Shuttle Runs | 30 minutes (each) or the actual time, whichever is greater. |

(3) Bidding of Runs

- (A) Assignment of drivers to regular runs shall be determined annually by the Employer in accordance with the provisions of this Section.
- (B) All Regular, Kindergarten, Special Education, Math/Science-Special Education, Starr Commonwealth and Vocational Education runs will be established by the Employer. Drivers shall be permitted to retain their regularly bid routes from year to year, unless bumped by a more senior driver (whose route has been eliminated or reduced in compensation), removed for disciplinary reasons, or removed because the driver is not qualified.
- (C) A certified and qualified driver whose route from the previous school year has been eliminated (or whose compensation has been reduced) shall have the right to exercise his/her seniority to displace any less senior driver by giving written notice to the Employer and the Union within five (5) calendar days from receipt of a notice from the

Employer of the route elimination or compensation reduction. A certified and qualified displaced driver shall have the right to exercise his/her seniority in the same manner as is described above.

The above procedures shall be applicable only at or immediately before the commencement of a school year. Layoffs or reductions subsequent to that time shall be governed under Article 9 of this Agreement.

- (D) Each driver shall have responsibility for maintaining ongoing communication with parents of students assigned to his/her route. The duties shall include: initial notification of pick-up times, communication with parents regarding behavior issues, and any other matters necessary to providing successful service to students. Drivers shall maintain written logs (provided by the District) of all such parent contacts. Annual compensation for these duties shall be as follows:

| | |
|-----------------|---------|
| Regular Route | \$35.00 |
| Kindergarten | \$35.00 |
| Spec. Ed. Route | \$30.00 |
| Voc. Ed. Route | \$10.00 |

(4) Vacancies

- (A) A "vacant" route shall be defined as a newly created permanent route or as an opening in a regular bus run, Special Education run, Vocational Education run, Kindergarten run, Math/Science-Special Education Run, Starr Commonwealth Run, or shuttle run which occurs due to the transfer, death, retirement, resignation or other permanent separation of the driver assigned to the run. If a driver is on an unpaid leave for sixty (60) or more consecutive work days, his/her position shall be considered "vacant." This period shall be ninety (90) consecutive work days for leaves taken due to personal disability of the driver.
- (B) When a vacancy occurs on a route, it shall be posted and awarded within five (5) work days. Any vacancies resulting from the award of the initial vacancy shall be posted and awarded in the same manner.

Only the bids that will result in a pay increase when awarded shall be implemented immediately after the posting is awarded. Any subsequent vacancies which are awarded will be implemented at the beginning of the next school semester. The District shall retain new hires in the latter vacancies until any previously awarded bids are implemented at the next semester.

Bids will be awarded on the basis of seniority, certification and qualifications. Between the posting of the vacant route and the awarding of the bid, drivers shall be permitted (where reasonably possible) an opportunity to preview the vacant run(s).

(5) Temporary Vacancies

When a temporary opening occurs in a route the most senior certified, qualified and available driver shall be offered an opportunity to take the route of the absent driver if there is a greater opportunity for earnings. If that driver declines the temporary assignment, it shall be offered to the most senior remaining certified and qualified driver desiring the assignment. The position of the latter driver shall be filled by a substitute for the duration of the temporary vacancy.

(6) Extra Trips

- (A) Extra trips will normally be posted by 9:00 A.M. on a Friday and drivers must sign the list by 10:00 A.M. the following Tuesday. The posting shall include the estimated departure and return time for each trip. The parties recognize that the Employer may receive late orders for extra trips. In such event, the Employer shall attempt to follow seniority rotation, provided drivers having rotation priority are available for extra trips.

There shall be two trip lists - the regular trip list and a "late" list for any extra trips that are requested after the close of business on Monday. If a trip is cancelled, the driver who had been awarded that trip shall not move, but shall continue to hold the same place in the rotation on the regular list. All late trips shall be filled through the normal late list rotation.

- (B) Extra trip rotation shall be by seniority [except as provided in paragraphs (A) and (C) of this section], with the most senior driver (of the week) having first choice of available extra trip runs for the week (i.e., six trips, six drivers, the most senior driver may select any one of the available runs until all six trips have been selected). The remaining driver(s) will be at the top of the rotation for the next available trips.
- (C) Drivers are to honor their signatures when accepting extra trip assignments. If not, they shall be excluded from all extra trips for a one (1) week period, except in emergency conditions approved by the Employer. There shall be no trading of extra trips.

In emergencies, the driver must notify the Employer at the earliest possible time to be excused. An extra trip that must be reassigned due to an emergency or because someone has abandoned his/her signature will go first to the next driver (next to the driver being excused) on the regular list rotation who originally bid on the same extra trip. The order of rotation shall be followed until the trip is reassigned or until all drivers who originally bid on that extra trip have turned it down. If the extra trip cannot be filled according to the above process, the trip shall be posted to the late list for assignment. If the trip still remains unfilled after exhaustion of the late list, it shall be assigned to a substitute driver.

- (D) Whenever a driver is assigned an extra trip during the time of his/her regularly scheduled run assignment, he/she shall be compensated for that run. This shall be for 1.5 hours for all drivers except those who are compensated on an "hourly" basis (Special Education, Math/Science-Special Education, Starr Commonwealth). Hourly drivers shall be compensated for the number of hours normally worked on their regularly scheduled

assignment. After 1.5 hours have elapsed (or the actual number of hours paid for hourly drivers), all subsequent time on the extra trip shall be compensated at the extra trip rate.

- (E) Extra trips that are postponed will be assigned to the originally appointed driver, as long as the trip is within the extra trip's originally scheduled week. Postponed trips beyond the extra trip's originally scheduled week will be re-posted. Drivers unable to take the trip will not be penalized.
- (F) If an extra trip is canceled and the driver who selected the trip is unable to perform his/her regular run due to the timing of the cancellation, that driver shall be paid as if he/she drove the regular run. The Employer has the right to assign the driver to other driving or related responsibilities for the time which is compensated. These responsibilities shall include riding on another regular run for the purpose of assisting with student discipline, safety and supervision. The driver has the option to decline these responsibilities, but will forfeit any compensation under this Section if this occurs.

