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8/31/2002

MASTER AGREEMENT

BETWEEN

ALPENA PUBLIC SCHOOLS

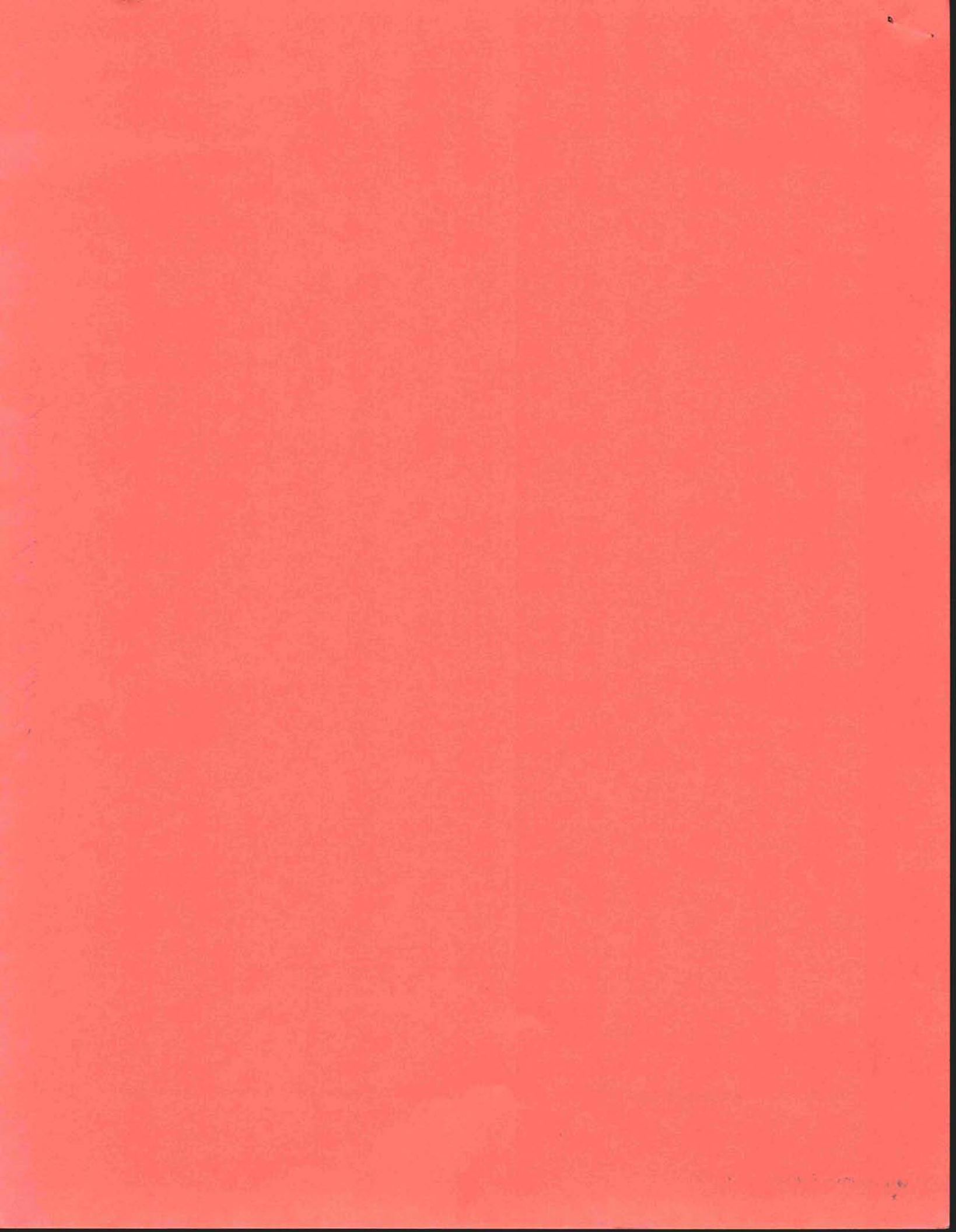
and

**MICHIGAN EDUCATION ASSOCIATION –
EDUCATIONAL SUPPORT PERSONNEL/MEA/NEA**

BUS DRIVERS

1997-98, 1998-99, 1999-2000, 2000-01, 2001-02

Alpena Public Schools



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ARTICLE I
AGREEMENT

This Agreement is entered into this 22nd day of September, 1997, A.D. by and between the Board of Education Alpena Public Schools, Alpena and Presque Isle Counties, Michigan, hereinafter called the "Board" and the Michigan Education Association -- Educational Support Personnel, MEA/NEA -- Bus Drivers, hereinafter called the "Association" affiliated with the Michigan Education Association, hereinafter call the "M.E.A." and the National Education Association, hereinafter called the "N.E.A."

This agreement will be effective as of August 25, 1997, and will continue in effect until August 31, 2002.

The parties agree as follows:

1. The agreement between the Alpena Board of Education and the Michigan Education Association - Educational Support Personnel/ MEA/NEA - Bus Drivers dated 1994-95, 1995-96, 1996-97, 1997-98 shall be extended in its entirety, except as amended below, for a period of five (5) years, commencing August 25, 1997, and expiring August 31, 2002. This agreement will not be extended orally and it is expressly understood that it will expire on the above indicated date.
2. The salary schedule for each of the first four (4) years commencing with the 1997-98 and extending through the 2000-2001 school years will be adjusted annually at a rate of increase equal to three (3%) percent. Salary schedules for the years 1997-98, 1998-99, 1999-2000, and 2000-2001 are included as Article XIX, Section A. Wages. At least sixty (60) days prior to August 31, 2001, the parties heretofore mentioned will enter into negotiations to determine the rate of pay for the 2001-2002 contract year.

