

4162

6/30/2001

AGREEMENT

between

WESTWOOD HEIGHTS SCHOOL DISTRICT

and

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, & H - AFL-CIO**

BUS DRIVERS

July 1, 1998 THROUGH June 30, 2001

Westwood Heights School District

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AGREEMENT

between

Westwood Heights Schools, hereinafter referred to as the "Employer",

and

The International Union of Operating Engineers, Local 547 -A, B, C, E, H - AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I

PURPOSE

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

ARTICLE II

UNION RECOGNITION, AGENCY SHOP AND CHECK-OFF

Section 1: Union Recognition

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all transportation employees covered under this Agreement as listed in "Appendix A".

Section 2: Agency Shop

A. It shall be a condition of employment that all employees of the Board covered by this Agreement:

1. Become members of the Union on or before the ninety-first (91st) calendar day following the effective date of the Agreement; on or before the ninety-first (91st) calendar day following the beginning of their employment with the Board; or

2. Execute an authorization for the deduction of a service fee equivalent to the monthly dues of the Union on or before the ninety-first (91st) calendar day following the effective date of this Agreement, or on or before the ninety-first (91st) calendar day following the beginning of their employment with the Board.

B. The Union agrees that it will treat all employees in the same manner with respect to the provisions contained within Section Two (2), Part (A), of this Article.

C. In the event that the Union refuses to accept any employee hired by the Board as a member, said employee may continue employment for the school district.

D. Either party to this Agreement shall have the right to reopen negotiations pertaining to the provisions of this Article if provisions of this Article are deemed illegal under applicable laws by sending written notification to the other party thirty (30) calendar days from the date of such legal determination.

E. The Union agrees to indemnify the Employer against any and all claims, demands, suits or other forms of liability that shall arise out of action taken by or against the Board for the purpose of complying with the provisions of Article II, Section Two (2).

Section 3: Check-Off

A. The Employer agrees to deduct from the wages of employees covered by this Agreement all monthly dues, initiation fees and service fees of the Union, and pay such amount deducted to the Union for the employees who so request such dues deductions provided, however, that the Union presents to the Employer authorization signed by such employees allowing such deductions and payments. The Union will notify the Employer thirty (30) calendar days prior to any change in such dues or fees.

ARTICLE III

NON-DISCRIMINATION

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

If an employee seeks redress in any other form other than the Grievance Procedure incorporated into this Agreement, said employee forfeits the right to file a grievance or continuance of a grievance already in the procedure.

ARTICLE IV

VISITATION

After presentation of proper credentials to the Board's representative, officers or accredited representatives of the Union shall be admitted (upon request by the Union) into the buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided that said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

ARTICLE V

STEWARDS

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

B. Arrangements may be made to allow the Chief or Alternate Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings upon approval being granted by the immediate supervisor.

C. The Chief Steward shall be supplied the following information on a newly hired employee two (2) weeks prior to completion of the employee's probationary period: name, date of hire, classification, social security number, address, rate of pay and job location.

ARTICLE VI

SAFETY

The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their place of work. Employees are required to report any and all unsafe working conditions to their supervisor as soon as possible.

If, in the opinion of the driver, a bus is unsafe and not ready for the road, the driver may refuse to drive the bus. The driver must notify the Transportation Supervisor as soon as possible.

ARTICLE VII

JURISDICTION

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

ARTICLE VIII

DISCIPLINE AND DISCHARGE

A. When the Employer feels disciplinary action is warranted, such action must be initiated within ten (10) working days from the date of the occurrence of the condition giving rise to the action or within ten (10) working days of the date it is reasonable to assume that the Employer became fully aware of the conditions giving rise to the discipline.

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

C. Verbal reprimands shall be removed from employees' files after twenty-four (24) months; written reprimands shall be removed from employees' files after thirty-three (33) months; suspensions shall be removed from employees' files after forty-two (42) months (unless superseded by State of Michigan regulations).

ARTICLE IX

GRIEVANCE PROCEDURE

Definitions:

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

B. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.

C. The time elements in the Steps may be shortened, extended or waived upon written mutual agreement between the parties.

D. A grievance concerning alleged safety hazards may be processed directly to Step Four (4) of the Grievance Procedure upon the grievance being discussed with the immediate supervisor prior to the grievance being submitted in writing to Step Four (4) of the Grievance Procedure.

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

F. Any employee or Union grievance not presented for in writing in Step One (B) of the Grievance Procedure for disposition through the Grievance Procedure, within five (5) working days of the date it is reasonable to assume that the employee or the Union, as the case may be, first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not thereafter be considered a grievance under this Agreement.

Step One

A. Any employee having a grievance shall discuss the grievance with his/her immediate supervisor and then if the grievance is not settled orally, the employee may request a meeting with the Chief Steward to discuss the grievance.

B. The Chief Steward then may submit the grievance in writing to the immediate supervisor stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged Contract violation. The grievant and the Chief Steward shall sign the grievance.

Step Two

A. The Chief Steward shall meet with the immediate supervisor and the grievant to discuss the grievance within five (5) working days of its written submission to the immediate supervisor.