ARTICLE 5

EMPLOYEE CONDUCT AND DISCIPLINE

(1) Employee Conduct

Although the parties acknowledge the difficulty of completely and precisely defining the proper standards of conduct for each employee, it is recognized that they include the following:

- (a) The performance of all duties with reasonable diligence and in a safe and efficient manner.
- (b) The prompt notification to the Employer of any physical or mental condition of the employee which may temporarily or permanently impair the ability of the employee to adequately discharge his/her responsibilities.
- (c) The prompt notification of the Employer of defective conditions in the physical facilities or equipment of the District which may cause injury or damage or which may be required in order to provide proper maintenance.
- (d) The avoidance of tardiness or absence, including the reasonable anticipation of any event which will necessarily result in tardiness or absence.
- (e) Reporting for duty in physical and mental condition and status consistent with the ability to properly perform assigned job responsibilities.
- (f) The compliance with all applicable laws, regulations, policies, work rules and directives which are not contrary to law or to this Agreement.
- (g) Satisfaction of all physical, certification, licensing and training requirements adopted by the United States government, the State of Michigan and the Employer. The Union shall

be given advance notification of any requirements adopted by the Employer beyond those adopted by governmental authority. Upon request, the Employer agrees to meet with the Union to discuss any such requirements.

- (h) Maintaining a driving record, both on and off-duty, which is reflective of the high standards of care necessary to the delivery of pupil transportation services. This shall include, but is not limited to, maintaining a driving record which permits the employee to remain eligible for standard coverage (at a standard premium rate) under the Employer's fleet insurance policy. Prior to separating a driver due to ineligibility for insurance coverage at standard rates the Employer shall consider such alternatives as a leave of absence, assignment to vacant positions not involving vehicle operation, and the availability and cost of fleet coverage from alternative sources.
- (i) Not bringing intoxicants or controlled¹ substances onto or consuming intoxicants or controlled substances on any school property or reporting for work under the influence of intoxicants or controlled substances of any kind in any degree whatsoever. Drivers who test positive for alcohol or controlled substances shall be immediately suspended from duty (as required by law) and shall be subject to discipline, up to and including discharge. Nothing in this section shall prevent the Employer from imposing a paid investigative suspension upon a bargaining unit member in addition to any period of suspension from the performance of safety-sensitive functions required by law.
 - (1) If the Employer has reasonable suspicion that an employee has alcohol or a drug present in his/her body during a duty period, the Employer may require the employee to submit to a controlled substances or breathalyzer test. The test shall be accomplished pursuant to procedures specified by a hospital or laboratory (in Ingham, Calhoun or Eaton County) mutually selected by the Employer and the Union within thirty (30) days after the ratification of this Agreement. This subparagraph expires January 1, 1996.
 - (2) The Union and the Employer recognize the requirement (effective 1-1-96) to comply with the drug and alcohol testing criteria and procedures established pursuant to the Omnibus Transportation Employee Testing Act of 1991 and the implementing Department of Transportation Regulations. Drivers shall submit to required alcohol and controlled substance testing. Refusal to submit to testing shall be treated as a positive test.

¹ An exception shall be a controlled substance used pursuant to a physician's instructions and the driver's physician has furnished a written opinion that the substance will not adversely affect the driver's ability to safely operate a school bus designated as a commercial motor vehicle. In such circumstances the driver shall, in advance of bringing the prescription to work and/or using same prior to or during duty, advise the Employer, in writing. Any opinion of the driver's physician relative to the effects of such substance shall be subject to a second medical opinion and/or examination by a health services provider designated by the Employer. "Controlled substances" shall be those drugs employers are required to test for by the Omnibus Transportation Employee Testing Act of 1991 .

(2) Disciplinary Action

(a) Probationary Employees

A newly hired employee shall be on probationary status for ninety (90) work days, taken from and including the first day of regular employment. If at any time prior to the completion of the probationary period, the employee's work performance is regarded as unsatisfactory by the Employer, the employee may be dismissed without appeal. Probationary employees who are absent on scheduled work day(s) shall work additional day(s) equal to the number of day(s) absent, and such employees shall not have completed their probationary period until these additional day(s) have been worked.

(b) Seniority Employees

Any seniority employee who shall fail to maintain proper standards of conduct or to discharge his/her responsibilities shall be subject to such disciplinary action as the Employer shall determine, consistent with the provisions of this Agreement.

1. The employee has the right to have a representative of the Union present at any meeting at which the employee is to be disciplined, provided that the meeting need not be delayed for an unreasonable time pending the arrival of such representative, and in no event shall the Employer be restricted from taking such protective action as the Employer may determine to be necessary to protect the rights of students and others pending the holding of the meeting.
2. At the meeting where discipline is issued the employee shall be advised in writing as to the specific reason(s) for which disciplinary action is being taken.
3. Discipline shall include, but not be confined to: an oral or written reprimand; forfeiture of seniority (as provided in Article 8 of this Agreement), compensation, or benefits; suspension; demotion or discharge. After completion of the probationary period, no seniority employee shall be disciplined without just cause.
4. The Union shall be notified in writing of the fact that an employee has been suspended or dismissed by the Employer. This provision will be satisfied by the Employer divulging the name of the involved employee, that he/she has been suspended or dismissed, and the effective date of the disciplinary action.

ARTICLE 6

DISPUTE RESOLUTION PROCEDURE

1) Objectives

It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation or application of this Agreement which has not been first resolved through the use of normal administrative procedures.

2) Dispute Resolution Levels

(a) Informal Adjustment

Prior to filing a written Complaint, the employee shall meet with the Director of Operations for the purpose of attempting to adjust such alleged disagreement without further proceedings. The request for the meeting must be made within seven (7) days from the time of the event or omission which is the basis of the Complaint.

(b) Written Complaint

If the employee's complaint is not satisfactorily resolved at the informal conference, the employee shall have five (5) days thereafter within which to file a written Complaint with the Director of Operations, which Complaint shall include:

1. The name of the employee;
2. The specific facts upon which the complaint is based;
3. The applicable portion(s) of the Agreement allegedly violated;
4. The specific relief requested;
5. The date of the Complaint; and
6. The signature of the employee.

A reply shall be filed within five (5) days from the receipt of the written Complaint.

(c) Formal Conference

If the reply of the Director of Operations is not satisfactory and a request is made to the Superintendent by the Steward within five (5) days from the receipt of that reply, a formal conference shall be held within ten (10) days from the receipt of such request.

