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6/30/99

AGREEMENT BETWEEN  
ST. JOHNS BOARD OF EDUCATION  
and  
ST. JOHNS SCHOOL BUS DRIVERS' ASSOCIATION  
1996-99

*St. John's Public Schools*

19910213

## TABLE OF CONTENTS

	Agreement . . . . .	1
	Preamble . . . . .	1
I	Recognition . . . . .	2
II	Rights of the Employer . . . . .	4
III	Association Rights . . . . .	5
IV	Employee Rights and Protection . . . . .	6
V	Seniority . . . . .	8
VI	Assignments and Vacancies . . . . .	11
VII	Driver Certification . . . . .	15
VIII	Evaluation . . . . .	16
IX	Leaves . . . . .	17
X	Wages and Life Insurance . . . . .	20
XI	Severance Pay . . . . .	24
XII	Grievance Procedure . . . . .	25
XIII	Duration of Agreement . . . . .	28
	Letter of Agreement . . . . .	30

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## **AGREEMENT**

This Agreement is entered into this July 1, 1996, by and between the Board of Education of the St. Johns Public Schools, (hereinafter referred to as the Employer), and the St. Johns School Bus Drivers' Association (hereinafter referred to as the Association).

## **PREAMBLE**

WHEREAS, the Employer and the Association recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act and the statements of policy contained therein; and

WHEREAS, the Employer and the Association have entered into good faith negotiations and reached agreement upon wages, hours, and other terms and conditions of employment;

The Employer and the Association do hereby set forth and memorialize this their full agreement.

**ARTICLE I**  
**RECOGNITION**

- A. Pursuant to Act 379, Public Acts of 1965, as amended, the Employer hereby recognizes the Association as the sole and exclusive bargaining agent for its employees in the bargaining unit defined as: All bus drivers regularly scheduled to work at least two (2) runs per day, but excluding supervisors, administrators, substitute bus drivers, transportation supervisor, mechanics, and all other employees.
- B. The Employer agrees not to negotiate or extend the benefits of this agreement to any Drivers' organization other than the Association for the duration of this Agreement.
- C. The term "employee", singular or plural, when used hereinafter in this Agreement, shall mean a member of the bargaining unit as defined hereinabove. References to one gender shall include the other.
- D. The Employer during the term of this Agreement will deduct Association dues from the pay of an employee, who freely and voluntarily executes a written authorization for the deduction, in the amount indicated on the authorization form during the term of this Agreement, provided that an employee may at any time elect to cease membership in the Association and pay the representation fee. An employee may renew deduction of Association dues each year of this Agreement by execution of another written authorization under the same terms and conditions set forth hereinabove. The deduction shall be made each pay period. The total amount deducted shall be remitted to the Secretary-treasurer of the Association by check not later than the next pay period following the deduction. The Employer will furnish the Secretary-Treasurer of the Association a monthly record of those from whom deductions have been made, together with the amount of such deductions.

Any employee who is not a member of the Association or who does not make application for membership within thirty days from the date of commencement of employment, shall as a condition of employment, pay a fee to the Association an amount not to exceed the membership dues of the Association. The employee may authorize payroll deduction for such fee in the same manner as provided for Association dues hereinabove. In the event that an employee shall not pay such fee directly to the Association or authorize payment through payroll deduction, as provided, the Employer shall commence action to terminate the employment of such employee. The parties expressly recognize the failure of any employee to comply with the provision of this Article as just and reasonable cause for discharge of employment.

Article I  
Recognition

The Association agrees to indemnify and hold the Employer harmless against any and all claims, demands, costs, awards suits or other forms of liability including but not limited to back pay, damages, and all court or administrative agency costs that may arise out of or by reason of any action taken by the Employer for the purpose of complying with this Section. It is specifically and expressly agreed that payment of any of the above shall be made directly from the Association to the demanding party and at no time shall the Employer be obligated to pay out any monies for any reason relating to the provisions of this Section.

**ARTICLE II**  
**RIGHTS OF THE EMPLOYER**

It is agreed that the Employer hereby retains and reserves unto itself, without limitation all the powers, rights, authority, duties and responsibilities enumerated in the School Code and conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and the United States, including, and without limiting the generality of the foregoing, the rights to:

1. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct the activities and work of its employees;
2. Hire all employees and determine their qualification;
3. Promote, transfer and assign all employees;
4. Determine the size of the work force, and to expand or reduce the work force;
5. Establish, eliminate, continue and/or revise reasonable work rules, regulations and personnel policies;
6. Dismiss, demote and discipline employees pursuant to just cause;
7. Establish, modify or change any work, business or school schedules, hours or days;
8. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof, establish standards of operation and performance, and determine the means, methods and processes of performing and/or accomplishing the work to be done, including the assignment and distribution of tasks and work among the work force.
9. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer shall be limited only by the specific and express terms of this Agreement.