B. The immediate supervisor shall give his/her decision in writing relative to the grievance within five (5) working days of his/her meeting with the Chief Steward and the grievant.

Step Three

A. Any appeal of a decision rendered by the Board's designated representative shall be presented in writing to the Superintendent of Schools within five (5) working days from the date of receipt of the decision rendered by the Board's designated representative, and the Superintendent of Schools or his designee shall meet with a Business Representative of the Union at a time mutually agreeable to them.

B. The Superintendent of Schools or his designee shall give his/her decision in writing relative to the grievance within five (5) working days of the date of the meeting with the Business Representative of the Union.

Step Four

A. Any appeal of a decision rendered by the Superintendent of Schools shall be presented in writing to the Board of Education within five (5) working days of the date of the receipt of the decision rendered by the Superintendent of Schools, and a committee designated by the Board of Education shall meet with a Business Representative of the Union at a time mutually agreeable to them.

B. A committee designated by the Board of Education shall give their decision in writing relative to the grievance within ten (10) working days of the date of their meeting with the Business Representative of the Union.

Step Five

A. If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days from the date of receipt of the answer given by the Board of Education, the grievance may be submitted to arbitration.

B. The appealing party shall notify the Michigan Employment Relations Commission to submit a list of arbitrators to both parties. The rules of the American Arbitration Association shall govern the proceedings.

C. Neither party shall be permitted to assert in any arbitration hearing any ground or to rely on any evidence not previously disclosed to the other party at any of the preceding Step levels.

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

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

F. The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or unless otherwise specified, or to substitute his/her discretion for that of the parties hereto.

G. The filing fees and expenses of the arbitrator shall be shared equally by the parties.

H. The arbitrator shall render his/her decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

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

ARTICLE X

SENIORITY

A. A newly hired employee shall be on a probationary status for ninety (90) working days taken from and including the first (1st) day of employment. If at any time prior to the completion of the ninety (90) working day probationary period the employee's work performance is unsatisfactory, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first ninety (90) working days of employment shall work additional days equal to the number of days absent and, such employee shall not have completed his probationary period until these additional days have been worked. If the individual has substituted a minimum of ninety (90) working days of the previous or current year, he/she shall be eligible for fringe benefits.

B. Upon satisfactory completion of the probationary period, the employee's seniority shall be retroactive to date of hire. In case of duplicate dates, seniority shall be determined by application for employment.

C. All employees shall be laid off and recalled according to their seniority, unless certain qualifications or training to perform the duties of the job are involved, in which case the Transportation Supervisor and the Union would evaluate the qualifications. The affected employee or employees shall be given a minimum of two (2) weeks written notice prior to the date that the scheduled lay-off or lay-offs are to be effective.

D. Laid off drivers with eighteen (18) months or more seniority will retain their seniority for a period of time equal to their service, unless they refuse to return when recalled to a similar position that they left. Employees with less than eighteen (18) months seniority will retain their seniority for eighteen (18) months. The order of recall shall be by seniority.

E. An employee will lose his/her seniority for the following reasons:

1. He/she resigns.
2. He/she is discharged for cause, and the discharge is not reversed through the Grievance Procedure.
3. Retirement.
4. Absent three (3) consecutive working days without notifying the Employer and/or without good and sufficient reason for notifying the Employer.

F. Seniority shall continue to accumulate within the bargaining unit for an employee who transfers to a supervisory position for sixty (60) working days. That employee shall have the right to return to their former position within the sixty (60) working day period. After the ninety (90) day trial period, the seniority shall be frozen. In the event that an employee wishes to return to the bargaining unit after the sixty (60) working day period, they would have to return to an available opening.

G. An agreed to seniority list shall be made available to the Chief Steward and the Union on or about July 1st of each year. Such lists shall contain date of hire, and classification.

H. Seniority will prevail in those matters not expressly covered in this Agreement.

I. A laid off bus driver will be called in first (1st) for subbing at the prevailing rate. If a driver refuses a subbing assignment three (3) consecutive times, it becomes the driver's responsibility to contact the Bus Supervisor.

J. The order of recall from lay-off to both full and part-time positions shall be full-time drivers by seniority first (1st), part-time drivers by seniority second (2nd).

K. Laid off full-time drivers will maintain their accumulated sick leave days for a period of time equal to their service. However, if the laid off bus driver does not return to work when recalled to a similar position that they had left, the said bus driver will lose all accrued sick leave days.

ARTICLE XI

HOURS AND WORK WEEK

Section 1

- A. The regularly scheduled work week shall be Monday through Friday.
- B. The regular work day shall be whatever would constitute the bus drivers' bus runs.
- C. In the event that the employee's regular run or runs is cancelled, and the employee is not notified of such cancellation at least one (1) hour prior to the scheduled reporting time and the employee does report for work, such employee shall be paid for a minimum of two (2) runs, or two (2) hour's pay at the regular run rate of pay. Notifying the media and the fan-out system is considered notifying the employee.

Section 2: Working Conditions

- A. Time clocks will be used by all employees covered by this Agreement.
- B. Hours worked and other pertinent data will be placed on the check stub.
- C. All Saturday and Sunday work will be paid at the rate of time and one-half (1-1/2X).