The purpose of the formal conference shall be to seek a resolution of the disagreement and to avoid the necessity for further proceedings. Any mutual agreement as to the disposition of the Complaint shall be in writing.

If the Complaint is not satisfactorily resolved, the conference shall be adjourned and reconvened with a State Mediator if requested by both the Employer and the Union. If the Complaint is not settled by agreement, the Employer shall file a reply within ten (10) days after the completion of the formal conference or of mediation, whichever shall last occur.

(d) Board Hearing

If the Complaint is not satisfactorily resolved at the Formal Conference, the Union may request a hearing thereon before the Board of Education, provided such request is submitted to the Secretary of the Board within five (5) days from the receipt of the Formal Conference reply. The Board, no later than its next regular meeting, or two (2) calendar weeks, whichever shall be later, shall meet with the Union on the Complaint. Disposition of the Complaint in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Union.

(e) Arbitration

Only the Union shall have the right to process or appeal a complaint to Arbitration.

1. If the Union is not satisfied with the disposition of the Complaint at the Board Hearing level, it may within ten (10) days after receipt of the decision of the Board refer the matter to arbitration to the Federal Mediation and Conciliation Service, in writing, and request the appointment of an arbitrator to hear the grievance. Alternatively, the Union and Employer may jointly agree to the appointment of an Arbitrator to decide the dispute.
2. Neither party may raise a new defense or ground during the arbitration proceeding which was not disclosed at the Board Hearing level. Any evidence not disclosed during the Board Hearing must be revealed, in writing, to the opposite party not later than five (5) days prior to the Arbitration proceeding.
3. The powers of the Arbitrator are subject to the following limitations.
 - (a) He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. His/her power shall be limited to determining the rights of the parties under this Agreement.
 - (b) He/she shall have no power to establish salary scales or to change any salary.
 - (c) He/she shall have no power to rule upon the termination of services of or failure to re-employ any probationary employee.

- (d) He/she shall have no power to change any practice, policy, or rule of the Employer nor to substitute his/her judgment for that of the Employer as to the reasonableness of any such practice, policy, rule, or any action taken by the Employer provided that the same are not in conflict with the express provisions of this Agreement.
- (e) He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering a decision, the Arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- (f) He/she shall have no power to interpret state or federal law.
- (g) He/she shall not hear any specific Complaint which was previously dismissed or withdrawn from the Dispute Resolution Procedure.

More than one Complaint may not be considered by the Arbitrator at the same time except upon the express written mutual consent of the parties and then only if the Complaints are of a similar nature. The cost of the Arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

- 4. If either party disputes the arbitrability of any Complaint under the terms of this Agreement, the Arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the issue of arbitrability. By stipulation of the parties, the Arbitrator shall have the authority to concurrently hear both the jurisdictional issues and the merits of the dispute in the same proceeding. Should the Arbitrator determine that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits. Submission of jurisdictional issues to the Arbitrator shall not be regarded as a waiver by either party of its right to institute civil litigation contesting either the authority of the Arbitrator or any award allegedly rendered in excess of such authority.
- 5. The Arbitrator shall render his/her written decision within thirty (30) calendar days from the conclusion of the hearing unless extended by mutual agreement of the parties, which decision shall separately set forth its specific findings of fact, Opinion and Award.
- 6. The Opinion and Award of the Arbitrator shall be binding upon the Union, Employer and employees. Any litigation to vacate or enforce the Arbitrator's award must be initiated within six (6) months of issuance of the Opinion and Award.

(3) General Procedures

- (a) The Employer shall not be required to pay back wages more than thirty (30) days prior to the date a written Complaint is filed.
1. All claims for back wages shall be limited to amount of wages that the employee would otherwise have earned or could have reasonably earned less any compensation that he/she may have received from any source during the period of back pay.
 2. No decision in any one case shall require a retroactive wage adjustment in any other case.
- (b) All preparation, filing, presentation or consideration of Complaints shall be held at times other than when an employee or participating Union Steward is to be at his/her assigned duty station, except as otherwise mutually agreed to the contrary between the Employer and Union.
- (c) Notwithstanding the expiration of this Agreement, any Complaint arising during the term of this Agreement (as defined in the duration clause) may be processed through the Dispute Resolution Procedure until resolution. It is understood by the parties that no Complaint shall be filed or based upon any prior or previous Agreement or upon an alleged circumstance occurring prior to the effective date of this Agreement. Further, Complaints filed after the expiration of this Agreement shall not be processed beyond the Board level under these procedures unless otherwise specifically agreed in writing by both the Employer and Union.
- (d) The term "days" as used herein shall mean scheduled work days. A "work day" shall be defined as any day when the central administrative offices of the Employer are open. Time limits may be extended only upon mutual written agreement of the parties. Any Complaint not answered within the time limits by the Employer or its representatives, shall be automatically advanced to the next step. In this circumstance, a grievance shall not be automatically advanced to Arbitration. If the Employer fails to issue an answer at the Board level, the Union shall have twenty (20) days (after the due date of the Board's reply) to advance the complaint to Arbitration. Any Complaint not pursued or appealed by the Union or employee within the time limits hereinafter specified shall be deemed settled on the basis of the Employer's last response and any further proceedings shall automatically terminate.

ARTICLE 7

COMPENSATION

1) Compensation and Fringe Benefits

The basic compensation schedules for employees covered by this Agreement and provisions for fringe benefits shall be as set forth in Schedules "A" and "B" respectively, which Schedules are attached to and incorporated in this Agreement.

2) Payroll Period

Bargaining unit members will normally be paid bi-weekly during their regular employment period.

If a bargaining unit member separates from employment, his/her final check shall be reconciled to reflect compensation for actual time worked during the school year. Any additional amounts owed to the separating employee shall be promptly disbursed to him/her. Any pay adjustment owing to the Employer shall be deducted from the employee's final check, with any amounts in excess thereof to be recovered by the Employer in the manner permitted by law.

(3) Deductions

The Employer shall have the right to deduct from the pay of each employee such amounts as may be required by law or by this Agreement, together with such additional sums as may be mutually agreed upon by the Employer and the employee.

(4) Overtime

Overtime work shall be as scheduled by the Employer and must be authorized by the Employer in advance of the performance of work.