ARTICLE II

PURPOSE

A. WHEREAS the Board and the Association recognize and declare that the school bus has become an extension of the classroom thereby extending the learning experience for the child as a laboratory, and

WHEREAS the Association has been duly selected by a majority of drivers as the exclusive representative of bus drivers for the purpose of dealing with the Board on matters of driver concern;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

B. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

C. The employer and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the employer, bargaining unit members, and the Association. The employer and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement and accordingly have included herein a grievance procedure for the effective processing and resolutions of such disputes.

D. The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. The parties agree that their undertakings in this Agreement are mutual. Any previously adopted policy rule or regulations of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement, except that any economic condition shall in all cases be maintained at not less than the highest minimum standard in effect at the time this Agreement is signed unless specifically negotiated away as stated in this Agreement.

ARTICLE III
RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive collective bargaining representative for all full time and regular part-timed bus drivers, regular substitute drivers, excluding supervisors, and all other employees.

B. Unless otherwise indicated, the term "employee" when used in this Agreement shall refer to all members of the above defined bargaining unit.

C. Unless otherwise indicated, the term "Board" when used in this Agreement shall refer to the employer or its management.

ARTICLE IV

ASSOCIATION DUES AND FEES

A. Bus drivers shall as a condition of employment pay either Association membership dues or a service fee in an amount established by the Association.

The Board and Association agree that the payroll deduction of membership dues and/or service fees is required as a condition of the collective bargaining agreement. The Board will accordingly deduct the amounts designated by the Association through payroll deduction pursuant to the authority set forth in M.C.L.A. 408.477. The Board will deduct one-tenth (1/10th) of such dues and contributions from the first regular salary check of the bus driver each month for ten (10) months beginning in September and ending in June of each year. Deductions for bus drivers employed after the commencement of the school year will be appropriately prorated. In cases when a deduction is made that duplicates a payment that an employee has already made to the Association, or in any other situation where a refund is demanded by an employee, said refunds are not the responsibility of the employer once the employer has remitted all deducted monies to the Association.

B. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or service fee, the Board agrees promptly to remit to the Association those sums collected, accompanied by a list of employees from whom deductions have been made.

C. Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies and procedures for contesting the level of Service Fee set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

D. Should the mandatory payroll deduction provisions set forth in Section A become legally disallowed, the parties agree that the discharge procedure set forth in Article VI.A. of the 1988-91 collective bargaining agreement shall be reinstated.

E. In the event of any legal action against the employer because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, and agrees to indemnify and save the Board and individual Board members harmless against any and all claims, demands, losses, costs and expenses arising out of or incurred directly or indirectly because of the application, implementation and enforcement of this Article.

F. Upon written authorization from the employee, the employer shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions to NEA-PAC, MEA-PAC, annuities, credit union, savings bonds, United Fund donations, MEA Financial Services Programs or any other plans or programs jointly approved by the Union and the employer.

ARTICLE V

ASSOCIATION RIGHTS

A. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings provided that when special custodial service is required the employer may make a reasonable charge therefore. No charge shall be made for use of school rooms before the commencement of the school day nor until 6:00 p.m.

B. The MEA-ESP Representative and the Association steward shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.

C. The Association shall be the only bus driver employee organization having the right to use school facilities as provided in "A" above and use of appropriate school equipment when arranged in advance with the building principal. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

D. The Association shall have the exclusive right to post notices of activities and matters of Association concern on the designated bulletin board in the Bus Garage. The Association may use the district mail service and mailboxes at the Bus Garage for communication to bargaining unit members.

E. The Board agrees to furnish to the Association, in response to reasonable timely requests, available information concerning financial resources and other appropriate records.

F. The rights granted herein to the Association on behalf of this bargaining unit shall not be granted or extended to any competing labor organization for this same bargaining unit.

ARTICLE VI
EMPLOYEE RIGHTS

A. Pursuant to the Michigan Employment Relations Act, the employer hereby agrees that every employee shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association or collective negotiations with the employer, his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

B. Nothing contained within this Agreement shall be construed to deny or restrict to any employee, rights he/she may have under the Michigan General School Laws or the applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. The employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee. (The non-job-related private and personal life of any employee is not within the appropriate concern or attention of the employer.)

D. The employer agrees that it will in no way discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, domain, or physical characteristics.

E. Non-probationary employee(s) shall not be disciplined (including warnings, reprimands, suspensions, reductions in rank or occupational advantage, discharges, or other actions of a disciplinary nature) without just cause. Any such discipline, including adverse evaluation of employee performance, shall be subject to the grievance procedure hereinafter set forth, including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.

F. When appropriate, progressive discipline (warnings, opportunity to improve, before action) will be practiced.

G. An employee shall be entitled to have a representative of the Association present during any meeting which leads or may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the employer of the right to representation under this provision of the Agreement.

H. An employee will have the right to review the contents of all records, excluding initial references, of the district pertaining to said employee originating after initial employment and to have a representative of the Association accompany him/her in such review. Other examination of an employee's files shall be limited to qualified supervisory personnel. Each file shall contain a record indicating who has reviewed, the date reviewed, and the reason for such review.

I. No material, including but not limited to student, parental, or school personnel complaints originating after initial employment, will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be

put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in an employee's file, the affected employee shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All formal requests for recommendations by potential employers shall be based solely on the contents of the employee's personnel file.

J. Any case of assault upon an employee that is job related shall be promptly reported to the employer. The employer will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

ARTICLE VII

BOARD RIGHTS

The Board hereby retains and reserves unto itself without limitation all the powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan and of the United States, except as expressly limited by the terms of this Agreement.

