

6/30/99

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UNION CITY COMMUNITY SCHOOLS

SCHOOL BUS DRIVERS
WORKING AGREEMENT

1996 - 1999
(1998-99)

Union City Community Schools

COLLECTIVE BARGAINING AGREEMENT

1996-99

THIS AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS, Counties of Branch and Calhoun, Michigan acting by and through its Board of Education (hereinafter called the "Employer") and the Local Association of School Bus Drivers and Aides (hereinafter called the "Association");

WITNESSETH:

ARTICLE 1

PURPOSE AND RECOGNITION

1.1 Purpose. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual benefit of the Employer, the employees, and the Association.

1.2 Recognition. The Employer, pursuant to the adoption of a resolution June 19, 1991, recognizes the Association as the exclusive representative of all the employees in the bargaining unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

1.3 Employee Defined. The word "employee" as used herein shall mean all regular bus drivers and special education bus aides, excluding substitutes, bus mechanic and all other employees.

1.4 Limitations. The Employer agrees not to negotiate with any organization representing bus drivers other than the Association for the duration of this Agreement.

ARTICLE 2

EMPLOYER RIGHTS AND RESPONSIBILITIES

Except as otherwise expressly provided in this Agreement, the Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and Constitution of the State of Michigan and of the United States, and all rights and powers to manage and conduct the activities of the Employer and to utilize and direct its employees which the Employer had prior to the certification of the Association.

ARTICLE 3

ASSOCIATION RIGHTS AND RESPONSIBILITIES

3.1 Association Rights. The Association shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:

A. Meeting Facilities. The Association may use school buildings for meetings, provided that the meetings do not conflict with employee hours of employment and do not interfere with the primary educational use of the facilities. Requests for meetings shall be directed to the office of the Superintendent or the Superintendent's designate.

B. Bulletin Boards. The Employer shall provide bulletin board space in the Driver's Room where official notices, seniority lists, and other pertinent information can be posted for the drivers, provided, however, that in no event shall controversial material or anything derogatory to the Employer or any employee be placed or be allowed to remain on such bulletin board. The bus supervisor shall post on the bulletin board a listing of routes/runs by bus number and the time the supervisor determines it takes to complete each regular and special run. This shall be posted within three weeks of the beginning of the regular school year.

Further, a calendar shall be posted in the drivers room whereas drivers can post their request for a personal day of leave. The bus supervisor shall fill in the name of the substitute driver as soon as one is available. The driver shall ensure that the substitute becomes familiar with the run. If a sub is not available, the driver agrees to reschedule the day off. The drivers will immediately inform the supervisor of the day the driver will be absent.

C. Driver's Room. The driver's room shall be open for a total of six and one-half (6-1/2) hours during the normal working time of the bus drivers. This time shall be mutually agreed upon between the drivers and the supervisor.

3.2 Association Responsibilities. The Association shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities:

A. Employee Representation. The employees covered by this Agreement may be represented by a three (3) person "Executive Committee" and hereby authorize the committee to act on their behalf. It is understood and agreed that the executive committee shall have the responsibility and authority to administer the provisions of this agreement.

ARTICLE 4

EMPLOYEE CONDUCT AND DISCIPLINE

4.1 Discipline. Management shall have the right to discipline an employee for just cause. All disciplinary action shall be corrective in nature and shall be handled in a professional manner at all times.

4.2 Procedure. The normal disciplinary procedure shall consist of the following, however, nothing in the aforementioned shall preclude the employee from moving to an advanced step depending on the seriousness of the offense: a) written, b) suspension, c) discharge.

4.3 Review. Any suspension or discharge may be grieved initially at the 2nd step of the Grievance Procedure.

4.4 Notice. The "Executive Committee" must be notified in writing of any action which results in a written entry in an employee's personnel file, suspension, or discharge.

ARTICLE 5

SENIORITY

5.1 Probationary Period. A new employee shall be considered a probationary employee for the first one hundred eighty (180) days worked as a regular driver. During the probationary period, an employee may be laid off, returned to substitute status or discharged in the sole discretion of the Employer. The new employee's name shall be entered on the seniority list beginning with the first day as a regular driver.