ARTICLE XII

LEAVES OF ABSENCE

A. An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work, shall be granted a leave of absence up to one (1) year, which may be extended upon approval by the Board of Education, provided that the employee notifies the Board of the necessity therefore and therefore provided further, that the employee supplies the Board with a statement from a medical or osteopathic doctor of the necessity and length of time for such leave of absence, and for the continuation of such absence when the same is requested by the Board.

B. Leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.

C. Leaves of absence shall be granted for physical or mental illness, prolonged serious illness in the employee's immediate family, which includes husband, wife, children or persons living in the same household, not to exceed thirty (30) working days.

D. Whenever an employee shall become pregnant, she shall by the end of her fourth (4th) month furnish the Board with a statement from her physician indicating the approximate date of delivery and restrictions on the nature of work that she may be able to do and the length of time she may continue to work. When she is required to interrupt her employment upon the advice of her physician, who indicates that she cannot totally perform the duties of the job, she shall immediately be placed on a leave of absence. Upon her return to work, she will be required to furnish the Board a signed medical statement from her physician indicating that she is physically able to return to work. At the discretion of the Board, the employee may be required to submit to a physical examination by the Board's selected physician.

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

F. Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event that the employees are ordered to active duty for emergency reasons, providing such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty, providing such call-up is not the result of the employee having failed to perform his or her required service obligation.

G. Any employee in the bargaining unit who is either elected or appointed to full-time office or position in the Union, whose duties require his/her absence from work, shall be granted a leave of absence for up to one (1) term of such office or position.

H. All reasons for leaves of absence shall be in writing, stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Board, a copy furnished to the employee and a copy sent to the Union.

I. No benefits of any kind will be paid to or for any driver on a personal leave of absence unless specified in the leave provisions. The employee shall accumulate seniority during the leave of absence and shall be entitled to resume his/her regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employee and the Board.

J. Drivers returning to the Westwood Heights School System from any leave must notify the Board of Education of their intent to return the following school year, in writing, no later than July 1st.

K. The request for a personal leave of absence must be made three (3) days in advance of the date requested and on the form provided by the Board of Education in triplicate. The request for leave is subject to the approval of the Transportation Supervisor. The Transportation Supervisor will return one (1) copy of the leave form to the driver and the Union. In cases of emergency, the three (3) day requirement can be waived by the Transportation Supervisor. Final approval rests with the Superintendent.

L. Requests for a personal leave of absence will be determined by the date of application. If applications are made at the same time, seniority will prevail.

M. The administration will not be required to bid any full-time driver runs while the full-time driver is on a personal leave of absence or sick leave for twenty (20) working days or less. The administration may fill these runs at its own discretion.

Any full-time driver will have the first (1st) opportunity, by seniority, to assume any full-time driver's run above the regular driver's four (4) runs as long as it does not interfere with their normal duties or exceed forty (40) hours per week.

Kindergarten back-up drivers will get first (1st) opportunity to substitute if the regular kindergarten driver is absent. If the regular back-up driver is not available, the other back-up drivers will be called according to seniority.

N. Any substitute driver who assumes the full-time position during another driver's leave of absence will receive all fringe benefits except insurances, unless the leave of absence is specified for six (6) or more months, and sick days, unless the leave is for more than one (1) month, after the probationary period for that classification has been served. Once a substitute serves such a probationary period, he/she will not be required to serve the same probationary period for that classification again, excluding special education.

O. Bus drivers will maintain accumulated sick leave days for the length of an approved leave of absence. However, if the bus driver does not return to work when the approved leave expires, the said bus driver will lose all accrued sick leave days.

P. Any bus driver on an approved leave of absence for personal illness will continue to accumulate seniority for the duration of the approved leave, for up to one (1) year.

Q. Any driver who has been granted a personal leave of absence for six (6) months or more shall not continue to accumulate seniority during the duration of the leave.

R. Any person granted a personal leave of absence shall maintain seniority for twelve (12) months from the date of the leave.

S. Any driver who is on a personal leave of absence will be charged for all extra trip hours they could have normally driven during the period of the personal leave of absence. Any driver returning from a sick leave of absence will return to their same position in the hourly rotation procedure for extra trip assignments.

T. Family and Medical Leave Act

Employees will be allowed to take up to twelve (12) weeks leave under provisions of the Family and Medical Leave Act of 1993. The employee may choose to take the total time as unpaid leave, or the employee may use sick or personal days for this leave. However, the leave will be unpaid once sick or personal days have been exhausted. The employee's health, dental, vision and life insurances will remain intact during the leave. Upon return from the leave, the employee is entitled to the same position he/she held before the leave.

Leaves under the Family and Medical Leave Act include:

1. The birth of a son or daughter and/or in order to care for the child (the right to this expires 12 months after the birth);

2. The employee's adoption of a son or daughter, or the placement of a foster child in the employee's home (the right to this expires 12 months after the placement);

3. To care for a spouse, son, daughter, or parent of employee, if the relative has a serious health condition;

4. The serious health condition of the employee.

The Board will develop a form to apply for leave and may require documentation to substantiate the application.

Nothing in this section prohibits an employee from taking other leaves of absence as provided in other sections of this contract.