The right to select, assign, hire, schedule, to maintain discipline and efficiency of employees and the right to discipline or discharge is recognized by both the Association and the Board as the proper responsibility and prerogative of management in conformance with the provisions of this contract.

ARTICLE VIII
GRIEVANCE PROCEDURE

A. Definition: A claim or complaint by a bargaining unit member or group of bargaining unit members (employee(s)) or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance.

B. Hearing Levels:

1. Informal Level:

When a cause for complaint occurs, the affected employee shall within ten (10) workdays of the alleged complaint, request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Association may be notified and representative thereof present with the employee at such meeting. If the employee is not satisfied with the results of the meeting, he/she may formalize the complaint in writing as provided hereunder.

2. Formal Level I:

If a complaint is not resolved in a conference between the affected employee and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted in writing within five (5) days of the meeting between the supervisor and the affected employee(s). A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.

3. Formal Level II:

If the Association is not satisfied with the disposition of the grievance at Level I or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the superintendent or designee. Within seven (7) days after the grievance has been submitted to the superintendent, the superintendent or designee shall meet with the Association on the grievance. The superintendent or designee, within five (5) days after the conclusion of the meeting, shall render his/her written decision thereon with copies to the Association and the grievant(s).

4. Formal Level III

a. Regular Bus Drivers

If the Association is not satisfied with the disposition of the grievance, submitted by a regular driver at Level II, rendered by the superintendent or designee or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator provided written notice of intention to arbitrate is given the employer and the American Arbitration Association within twenty (20) workdays following conclusion of Formal Level II. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings.

Neither the employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and employer.

b. Substitute Bus Drivers

If the Association is not satisfied with the disposition of the grievance, submitted by a substitute driver at Level II, rendered by the superintendent or designee or if no disposition has been made within the period above provided, the Association may submit the grievance to non-binding mediation through the Michigan Labor Relations Board provided that written notice of intent to mediate is given the employer within twenty (20) workdays following conclusion of Formal Level II.

The mediator shall have no power to mandate a remedy to the grievance nor. shall either party be obligated to follow the recommendation/s of the mediator.

C. Miscellaneous:

1. The term "day(s)" when used in this article shall mean workdays. Time limits provided in this article shall be strictly observed but may be extended by mutual written agreement.

2. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

3. Grievances filed as Association grievances may, at the option of the Association, be initiated at Formal Level II of the grievance procedure, provided the grievance is filed within ten (10) workdays of the alleged violation.

4. If an employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement for all compensation lost. If any employee shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.

5. For the purpose of assisting a bargaining unit member or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the employer shall permit an employee and/or the Association representative access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the employer which pertain to the affected employee or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

6. An employee who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose, limited to the grievant(s), steward and any necessary witness(es).

ARTICLE IX

NO STRIKE/PICKET LINES

A. The Association will not engage in strike action of any kind against the Board during the life of this contract.

B. It shall not be a violation of this Agreement nor shall it be cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a primary labor dispute, if such action could adversely affect the personal safety of the employee and if the employer does not arrange for the employee's personal safety.

ARTICLE X
CONDITIONS OF EMPLOYMENT

A. Work Year

The normal work year for drivers will be determined by the number of student attendance days in the official school calendar.

B. Work Week

The normal work week for drivers is Monday through Friday unless this is in conflict with the official school calendar. Except at the discretion of the district, a driver shall not exceed forty (40) hours per week including related driver duty time. Where possible, attempts will be made to keep drivers close to 40 hours.

C. Overtime

1. Actual time worked over forty (40) hours per week per the Fair Labor Standards Act will be paid at time and one-half. Driving time on Saturdays will be paid at time and one-half excluding extra trips. Driving time on Sundays and holidays will be paid at double time excluding extra trips.

2. A regular substitute driver may be denied additional work if the work would result in a regular substitute driver exceeding forty (40) hours in a week.

D. Emergency Call-In

The minimum call-in for emergency situations will be two (2) hours.

E. Driver Assignment

Unless otherwise provided for in this Agreement, drivers will retain an assignment in the same area held at the conclusion of the previous school year. Other assignments (extra trips, athletic events, etc.) will be posted in the bus garage. When possible, the posting will be made five (5) days before the assignment is to occur. These assignments will be bid on by seniority and rotated. A driver who passes when it is his/her turn for the assignment will be placed at the bottom of the list. Drivers accepting extra assignments that cause them to miss their regular assignment will have the wage for the regular assignment deducted. A driver may be denied an extra trip if the trip would result in a driver exceeding forty (40) hours in a week.

F. Extra trips not canceled two (2) hours prior to scheduled departure shall deem it necessary for the employer to pay two (2) hours pay to the driver(s) for that extra trip.

G. In the event that no regular bargaining unit members indicate preference for the runs in E. (above), the run will first be offered to employees who are on layoff.

H. Driver Absence

The kindergarten and shuttle assignments of absent employees will be offered in segments to the other employees. Employees who desire such additional work and who are available will so indicate, in writing, to the Transportation Supervisor, at the beginning of the school year. A driver may be denied additional work if the work would result in a driver exceeding forty (40) hours in a week.

I. Inclement Weather

When schools are closed due to inclement weather or when otherwise prevented from operating and these days are counted as days of student instruction, employees will not be required to report for work and shall suffer no loss of benefits. When Act of God days are rescheduled, drivers will not be paid for unworked days but will be paid for the rescheduled days. In the event school is closed after the driver work day has started and the day is rescheduled, the driver will be paid for the actual time worked with a minimum pay of one hour. Should employees receive unemployment benefits, these benefits will be repaid to the district.