Bargaining unit members shall be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate for all hours worked in excess of forty (40) hours in the same work week or over eight (8) hours worked in one day. Time and one-half shall be paid for all work on Saturdays, Sundays or legal holidays. Paid absences or other paid or unpaid leave under this Agreement shall not be considered as time worked for the purpose of overtime computation or eligibility.

(5) Licenses

The Employer shall pay the cost of the Chauffeur's license, appropriate vehicle group designation and appropriate vehicle endorsement (CDL) required for performance of assigned duties. If a driver is separated from employment within the lifetime of the license, vehicle group designation, or vehicle endorsement the driver shall have deducted from his/her final check, a prorated share of the cost of the license, group designation, and/or endorsement based upon the number of years remaining on said license, group designation, or endorsement.

(6) Inclement Weather

Bargaining unit members shall receive their regular rate of pay for days of student instruction (as indicated on the school calendar) which are canceled because of inclement weather, fires, epidemics, mechanical breakdowns, or health conditions. For each scheduled day of student instruction which is not held because of inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) the bargaining unit member may (at the Employer's option) be required to work on a rescheduled date determined by the Employer. The rescheduled day may be used, at the Employer's option, for either student instruction purposes or for employee meetings and/or inservice activities. No wages shall be paid to bargaining unit members for any rescheduled days as compensation was previously paid on the canceled day when no services were required to be performed. Any rescheduled days that are used for employee meetings and/or inservice activities shall be for a block of time not to exceed three consecutive hours and scheduled to begin no later than 7:00 a.m. The days shall also be scheduled prior to the end of the negotiated school year calendar (including any make-up days) as set forth in the District's collective bargaining agreement with its teachers. Drivers shall be given notification of scheduled inservice at least one week prior to the meeting.

(7) Reporting Pay

Drivers shall be paid one (1) hour at the Regular Run rate when they report to work on instruction days that are canceled due to the conditions specified in Section (6) of this Article, unless the driver is notified of the cancellation at least twenty-five (25) minutes prior to his/her normal reporting time. Reporting pay shall in addition to regular compensation payable to the driver, under the terms of this Article, for inclement weather days.

Drivers agree to cooperate with the Employer in the implementation of a fan-out system for notifying drivers of school cancellations. If a driver has not received a phone call regarding cancellation twenty-five (25) minutes prior to his/her normal reporting time for work in inclement weather conditions, he/she must phone a number specified by the Employer to receive reporting instructions. Failure to comply with this requirement relieves the Employer of the obligation to remit reporting pay.

ARTICLE 8

SENIORITY

(1) Probationary Period

A new employee employed as a regular driver shall be in a probationary status for the interval specified in Article 5(2)(a) of this Agreement. There shall be no seniority for probationary employees, and laid off, suspended, or discharged probationary employees shall have no recourse to the terms of this Agreement.

(2) Seniority Defined

Upon satisfactory completion of the probationary period, seniority shall be measured from the date an employee first performed services as a regular employee for the Employer. If two (2) or more employees complete their probationary periods on the same date, the employee having the lowest last four (4) digits of his/her social security number shall be deemed to be the most senior. A break in employment of not more than twelve (12) calendar months by reason of lay-off, or an authorized unpaid leave of absence shall not cause a loss of seniority and seniority shall continue to accrue during such intervals.

(3) Seniority Classification

The sole seniority classification recognized under this Agreement shall be Bus Driver.

(4) Seniority Lists

The Employer shall prepare and maintain a single seniority list, copies of which shall be furnished to the Union within thirty (30) days after the execution of this Agreement and annually thereafter, except that a seniority list shall be updated and the Union informed when a probationary employee satisfactorily completes the probationary period. The Union shall notify the Employer within thirty (30) days after receipt thereof of any error. If no objections are received within that time as to the accuracy of the seniority list, the Employer's list shall be regarded as conclusive.

The names of all employees in the bargaining unit at the time of the preparation of the seniority lists shall be listed in order of their service dates starting with the employee with the greatest amount of seniority at the top of each such list.

(5) Loss of Seniority

Seniority shall be lost for the following reasons:

- (A) The employee quits (including, but not limited to, situations where a settlement has been made with the employee for separation).
- (B) The employee retires.
- (C) The employee is discharged (and not reinstated through procedures set forth in this Agreement).
- (D) The employee takes an unauthorized leave of absence, or fails to return from an authorized leave of absence on the agreed upon date, unless the Employer and the employee shall have otherwise expressly agreed in writing;
- (E) The employee is absent, without good cause shown, for two (2) consecutive work days without notifying the Employer, in which case the employee shall be considered a voluntary quit.

- (F) The employee gives a false reason in requesting a leave of absence.
- (G) The employee is laid off or has not, for any reason, worked for the Employer for a continuous period exceeding one calendar year.
- (H) The employee falsified pertinent information on his/her application for employment.
- (I) The employee fails to return to work within five (5) working days after issuance of a notice of recall to the last known address of the employee as shown on the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address.

(6) Effect of Provisions

The enumeration of the above conditions for automatic loss of seniority (and separation from employment) shall not be regarded or construed as limiting the Employer's right to discipline, the exercise of such right being subject to any express restrictions negotiated as part of this Agreement.

ARTICLE 9

LAYOFF AND RECALL

- (1) "Layoff" shall be defined as a determination by the Employer to effectuate a reduction in the work force, which reduction is implemented either by discontinuing the employment of a designated number of individual bargaining unit members and/or through a reduction in the hours assigned to positions within the bargaining unit. The Employer reserves the right to select the routes and/or assignments to be reduced. Bargaining unit members shall receive ten (10) work days notice of layoff, except in case of emergency.

The Employer shall notify and consult with the Union prior to any anticipated layoff.

- (2) Seniority shall be applicable as a factor along with certification and qualifications in layoffs and recalls.
- (A) "Seniority" shall be as defined in Article 8 of this Agreement.
 - (B) "Certification" shall be defined as possession of a valid license, vehicle group designation and endorsement appropriate for the assignment.
 - (C) "Qualifications" shall include those criteria identified in Article 4(1)(B) of this Agreement.

- (3) When the Employer determines to institute a layoff, certified and qualified bargaining unit members in the affected route(s) shall be permitted to displace less senior members of the bargaining unit. All such bumps and displacements shall take place at a bid meeting when layoffs occur after the beginning of the school year. Layoffs or reductions in compensation occurring

at or prior to the beginning of the school year shall be governed by Article 4(3)(c) of this Agreement.