5.2 Seniority Defined. Seniority shall be measured from the date that an employee first performed services for the Employer. If two (2) or more employees have the same service date, the employee who has the lowest last four digits of his Social Security Number shall be deemed to be the most senior. For the purpose of this section, "service date" shall mean the date when the employee first provided services for the Employer as a regular driver after the last interruption of service, if the employee has been employed more than once by the Employer. A break in service caused by an authorized unpaid leave of absence in excess of ten (10) days shall not be deemed to be an interruption of service but such period shall not be included in the determination of the total amount of seniority. A break in service caused by an extended illness or disability shall also not be deemed an interruption, but under such circumstances an employee shall continue to accrue seniority.

5.3 Seniority List. The Employer shall prepare and maintain a seniority list, a copy of which shall be furnished to the Association prior to scheduled bidding dates as set forth in section 7.3. The names of all employees in the Association (excluding substitutes) shall be listed in order of their seniority date starting with the greatest amount of seniority at the top of the list.

5.4 Loss of Seniority. Seniority shall be lost if the employee:

- A. Voluntarily quits or retires. Such notice shall be in writing to the Transportation Supervisor.
- B. Is involuntarily terminated and the termination is not reversed through the procedure set forth in this Agreement;
- C. Is absent for three (3) consecutive days without notifying the Employer, or fails to return from an authorized leave of absence on the agreed upon date, unless the Employer and the employee shall otherwise expressly agree in writing;
- D. Does not return to work when recalled from layoff; or
- E. Is laid off for a period in excess of twelve (12) consecutive months or a period equal to the employee's seniority, whichever is less, except in case of total employee layoff, then seniority will continue for twenty-four (24) months.

ARTICLE 6

LAYOFF AND RECALL

6.1 Determination. If the Employer determines that the number of employees is in excess of its current requirements, it shall have the right to reduce the number of employees.

6.2 Layoff Procedures. Layoffs shall conform to the following guidelines:

- A. Probationary employees shall be laid off first.
- B. Seniority employees shall be laid off in reverse order of seniority.
- C. The Employer shall give not less than seven (7) calendar days notice of layoff.

6.3 Recall Procedures. When the work force is increased after a layoff, recall shall conform to the following guidelines:

A. The Employer shall give written notice of recall from layoff by personal service or by sending a certified letter/return receipt requested to the employee at his last known address as it appears on Employer records, which address shall be conclusive for purposes of this Article. It shall be the responsibility of each employee to notify the Employer of any change in address. If the employee fails to report for work within five (5) days from the date of receipt or attempt to deliver mailing of such notice of recall or personal service thereof, unless an extension is granted in writing by the Employer, the employee shall be considered a voluntary quit and shall thereby automatically terminate his employment relationship with the Employer.

ARTICLE 7

WORK SCHEDULING, ASSIGNMENTS, AND VACANCIES

7.1 WORK WEEK AND WORK DAY.

A. Work Week. The regularly scheduled work week for employees shall be established by their respective schedules, Monday through Friday.

B. Work Day. The beginning and end of the work day shall be as scheduled from time to time by the Employer, provided, however, that an employee shall receive reasonable notice of any change in the work schedule.

7.2 Bus Routes.

A. Designation. The Employer shall have the right to establish, modify or eliminate bus routes.

B. Definitions. The following routes shall be designated as regular runs:

(1) A regularly scheduled morning and a regularly scheduled afternoon run involving regular K-12 students.

(2) Noon Kindergarten run

C. The following routes shall be designated as special runs:

(3) A special education run involving a regularly scheduled morning and a regularly scheduled afternoon run.

(4) A vocational education run involving a regularly scheduled route leaving from Union City and returning to Union City.

(5) A Head Start run involving a regularly scheduled route for pick-up and drop off for as many days per week as the Board shall negotiate.