J. Student Discipline

The employer shall support and assist drivers with respect to the maintenance of control and discipline of students. The employer shall take reasonable steps to aid the driver with responsibilities with respect to students who are disruptive or repeatedly violate rules and regulations.

K. The employer will provide to the employee the following:

1. Reimbursement for the cost of licenses or the renewal of licenses required for the employee to perform his/her job.

2. Full cost of medical examination by the district designated physician required for the employee to perform his/her job.

L. Employees shall not knowingly be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

M. No employee shall be required to dispense or administer medication.

N. Driver discipline for operating a vehicle while under the influence of drugs or alcohol.

1. A driver shall submit to drug and/or alcohol testing as required by law. Any driver testing positive for drugs and/or alcohol, as defined by Department of Transportation regulations, while on the job will be terminated.

2. A driver arrested or ticketed for operating any motor vehicle while under the influence of drugs or alcohol, at a time other than while on the job, shall be suspended without pay until the matter is resolved by a court of law. A driver who pleads guilty or is found guilty by a court of operating any motor vehicle while under the influence of drugs or alcohol, at a time other than while on the job shall be disciplined as follows:

First Offense - after being found guilty by a court, the driver shall be suspended without pay from employment for a period of ninety (90) work days with a corresponding loss of all contractual benefits.

Second Offense - the driver's employment with Alpena Public Schools shall be terminated.

ARTICLE XI

PAID LEAVES

A. Sick Leave

1. The employer shall furnish each employee with a written statement of accumulated sick leave at the beginning of each school year.

2. At the beginning of each school year, each driver will be credited with twelve (12) days of sick leave. Drivers hired during the year will be credited with a prorated number of days. Commencing with the second year, additional personal sick leave days are cumulative, but shall never exceed one hundred eighty-five (185) days. Upon eligibility for state retirement, employees will receive pay for six percent (6%) of their unused sick leave if they have served the Alpena Public School District ten (10) years; twelve percent (12%) of their unused sick leave after fifteen (15) years of service to the district and fifteen percent (15%) of unused sick leave after twenty (20) years of service to the district. Drivers hired after ratification of the September 1, 1984 - August 31, 1986 Agreement shall not be entitled to payment for unused sick leave. Absences in excess of accumulated sick leave will automatically place an employee on unpaid extended leave. Sick leave days will be in half or full day increments.

B. Emergency Absence and Leave

1. Family Emergency Day Absence

Drivers required to be absent because of an emergency illness of a member of the immediate family may draw the regular wage, not to exceed five (5) days in any one (1) year and shall be deducted from sick leave allowance.

The term immediate family shall be defined to include grandchildren, father, mother, father-in-law, mother-in-law, sister, brother, children, stepchildren and spouse.

2. Employee Emergency Day Absence

If the driver finds need to take leave of his/her duties for an emergency, which cannot be conducted at a time other than working hours, he/she shall be granted a leave of two (2) days per year with pay. Additional days may be taken at the driver's own expense on the approval of the Superintendent. Emergency absence is not to be interpreted as being for vacation, recreation, money-making activities or other employment. Requests for emergency days must be made in writing through the Transportation Supervisor at least twenty-four (24) hours in advance. If the deadline is past, the supervisor must be contacted with an explanation for the late request and, if granted, the paper work must be completed on the day of return to work. A driver's unused Emergency Day allocation will be added, annually, to accumulated sick leave days up to the sick leave maximum accumulation of one hundred eighty-five (185) days.

C. Bereavement Absence

Death in the Immediate Family - The employee shall be granted a maximum of five (5) paid leave days per death. Such days are to be used at the death and to attend the funeral. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law and grandparents, brother-in-law or sister-in-law of the bus driver, son-in-law, daughter-in-law, and grandparents of spouse.

D. Jury Duty/Armed Forces Reserves

In the case of absence from duty in response to a subpoena in a court case, or in the case of active duty requirements for training with the armed forces reserve program, there shall be deducted from the wages of the staff member the amount and only the amount of any fee or other compensation paid specifically for any expenses incurred by reason of the absence or transaction. A certificate signed by the staff member stating the amount of such fee or other compensation, if any, must be submitted by the staff member or the whole wage for the period of absence shall be deducted. Military leave for active training with the armed forces reserve program is limited to a two (2) week period. If trial is canceled or the employee is not seated, the employee will be required to report to the bus supervisor and assume his/her regular duties as soon as possible.

E. Substitute Procurement

Drivers will notify the Transportation Supervisor when in need of a substitute driver. Drivers will not be responsible for securing a substitute. Upon return to work, the driver will sign a statement as to which area the leave is to be charged (i.e., sick, personal, etc.). The Route Sheet will be kept on the bus.

F. Association Leave

Association leave of five (5) Board paid days total per year for the unit will be granted.

ARTICLE XII
UNPAID LEAVES

A. General Leave

1. A leave of absence, without pay or benefits, for up to one (1) year, may be granted by the employer. Upon written request, the Board may extend the leave up to one (1) additional year.

2. Requests for leaves must be in writing and shall include the reason for the leave along with notification of the beginning and ending dates of said leave. Parental/child-care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child, where applicable.

3. An employee returning from a leave shall return to the position left. When the same position is not available or when the leave exceeds one (1) year, the driver will be entitled only to a position that his/her seniority would place him/her in. Notice of intent to return must be in writing at least fifteen (15) calendar days prior to return to work.

4. Leaves that exceed ninety (90) workdays will be posted under the vacancy provisions of this Agreement.

5. Employees on unpaid short term leaves of more than ten (10) work days will pay pro rata portion of monthly insurance premiums.