**ARTICLE III**  
**ASSOCIATION RIGHTS**

- A. The Association shall have the right to use school facilities for meeting upon proper facility authorization by the building principal when such use will not interfere with previously scheduled activities; and school office equipment, with exception of the school bus radios, when not otherwise in use, shall be made available for Association use. Costs of materials and supplies incident to equipment use will be met by the Association.
- B. Authorized representatives of the Association shall have the right to transact official Association business on school property during off duty time.
- C. The Association shall have the right to use regular mail services for purposes of communication and the right to post communications to its members in the usually administrative posting place in each building.
- D. The Employer agrees to make available to the Association in response to reasonable written requests to make available to the Association, in response to reasonable written requests, information relating to the financial resources of the district and other information necessary for the preparation of contract proposals or the processing of grievances.
- E. If negotiations are held during regularly scheduled routes, the Association President and one (1) representative will be paid for all missed routes.

**ARTICLE IV**  
**EMPLOYEE RIGHTS AND PROTECTION**

- A. The private life of a driver is not within the appropriate concern or attention of the Employer unless the driver's conduct adversely affects his/her relationship with students or causes harm to the school district.
- B. The Employer recognizes the merits of a policy of progressive discipline, which includes verbal warning, written warning, reprimand, suspension with pay and suspension without pay, with discharge as a last resort. Any disciplinary action taken shall be appropriate to the behavior which led to the discipline, recognizing that extreme infractions may result in immediate action which may bypass the earlier steps of the progression.
- C. After fulfilling the probationary period, no driver shall be disciplined, reprimanded or reduced in compensation as a disciplinary measure without just cause. Any such action shall be subject to the Grievance Procedure herein. A driver shall have the right to have present an Association representative whenever disciplinary actions are contemplated, and upon request for such representation, the action shall be delayed up to a maximum of forty-eight (48) hours to allow the representative to be present. All information forming the basis for a disciplinary action shall be made available to the driver upon request. Alleged breaches of discipline or complaints against a driver shall be brought to the driver's attention within ten (10) working days or dropped.
- D. Any case of assault upon an employee shall be promptly reported in writing to the Superintendent or his designee. The employee may be provided access to the Employer's legal counsel, upon approval of the Superintendent of Schools, to advise the employee of his/her rights and obligations with respect to such assaults, so long as said employee was performing his/her job at the time of the altercation. The employee shall be expected to use reasonable judgement while performing his/her job as a school employee.
- E. The Employer agrees, pursuant to its obligations according to state and federal law, not to discriminate against any driver on the basis of race, color, creed, national origin, age, sex, marital status, height, weight, religion, political affiliation or by reason of membership in the Association or participation in Association activities. Where there exists an administrative agency created by statute to enforce such claims, enforcement shall be pursued before the administrative agency exclusively and such claims are hereby expressly excluded from arbitration provisions of this Agreement.



Article IV  
Employee Rights and Protection

- F. The district shall maintain only one personnel file for each driver. Each driver shall have the right to review the contents of his/her personnel file, and the right to be accompanied by an Association representative when reviewing his/her file. A driver may submit a written response to any material in his/her file, the response to be attached to the relevant filed material.
- G. Information in the driver's communication folder shall be removed at the end of each school year.

## ARTICLE V

### SENIORITY

- A. A newly hired employee shall be on a probationary status for ninety (90) work days, taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) work days probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed during this period without appeal by the employee or the Association. Probationary employees who are absent on scheduled work days, or who serve their probationary period during the non-school period in which the job is not operative, shall work additional days equal to the number of days in which the job is not operative or equal to the number of days absent, and such employee shall not have completed his probationary period until these additional days have been worked.
- B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first working day. In the event the Employer hires two employees on the same date, the Association will be notified of the date of a drawing in the Personnel Office to determine the employee placement on the Seniority List. The employees involved and the Association representative will be invited.
- C. In the event that a substitute driver fills a temporary vacancy due to the absence of a regular driver for a continual period of time, with no break in such time, and then it is determined that there is a need to fill a permanent vacancy, and such driver does then assume a position as a regular driver, that substitute driver shall be given credit for his/her driving time that was continual during that period, for seniority purposes, and his/her seniority as a regular driver shall be established from the date that the employee first began to drive a bus on the continued temporary vacancy.
- D. If conditions necessitate a reduction in the number of Employees, layoff shall be based on seniority, with the Employees having least seniority laid off first. A laid off bus driver shall be placed on the substitute list for first call to substitute opportunities that will not cause the laid off bus driver to acquire an additional qualifying week for unemployment purposes.