7.3 Changes in Assignment. At least five days prior to the beginning of the bidding procedure and at least five (5) days prior to the beginning of the second semester, employees will be notified of any vacancies or considerable modifications in existing bus routes. Vacancies and considerable changes in existing bus routes will be posted, and a meeting of bus drivers will be held for the purpose of bidding on available routes. An employee may bid on a vacancy in accordance with established bidding procedures, and except as hereinafter provided, bidding shall be on the basis of seniority. It is understood that if an assigned route is eliminated after the beginning of the work year, the driver affected may bump into the position held by the most junior employee until the end of the semester or school year, whichever shall occur first; however, unless such employee is a designated special run driver, in which event the Employer shall determine whether or not the driver affected possesses the special qualifications required pursuant to Section 7.4. If the Employer determines that such driver is not qualified, then the driver may bump into the position held by the next most junior employee; however, a vacancy occurring during a semester may be temporarily filled by a qualified substitute but the vacancy shall be posted in accordance with the provisions set forth in this section. If a route/run is reestablished after being eliminated, the driver previously on that run will be given first choice. (The driver must be currently employed.) If refused, the supervisor may appoint from the letters of interest of the best qualified applicants.

7.4 Special Runs. It is understood and agreed that special qualifications are required to successfully handle children involved in special runs and that, accordingly, selection of drivers and aides for such runs shall be vested solely in the Employer and not subject to established bidding procedures, provided, however, that first consideration shall be given to regular employees. Drivers interested in special runs shall notify the supervisor by the scheduled August bidding meeting. Letters of interest shall be renewable annually.

7.5 Extra Trips. Extra trips such as field trips and athletic trips are an important part of the total educational program of the school district.

A. All extra trips shall be posted at least five (5) work days in advance, except in cases of emergency.

B. Assignment of drivers to extra trips shall be based on seniority/rotation except as provided in 7.5 "G".

- C. If no driver shall elect to take the extra trip after the drivers have had two opportunities to bid on the available trips the Employer may select from a pool of substitute drivers.
- D. Drivers who accept a field trip that interferes with their regular run shall receive their regular pay rate for that period of time they would be on their regular run.
- E. Drivers may trade trips with the supervisor's approval.
- F. If an extra trip is canceled after it has been bid, the driver shall be at the top of the next bid list as well as in the proper rotation, unless the trip is reinstated.
- G. Any "in city" trip shall be paid a minimum of one (1) hour and these trips shall be bid by rotation on a separate seniority/bid list. Drivers for Sherwood Elementary trips to Union City shall be at the discretion of the supervisor. "In City" trips shall include 4th grade visitation.
- H. Drivers shall be available at all times during extra trips. Drivers may leave the site of an extra trip only with the supervisor's approval and must notify the teacher/coach in charge where they will be during their absence. Drivers are responsible for routes traveled on extra trips and must check intended routes with the supervisor prior to departure.
- I. The parties agree that the process of bidding extra trips has created problems particularly as it relates to Drivers who sign up for these trips on a seniority basis and then at the last minute remove their name from the list. If the driver turns down the trip, a note will be placed in the driver's file and infractions reflected on the bus driver's evaluation. On a second offense within a year's time, the bus driver shall lose thirty (30) days off of the rotation cycle. On a third offense, the bus driver will lose all privileges to sign up for extra trips for the rest of the school year.
- J. The parties agree that due to a possible shortness of time for the supervisor to find a suitable driver for an extra trip, the supervisor has complete discretion on taking the first driver available for these trips. Further, if a time factor is involved in order to get the bus leaving at a certain time, the supervisor has the discretion to assign the first available driver to this trip.

7.6 Kindergarten Runs. Kindergarten noon runs shall be bid annually by seniority. Any regular driver is eligible to bid on a kindergarten route unless the extra time would cause that driver to have more than forty (40) hours in any one work week. Drivers bidding kindergarten routes by seniority may request a specific route. A rotation list shall be maintained for substitute kindergarten drivers. Drivers must notify the supervisor of their interest in substituting for kindergarten routes.

7.7 Substituting. The substituting for all runs will be based upon the driver's seniority through a rotational cycle and upon the qualifications of the the driver as determined by the supervisor. The regular runs are the main responsibilities of the bus drivers assigned to those runs. Substitute bus drivers will be first picked from the pool of qualified substitute drivers. When they are not available, a driver from a regular run will be selected based upon the driver's seniority through a rotational cycle and upon the qualifications of the the driver as determined by the supervisor.