ARTICLE XIII

VACANCIES

A. A run or runs or new runs is defined as a current open position or positions in the bargaining unit. In the event that a run or runs become(s) vacant during the school year, such run or runs shall be posted on the employees' bulletin board within five (5) working days from the date of the vacancy. All runs that are posted shall include the following:

1. Type of run
2. Starting time and ending time
3. Route and number of miles
4. Rate of pay
5. Bus
6. Number of students

This bidding process shall be put on **ALL** postings.

The employees will be given five (5) working days time in which to bid on the vacancy. The most senior driver who bids on the vacancy shall be assigned to that vacancy within five (5) days. The original posting and one (1) subsequent posting (if necessary) shall be made. A temporary assignment may be made to fill the vacancy while the process is occurring. If the run is a special education run, the necessary qualifications must be met.

B. Drivers who have been selected to fill the assignment shall be deemed on probation for a period of twenty (20) working days. If the driver does not meet the requirements for the new position by the end of the probation period, the driver shall be reassigned to their former position.

C. Temporary vacancies are deemed temporary as long as the regular employee is on an approved leave of absence. When the employee returns from his leave of absence, he shall be returned to his former position.

ARTICLE XIV

CLASSIFICATION OF BUS DRIVERS

A. **Regular full-time drivers:**

1. Drives a permanent assignment.
2. Their first (1st) work obligation is to the school district.
3. Must have a minimum of two (2) bus runs per day, five (5) days per week.
4. Drivers in this category will qualify for all fringe and other benefits listed in this Agreement, with the exception of insurance which shall be prorated if hired after July 1, 1988.

B. **Part-time drivers:**

1. A part-time employee is one who does not meet the criteria in Section A above, but who drives on a regular basis each week.

C. **Substitute drivers:**

1. Substitutes are drivers who do not drive on a regular assignment basis.

2. Substitutes must achieve all qualifications contained in Article XXII of this Agreement.
3. Substitutes are renumerated only for routes driven at the regular rate for that run only, including no extra fees. Substitutes are not qualified for fringe benefits, except as provided in Article XIII(N).
4. Substitutes are not covered by this Agreement except where specifically mentioned.

D. Part-time drivers shall only accumulate seniority within their own classification. Seniority rights prevail with respect to promotions.

ARTICLE XV

POSTING OF JOBS

A. Regular Trips:

1. Bidding shall be conducted prior to the start of each school year at the pre-school meeting.
2. Assignments will be made on the basis of seniority.
3. If major changes are made in the bus assignments, such as extended day, split sessions, implementing the one and one-half (1-1/2) mile limitation, employee returning from any sick leave, between the time the bidding process is completed and March 31st, the bus assignments will be posted for re-bidding. Additions and deletions from individual assignments are not necessarily considered major changes.
4. Individual assignments which become vacant, or are forfeited by a driver, may be posted separately.
5. The Union will finalize bidding at the end of the pre-school meeting.
6. Drivers can request a copy of anything that is posted.

B. Athletic Runs:

1. Athletic and spectator runs will be posted and bid upon after they have been established and athletic schedules completed. These runs will be assigned according to seniority. The hours worked will not be added to the rotation chart.
2. Athletic events early in the fall will be assumed by the previous year's assigned driver or on the basis of seniority until the bidding process for such assignments has been completed. Drivers who sign up for these runs are responsible for that assignment. Schedules should not compel automatic overtime over and above what the Contract states.

C. Summer Programs:

1. Summer bus driving assignments will be posted for bidding in May.
2. Drivers will be assigned by bidding on a seniority basis by choice.
3. The pay for summer programs will not deviate from this Contract.
 - a. The pay for summer special education shall not deviate from this Contract, with a minimum of four (4) hours per day at the regular special education rate.

D. Field Trips:

1. Trips will be posted five (5) days before and assigned twenty-four (24) hours before an event is to take place. This time requirement may be waived for administrative expediency in an emergency. A record of trip refusals will be made, and the driver will be charged as though he/she had driven. Current trip totals shall be kept bi-weekly. New full-time drivers will be entered at the bottom of the hourly list. If a driver is on a regular daily assignment and cannot accept an extra trip, then such refusal shall not be charged against the driver. The driver must notify the supervisor of the situation in a timely manner.
2. All full-time drivers shall be eligible for extra trips providing a substitute driver is available for the regular run.

E. Drivers substituting for regular daily assignments will be assigned by seniority, except where administrative expediency may be substituted seniority when the administration determines an emergency or extenuating circumstances.

F. Field trips will be assigned by the Rotation of Hours Chart, subtracting hours of daily runs given up for field trips before adding field trip hours to the Rotation Chart.

G. A driver may give up all or part of their runs to take a field trip.

ARTICLE XVI

DRIVING ASSIGNMENTS

A. Skill Center assignment drivers will be paid per round trip for the school year. If alterations are made in this run to include transportation of students from other schools, this Section may be renegotiated by mutual agreement of the parties. Skill Center drivers will receive one (1) hour driving time credit.

B. Special education drivers will receive a full day's pay, regardless of any school or schools being closed, if they have worked at least one-half (1/2) of the day.