Article V  
Seniority

- E. When the work force is increased after a layoff, or when a vacancy occurs, the most senior employee laid off will be recalled first, except where the senior employee lacks the necessary qualifications to perform the duties of the open position. Necessary qualifications are defined as meeting all state requirements and all local training requirements to drive the bus assigned. Notice of recall shall be sent to the employee at his last official address (as reflected in the employer's records) by registered or certified mail. If any employee fails to report to work within three (3) calendar days of receipt of notice or recall or five (5) calendar days of the mailing of notice of recall, whichever is earlier, or fails to notify the employer of his/her intent to return on the date specified in the notice, he shall be considered a quit. Employees on layoff status shall be entitled to exercise their seniority in any subsequent route selection meetings or will be recalled to the next available vacant route for which they are entitled by seniority, and qualification. Employees shall be carried on layoff status for a maximum period of three (3) years.
- F. An employee covered by this Agreement shall cease to have seniority and shall have his/her name removed from the seniority list, in the event:
1. He/She is discharged for cause and is not reinstated through the grievance procedure;
  2. He/She retires;
  3. He/She resigns;
  4. He/She is laid off for a period of three (3) years or a length of his/her seniority, whichever is less;
  5. He/She accepts employment elsewhere while on a leave of absence, or is self-employed for the purpose of making a profit during a leave of absence where such employment or self-employment is inconsistent with the reason for which leave of absence was granted;
  6. He/She fails to report for work on the first working day after expiration of a leave of absence without a reasonable excuse acceptable to the Board;
  7. He/She fails to report for work following a layoff within three (3) working days after he/she is notified to do so -- in person, by telephone, by telegram, or by five (5) calendar days if notified by certified or registered mail sent to his/her address of record with the Employer. It shall be the obligation of the employee to supply the employer with a current address;

Article V  
Seniority

8. He/She is absent for work, without permission, for three (3) consecutive work days;  
or
  9. He/She is on sick leave of absence for a period of two (2) years, or the length of his/her seniority, whichever is less.
- G. Seniority shall be retained, but shall not accumulate, for an employee who transfers to a supervisory position, with that employee having the right to exercise the seniority that he/she had accumulated while he/she was a member of the bargaining unit, and return to the bargaining unit, in the event that such employee vacates his supervisory position.
- H. The seniority list as of the date of this Agreement is attached to this Agreement. A minimum of one hundred eighty (180) student days constitutes a driver year for the purposes of seniority. A revised seniority list will be provided to the Association each six (6) months if changes occur.
- I. An employee may be required to retire from employment with the school district at or above the minimum age permitted by law.

## ARTICLE VI

### ASSIGNMENTS AND VACANCIES

#### A. Definitions:

1. Route - A "Route" is an established plan of bus runs and/or shuttles for the transportation of students by a school bus driver, to be performed on a routine basis throughout a school term
2. Run - A "Run" is the transportation of students by school bus from their pick-up points to school and/or from school to their drop-off points.
3. Shuttle - A "Shuttle" is the transportation of students by school bus between and/or among school locations where school classes, programs, activities and/or events are to be held for students of the school district as part of their school day instruction.
4. Trip - A "Trip" is the transportation of students by school bus to an event, contest, activity or field experience away from school locations used for regular school day instruction.
5. Kindergarten Run -  
A "Kindergarten Run" is the scheduled transportation primarily of Kindergarten students at mid-day by school bus on a continuous segment, which may be to pick up and/or take home.

- B. During the month of June preceding each school year, employees covered by this Agreement shall meet to select routes by seniority bid. All employees, whether on layoff or returning from leave, are entitled to participate and exercise their seniority to select an available route. The most senior employee shall have first choice of routes. Selection of routes shall continue in order of the next most senior employee until all the available routes are selected. Kindergarten runs shall be bid separately by seniority bid in the same manner as the basic routes. Any Kindergarten run not selected by seniority bid may be assigned to available routes remaining. Employees may exercise seniority to bump to another route prior to the fifth week of school. All bumping requests will be honored and placed in effect prior to the seventh week.