ARTICLE 8

AUTHORIZED ABSENCE

8.1 Sick Leave. Each employee shall be credited with one (1) day of sick leave for each month of employment, not to exceed ten (10) days during the normal work year. Those employees required to work during the summer months shall receive two (2) additional sick days. Sick leave shall be administered in accordance with the following guidelines, namely:

A. Sick leave may be used for:

- (1) Personal illness
- (2) Any communicable disease which would be hazardous to the health of students, employees or other persons using the facilities of the school district.
- (3) Medical treatment or dental extraction shall be taken in not less than one-half (1/2) day periods, one third (1/3) day periods for kindergarten drivers.
- (4) Sick leave will be authorized when an employee is taken ill on the job, one-half (1/2) day minimum, one third, (1/3) day periods for kindergarten drivers.
- (5) Voluntary medical/dental appointments must not be scheduled during working hours unless prior approval has been received three (3) days in advance from the bus supervisor.
- (6) Up to three (3) days may be used for illness or injury to a member of the immediate family as defined in Funeral Leave Section 8.3.

B. Sick leave shall be charged against work days only, and shall cease to accumulate and shall not be used by an employee during such period as the employee is on an authorized or unauthorized leave of absence, or is not otherwise regularly providing services to the Employer.

C. Sick leave may not be granted in anticipation of future service. Recognized holiday falling within a sick leave period shall not be counted as sick days.

D. A medical certificate may be required in the absence of evidence of an employee's illness or injury that prevented his attendance at work for a period of five (5) consecutive days.

E. Bus drivers returning from sick leave will resume their regular run provided they had established that run at the beginning of the semester.

F. Unused sick leave may accumulate to sixty (60) days. If employment is terminated, any accumulated sick leave shall be canceled and the employee shall not be compensated either in terminal pay or otherwise.

G. It is the employee's responsibility to notify the Employer as soon as practicable if the employee is unable to work by reason of illness or other disability. Such notice shall be given to the Employer's designee no later than 1 hour prior to the drivers regularly scheduled reporting time. Except for good cause shown, an employee may be denied sick leave benefits if timely notice is not provided.

H. In the event of an extended illness greater than 2 weeks, the employee shall notify the employer of his intent to return to work five (5) days prior to returning to work.

8.2 Personal Leave. An employee may be granted two (2) days per year for personal business that cannot reasonably be scheduled outside of the regular work day in accordance with the following guidelines:

A. Except in the case of an emergency, a request for a personal leave day shall be made not less than three (3) work days in advance to the Bus Supervisor.

B. A personal leave day shall not be used for other employment or the seeking of other employment, or for social, recreational, vacation or other similar purposes.

C. Personal leave shall not be requested or scheduled for use on days immediately before or after scheduled vacations or holidays without the prior approval of the Superintendent

D. Personal leaves shall be limited to two (2) on any one day except during deer hunting season and special festival occasions where substitute drivers may not be available. If subs are available, two (2) drivers may use a personal day each day during these times.

8.3 Funeral Leave. An employee shall be entitled to three (3) days leave for death in the immediate family without loss of pay for time lost from regular scheduled runs if such employee attends the funeral. For purposes of this provision, "immediate family" shall include mother, father, brother, sister, spouse, children and stepchildren, and grandparents of the employee or the employee's spouse. Additional funeral leave may be approved at the discretion of the employer or designee.

8.4 Meritorious Leave. The Employer may grant an unpaid leave of absence to an employee on such terms as the Employer and the employee shall agree for meritorious reasons not otherwise provided herein. In determining whether to grant any such leave, the Employer shall consider:

- A. The past performance of the employee;
- B. The staffing needs and other requirements of the Employer;
- C. The length of service of the employee and the probability that the employee will return to the service of the Employer; and
- D. The purpose or purposes of the leave.

The Superintendent is authorized to grant a meritorious leave for a period not to exceed ten (10) work days upon written request. In such instance an employee shall not lose seniority. A meritorious leave for longer than ten (10) days shall require action by the Board of Education. Employees shall not be granted a leave for the purpose of seeking or holding employment elsewhere.