C. All special education runs will have a back-up driver. Regular drivers, by seniority, will have the first (1st) opportunity and then substitutes, to do this work.

D. **Extra Trips:**

Field trips, athletic contests, spectator bus trips and other scheduled events will be paid as per Schedule A for trips and layover time.

1. No driver will receive less than two (2) hours pay for any extra trip.

2. The administration has the right to request drivers to return on any trip within thirty (30) miles, one (1) way from school, rather than paying layover time. Any driver who has to return will be paid a minimum of two (2) hours pay per round trip.

3. Drivers may, upon requesting so of the Transportation Supervisor, and with that person's permission, remain at the event for the driver's convenience, but without layover time pay.

E. All drivers will be paid the equivalent of two (2) regular bus assignments, or three (3) hours pay at extra trip rate, if the meeting exceeds two and one-half (2-1/2) hours, for attendance at the pre-school bus drivers orientation.

1. All bus drivers preparing seating charts and commentaries as required will be paid the equivalent of three (3) regular bus runs. Since additional seating charts and commentaries may be needed more than once during the school year, the driver will be paid for one and one-half (1-1/2) runs in January of the current fiscal year, and one and one-half (1-1/2) runs in June of the current fiscal year.

2. Kindergarten, all pre-kindergarten programs, and special education back-up drivers will be paid the regular kindergarten and special education assignment pay for one (1) to five (5) days at the discretion of the Transportation Supervisor to assist with organizing or learning the kindergarten or special education routes.

3. In an emergency, drivers who pick up or take home students who normally ride another bus shall be compensated an additional one-half (1/2) regular run rate.

4. All drivers will be paid a minimum of one (1) hour field trip rate for any run or runs they do.

5. All drivers shall receive time and one-half (1-1/2) the regular hourly rate for extra trips, for all hours driven in excess of forty (40) hours in any given calendar week. All paid time on extra trips and athletic trips shall be counted when computing overtime, even though the employees may not be driving throughout the time for which he/she is being paid. If this overtime provision results in excess of ten (10) hours overtime payments in the judgment of the Transportation Supervisor, the administration has the right to change the method and procedure for the allocation of extra trip assignments. If no one bids an extra trip, including substitutes, the administration may appoint a driver to the extra trip and, at this point, may include an employee regularly scheduled to work forty (40) hours a week.

6. Drivers who need to learn the special education assignment will be compensated the special education assignment rate for learning the route.

7. All special education runs will be a package, coordinated by the Transportation Supervisor.

F. Students Released Early:

When school is dismissed early due to an Act of God, regular scheduled drivers will receive one (1) extra run (inconvenience) pay.

G. Cancellation of Trips:

Drivers must be notified at least one (1) hour prior to the bus leaving time if the regular run or extra trip has been cancelled. If the driver is called later than this, he/she will be paid one (1) hour or one (1) run whichever is applicable. However, if the driver is not home when called at the proper time, then the Union Steward will be called and the driver will not be paid.

ARTICLE XVII

HOLIDAYS

Drivers will receive their regular assignment pay for the following holidays, even though no work is performed:

Labor Day (if students start classes before Labor Day)

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

New Year's Eve

New Year's Day

M. L. King's Birthday

Good Friday

Memorial Day

Employees who work on a holiday shall receive double time (2X) plus the holiday pay. The employee must work on the last scheduled work day before and the first (1st) scheduled work day after a holiday to be paid for the holiday.

ARTICLE XVIII

SICK DAYS AND PERSONAL DAYS

A. All full-time drivers will qualify for ten (10) paid sick leave days each school year.

B. These paid sick days shall have unlimited accumulation. Upon retirement from the district, the employee shall receive fifty percent (50%) of their current daily rate of all accumulated sick leave days.

C. A maximum of three (3) days per event, not chargeable against accrued sick time, may be taken for a death in the immediate family to include a legal dependent of the employee and/or a spouse, child, parent, parent-in-law, sibling, grandparent, in-laws, step-family or grandchild.

1. One (1) day chargeable against accrued sick leave may be taken to attend the funeral of a close friend or relative.

2. Up to two (2) additional work days, charged against accrued sick leave, may be granted upon approval by the Maintenance Supervisor.

D. New employees shall have sick days pro-rated on the basis of one (1) day per month worked following the completion of the probationary period for the next six (6) months, or until the following September, whichever comes first (1st).

E. The Board may require a doctor's verification for extended illness.

F. Substitute drivers, after serving their probationary period as a full-time driver and who return to the substitute classification, may retain and freeze any accrued sick days until they again return to a full-time position.

G. No driver may utilize their paid sick days while they are receiving Workers' Compensation pay. When sick days are paid and it is later determined the absence was compensable, the administration will determine the most feasible means of repayment by the employee.

H. Any employee who is absent because of an injury compensable under the Michigan Workers' Compensation Law shall receive from the Board the difference between the allowance under the Workers' Compensation Law and their regular contracted salary for the duration of the injury or one (1) calendar year, whichever comes first (1st).

I. Bus drivers shall receive two (2) paid personal days per year. Proper procedure shall be used in requesting these days off. All personal days shall be granted on a "first come, first served" basis.