(4) The Employer shall recall employees from layoff according to seniority, provided that the recalled employee is certified and qualified (at the time of recall) to perform the available work. Recalls shall not be made until after vacant runs have been posted and awarded under Article 4. The obligation of the Employer to recall a laid off employee shall terminate twelve (12) months following lay off.

(5) Notices of recall shall be sent by certified mail, return receipt requested, to the bargaining unit member's last known address as shown on the Employer's records. It shall be the bargaining unit member's responsibility to keep the Employer notified of his/her current mailing address. The recall notice shall state the time and date on which the employee is to report. A recalled employee shall be given five (5) work days from the date the recall notice is received to report to work. The Employer may fill the open position on a temporary basis until the recalled employee is scheduled to report for work.

A bargaining unit member who declines recall to perform work for which he/she is certified and qualified to perform under this Agreement shall forfeit his/her seniority rights under this Agreement and shall have no contractual entitlement to recall or re-employment.

(6) A bargaining unit member (other than a bargaining unit member who receives a layoff notice from the Employer) who is paid unemployment compensation benefits during the summer months chargeable to the Employer and who is subsequently employed in the bargaining unit in the ensuing school year (for a full school year of 180 days) shall have his/her compensation for that school year adjusted such that his/her unemployment compensation benefits received plus adjusted compensation will be equal to the total compensation he/she would have earned for the ensuing school year had he/she not received unemployment compensation benefits during the summer months.

ARTICLE 10

AUTHORIZED ABSENCE

(1) Sick Leave (Paid)

(A) Each bargaining unit member will accumulate sick leave at the rate of .66 day per month worked (September through May) to a maximum of six (6) days per fiscal year (July 1 - June 30). Drivers who have eight (8) years or more service at Olivet Community Schools shall be granted an additional two (2) sick leave days per school year.

(B) Unused sick leave shall be accumulative to a maximum of thirty (30) days which shall be available for use as specified in Section (1) (C) of this Article.

By October 1 annually, each bargaining unit member shall receive a written statement listing his/her number of accumulated sick days. If no objection is made by the

bargaining unit member to the accuracy of this information within fifteen (15) work days of its receipt, the Employer's records shall be regarded as conclusive.

(C) Bargaining unit members may utilize sick leave for the following reasons:

1. Any physical or mental condition which disables an employee from rendering services, but excluding any condition compensable by Worker's Compensation or resulting from other employment. Sick leave may be used for a disability resulting from pregnancy.
2. Any communicable disease which would be hazardous to the health of students, employees, or other persons using the facilities or services of the Employer.
3. Emergency medical, dental, or health care which cannot reasonably be deferred and which cannot be scheduled outside of the employee's scheduled work time.
4. Serious illness in the immediate family (current spouse, parents and/or children) which requires the attendance of the employee. This shall be limited to no more than three (3) days per school year, except as otherwise approved by the Employer.
5. In order to be eligible for payment of sick leave, a bargaining unit member must notify the Transportation Supervisor of absence as soon as practicable but not later than 5:30 AM for regularly scheduled morning runs and at least two (2) hours prior to the start of any other run. Within twenty-four (24) hours of return to work, the bargaining unit member shall complete and sign the form provided by the Employer for recording the use of sick leave.
6. The Employer may require that any employee utilizing sick leave procure a doctor's certification of illness or disability for the day(s) absent beyond three (3) consecutive work days. Unauthorized failure to obtain such certification shall constitute a sufficient basis for denial of use of sick leave and for disciplinary action in cases where abuse or misuse of leave is established.
7. For purposes of the Family and Medical Leave Act, either the Employer or an eligible employee may substitute accumulated sick leave available to the employee under this Article for any FMLA leave or unpaid leave under this Article, provided the leave is taken for the purpose of personal illness or disability.

(2) Emergency/Personal Business Leave (Paid)

- (A) One (1) day per semester shall be granted for the purpose of conducting emergency/personal business (on a regularly scheduled work day during the school year) which cannot be accomplished at a time which does not conflict with an employee's duties.

- (B) Notification of desire to take an emergency/personal business leave day shall be filed in writing with the Employer at least three (3) work days in advance, except in cases of emergency when shorter notice may be acceptable. Such days shall not be taken immediately before or after a school holiday, vacation or recess period, except in the event of an emergency with the Employer's approval.
- (C) Any emergency/personal business leave days that are accrued but not used by the end of the school year shall accumulate under the conditions specified in Section (1) of this Article.

(3) Jury Duty or Court Appearance Leave (Paid)

- (A) An employee who is summoned and reports for jury duty shall be paid by the Employer an amount equal to the difference between the amount of wages the employee otherwise would have earned by working for the Employer on that day (excluding any extra runs) and the daily jury fee paid by the Court (not including travel allowances or reimbursements of expense), for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work.

This payment provision shall also apply when the employee is subpoenaed as a witness in a judicial or administrative hearing, so long as the employee and/or the Union are not adverse parties to the Employer in that judicial or administrative proceeding.

- (B) In order to receive payment, an employee must give the Employer prior notice that he has been summoned for jury duty or subpoenaed as a witness, and must furnish satisfactory evidence that he reported for or performed such acts on the days for which he claims payment.

(4) Bereavement Leave (Paid/Unpaid)

- (A) A maximum of three (3) days of leave per occurrence shall be granted for a death in the bargaining unit member's immediate family (defined as: spouse, parent, parent-in-law, grandparent, brother-in-law, sister-in-law, child, grandchild, or sibling). Extensions of time of up to three (3) additional days may be requested of the Employer, with such time to be deducted from sick leave or taken as unpaid days.
- (B) One (1) day shall be allowed per occurrence for attendance at a funeral service of a person whose relationship to the bargaining unit member warrants such attendance. The Employer reserves the right to limit the number of bargaining unit members absent on a particular day under this provision.

(5) Disability Leave (Unpaid)

- (A) A bargaining unit member who is ill or disabled and who has exhausted sick leave available under this Agreement, may be granted an unpaid disability leave, not to exceed twelve (12) months in duration from the date on which sick leave was exhausted.