8.5 Disability Leaves. An employee who is or will be physically or mentally disabled shall be granted a leave of absence in accordance with the following guidelines:

A. Foreseeable Disability. If the employee knows, or reasonably should know, that the employee has a physical or mental condition which would result in disability, the employee shall:

- (1) Notify the Employer as to the nature and extent of the expected disability.
- (2) Furnish the Employer a statement from the attending physician specifying in the physician's opinion any limitations on the performance of duties, the probable date when the employee will be significantly impaired in the performance of the employee's duties, and the probable length of time during which the employee will be disabled from performing the employee's work assignment.
- (3) Furnish the Employer such other information as may be necessary, including the attending physician's release to assure the safety and welfare of the employee, students and other employees.
- (4) An employee shall be granted a leave of absence for the period of disability except that the Employer shall not be required to grant a leave for more than one (1) year.

B. Benefits. An employee who has been granted a disability leave shall receive payment for accumulated sick leave benefits to the extent eligible.

8.6 Jury Duty. An employee who is summoned and reports for jury duty shall be paid by the Board an amount equal to the difference between the amount of wages the employee otherwise would have earned by working for the Board on that day and the daily jury fee paid by the court (not including travel allowances or reimbursement of expenses), for each day on which the employee reports for or

performs jury duty and on which the employee otherwise would have been scheduled to work for the Board. In order to receive payment, an employee must give the supervisor prior notice that he has been summoned for Jury Duty, and must furnish satisfactory evidence that he reported for or performed such acts on the days for which he claims payment.

ARTICLE 9

GRIEVANCE PROCEDURE

9.1 Objectives. It is the intention of the parties to provide a peaceful and orderly procedure to resolve any dispute concerning the interpretation or application of the terms and provisions of this Agreement. Any such dispute shall be termed a "grievance".

9.2 Informal Adjustment. An employee who believes he has a grievance shall first discuss the matter with his immediate supervisor (Bus Supervisor) personally, or accompanied by a member of the Executive Committee, within five (5) days after he becomes aware or should have known the occurrence of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. If the grievance is not settled informally, the following formal grievance procedure shall apply.

9.3 Formal Grievance Procedure.

A. First Step. If the grievance is not satisfactorily resolved by informal adjustment, the grievant shall have five (5) days from and after the termination of the conference with the employee's supervisor within which to file a written grievance. All grievances shall be signed by a representative of the Executive Committee and the employee who is filing the grievance and shall contain the nature of the grievance, including the specific provisions of the Agreement involved, the facts upon which the grievance is based, when it occurred, and the relief requested. The grievance shall be submitted to the Superintendent within the time period set forth above, and the Superintendent shall meet with the grievant, the employee's representative, and the bus supervisor. After the meeting, the Superintendent shall give a written answer to the aggrieved employee and the Association within ten (10) days. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it. Two (2) copies of the grievance thus settled shall be retained by the Association and one (1) copy by the Superintendent.

B. Second Step. If the answer at the First Step is not satisfactory and a written request for a hearing is directed to the Secretary of the Board of Education by a duly authorized representative of the Association within ten (10) days from receipt of the answer, then such hearing shall be held at the next regularly scheduled meeting of the Board. The Board of Education shall meet with the grievant and the Association representative for the purpose of seeking a positive and constructive disposition of the grievance. A written answer shall be given to the aggrieved employee and the Association representative within ten (10) days after the termination of the hearing.

C. Third Step. If the answer at the Second Step is not satisfactory and the Association wishes to carry the matter further, the grievance may be submitted to arbitration in accordance with the procedures hereinafter set forth, namely:

(1) The Demand for Arbitration shall be filed within ten (10) days from the receipt of the answer at the Second Step.

(2) If representatives of the parties cannot mutually agree on an arbitrator to hear the grievance within ten (10) days from receipt of the Demand for Arbitration, then they shall jointly submit a request to the Federal Mediation and Conciliation Service for a panel comprised of proposed arbitrators who are domiciled in Michigan. The arbitrator shall be selected in accordance with Section 1404.13(b)(2) of the Policies, Functions and Procedures Manual, dated April 15, 1979. If either of the parties rejects the entire

panel, a second panel may be requested by such party upon notice to the other party and the FMCS.

- a. The arbitrator shall have no authority to add to, subtract from, change or modify the provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provision contained herein.
- b. The arbitrator shall render his written decision within thirty (30) calendar days from the conclusion of the hearing unless extended by mutual agreement of the parties.
- c. The decision of the arbitrator shall be final.