J. Bus drivers may use two (2) days per year from their paid sick leave days for personal leave. Requests for use of a sick leave day as a personal leave day must be made three (3) days in advance of the date requested, except in cases of emergencies.

The days immediately preceding or immediately following a legal holiday, all school recess periods such as Christmas and Memorial Day, or the first (1st) and last day of school cannot be used as paid personal leave days.

ARTICLE XIX

INSURANCE

To continue the practice of equating drivers to an hourly basis for pay, insurance and retirement, the following definitions will be used:

1. Four (4) hour driver - drives a four (4) run assignment per day as a regular assignment.
2. Six (6) hour driver - paid a minimum of six (6) runs per day as a regular assignment, including kindergarten, equated to two (2) runs.
3. Eight (8) hour driver - drives an eight (8) hour day as a regular assignment.

The Board agrees to furnish all employees covered under this Agreement the following insurance protection:

4. Employees hired after July 1, 1988, will be pro-rated for insurance benefits if they have two (2) runs or less per day. Any excessive changes in enrollment or monies received that are beyond the Board of Education's control, the Union will meet with the Board of Education to review the insurance package.

Section 1: Hospitalization Insurance

Hospitalization Program - It is understood between the parties, that effective September 1, 1988 MEBS BLUE CROSS/BLUE SHIELD GALAXY FOUR (4) STAR MEDICAL PLAN will be instituted with a fifty-cents (\$.50) co-pay drug rider, or instead, the employee may receive wage continuation benefits beginning with the eighth (8th) day, and long term disability.

It is further understood between the parties that employees not eligible for health insurance coverage under the provisions of the Collective Bargaining Agreement, would still be eligible for district paid MEBS Group Term Life Insurance in the amount of five thousand dollars (\$5,000.00), which is the amount of such Group Term Life Insurance incidental to the MEBS BLUE CROSS/BLUE SHIELD GALAXY FOUR (4) STAR MEDICAL PLAN.

The Board of Education shall pay the full cost of the above referenced plan for the employee and their dependents.

Section 2: Life Insurance

The Board of Education will provide thirty thousand dollars (\$30,000.00) Life Insurance Accidental Death and Dismemberment.

Section 3: Equivalent Benefits

An employee not taking hospitalization insurance will receive a maximum of: twenty-seven dollars (\$27.00) in the 1988-1989 school year, per month, to be used for any life insurance and wage continuation program which is available through the Board. The Board shall pay the full premium for short term insurance when the employee reaches the age of sixty-five (65). The benefit of twenty-seven dollars (\$27.00) per month may also be used for a tax-sheltered annuity.

Section 4: Dental Insurance

The Board of Education shall provide for all employees and their dependents a Delta Dental Care Plan that will cover not less than eighty percent (80%) of Class I, eighty percent (80%) of Class II and eighty percent (80%) of Class III benefits up to a maximum of one thousand dollars (\$1,000.00) per person in Classes I and II, and eight hundred dollars (\$800.00) per person per lifetime in Class III. This coverage excludes internal and external coordination of benefits. This provision is not applicable when employee and dependents have a dental coverage through another Employer.

Section 5: Vision Insurance

The Board of Education will provide to all employees covered by this Agreement, free family M.E.S.S.A. Vision Plan A or the equivalent.

Section 6: Long Term Disability

The Board of Education will provide to all employees covered by this Agreement a long term disability insurance coverage of sixty-six and two-thirds percent (66-2/3%) of their weekly pay.

ARTICLE XX

MISCELLANEOUS

Section 1: Management Rights

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. It is further recognized that the exercises of said powers, rights, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with said Constitution and laws.

Section 2: Tax Sheltered Annuities

The Board agrees to deduct the premium for variable tax deferred annuities solely paid for by the employee, and to remit such premiums to the Board designated insurance company.

Section 3: Deductions

The Board agrees to make available to all of the employees covered by this Agreement any payroll deductions which are available through the school district.

Section 4: Parking

Adequate parking facilities will be provided for the employees covered by this Agreement within the reasonable proximity of their building.

Section 5: Telephone Facilities

Telephone facilities shall be made available to all of the employees covered by this Agreement for emergency use.

Section 6: Continuing Education

The Board agrees to pay the expenses for any employee it so designates to attend a workshop, in-service training seminar, self-improvement course or other job related training which is of such a nature specifically designed to provide on-the-job improvement. Payment shall be at the extra trip rate of pay.

Section 7: Physical Examination

Physical examinations are required of all drivers annually and will be provided by the Board of Education.

Section 8: T.B. Examinations

Bus drivers will be reimbursed for the T.B. examination at the same rate the teachers have to pay.

Section 9: Inclement Weather Days

In the event school is closed because of inclement weather, employees will not receive pay unless the day is made up and the employee works.

In the event the legislature modifies the current law to allow snow days, the employee will receive such days, even though no work is required by the Employer.

If the State gives the district credit for a snow day as a student session day and gives the district State aid, the employees will receive pay even though they did not work on that day.

Employees who do not work when schools are closed due to inclement weather may use personal/sick days.

Section 10: Mileage

Employees who are required to use their own personal vehicle for carrying out their responsibilities for the Board shall be reimbursed for their mileage at the regular rate and procedure as established by Board policy.