Article VI  
Assignments and Vacancies

- C. Regular drivers subbing Kindergarten runs shall be assigned by top seniority each day. Regular drivers may cancel their Kindergarten run sub up until 9:50 a.m. of that day.
- D. The Employer reserves the right to make any additions, deletions or changes in routes, shuttles, stops, length and number of runs and routes as necessary, for the efficient operation of the transportation system in order to meet requirements and/or needs of the district.
- E. If the time allotment for a bus route is reduced by more than fifteen (15) minutes from the original time allotment bid upon by the driver, a special conference will be held between representatives of the Employer and the Association to discuss the causes and any alternatives to deal with the impact upon the driver prior to implementing the reduction.
- F. Buses will be assigned to drivers and will move with the driver unless the Supervisor deems the type of route and condition of the bus warrants a different assignment. A bus, as determined by the driver to be unsafe because of faulty parts or equipment, will be returned to the garage for evaluation by Bus Mechanic. A bus shall not be operated until the mechanic OK's said bus. If the driver and mechanic are in disagreement over said bus, the Supervisor of Transportation shall be asked to determine the condition of the bus. If no bus is available for that driver, he/she shall not lose pay.
- G. An employee may be denied a route for good cause. Should the senior employee be denied a route, reasons for the denial shall be given orally to the employee at the time of the denial and within twenty-four (24) hours in writing. If the employee disagrees with the reason for such denial, it may become a proper subject for the grievance procedure. For the purpose of this provision the grievance may be initiated at Level II, if filed within five (5) days of the denial.
- H. Upon the completion of the probationary period, drivers become eligible to participate in the seniority rotation for the assignment of trips. If a newly hired driver has been previously employed as a bus driver and has driven trips for the school district previously, the supervisor may approve his/her participation in the trip rotation prior to completion of the probationary period. Drivers must drive all continuous runs of their route which can be completed preceding the trip to be eligible for the trip. A driver is not eligible to drive a trip which conflicts with a continuous run, unless the driver elects not to drive the entire run with which the trip conflicts. Substitutes may be used for trips in emergency situations when rotation drivers cannot be contacted. A bus driver is entitled to be assigned a trip pursuant to the rotation procedure without regard to overtime.

Article VI  
Assignments and Vacancies

- I. To be eligible for assignment to drive, drivers must meet all legal requirements and meet all local training requirements to drive bus assigned for the route or trip.
- J. If the bus garage/or administrative personnel are not available after two phone calls when a driver is in need of help because of a breakdown on out-of-town trips, they may contact the nearest AAA or equivalent service for emergency assistance. On out-of-town trips, the driver, in the absence of an Administrator, shall evaluate road conditions and determine whether to continue on or to return home.
- K. Whenever possible, student discipline conferences with parents required by the Employee will be scheduled immediately following or before a run or shuttle.
- L. Drivers will provide telephone numbers where they may be contacted during the day when weather or emergency conditions may require the early release and transportation of students home from school. Under these conditions drivers may be required to drive runs of other drivers who could not be contacted. Drivers who could not be reached shall not lose pay for the time lost provided they have followed this procedure.

Article VI  
Assignments and Vacancies

- M. When weather conditions cause hazardous driving conditions, drivers will be notified of when to commence their routes or any cancellations. Drivers will not be paid for any cancellations, unless it is the cancellation of a student instruction day which is not to be rescheduled for work on another date and the cancellation would not provide the drivers with at least one hundred eighty (180) days of work. If the canceled student instruction day is not to be rescheduled for work on another date and the cancellation would otherwise deny drivers an opportunity to work at least one hundred eighty (180) days of work in the school year, the drivers affected shall be paid their daily pay according to their time allotment scheduled for the canceled day.
- N. Drivers who report for work on a canceled school day who have not received notice of the cancellation by a telephone call to their homes no later than thirty (30) minutes before reporting time for their routes shall be paid three fourths (3/4) hour pay, unless the drivers are to receive their regular route pay for the canceled day.



**ARTICLE VII**  
**DRIVER CERTIFICATION**

- A. **Education Classes**: All drivers will meet State CDL/passenger/air brake requirements. Drivers will be given the option of at least one (1) approved workshop each year.

Drivers will receive their hourly driving rate when required to take state classes and tests.