9.4 General Procedures.

A. Definitions.

- (1) "Grievant" means the Association or employee filing the grievance. If the grievant is an employee, the employee shall have the right to personally attend each conference or hearing and/or have a Association representative present.
- (2) "Event" means the act or omission which the grievant alleges violates one or more provisions of this Agreement.

B. Form of Action. All grievances, replies and requests shall be in writing and shall be filed with each party.

C. Exclusions. The grievance procedure shall not apply to:

- (1) A grievance by any employee who desires to assert his legal right to present such grievance directly to the Employer and have it adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement, and provided further that the Association is given the opportunity to be present at such adjustment.
- (2) Any claim in which proceedings are pending before any state or federal administrative tribunal, agency or court, it being the intention of the parties that a grievant shall have one (1) remedy only.
- (3) Any provision of this Agreement which contains an express exclusion from this procedure.
- (4) Any mandates by law.

D. Withdrawals and Denials. Any grievance or request for advancement to the next grievance level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall be deemed to have been denied and the grievance shall automatically advance to the next grievance level unless withdrawn.

E. Costs. Any fees paid for the services of an arbitrator, including expenses, shall be shared equally by the parties; however, each party shall be responsible for its own costs in preparing for or arising out of an arbitration proceedings, including the costs of its own witnesses.

F. Contract Expiration. The provisions of this Article shall be automatically extended beyond the contract expiration date to the extent required to complete the processing of a grievance filed prior to such expiration date.

ARTICLE 10

COMPENSATION AND BENEFITS

10.1 Basic Compensation. The job classifications and the wage ranges are set forth in Schedule "A" attached hereto and by this reference made a part hereof

10.2 Overtime Compensation. Employees required to work in excess of forty (40) hours per week will be compensated at time and one-half for any such hours worked. Overtime shall be authorized in advance by the employee's immediate supervisor understanding that it is unfair for some drivers to receive overtime compensation while others are working less than forty (40) hours. Drivers must not bid on any extra trip that would probably cause more than forty (40) hours in any one work week.

10.3 Fringe Benefits. The Employer shall provide fringe benefits as set forth in Schedule "B" attached hereto and by this reference made a part hereof.

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

ARTICLE 11

GENERAL PROVISIONS

11.1 Distribution. The Employer will make a copy of the current Agreement available to each employee and to all newly-hired employees entering the employment of the Employer during its term.

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

A. Employer: Office of Superintendent
Union City Community Schools
430 St. Joseph St.
Union City, MI 49094

B. Executive Committee: As set forth in the records of the Employer

C. Employee: As set forth in the records of the Employer or to such other address as a party or an employee shall hereafter furnish in writing.

11.3 Scope, Waiver and Alteration of Agreement. It is expressly agreed that neither the bargaining unit nor any 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, provided that nothing herein shall prohibit the Employer from adopting reasonable policies, initiating programs or entering into other agreements which are not contrary to the express terms of this Agreement and provided further that 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.

11.4 Interpretation. 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 shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision 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 will meet to renegotiate such invalidated provision.

11.5 Definitions.

- A. Day shall mean all days except Saturday, Sunday, and scheduled holidays, unless the context clearly specifies otherwise.
- B. Emergency shall mean a sudden and unforeseen combination of circumstances or the resulting state therefrom that calls for immediate action.
- C. Employer or Board as used herein shall refer to the Union City Community Schools Board of Education or its duly authorized representatives including, but not limited to, the Superintendent of Schools.
- D. Party means the Employer and the Association.

11.6 General Interpretation.

- A. Captions. Captions are included only for convenience of reference and shall not modify in any way the provisions herein.
- B. Gender. Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.
- C. Schedule Modification. The Employer may alter the work schedule to the extent the Employer determines necessary to comply with applicable local, state or federal laws or regulations; the availability of utilities; or for other circumstances beyond the control of the Employer, subject to the grievance procedure.
- D. Other Rights. The rights of either party or of any employee to any benefit 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 the Agreement and any subsequent agreement, and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.

ARTICLE 12

TERMINATION AND MODIFICATION

12.1 Contract Term. This Agreement shall become effective as of July 1, 1996 and continue in full force and effect until 11:59 p.m. on June 30, 1999, except as a provision shall by its express terms extend for a longer period.