B. Military Leaves

The School district agrees to comply with the regulations for re-employment rights under the Federal Selective Service Acts of 1940 and 1948 as amended and extended.

C. Union Leave

A leave of absence up to two (2) years shall be granted upon application for the purpose of serving as an officer of the Union or as an officer in its state or national affiliate.

D. Child Care

A leave of absence shall be granted for the care of a newborn or newly adopted child. A pregnant employee may commence the leave at her option. In the event of death of the object child, the absence shall be terminated upon fifteen (15) calendar days' written notice of intent to return.

E. Family and medical leave will be in accordance with the Family and Medical Leave Act of 1993. This section shall not be construed as limiting the right of an employee to elect to substitute paid leave under Article XI for unpaid leave in accordance with Section 102(D)(2) of the Act.

ARTICLE XIII

SENIORITY

A. District Seniority:

1. District seniority is the length of service within the district as a member of the bargaining unit. Upon successful completion of probation, seniority for a regular driver will begin the date a route is awarded. When more than one (1) employee is hired on the same day, district seniority will be determined by casting lots.

2. A new employee hired, or rehired after having quit, in a permanent position shall be considered probationary for a period of sixty (60) days worked.

3. Seniority shall be lost under the following conditions:

a. Quit or discharge for just cause.

b. False reason for leave or engaging in other employment during a leave without management approval and exempting all other employment in existence at the time the leave is granted.

c. Absence from the job for two (2) consecutive working days without notification.

d. Failure to return to work within eleven (11) working days of a registered notice of recall following a layoff.

e. Failure to return to work at the expiration of a leave.

f. Retirement.

g. After two (2) years of being on the recall list.

B. Area Seniority:

1. When voluntarily transferring from one area to another, the driver's seniority shall be frozen in the area vacated and a new area seniority date established for the new area.

2. When involuntarily transferred from one area to another, the driver's seniority shall continue to accrue in the area vacated and the driver will be placed, based on district seniority, in the appropriate order in the new area.

3. When driving in more than one area, area seniority is the area of first assignment.

C. Seniority Lists:

1. The employer will each year prepare, maintain and post at the bus garage the following seniority lists:

a. District Seniority

b. Area Seniority

2. A copy will be provided to the Association.

D. Substitute Driver Seniority:

1. Seniority is defined as the length of service within the district as a member of the regular substitute bus drivers bargaining unit. When more than one employee is hired on the same day, seniority will be determined by casting lots. Hire date is defined as the day official training begins with the understanding that the employee successfully completes the required training.

2. All regular substitute bus drivers will serve a probationary period for the first thirty (30) days worked of their employment. With written notification to the employee and the union, this may be extended for an additional thirty (30) days worked. When a substitute driver accepts a permanent position, it is understood that up to thirty (30) days probationary time shall be applied to the probationary period of a permanent driver as defined in Article XIII, Section B.

a. Probationary substitute employees are without substitute seniority or other benefits unless otherwise provided for in this document.

b. Upon satisfactory completion of the probationary period, substitute drivers will attain district substitute seniority retroactive to the date they successfully completed training requirements.

c. The Board retains exclusive right to discharge and to take disciplinary action involving a probationary substitute driver, and such action as deemed appropriate by the Board shall not be subject to the grievance procedure.

3. Seniority will be lost under the following conditions:

a. Quits or discharged for cause.

b. Retires.

c. Absence from the job for two (2) consecutive working days without notification.

4. Employee will be moved to the bottom of the seniority list if they refuse to accept work except in an emergency or if the employee is ill. A doctor's note verifying the illness may be requested. Extraordinary requests for leaves will be approved or denied by a committee comprised of equal representatives of union and management.

5. Employee who is offered a position based on current contract provisions and declines the offer, for any reason, shall be moved to the bottom of the Seniority List.

ARTICLE XIV

VACANCIES AND TRANSFERS

- A. A vacancy is defined as a new position or an existing position not belonging to a bargaining unit member. It is clearly understood that a vacancy is to an area and is not a specific route.
- B. All vacancies will be posted in the bus garage and to the Association for a period of five (5) work days when the position is declared vacant or a new position is created.
- C. Only drivers presently employed may apply for vacancies under this Article.
- D. Interested drivers must apply in writing to the Transportation Supervisor within the posting period.
- E. In filling vacancies, first preference will be given to the bargaining unit applicant who has the most seniority in the area. If no one with seniority in the area bids, preference will be given to the bargaining unit applicant who has the most district seniority who resides in the area. If no bargaining unit driver with seniority in the area or who resides in the area bids, the most senior driver, based on district seniority in the bargaining unit, who bids on the vacancy, will receive the position. Area is defined as the current elementary student attendance boundary lines.
- F. Vacancies are assigned to the area in which the majority of the students reside except the vocational shuttles which are assigned to the city.
- G. A driver may bid and take a kindergarten, a shuttle and transfer. Shuttles are bid by area seniority except vocational education shuttles which are bid by city area seniority whenever possible. When all drivers in the area have had the opportunity to take, or have taken, a kindergarten, shuttle and/or transfer any such additional trips are subject to being bid by area seniority on a rotating basis.
- H. When there is a vacancy, the drivers affected will not be put in their new positions until all drivers are in place. Vacancies will be filled within five (5) work days after expiration of the posting. Each employee applicant will be notified in writing.
- I. The parties agree that involuntary transfers of employees are to be minimized. In all cases, involuntary transfers will be effected only for reasonable and just cause and only after the position has been posted.
- J. Transfers shall be bid on district-wide seniority, except special education transfers, which shall be bid on the basis of area seniority, whenever possible.
- K. ESP I members (bus drivers) shall be given a three (3) day trial period to accept or reject a different position. They shall be allowed to drive the new bus route for three days, and return to their former position if they don't want to accept the new position.
- L. Drivers will not be allowed to "break up" their regular assignment to bid on transfers, shuttles or kindergarten runs. Drivers may only bid if the transfers, shuttles or kindergarten runs can be completed outside of their regular assignment.
- M. The Board has the right to assign transportation needs (i.e. - shuttles) and transfer drivers within the appropriate area working less than the minimum time (pay) guarantee provided the assignment is within the time guarantee. No minimum guarantee on shuttles and driver not required to take a shuttle if they do not bid on a posted shuttle.