- B. **Physicals/Chauffeur's License**: All drivers must pass a physical as required by the State. A Board paid physical will be given by the school approved doctor. The driver will maintain a valid and safe Chauffeur's License. All CDL/passenger/air brake renewals will be paid by the Board. T.B. x-rays will be paid for if required by the school approved doctor.

**ARTICLE VIII**  
**EVALUATION**

Each driver shall be evaluated at least once each year. The evaluation may include at least one (1) trip observation by the evaluator.

At the driver's request, an oral discussion of the trip observation will be held within two (2) work days from the date of the observation. The written evaluation shall be issued within ten (10) work days following the observation or the oral discussion, if one is requested. In the event the driver's performance is evaluated as deficient in some area, the Administration shall give the driver written suggestions, assistance, and a reasonable time to correct said deficiency. Before any evaluation is made part of a driver's permanent record, the driver shall have a chance to add statements or other information to the evaluation and shall sign his/her evaluation as an indication that he/she has seen it.

ARTICLE IX

LEAVES

A. Sick Leave

Sick leave will be granted all bus drivers on the following schedule.

	Days	2 Runs	Accum.	3 Runs	Accum.
96-97	13	36	400	39	600
97-98	13	36	400	39	600
98-99	13	36	400	39	600

These sick days may also be used for the care of immediate family - husband, wife, child, mother, father, grandchildren, mother-in-law, father-in-law and step-family. A combination of runs equaling six (6) days may be used for personal business. A personal business day may be used for any purpose at the discretion of the driver. Personal days herein granted, when used, shall be deducted from the sick leave. The driver shall notify the Supervisor of Transportation one day in advance, except in cases of emergency. The personal day is not to be used for the first or last day of the semester or year. or on a day immediately preceding or following a school break, except in case of emergency. Verification of any personal day may be required when one day's notice is not given.

B. Bereavement: Up to a maximum of three (3) days will be granted in case of the death of a mother, father, mother-in-law, father-in-law, spouse, children, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren or step-family. An additional three (3) sick days may be granted, if needed. Pay will not be docked and will not be charged against any sick or personal days.

C. Unpaid Leave Days: Upon application employees shall be granted up to two (2) days of leave without pay each school year. Requests beyond these two (2) days will be dealt with by the supervisor on an individual basis.

D. When it is determined either by agreement or a doctor's statement, that an employee cannot fulfill his job description, the employee will ask for voluntary leave of absence, or the Employer may place the employee on an involuntary leave of absence. Upon proper notification, the employee has the right to the use of his/her sick leave during this leave. When the employee is placed on an involuntary leave of absence and there is a dispute between the employee's physician and the Employer's physician regarding the employee's ability to perform his job, the two physicians shall appoint a third consulting physician whose decision shall be controlling. The cost of the consulting physician shall be shared between the Association and the Employer.

Article IX  
Leaves

- E. **Jury Duty**: Anyone called for Jury Duty shall not be docked for any time lost due to such call. The driver must drive any portion of his/her route possible prior to or after Jury Duty. However, said employee shall reimburse the district any monies received from Jury Duty service except those monies that exceed the driver's daily trip pay. Monies received for meal and travel expense is not to be reimbursed to the school.
- F. **Unpaid Leaves of Absence**: Employees may make application for unpaid leaves of absence to their supervisor. The application shall contain a statement of the purpose and duration of the leave requested. Application shall be made as soon as possible and at least thirty (30) days in advance, except where conditions absolutely preclude advance notice. An application for an unpaid leave of absence for the purposes stated hereinafter shall be granted under the conditions as follows:
1. An employee who is incapacitated or disabled due to physical or mental illness or accidental injury and has exhausted all earned and accumulated paid leave shall be granted a medical unpaid leave of absence for the duration of his/her disability up to one (1) year. The application for leave in this instance shall contain a physician's statement describing the employee's condition and prognosis for return to work. Return to work is conditioned upon clearance by a physician acceptable by the Employer that the employee is able to perform all the routine and expected tasks of the job.
  2. An employee shall be granted an unpaid leave of absence for the purpose of parental care of his/her newborn child for a period of up to one (1) year which may commence, at the employee's option, at any time prior to, during or upon recovery from the disability period related to pregnancy. An employee adopting a minor child shall be granted an unpaid leave of absence for the purpose of parental care of his/her newly adopted minor child for a period of one (1) year commencing with the date custody of the child is awarded to the employee.