12.2 Termination or Amendment. If either party desires to terminate or amend this Agreement, it shall give written notice thereof at least thirty (30) days prior to the termination date. If neither party shall give such notice or if each party having given notice withdraws the same prior to the termination date, then this Agreement shall continue in effect from year to year thereafter subject to a written notice of termination or amendment by either party at least thirty (30) days prior to the then current year's termination date.

SCHEDULE A

COMPENSATION SCHEDULE

Section 1. Rates of Pay:1996-99

Note: It is agreed that the contract as far as the salary schedule is concerned shall be retroactive to July 1, 1996.

WAGE SCHEDULE	<u>96-97</u>	<u>97-98</u>	<u>98-99</u>
STEP 1 (0-1 year)	\$11.00	\$11.00	\$11.35
STEP 2 (2-3 years)	\$11.50	\$12.25	\$13.40 (2 years & beyond)
STEP 3 (3 years)	\$12.50	\$13.00	
Extra Trips**	\$9.00	\$9.00	\$9.25

Note: a three year contract with the 3rd year open to negotiate for only wages.

* "Trip" as used herein shall be deemed to be the equivalent of one and one-half (1 1/2) hours. Drivers required to drive more than one and one-half hours shall be compensated for every 1/10 of an hour. The extended time shall be determined by taking the average of five consecutive runs within the first 30 days of the school year. The runs shall be monitored by the transportation supervisor or designee. Any additional compensation owed shall be retroactive to the beginning of the school year.

** Compensation for extra trips shall begin 15 minutes before the bus leaves the bus garage and shall end when the bus arrives back at the bus garage.

*** Step adjustment will take effect on the employees anniversary date.

Section 2. Adverse Weather. If school is closed on scheduled instructional days because of adverse weather or other emergencies and no bus services are required, employees will receive their regular rate of pay for such days, provided, however, that if any such instructional days are required to be made up in order to meet the requirements of Section 101 of the State School Aid Act or amendments thereto, employees shall be required to drive their regular runs on such days but shall not receive extra compensation .

Section 3. School Closing. Employees who are not notified of a delay in the opening of school or school closing prior to 2 hours before the opening of school (special education drivers and aides 5:30 am) shall receive an allowance of \$7.00 for each such day.

Section 4. Call-in Allowance. Employees who have been assigned an extra trip and failed to receive notification that the trip has been canceled prior to arriving at the bus garage shall receive an allowance of \$14.00.

Section 5. Bus Breakdown. An employee whose is disabled and who is required to remain with the vehicle beyond the termination of the regularly scheduled trip period shall be paid at the extra trip rate for such time prorated to the nearest quarter hour.

Section 6. Employer Scheduled Conferences/Meetings. If the Employer requires an employee to participate in a conference or meeting scheduled outside of the employee's regular employment schedule, the employee shall be paid at the extra-trip rate for such time prorated to the nearest quarter hour.

Section 7. Driver Responsibility. Bus drivers will stay with the bus at all times. The bus will remain at the event the entire time unless other arrangements have been pre-approved by the bus supervisor.

SCHEDULE B

14.1 Holidays. The Employer shall pay the bus driver and bus aide for the following holidays:

- Labor Day (if school is in session)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas
- New Years
- Good Friday
- Memorial Day

Conditions and Limitations. To be eligible for holiday pay, an employee shall work the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless such employee is on sick leave for reasons of personal illness, which reasons shall be subject to verification by the employee upon request of the Employer.

14.2 Medical Exams. The Employer shall pay the full cost of a required physical exam, TB test, Drug Screen or required X-Ray if such examination, TB Test, Drug Screen or X-Ray is given or administered by a physician or medical facility designated by the Employer. The Board shall pay for T.B tests and all mandated vaccinations as required by law, ie. Hepatitis B.

14.3 Vision Insurance. The Employer shall pay to the employee and eligible dependents the full cost of Vision Insurance. The Vision Plan shall be Blue Cross/Blue Shield Vision Care A-80. During the 1996-99 school year, with a receipt, a driver will receive a pro rated portion of \$650 to offset co-pays, and lens costs offered through the Blue Cross/Blue Shield Vision Care A-80. All drivers are required to utilize doctors that are approved by Blue Cross/Blue Shield. The bus drivers must submit all receipts under this provision to the Assistant Business Manager by May 1 of each year. The reimbursement checks shall be paid by the end of the month.