N. Definitions

Regular assignment - The routine transporting of K-12 students from home to their respective schools and back home again.

Shuttles - not connected to regular assignment. Separate and has minimum guaranteed pay. Shuttles are bid by area seniority except vocational education which are available only to city drivers.

Transfers - connected to regular assignment. Paid at actual time worked with no minimum guaranteed pay. Transfers are bid by district seniority except special education transfers which are bid by area seniority whenever possible.

O. Access to Regular Jobs for Substitute Drivers

In filling vacancies, first preference will be given to substitute drivers, before outside hires, who have the most area seniority with the exception of the city area. Vacancies in the city area will be filled based only on district seniority, not area. Area seniority is defined as the most senior person currently living in a specific school attendance area. Past or future projected attendance areas will not necessarily be considered. If no substitute driver lives in the area, preference will be given to the driver with the most district seniority.

ARTICLE XV

REDUCTION OF PERSONNEL

- A. Layoff shall be defined as a reduction in work force.
- B. Should a layoff occur, probationary drivers shall be laid off first. The driver to be laid off will be notified at least ten (10) calendar days prior to the effective date of the layoff.
- C. If there is a reduction of runs in a given area, the driver to be reduced is the least senior driver in the area provided that probationary drivers have first been reduced.
- D. If a position in a given area is totally eliminated, the driver affected shall first be a probationary driver, then the least senior driver in that area. The driver affected may bump (provided he/she has seniority) the least senior driver in the bargaining unit that is driving over three (3) hours. In the event the driver that is bumped is not the least senior driver in the bargaining unit, he/she may then bump the least senior driver in the bargaining unit.
- E. When a recall of laid off drivers is required, preference will be given to the drivers by recalling in order of greatest district seniority, e.g., the highest district seniority to the lowest. When possible, recalled drivers will be placed back in their geographical area of seniority.
- F. Notice of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the employer notified as to his/her current mailing address. A recalled employee shall be given at least ten (10) calendar days from registered receipt of mailing, excluding Saturdays and Sundays, to report to work. The employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the ten (10) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights.

ARTICLE XVI
NEGOTIATION PROCEDURE

A. Representatives of the employer and the Association's bargaining committees may mutually schedule meetings for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the employer and the Association, provided that the respective bargaining committees shall be empowered to effect temporary accommodations to resolve special problems.

B. When above meetings are conducted during regular work hours, released time shall be provided for the Association's negotiating committee where applicable.

C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

D. There shall be two (2) signed copies of any final Agreement. One (1) copy shall be retained by the employer and one (1) by the Association.

ARTICLE XVII

SEPARABILITY

A. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or group of bargaining unit members is held to be contrary to law, then such provision or application 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.

B. It is further agreed that within ten (10) days of receipt of notification of the court's actions or legislative action that invalidates a provision of this contract, negotiations shall commence.

C. All understandings, awards, and/or agreements reached under this procedure shall be reduced to writing, signed by each party, and made a part of the collective bargaining agreement.

ARTICLE XVIII

INSURANCES

Insurances shall be limited to one (1) plan per household where more than one (1) family member is employed by the Alpena Public Schools.

Changes in family status shall be reported by the employee to the Fringe Benefits Office within thirty (30) days of such change. The employee shall be responsible for any over-payment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

Employees who have Board-provided term life insurance have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.

To be eligible for coverage (or increase in coverage), employees must be able to perform the "at work requirements" with this employer before benefits are effective.

Part-time employees will receive prorated insurance benefits where coverage is available through the insurance carrier(s) and within the underwriting rules and regulations as set forth by the carrier(s) in the master contract held by the policyholder.

A. Health Insurance:

The insurance carrier approved by the Board shall be Michigan Hospital Service/Michigan Medical Service (Blue Cross/Blue Shield).

The Board will provide Blue Cross Comprehensive Semi-Private Hospital Care Certificate, Riders D45NM; MVF-1, Riders DC, SD, FAE-RC, AS-1 & RPS; \$2.00 Prescription Drugs; Master Medical Option III Exact Fill, COB-3, ML and PRE 100-20.

The Board contribution for health insurance beyond August, 2001 shall not exceed the exact cost of coverage provided for through this Agreement as of June, 2001.

B. Options in Lieu of Health Insurance

The Board will provide Fifty-Two Dollars and Fifty Cents (\$52.50) per month toward a tax deferred annuity when an employee does not select health insurance coverage.

C. Dental Care:

The Board will provide dental care equivalent to that existing during 1996-97. The coverage is limited to one plan per household.

The Board contribution for dental care beyond fiscal year 2000-01 will not exceed the exact cost of coverage provided for through this Agreement as of June, 2001.

D. Vision Care:

The Board will provide vision care equivalent to that existing during 1996-97. The coverage is limited to one plan per household.

The Board contribution for vision care beyond fiscal year 2000-01 will not exceed the exact cost of coverage provided for through this Agreement as of June, 2001.