Article IX  
Leaves

3. Unpaid leaves of absence shall be granted to employees to fulfill their military obligations to any branch of the United States armed forces.

Leaves of absence for purposes other than those listed hereinabove may be granted by the Employer in its discretion and under conditions it deems appropriate.

Return to a position with the Employer shall be subject to the relative seniority rights of the employees in the classification from which the employee took leave. The Employer may use a substitute worker in the position while the employee is on leave. The employee will be returned to the position if held by a substitute worker upon expiration of his/her leave, subject to any reduction in personnel affecting the position.

**ARTICLE X**  
**WAGES AND LIFE INSURANCE**

The following wage schedule is based on a minimum employment of a 180 student day school year or more as established by the employer.

	<b><u>Hourly Wage Schedule</u></b>		
	<b>96-97</b>	<b>97-98</b>	<b>98-99</b>
Bus Driver	17.09	17.52	17.97
Premium Pay	11.95	12.25	12.56
Extra Trip	9.72	9.97	10.22
Workshops	6.24	6.40	6.56

1. The Employer will continue the mandatory contribution required under the non-contributory plan of the Michigan Public School Employees Retirement System.
2. All new drivers shall receive fifty cents per hour less for the first 90 days. On the 91st day, they shall receive the salary listed above the appropriate year. For newly employed drivers with previous bus driving experience with the Employer, the Employer may waive the probationary period for salary and trip assignment purposes.
3. Extra trips to be paid at the rate listed above. Cancellation without 45 minutes prior notification will pay a minimum of one hour unless cancellation comes at the regular trip time for which the regular rate of pay will be paid. A premium rate as listed above will be paid for the first hour of an extra trip if the driver must give up one segment of their regular assignment. An additional hour of premium rate will be paid for each additional segment of a regular run which the driver must give up to take an extra trip.
4. Extra curricular trips consisting of four (4) hours will be entitled to one (1) meal. Trips consisting of eight (8) hours will be entitled to two (2) meals. Trips consisting of twelve (12) hours will be entitled to three (3) meals. Drivers will be reimbursed up to \$6.65 per meal upon presentation of paid receipts.
5. Extended trips, such as out-of-state or overnight, will pay a minimum eight (8) hours but not limited to eight (8) hours. Driver to be released by activity director at end of work day.

Article X  
Wages and Life Insurance

6. Any time retroactive pay equals 1-1/2 times the normal bi-weekly gross, the tax will be spread to equal 1-1/2 pays in order to maintain the same tax percentage.
7. Employees shall be paid the hourly rate as specified for all duty time on regularly schedule routes or on tasks attendant to the regularly scheduled route. A time allotment shall be determined for each route which shall be the normal amount of time needed to drive the route and perform other attendant duties under the ordinary and usual road conditions, weather, and other relevant circumstances. For payroll purposes, the amount of pay shall be calculated according to the time allotment for the entire route and the number of days of student instruction. Each driver shall receive notice of the time allotment and any subsequent adjustment in writing with a copy to the Association.

Each driver shall be paid a daily minimum of 2.5 hours for work on a regularly scheduled route. Kindergarten runs shall be calculated and paid at a minimum of 1.5 hours of work during a regularly scheduled route, which shall apply toward the 2.5 daily minimum. To receive payment for hours of work beyond the time allotment or minimum, whichever is the greater period of time, the driver must submit a time deviation report on the form provided by the Supervisor which shall specify the reasons for the additional time involved. Deviation reports must be submitted by the driver within one (1) day of the occurrence of the deviation. Deviations shall be verified or denied within five (5) work days after being submitted to the Transportation Supervisor. Upon verification of the time and reasons as operationally necessary, the deviation shall be recorded and submitted to the Payroll Department, upon the accumulation of at least one (1) hour of time. Employees will not be paid for non-duty time between segments of the daily route.

8. All hours paid as a paid leave benefit shall not be counted as hours worked in the work week for purposes of calculating entitlement to overtime rates.