14.4 Inservice and Training. Employer shall provide the Driver with Inservice Training as required by law. If the employee is required to participate in a training program, the employee shall be paid at the extra trip rate for time spent in any such program prorated to the nearest quarter hour, exclusive of driving time. Employees will be reimbursed for mileage expenses incurred in attending such sessions at the current rate as established by the Board. Employees are expected to car pool to training programs and any mileage must be approved by the Supervisor in order for the mileage to be reimbursed.

14.5 Retirement Benefits. Retirement benefits shall be paid by the Board, except that those employees who voluntarily elect the Member Investment Plan (MIP) shall have the required deduction taken from their pay.

14.6 Driver License. The Board shall pay for the CDL license required of all bus drivers.

14.7 Drug Testing. All employees covered by this contract shall voluntarily submit to random or scheduled drug and alcohol testing. The cost of this testing shall be paid by the employer. If any employee test positive for any illegal or non-prescription drug, they will immediately be placed on a week of paid leave and must submit documented evidence of a negative test before they are allowed to return to work. The cost of the second test shall be at the expense of the employee. Additionally, that employee may be subject to more frequent drug/alcohol testing. Further, any employee that test positive shall be referred to the appropriate legal authorities for an investigation. Depending upon the results of the investigation, the employee is subject to immediate discharge. Failure to comply with any of the above portion of this contract shall be reason for immediate discharge with loss of all benefits, rights, and privileges under this contract.

SCHEDULE C

MISCELLANEOUS PROVISIONS

Section 1. Evaluations. The Employer shall conduct annual evaluations for the primary purpose of assisting employees to improve their performance as drivers.

Section 2. Evacuation Drills. Each employee shall conduct two (2) bus evacuation drills, one each semester.

Section 3. Accident Reports. An employee involved in any accident shall immediately report the accident and any physical injury or property damage sustained. An employee shall complete an accident report on forms provided by the Employer, including the names and addresses of witnesses to the accident. Failure to promptly complete an accident report form may be cause for discipline. Any employee involved in an accident, issued a traffic violation, or reported driving in an unsafe manner as determined by the Board may be subject to disciplinary action up to and including discharge with loss of all benefits, rights, and privileges under this contract. The action of the Board shall be dependent upon the seriousness of the incident and/or the frequency of the incidents. Further, any employee involved in the above incidents may be subject to a drug/alcohol test as stated in other areas of this contract.

Section 4. Equipment. Each employee shall be responsible for promptly reporting any defects in the bus assigned to such employee to the bus supervisor or his designate on forms provided by the Employer, a copy of which shall be given to the reporting employee. Any such report shall be made not later than the end of the employee's regular work day. The determination whether or not a bus on which a report has been filed is in safe operating condition shall be made by the bus supervisor.

Section 5. Liability Insurance. The Employer agrees to provide liability insurance coverage for employees in the bargaining unit, which insurance coverage shall include provision for legal representation in cases where claims are made against an employee while such employee is acting within the course of his employment and within the scope of his authority.

Section 6. Insurance. Each employee shall have the right to purchase at their own expense an insurance plan at the current rate through payroll deduction or through direct cash. The employee selecting this option shall pay the premium one month in advance or when each premium payment is due or at the discretion of the board. If the employee fails to complete the contract year or to pay the premium amount within the appropriate timeline, the Board is under no obligation to pay any of the premium amount and the policy will immediately terminate for the remainder of the school year. If the policy is dropped, the employee can only reapply during the open enrollment period at the beginning of the next school year. The Board shall have the exclusive right to select and hold the policy of the insurance carrier. The Board also has the right to offer "Cafeteria Plans" in the place of any set plan at its sole discretion.

Section 7. Subcontracting. Employees, other than substitutes who are not members of the bargaining unit will not perform work normally performed by Bargaining Unit Employees except in emergency situations.

Section 8. Miscellaneous Equipment. The Employer agrees to furnish all necessary equipment to the driver in order for them to adequately maintain a clean and safe bus.

Section 9. Training Drivers. Training drivers shall be appointed by the Supervisor without regard to seniority.