E. Life Insurance:

The Board will provide term life insurance protection in the amount of \$10,000 per employee. An employee is not eligible for term life insurance when regularly scheduled for less than twenty (20) hours per week.

F. The preceding insurance benefits (A through E) will be provided to all present bargaining unit members employed prior to ratification of the September 1, 1980 - August 31, 1982, Agreement.

G. Drivers employed after ratification of the September 1, 1980 - August 31, 1982, Agreement will receive insurances (A through E) in accord with the following provisions:

1. Probationary employees receive no insurances during the first sixty (60) days worked.

2. After the first sixty (60) days worked, Board contribution per month for the employee taking insurances will be prorated according to the following schedule:

6 hrs/day	3 to 6 hrs/day	Less than 3 hrs/day
Full	1/2	0

H. Employees will, through payroll deduction, pay the difference between the Board contribution and the cost of insurances.

ARTICLE XIX
COMPENSATION

A. Wages

	<u>1 year</u>	<u>2-4 Years</u>	<u>5-7 Years</u>	<u>8-12 Years</u>	<u>13 Years+</u>
1997/98	11.41	12.85	13.59	14.48	14.65
1998/99	11.75	13.24	13.99	14.92	15.09
1999/2000	12.11	13.64	14.41	15.36	15.54
2000/01	12.47	14.05	14.85	15.82	16.00
2001/02	To be determined by wage reopener clause. See Article XXI, Section A.				

B. Minimum Pay Guarantee

1. Urban (City, South Alpena, OxBow)
A.M. - 1 1/2 hours pay if either secondary or elementary
2 hours pay if both secondary and elementary
P.M. - Same as A.M.
2. Rural
A.M. - 2 hours pay for secondary and/or elementary
P.M. - Same as A.M.
3. Urban/Rural
2 hours pay for kindergarten
4. Parochial students included in any of the above.
5. A driver is not normally eligible for all three (secondary, elementary and kindergarten) if it results in more than forty (40) hours per week including related driver duty time.

C. Related Driver Duty Pay

The driver is responsible for bus wash, clean-up, gas-up, warm-up, safety checks and other related driver duties. The driver will be paid for these responsibilities on the basis of 1/4 hour of their hourly rate for each day worked. Related Driver Duty time scheduled counts toward insurance benefits.

D. Substitute Driver Wages:

	<u>1997-98</u>	<u>1998/99</u>	<u>1999/2000</u>	<u>2000/01</u>	<u>2001/02</u>
1. Driving Time	7.29	7.51	7.74	7.97	T.B.D.
2. Waiting Time	7.29	7.51	7.74	7.97	T.B.D.

3. In the event no regular bus driver accepts an extra trip, then the extra trips shall be given to the substitute bus drivers, on a rotating basis, based on substitute seniority. If a substitute driver refuses the trip, he/she will be moved to the bottom of the extra trip rotation list, and the next person who has the highest substitute seniority shall be offered the extra trip.

4. The current IRS mileage rate will be paid to substitute drivers who are required to travel to bus locations other than the Transportation Center when the distance is in excess of 20 miles, round trip. The substitute employee is responsible for completing the mileage form. Reimbursement will occur twice each year.

E. Extra Trips

Driving time will be paid at the regular hourly rate of the driver. Waiting time will be paid at the rate of \$5.15 per hour when the driver is not required to stay at the event with the bus. In the event the driver is required to remain at the event with the bus, waiting time will be paid at \$6.00 per hour. The determination of the above need rests solely in the hands of the Supervisor of Transportation.

Waiting time includes time due to mechanical breakdown, storms, etc. The rates include pay for clean-up and safety checks. Upon the request of a driver and the approval of the Transportation Supervisor, substantially long trips may be divided. Each of the two drivers would be paid at 65 (sixty-five) percent of the above rate.

F. Training School

Drivers will receive \$6.14, increased by three (3) percent annually for the first four years of this contract (\$6.32 - 1998/99, \$6.51 - 1999/2000, and \$6.70 - 2000/01) per hour, for time spent in attendance at Bus Driver Training School, with a maximum of twelve (12) hours allowed in a contract year.

G. Map Preparation Time

Drivers will receive \$6.14, increased by three (3) percent annually for the first four years of this contract (\$6.32 - 1998/99, \$6.51 - 1999/2000, and \$6.70 - 2000/01) per hour, not to exceed three (3) hours per contract year, for time spent preparing route/pickup point maps and schedules.

H. Meals, Lodging, Bridge Fares

The employer will pay for the reasonable cost of expenses incurred on extra trips upon the driver furnishing receipt(s).

I. Mechanical Breakdown

In the event of mechanical breakdown which prevents a driver from completing his/her job, he/she shall suffer no loss of pay for that day. If the breakdown necessitates the driver being on the job for a period of time that is longer than his/her normal work hours, he/she shall receive pay for all extra time worked at the rate of \$6.14 per hour increased by three (3) percent annually for the first four (4) years of this contract (\$6.32 - 1998/99, \$6.51 - 1999/2000, and \$6.71 - 2000/01).

Repair - When the Supervisor of Transportation, or his designee, directs a driver, at a time he/she is not normally required to work, to make an extra or separate trip to the Transportation Center for bus repair and/or requires a driver, at a time not normally required to work, to wait for repair, the driver will be compensated for this time at the hourly rate established by the Mechanical Breakdown rate.

J. Resource Persons

Should the Board decide to use drivers as resource people to assess road conditions resulting from inclement weather, each driver so used will be paid \$71.26 per year increased by three (3) percent annually for the first four (4) years of this contract (\$73.39 - 1998/99, \$75.59 - 1999/2000, and \$77.86 - 2000/01).