Section 11: Retirement Fund

The Board agrees to pay the legally specified contribution to the Michigan Public School Employees Retirement Fund on the gross wages for each employee covered by this Agreement.

Section 12: Reimbursable Expenses

Any reimbursable expenses which are paid to the employee shall be issued in a separate check with no deductions to be made from such reimbursable expenses after Board approval.

Section 13: Meeting and Conference Payment

It is acknowledged that when a bus driver is called to a specific conference by an administrator, that bus driver shall be paid at the rate of three dollars (\$3.00) per one-half (1/2) hour, or one-half (1/2) hour of a regular run rate or fraction thereof for that parental conference.

It is acknowledged that the Employer may call a general meeting of the bus drivers once in a two (2) month period at the extra trip rate of pay. The Employer may call additional meetings for the purpose of discussing such matters as new laws, rules, regulations, and safety at the extra trip rate of pay.

Section 14: Employee's Supervisor

The bus driver's immediate supervisor shall be recognized as the Transportation Supervisor or his/her delegated representative.

Section 15: Clothing Reimbursement

The Board will reimburse a driver for a loss up to a maximum of one-hundred dollars (\$100.00) for any damage or destruction of clothing or personal property of the driver while on duty. The driver must be innocent of any contributing negligence. The driver bears the burden of proof. Eyeglasses shall be fully covered.

Section 16: Injuries and Accidents

Drivers, in writing, will report any injury or accident or unusual occurrences to students or themselves or equipment, while on duty, immediately to the Transportation Supervisor or the Central Office.

Section 17: Meal Allowance

An employee who drives an extra trip shall be paid a meal allowance of five dollars (\$5.00) for trips of four (4) hours of consecutive time (but no more than three [3] meals in a twenty-four [24] hour period) that the employee is required to be on an extra trip.

Section 18: Expense Allowance

When driving an extra trip or trip which requires lodging or other expenses, the driver will be reimbursed for all approved expenses when receipts are submitted. An employee who is driving such a trip shall be given either advance expenses or a credit card to cover those expenses for a round trip of one hundred fifty (150) miles or more. Sleep time up to eight (8) hours will not be paid time.

Section 19: Usage of School Facilities

The Union and its members shall have the right to use the building facilities at such hours that do not interfere with the regular school programs or any other activities that had been previously scheduled providing building use is scheduled with District Office.

Section 20: Maintenance of Buses

The bus driver shall not be responsible for the cleaning of the exterior of their bus, but shall be responsible for the daily maintaining of the interior of the bus.

Section 21: Breakdown Time

The Employer will pay the extra trip rate of pay for breakdown time on any run in which the driver is required to remain with their bus. After a minimum of fifteen (15) minutes down time, the driver shall receive the pro-rated extra trip pay or the regular run rate of pay if any run is missed, whichever is greater.

Section 22: Maps for Extra Trips

The Transportation Supervisor shall furnish detailed directions to the assigned driver for an extra trip.

Section 23: Elimination of a Bus Run/Runs

In the event that the Employer determines that it is necessary to eliminate a run, the affected employee shall have the right to exercise their seniority and displace a lesser seniority driver. The employee whose run is bumped by a more seniority driver shall be entitled to exercise their seniority right and bump the next driver or be laid off.

Section 24: Definition of a Regular Bus Run

A regular bus run is defined as an elementary or secondary pick-up or drop-off. The skill center run may also include the Intermediate School District Office mail pick-up and delivery.

Section 25: Definition of a Noon Run

A noon run is defined as a pick-up and/or a drop-off.

Section 26: Resignation

Bus driver personnel shall notify, in writing, the Superintendent of Schools two (2) weeks prior to resigning their position. If a driver fails to comply with this Article, he/she forfeits all accrued rights and benefits.

Section 27: Supervisors Meetings

Short meetings with employees will be requested by the Transportation Supervisor at times of least inconvenience to all parties. Meetings of this nature will be in one-half (1/2) hour or less duration with no additional compensation. Subject matter will be told to employee at time of request for meeting.

ARTICLE XXI

DRIVERS' QUALIFICATIONS/LICENSE

- A. Bus Drivers shall be fully qualified by age eighteen (18), CDL license, and have successfully completed a Michigan School Bus Driver Safety Education Course. All drivers shall be fully qualified to drive any and all transportation vehicles. The full cost of the license shall be paid by the Employer.
- B. Each bus driver must pass State required written and driving tests.
- C. All bus drivers shall maintain a safe personal and professional driving record. Accumulation of six (6) points may be cause for action by the Board of Education.
- D. Administration may prescribe the frequency of attendance at the bus school for any or all veteran drivers. New drivers are governed by State law. When drivers are sent to driving school, they will be paid at the rate of extra trip pay for all hours of classroom instruction and travel time.

ARTICLE XXII

WORK STOPPAGES

The Union and the Board subscribe to the principle that differences shall be resolved in good faith by peaceful and appropriate means without interruption of the school program. The Union therefore agrees not to honor, encourage or promote the actions of strikes, work stoppages or other refusals to perform work by drivers covered by this Contract. The Board of Education will not promote a "lock-out" against bus drivers.