Article X  
Wages and Life Insurance

9. The Employer shall provide term life insurance coverage in the amount of twenty five thousand dollars (\$25,000) and short term disability insurance (28th day/\$100 per week), for each bus driver assigned to a regularly scheduled route who makes application and meets the work requirements of the insurance company for coverage. The coverage shall be provided without cost to the bus driver for the months of active employment and the succeeding summer months of July and August if the bus driver has completed a full work year or is assured of continuing employment in the same capacity for the succeeding work year. Otherwise, the coverage will terminate when the employee terminates or commences an unpaid leave of absence.
10. **Insurance Option:** Employee may purchase with their monies medical insurance through the school medical insurance carrier **under the following conditions:**
  - a. The right to name the carrier is at the sole discretion of the Board.
  - b. All insurance coverage offered is subject to the rules, regulations and policy of the Board's insurance carrier, and subject to acceptance by the Board's carrier of the written application of the employee.
  - c. Medical plans **are restricted to** those available from the Board's carrier for individual purchase. It is understood that all employees may have to choose the same plan offered by the carrier instead of making individual choices.
  - d. The yearly cost of the insurance selected **must** be deducted via payroll deduction during the **normal** work year of the employee. The Board shall incur no financial obligation toward the cost of the insurance.
  - e. Should the employee be on an unpaid leave of absence, the responsibility for premium payments rests between the individual employee and the insurance carrier.
  - f. The terms of any policy issued by the Board's carrier shall be controlling as to all matters concerning benefits, eligibility, termination of coverage, and other matters and shall not be the subject of any grievance.

The Employee must have on file a signed authorization for payroll deduction for insurance. Payroll deduction is then contingent upon sufficient wages owing to cover the deduction. During any pay period that insufficient wages are owing to cover the deduction, payment of an amount equal to the deduction must be made to the Board's Business Office. Non-payment may result in loss of coverage.



Article X  
Wages and Life Insurance

11. **Longevity**: When a bus driver reaches 15/20/25/30 year of seniority, a longevity payment of \$150/\$200/250/\$300, respectively, shall be made. Eligibility to be based on the Seniority List and on full years of service at the beginning of the school year. This lump payment shall be made by separate check on the second payroll date in November of the employee's anniversary year. Longevity payments shall be made only to those actively employed.

**ARTICLE XI**  
**SEVERANCE PAY**

Any bus driver having worked for the St. Johns Schools for at least ten years shall be paid for accumulated sick leave days at the time of separation, to a maximum of 200 days, payable according to the following schedule:

<u>1996-97</u>	<u>1997-98</u>	<u>1998-99</u>
\$15 first 100 days	\$15 first 100 days	\$20 first 100 days
\$20 second 100 days	\$20 second 100 days	\$25 second 100 days

**ARTICLE XII**  
**GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the expressed terms and conditions of this contract.
- B. The grievant(s) and the Association representative shall be released from duty with no loss of pay to attend grievance meetings and hearings scheduled by the Administration or Employer during the working day of the grievant(s) and/or representatives.
- C. No reprisals of any kind shall be taken against any driver for participation in any grievance proceeding.
- D. The grievant(s) and/or Association shall handle grievances. The Employer hereby designates the employee's immediate supervisor to act as it's representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- E. The term "days" as used herein shall mean scheduled work days. Time limits may be extended only upon mutual agreement of the parties. Any grievance not answered within the time limits by the Employer, may be advanced to the next step by the Association. Any grievance not pursued by the Association within the time limits shall be deemed settled on the basis of the Employer's last response.
- F. Written grievances as required herein shall contain the following:
  - 1. It shall be signed;
  - 2. It shall be specific;
  - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
  - 4. It shall cite the section or subsections of this contract alleged to have been violated;
  - 5. It shall contain the date of the alleged violation;
  - 6. It shall specify the relief requested.
- G. **Level One** - A grievant and/or his Association representative alleging a violation of the express provisions of this contract shall within ten (10) working days of when the employee knew or should have known of the occurrence orally discuss the grievance with the immediate supervisor or his designee in an attempt to resolve same.

Article XII  
Grievance Procedure

If no resolution is obtained within three (3) days of the discussion, the grievant shall reduce the grievance to writing and submit it to the Supervisor for his written response. If no resolution is obtained within eight (8) days of the discussion, the grievance may be filed at Level Two.

**Level Two** - A copy of the written grievance shall be filed with the Superintendent or his designated agent. The Superintendent or the designated agent shall sign and date the grievance. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall meet with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the employee's immediate Supervisor in/on which the grievance arose, and place a copy of same in a permanent file in his office.