- (B) If a bargaining unit member knows of or anticipates the need for extended absence, a leave request shall be made to the Employer as soon as is practicable so as to facilitate continuity of transportation services. Upon request, the employee will furnish the Employer with medical verification for the leave, medical prognosis regarding fitness for return to work, and such other information as may be necessary to promote the safety of the employee, students, other employees, and members of the community.
- (C) An employee may be placed on involuntary disability leave status for up to three (3) months for either of the following reasons:
 - 1. Where there is adequate objective (including medical, psychiatric and/or psychological) evidence that the employee cannot perform the essential functions of his/her assignment.
 - 2. Where there is adequate objective (including medical, psychiatric and/or psychological) evidence that the employee cannot perform his/her position responsibilities without posing a current and direct threat to the health and safety of the employee and/or others with whom the employee comes into contact during the course and scope of performing job duties. If a direct threat of harm or risk is found to exist, consideration shall be given as to whether or not the risk(s) can be eliminated or reduced to an acceptable level through utilization of reasonable job accommodations.

Prior to any placement on involuntary leave the Employer shall give written notice to the bargaining unit member that such personnel action is under consideration and the reasons for such consideration.

Upon request of the employee, a hearing shall take place before the Superintendent (or other designee of the Employer) prior to placement on involuntary leave. During the pendency of this hearing the Employer shall have the right to place the employee on an interim paid leave status, pending a final administrative decision as to the necessity for an involuntary leave.

(6) Child Care Leave (Unpaid)

- (A) A bargaining unit member may be granted an unpaid leave of absence, not to exceed three (3) months in duration, for the purposes of caring for a newborn child, a seriously ill child or for adoption of a child. The employee may request and the Board may grant a leave extension for this purpose, not to exceed a total of twelve (12) months from the original commencement of leave.
- (B) An employee requesting this leave shall give at least thirty (30) days advance notice, except in the case of emergency where shorter notice may be acceptable.

(7) Vacation

- (A) Drivers employed on a regular basis for summer programming (i.e. special education) shall earn vacation at the rate of 1.66 days per month worked, for the months of June,

July and August. Vacation shall be utilized during the summer when accrued and at a time approved by the Employer. This paragraph shall only be applicable to those bargaining unit members hired on or before September 1, 1992.

(8) Leave Administration

- (A) Any leave rights or benefits under this Article shall not be available to probationary employees, as defined in Article 5 of this Agreement. In extenuating circumstances (e.g. bereavement, jury duty, serious personal illness) the Employer may grant probationary employees unpaid leave time.
- (B) Time absent on unpaid leave shall not be regarded as time worked for any purpose under this Agreement, with the exception of seniority rights as provided in Article 8.
- (C) Any unpaid leave is subject to approval by the Employer, upon written request of the employee (or the employee's personal representative, in the case of mental incapacity or physical inability or absence.)
- (D) Upon the termination of a paid leave under this Article, the employee shall be returned to the job (if still in existence) held prior to the commencement of leave.

Upon the termination of an unpaid leave under this Article, the employee shall be returned to the job (if still in existence) held prior to the commencement of leave unless the position held by the employee at the time leave was taken has been declared vacant under Article 4 ¶ (4) (A) of this Agreement or has been filled by a more senior bargaining unit member per Article 4(3) of this Agreement.

All drivers returning to work when the job held prior to commencement of leave is no longer available shall, in that event, first displace any substitute driver who is on a regular schedule of runs. If there are no substitute drivers to displace, the driver returning from leave shall displace the least senior regularly employed driver.

- (E) No employee shall return to work prior to the expiration of such employee's leave unless otherwise agreed to by the Employer.
- (F) Any paid leave taken under this Article must be taken in segments of at least one-third (1/3) day, unless otherwise agreed to by the Employer.
- (G) The Employer may require any employee to submit to a physical or mental examination by an appropriate practitioner selected by the Employer for purposes of: verifying an employee's eligibility for leave under any provision of this Agreement; to evaluate fitness for duty where the Employer has reasonably founded concerns related to job performance or safety; to comply with state and/or federal statutes requiring periodic examinations; or to assess an employee's fitness for return to duty. The Employer shall pay the cost of any physical or mental examination required under this section which is not covered by insurance.

Prior to requiring a bargaining unit member to submit to a physical/mental examination under this Section (with the exception of periodic examinations required by law), the Employer shall consider any information, prognosis or diagnosis which the employee may authorize his/her physician or other health care services provider to supply regarding the employee's condition and ability to work.

- (H) To the extent required by the Family and Medical Leave Act, an eligible bargaining unit member shall be granted leave and the other rights specified by that law. When leave is taken by an eligible bargaining unit member under the Family and Medical Leave Act, the Employer shall likewise enjoy all rights afforded it by that law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including Employer and eligible bargaining unit member rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.

ARTICLE 11

GENERAL PROVISIONS

(1) Notices

Any written notice given pursuant to this Agreement shall be addressed and delivered as follows:

- (A) Employer: Office of Superintendent
Olivet Public Schools
- (B) Union: Michigan Education Association/
Olivet Educational Support
Personnel Association
1601 East Grand River
Lansing, Michigan 48906
- (C) Employee: As set forth in the records of the Employer.

or such other address as a party or an employee shall hereafter furnish in writing. Nothing in this section shall prohibit personal delivery of written notices.

(2) Scope, Waiver and Alteration of Agreement

It is expressly agreed that no provision of this Agreement shall be altered during the term of this Agreement except upon the voluntary prior written consent of both the contracting parties. 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 this Agreement.

(3) There are no understandings or agreements or past practices which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreements shall be binding on either the Employer or the Union until the same

have been put in writing and signed by both the Employer and the Union as either an amendment to this Agreement or a Letter of Understanding executed by both parties.

(4) It is the intent of the parties that provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights and claims which may be asserted hereunder.

(5) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and qualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

(6) Separability and Conformity to Law

Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision or application of this Agreement shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision or application shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, the parties agree to meet within twenty (20) days of such action in order to renegotiate such invalidated provision.

(7) For the purposes of this Agreement:

(A) Captions

Captions are included only for convenience of reference and shall not modify, in any way, any of the provisions contained herein.

(B) Right to Modify

The rights of either party or of an employee to any benefits shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this Agreement in a subsequent agreement, and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.