ARTICLE XXIII

REDUCTION OF STAFF

When changes in methods, procedure, policy or budget reductions, which otherwise requires the permanent laying off of drivers, the procedures used will be based on seniority, qualifications and need of the school district. Part-time drivers will be laid off first (1st).

ARTICLE XXIV

PAST PRACTICES

This Agreement shall supercede any rules, regulations or past practices of the Board which shall be contrary to or inconsistent with the terms, and these past practices shall not be recognized unless committed to writing and incorporated into this Agreement.

ARTICLE XXV

SAVINGS CLAUSE

Any provision of this Agreement or any application of the Agreement to any employee or group of employees found contrary to law shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXVI

MAINTENANCE OF CONDITIONS

Wages, hours and conditions of employment legally in effect at the execution of this Agreement, shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

ARTICLE XXVII

JURY DUTY

A. Leaves of absence with pay not chargeable against the sick leave allowance shall be granted for the following reasons:

1. Absence when an employee is called for jury service or court appearance as a witness. The Board shall pay an amount equal to the difference between the employee's salary and the daily jury duty fee paid by the court, up to a limit of sixty (60) days per year. The sixty (60) day limit shall not apply in the event the same trial extends beyond sixty (60) days.

2. Court appearances as witnesses when required by the Board of Education.

ARTICLE XXVIII

CLASSIFICATION AND COMPENSATION

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

ARTICLE XXIX

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXX

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1

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

Section 2

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

Section 3

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

ARTICLE XXXI

TERMINATION AND MODIFICATION

A. This Agreement shall continue in full force and effect until **June 30, 2001**.

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

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

D. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, the International Union of Operating Engineers, Local 547 - A, B, C, E, H - AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if to the Employer, addressed to Westwood Heights Schools, 3484 N. Jennings Road, Flint, Michigan 48504-1724, or to any other such address the Union or the Employer may make available to each other.

E. Effective with the 1989-1990 and 1990-1991 school year, the bus drivers bargaining unit will receive the same percent (%) increase in wages and the same increase in fringes as the other groups in the district receive. The fringe increase can be used for any benefit.

F. The effective date of this Agreement is **July 1, 1998.**

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

WESTWOOD HEIGHTS SCHOOL
DISTRICT

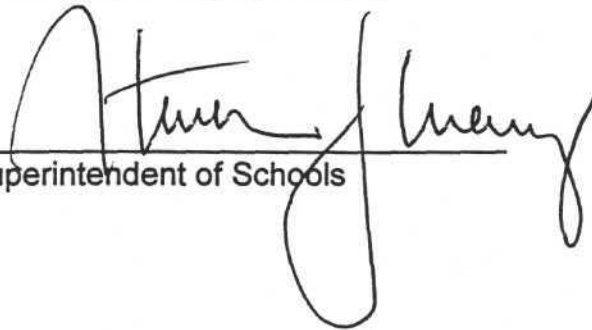
INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 547, AFL-CIO


Board President


Business Manager


Chairperson
Board Negotiating Committee


President


Superintendent of Schools


Recording Corresponding Secretary

SCHEDULE A
SALARY SCHEDULE

<u>Effective:</u>	<u>7/01/98</u>
HIGH SCHOOL RUNS	\$10.35 per run
ELEMENTARY RUNS	\$13.81 per run
KINDERGARTEN	\$25.20 per noon run
SKILL CENTER	\$13.36
SPECIAL ED	\$10.73 per hour
MAIL RUN	\$10.23 per hour
EMERGENCY HELP	\$5.18 per run
FIELD TRIPS	\$7.88 per hour
ATHLETIC CONTESTS	\$7.88 per hour

For the 1999-2000 school year, each classification on the Salary Schedule shall be increased at the same percentage increase as the percentage in the State of Michigan Foundation Funding Formula; however, in no event less than two percent (2%), nor more than three percent (3%).

For the 2000-2001 school year, each classification on the Salary Schedule shall be increased at the same percentage increase as the percentage in the State of Michigan Foundation Funding Formula; however, in no event less than two percent (2%), nor more than three percent (3%).

Drivers employed prior to July 1, 1999, will receive payment in two (2) equal installments (first checks in December 1999 and June 2000) of five percent (5%) of their gross earnings from July 1, 1998 to June 30, 1999, calculated to include the two and one-half percent (2-1/2%) retroactive increase.

Effective July 1, 2000, employees hired prior to July 1, 1999, will be paid for all lost wages for all half school days during the 2000-2001 school year as calculated under the prior agreement.

Annual Longevity Pay

An annual longevity pay shall be paid to all bargaining unit members the first (1st) pay period of December of each year with the following seniority:

Twenty (20) Years or More	\$450.00
Fifteen (15) to Nineteen (19) Years	\$350.00
Ten (10) to Fourteen (14) Years	\$250.00
Five (5) to Nine (9) Years	\$150.00

For employees hired on or after July 1, 1994 ONLY:

Twenty (20) Years or More	\$400.00
Fifteen (15) to Nineteen (19) Years	\$250.00
Ten (10) to Fourteen (14) Years	\$150.00