K. Time Segment

Time worked over the minimum guarantee will be rounded off to the nearest one quarter (1/4) hour.

L. Paychecks

Wages will be paid every other Friday beginning with the first pay day in September that falls after completion of five (5) workdays and concluding with the last pay day in June. Pay dates shall correspond with other school employees.

M. Pay Records

The Board reserves the right to require, from the employee, timesheets and other information necessary to assure proper payment of wages.

N. Wage Step Increases

Step increases will occur on the employee's anniversary date - the date of hire in the District.

O. Substitute Pay Rate

Substitute driver's rate of pay may not equal or exceed that of a probationary driver.

ARTICLE XX

MISCELLANEOUS PROVISIONS

A. Wash Rack

A daily schedule with thirty (30) minute increments will be posted in the bus garage for the use of the wash rack. Drivers will sign the schedule for use of the rack and if the driver is not available at the appropriate time, the rack is free for use by other drivers.

B. 1. Bus Location

The Board shall determine where a bus will be placed (located). Primary factors involved in the determination shall be financial and security considerations. The Association may grieve bus placement only through Formal Level II (excludes arbitration).

2. Bus Placement

A committee will be established for the purpose of a proactive role in disputes regarding bus placement. If a dispute arises regarding bus placement, this committee shall convene and make a recommendation regarding the bus placement with due consideration given to the criteria listed below.

This committee, comprised of two persons from the administration and two persons from the ESP I local, shall investigate hours, routes, configuration of runs, etc., when making a recommendation regarding bus placement and its implementation.

C. Retroactivity

Where applicable, the provisions of this Agreement, including economic provisions, are retroactive to August 25, 1997.

ARTICLE XXI

DURATION

A. This Agreement shall be effective as of August 25, 1997, and shall continue in effect until August 31, 2002 with a salary reopener for the contract year 2001/02. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

B. Copies of this Agreement will be printed by the Association and presented to all employees now employed.

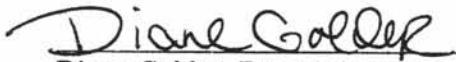
The Board will pay for the costs of materials used in the printing of the Agreement and will present the Agreement to all persons hereafter employed by the employer. Any changes in district personnel policies affecting bus drivers shall be distributed to all drivers within thirty (30) days of said changes.

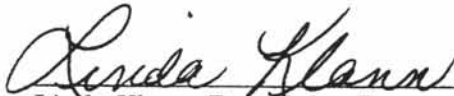
Upon employment, employees shall be given a copy of the form authorizing check off for Association dues and service fees within thirty (30) days of said employment.

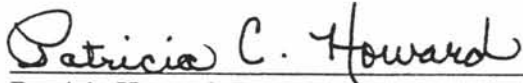
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective representatives.

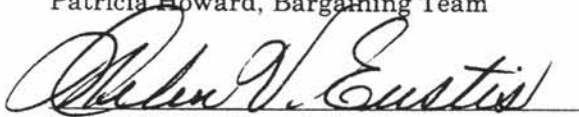
Michigan Education Association
Educational Support Personnel/MEA/NEA
Bus Drivers

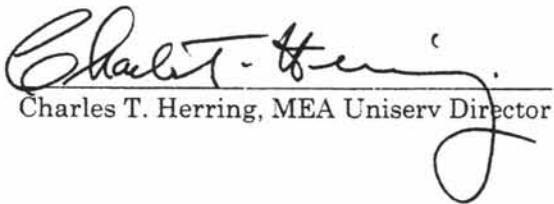

Jan Varga, President


Diane Golder, Bargaining Team

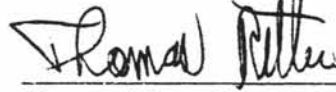

Linda Klann, Bargaining Team


Patricia Howard, Bargaining Team


Helen Eustis, Bargaining Team


Charles T. Herring, MEA Uniserv Director

Alpena Public Schools, Board of Education


Thomas Ritter, President


Thomas Harmon, Superintendent

APPENDIX A

ARTICLE APPLICATION TO SUBSTITUTE BUS DRIVERS

Listed below is an outline of contract articles and their applicability to substitute bus drivers covered under this agreement.

	<u>Applicable</u>	<u>Not Applicable</u>
Article I	X	
Article II	X	
Article III	Section A	Sections B & C
Article IV	X	
Article V	X	
Article VI	Sections A,B,C,D,F,G,H,I.& J	Section E
Article VII	X	
Article VIII	X	
Article IX	X	
Article X	Sections J, K, L, M, & N	Sections A,B,C,D,E,F,G,H, & I
Article XI		X
Article XII		X
Article XIII	Section D	Sections A,B,C
Article XIV		X
Article XV		X
Article XVI	X	
Article XVII	X	
Article XVIII		X
Article XIX	Sections D, H, L,& M	Sections A,B,C,E,F,G,I, J,K,N,& O
Article XX	Section C	Sections A & B
Article XXI	X	

ADDENDUM

CURRENT LETTERS OF UNDERSTANDING

1. Assignment of non-bargaining unit employee to drive an extra trip on an annual basis without precedent signed May 14, 1997 and June 18, 1997.
2. Bidding on City Runs signed April 27, 1995.
3. Assignment of substitute bus drivers to long term vacancies and the assignment of substitute bus driver seniority dates signed February 18, 1997 and February 14, 1997.
4. Filling of vacancies; seniority considerations; assignments of shuttles, kindergarten runs and transfers; and substitute area seniority assignments signed September 25, 1995.
5. Due process disciplinary procedures for fuel spills by bus drivers signed October 30, 1995 and January 16, 1996.