(C) Masculine Includes Feminine

Whenever, in this Agreement, the masculine gender is used, it shall be deemed to include the feminine gender.

(8) Subcontracting and Performance of Unit Work

- (A) The right of contracting, subcontracting, and assignment of unit work shall remain vested in the Employer. The parties recognize that the Employer has customarily assigned certain work outside the unit such as: cooperatively operated out-of-District runs to regularly conducted educational programming; special education transportation for individual pupils who have been transported by a bargaining unit member to Battle Creek and who are then transported for services to another constituent district of Calhoun ISD; transportation of small groups of student participants (totaling six or less) to curricular or extra-curricular functions; or where employees covered by this Agreement are not available.

This paragraph (A) shall expire in the event of a final and unappealed decision of a Michigan appellate Court concluding that the amendments to Section 15(3)(f) of the Public Employment Relations Act accomplished by 1994 PA 112 are valid.

- (B) The parties likewise recognize that non-unit employees of the Employer shall continue to have the right to temporarily perform work covered by this Agreement for purposes of instruction, training, safety inspection, equipment testing, or in the event of an emergency.

(9) Duplication of Agreement

The Employer agrees to furnish a copy of this Agreement to each employee who is employed in the bargaining unit during the term of this Agreement.

ARTICLE 12

TERM OF AGREEMENT

- A. This Agreement shall be effective upon ratification and shall remain in full force and effect until June 30, 1996 when it shall terminate. However, the rates for 1994-95 in the Basic Compensation Schedule set forth in Schedule A of this Agreement shall be retroactive to July 1, 1994. 1995-1996 wage rates, as set forth in Schedule A, shall be retroactive to July 1, 1995. This Agreement shall not be extended except by written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on this _____ day of September, 1995 .

OLIVET PUBLIC SCHOOLS
BOARD OF EDUCATION

By Bethel V. Page
President

By Judith S. Knapp
Secretary

MICHIGAN EDUCATION ASSOCIATION

By Karen Sherwood
UniServ Director

By Jerry Van De Markel
President

SCHEDULE A
COMPENSATION

(1) Basic Compensation Schedule

Effective upon ratification of this Agreement, the following wage schedules shall be in effect for the periods indicated.

| | | <u>1994-95</u> | <u>1995-96*</u> | |
|----|--|--------------------|-----------------|--------------------|
| | | (effective 7-1-94) | | (effective 7-1-95) |
| | | <u>#1</u> | <u>#2</u> | |
| 1. | Regular Run (per run) | \$15.69 | \$16.50 | \$17.00 |
| 2. | Kindergarten (per run) | \$18.70 | \$19.73 | \$20.32 |
| 3. | Special Education (per hour) | \$15.08 | \$15.83 | \$16.31 |
| 4. | Vocational Education (per run) | \$15.69 | \$16.48 | \$16.97 |
| 5. | Math/Science-Special Education (per run) | (see Art. 4) | | (see Art.4) |
| 6. | Shuttles (per run) | \$5.12 | \$5.38 | \$5.54 |
| 7. | Extra Trips (per hour) (includes training and down time) | \$7.67 | \$7.67 | \$8.90 |
| 8. | Starr Commonwealth (per hour) | \$15.08 | \$15.83 | \$16.31 |

(a) Drivers not electing insurance shall be compensated on wage scale #2. Drivers electing insurance, under Schedule B, shall be compensated on wage scale #1. Drivers who are eligible for insurance due to working 40 or more hours per week (excluding extra trips) on a regularly scheduled basis shall be compensated on wage scale #2. Eligibility will be set at 35 hours per week for employees hired before January 1, 1993. This paragraph shall expire on September 30, 1995.

(2) Bus Breakdown

An employee whose bus is disabled and who is required to remain with the vehicle beyond the termination of a regularly scheduled run shall be paid at the extra trip rate for any such time in excess of 1.75 hours spent on the regular run.

(3) Training

Bargaining unit members shall be compensated at the extra trip rate for time spent in attendance at mandatory courses for safety education and the time required for taking any on-road driver's skills test, either of which is required to be certified or qualified to continue in employment.

(4) Expenses Incurred on Extra Trips

Drivers shall be eligible for reimbursement for meals on extra trips, in accordance with the following schedule, with verification by receipt:

- A. Breakfast - up to \$4.25 if on duty before 10:00 A.M.
- B. Lunch - up to \$6.00 if on duty before 10:30 A.M. but not later than 2:00 P.M.
- C. Dinner - up to \$7.50 if on duty after 5:00 P.M.

Reimbursement will only be made where the meal period occurs on an extra trip where the driver is performing services for the Employer. Drivers are not entitled to meal reimbursement for extra trips under two (2) hours in duration. The above reimbursement provisions expire July 1, 1995.

The Employer shall absorb the cost of required lodging and board (for overnight trips), bus parking fees and other reasonable expenses incurred in connection with vehicle operation and performance of assigned work responsibilities.

When required to pay admission to an athletic event or activity associated with the trip, the driver will be reimbursed the price of same.

(5) Medical Examinations/Tests

The Employer agrees to pay the full cost of a required physical examination, if such examination is given or administered by a physician or medical facility designated by the Employer. If the examination is performed by a physician selected by the employee, reimbursement shall be up to \$65.00 (for 1994-95); and up to \$70 (effective July 1, 1995). The Employer reserves the right to require a physical examination by a physician of its choosing (and at Employer expense) in addition to any examination conducted by the employee's physician.

(6) Longevity

An employee shall be eligible to receive longevity pay in accordance with the following schedule.

| <u>Years of Service</u> | <u>1994-95</u> | <u>1995-96</u> |
|-------------------------|----------------|----------------|
| 21+ | \$250.00 | \$275.00 |
| 16-20 | \$200.00 | \$225.00 |
| 11-15 | \$150.00 | \$175.00 |
| 6-10 | \$100.00 | \$125.00 |

Eligibility for longevity shall be based upon completed school years of service to Olivet Community Schools and shall be paid on the final payroll of a school year. A "year of service" for purposes of this Section, means that the employee worked or was paid for 135 or more days during the regular school year.