**Level Three** - If the Association is not satisfied with the disposition of the grievance at Level Two or if no answer has been received by the due date, the Association may submit the grievance to binding arbitration before an impartial arbitrator by filing a demand for arbitration with the Employer within twenty (20) work days of the Level Two disposition or the deadline for the disposition. The arbitrator shall be selected through lists of resident Michigan arbitrators obtained from the Federal Mediation and Conciliation Service. The Employer and the Association shall not be permitted to assert in such arbitration proceeding any ground, or to rely on any evidence, not previously disclosed to the other party. The arbitrator shall have no authority to alter, ignore, modify, add to, or subtract from the terms of this Agreement. The arbitrator shall have no authority to make a decision in any case of discharge or discipline of a probationary employee. The arbitrator shall have no authority to make a decision in any matter based upon an interpretation of any statutory law for which there is an administrative agency created by state or federal statute which has jurisdiction to determine the legal rights of the grievant. Both parties agree to be bound by the award of the arbitrator made within the scope of authority. The fees and expenses of the arbitrator shall be paid as follows:

Article XII  
Grievance Procedure

If the grievance is sustained and the remedy sought by the Association is awarded in full, the Employer shall pay the fees and expenses in full.

If the grievance is denied in full, the Association shall pay the fees and expenses in full.

If the grievance is neither sustained in full, or denied in full, the fees and expenses of the arbitrator shall be shared on a percentage basis as determined by the arbitrator.

Employees who are necessary participants in an arbitration hearing as an Association representative or witness in the proceedings shall be released from duty without loss of pay for the time necessary to represent or testify as the case may be, provided the hearing is held on the employer's premises. If the hearing is not held on the employer's premises, employees may use personal business leave or the Association may reimburse the employer for necessary substitute costs, unless the employer initiates the request for the hearing to be held away from its premises. An attempt shall be made to schedule arbitration and attendance of employees at times which will avoid or minimize release from work.

- H. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.

**ARTICLE XIII**  
**DURATION OF AGREEMENT**

A. **Entire Agreement**

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices whether oral or written and expresses all obligations imposed upon the Employer and the Association. This Agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by the Employer and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. **Separability**

If any specific provision of the Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void but all other provisions or applications shall continue in full force and effect. The Employer and the Association will meet upon request of either party to renegotiate the provision nullified.

C. **Term of Agreement**

This Agreement shall become effective upon ratification by the Employer and the membership of the Association and shall continue in effect through the 30th day of June 1999, at which time it shall terminate unless extended by written agreement of the parties.

D. **Negotiations**

At any time within ninety (90) days prior to the termination date of this Agreement either party may serve written notice to the other of its desire to begin negotiations upon a successor collective bargaining agreement and negotiations shall begin within thirty (30) days from the receipt of the notice.

E. **Contract Administration Meetings**

The negotiating teams will meet monthly for the purpose of communications and transportation efficiency.

Article XIII  
Duration of Agreement

F. Continuity of Operations

The Association recognizes that strikes, as defined by Section 1 of Public Acts 336 of 1947 of Michigan, amended, are contrary to law and public policy. The Employer and the Association subscribe to the principle that differences shall be resolved by lawful procedures without interruption of work. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Employer by any employees or group of employees which is contrary to law.

G. Successor Clause

The Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns to the extent required by law during the length of this contract. The Employer shall give notice of the existence of this Agreement to any purchaser of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of transfer.

ST. JOHNS SCHOOL BUS DRIVERS'  
ASSOCIATION

ST. JOHNS PUBLIC SCHOOLS  
BOARD OF EDUCATION

By Emojine Delander  
President

By Kevin Kih  
President

By Patrice Fox-Paseka  
Secretary

By James F. Spitz  
Secretary

By Don Becham  
Chief Negotiator

By Stephen Robit  
Chief Negotiator

Ratified: July 14, 1996

Ratified: August 19, 1996

LETTER OF AGREEMENT  
BETWEEN THE  
BOARD OF EDUCATION OF ST. JOHNS PUBLIC SCHOOLS  
AND THE  
ST. JOHNS BUS DRIVERS' ASSOCIATION

An opener for the contract years of 1997-98 and 1998-99 to discuss health insurance.

Kevin Kirk  
For the Board of Education

Erma Jane Desander  
For the Bus Drivers' Association

10-30-96  
Date

11-1-96  
Date



**RE-BID RUNS**

**Driver Name:** \_\_\_\_\_

Would like the following run: \_\_\_\_\_

All changes will take effect: \_\_\_\_\_

Signature of Driver: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX A  
GRIEVANCE FORM

Name of Grievant: \_\_\_\_\_

Date Filed: \_\_\_\_\_

Contract references(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Specifics of the alleged violation:

Settlement Desired:

Signature of Grievant: \_\_\_\_\_