SCHEDULE B

FRINGE BENEFITS

(1) Holidays

(A) The following shall be considered as holidays for the purposes of this Agreement:

- (1) Thanksgiving Day
- (2) Day After Thanksgiving
- (3) Christmas Day
- (4) New Year's Day
- (5) Memorial Day (effective 1996)

(B) To be eligible for holiday pay, an employee must:

- (1) Have seniority under Article 8 of this Agreement on the date the holiday occurs.
- (2) Have worked in full the Employer's regularly scheduled work day immediately prior to and the Employer's regularly scheduled work day immediately subsequent to the holiday, except if absence is due to jury duty, bereavement, or other emergency approved by the Employer.

(C) Employees covered by this Agreement who do not work on the holidays designated above and who satisfy the eligibility requirements set forth above, shall be compensated for such holiday based on the number of regular hours worked on the last work day immediately preceding the holiday, excluding assignment to any extra trips.

(2) Athletic Passes

(A) Each bargaining unit member will receive a pass for home athletic contests (excluding tournaments) on the same basis as such passes are issued to other employee groups of the Employer.

(3) Insurance

(A) Full-Time Employees: During the annual open enrollment period bargaining unit members who drive a minimum of forty (40) hours per week, (35 hours per week for employees hired before January 1, 1993) on a regular basis (excluding extra-trips) shall make a written election to participate in either Plan A or Plan B, as specified below. Once made, this election may not be changed until the next open enrollment period unless due to a change in family circumstances, as permitted by the insurance carrier.

- (1) Plan A - Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or carrier, the Employer shall make premium payments for single subscriber coverage for all eligible bargaining unit members (as defined above). Otherwise eligible bargaining unit

members hired on or before January 1, 1993 shall also receive dependent coverage for the following insurance plans, unless Plan B is elected.

Plan A shall consist of:

- SET UltraMed C
- SET Ultra Dent D (80/80/80); \$1,300.00
- SET UltraVision
- \$20,000 Term Life, with AD&D (no dependent coverage)

Effective October 1, 1995 Plan A shall consist of:

- MESSA Super Care I
- Delta Dental: 80/80/80: \$1,300 (\$1,000 maximum for Class I and II)
- VSP 2
- \$20,000 Term Life, with AD & D (no dependent coverage).

2. Plan B - Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or carrier, the Board shall make premium payments for coverage for all eligible [as defined in ¶ (3)A of this Schedule] bargaining unit members and their eligible dependents.

Plan B shall consist of:

- Ultra Dent D (50/50/80); \$1,300.00
- Ultra Vision
- \$25,000 Term Life, with AD&D (no dependent coverage)
- 403(b) annuity at single subscriber health plan rate (full-time drivers only)

Effective October 1, 1995 Plan B shall consist of:

- Delta Dental: 60/60/60: \$1,000 (\$1,000 maximum for Class I and Class II)
- VSP 2
- \$25,000 Term Life, with AD & D (no dependent coverage)
- 403(b) annuity at single subscriber health premium rate (full-time drivers only)

- (B) Regular Part-Time Employees During the annual open enrollment period bargaining unit members who drive a minimum of seventeen and one-half (17.5) hours per week, on a regular scheduled basis (excluding extra trips), may make a written election to participate in Plan A or Plan B, as described above. This benefit shall be limited to the nine (9) most senior drivers making the election, in writing, during the annual open enrollment period. For the period July 1, 1994 to June 30, 1995 drivers electing to participate under this paragraph shall be compensated on Wage schedule #1 in Schedule A. Those drivers shall also receive a monthly insurance subsidy from the Employer of \$63.00.

Effective October 1, 1995 drivers electing to participate under this paragraph shall have the sum of \$8.00 per week deducted from their compensation and shall receive an insurance subsidy from the Employer of up to \$32.00 per month. Drivers making this election are also responsible for all premium amounts required to maintain coverage in excess of the total of the Employer-provided monthly subsidy plus the employee deductions designated above, with the Employer being authorized to deduct such amounts from the driver's wages. If premiums are due for periods of coverage where the bargaining unit member is not in a pay status (or if pay is not adequate to cover the premium owed), the bargaining unit member must remit the necessary amount to the Employer prior to the premium due date.

- (C) The Employer shall not be required to remit premiums for any insurance coverages on behalf of a bargaining unit member if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.
- (D) The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The bargaining unit member is responsible for assuring completion of all forms and documents required for his/her participation in the above described insurance programs. The Employer, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Employer's failure to remit contractual premium amounts required of it.
- (E) When employment is interrupted by discharge, quit, leave of absence or any other reason (except as is provided below or as required for eligible employees under the Family and Medical Leave Act), all insurance coverage continues only for the balance of the calendar month in which such separation occurs. When separation is due to layoff or retirement, premiums for coverage will be paid by the Employer for the calendar month in which the separation occurs and for the next full calendar month.
- (F) Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage. The Employer shall be permitted to cancel benefits or policies under this Agreement which duplicate, in whole or in part, compulsory governmental sponsored or initiated insurance programs to which the Employer is required to contribute.

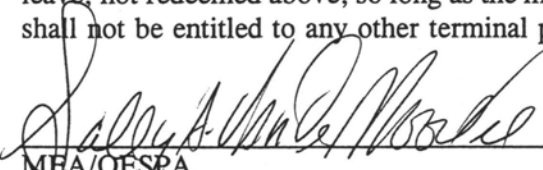
LETTER OF AGREEMENT
between
OLIVET COMMUNITY SCHOOLS
and
MICHIGAN EDUCATION ASSOCIATION/OLIVET
SUPPORT PERSONNEL ASSOCIATION

In consideration of the elimination of terminal pay from the collective bargaining agreement, the parties agree as follows:

1. Chuck Hickok shall be compensated for seventy-one (71) unused sick days at \$51.93 per day for a gross amount of Three Thousand Six Hundred and Eighty-Seven Dollars (\$3,687). This payment shall be made by the Employer on or before October 1, 1995.

2. Eleanor Mott shall be compensated for forty-two (42) unused sick days at \$47.88 per day for a gross amount of Two Thousand and Eleven Dollars (\$2,011). This payment shall be made by the Employer on or before October 1, 1995.

3. Chuck Hickok and Eleanor Mott shall be entitled to retain any unused accumulated sick leave, not redeemed above, so long as the maximum accumulation does not exceed thirty (30) days. They shall not be entitled to any other terminal pay at the time of retirement or separation.



MEA/OESPA



OLIVET COMMUNITY SCHOOLS

Date: 9-28-95

Date: 9/28/95