

6/30/2002

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AGREEMENT  
 BETWEEN THE  
 FENNVILLE PUBLIC SCHOOLS  
 BOARD OF EDUCATION  
 AND THE  
 BUS DRIVERS AND MECHANICS  
 INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
 CHAUFFEURS, WAREHOUSEMEN AND HELPERS  
 OF AMERICA - TEAMSTERS LOCAL 214

JULY 1, 1999  
 THROUGH  
 JUNE 30, 2002

*Fennville Public Schools*

## TABLE OF CONTENTS

PREAMBLE .....	1
ARTICLE 1: Purpose and Intent .....	1
ARTICLE 2: Recognition .....	1
ARTICLE 3: Management Rights .....	2
ARTICLE 4: Union Security .....	2
ARTICLE 5: Save Harmless .....	3
ARTICLE 6: Deduction of Dues .....	3
ARTICLE 7: Probation .....	3
ARTICLE 8: Subcontracting .....	4
ARTICLE 9: Extra Contract Agreements .....	4
ARTICLE 10: Wages .....	4
ARTICLE 11: Seniority .....	5
ARTICLE 12: Employee Conduct, Discipline and Discharge .....	5
ARTICLE 13: Grievance Procedure .....	6
ARTICLE 14: Stewards .....	8
ARTICLE 15: Leaves of Absence .....	9
ARTICLE 16: Equipment, Accidents and Reports .....	9
ARTICLE 17: Separability and Savings Clause .....	10
ARTICLE 18: Safety Committee .....	10
ARTICLE 19: Worker's Compensation .....	11
ARTICLE 20: Continuing Contract Review .....	11
ARTICLE 21: Hospital Insurance/Life Insurance .....	11
ARTICLE 22: General Provisions .....	11
ARTICLE 23: Sick Leave .....	14
ARTICLE 24: Limitation of Authority and Liability .....	16

ARTICLE 25: Hours of Work and Overtime ..... 16  
ARTICLE 26: Duration of Agreement .....21

APPENDICES

SCHEDULE A .....22  
SCHEDULE B .....23  
MEMORANDUMS OF UNDERSTANDING .....23

PENNVILLE PUBLIC SCHOOLS  
MASTER AGREEMENT  
BUS DRIVERS AND MECHANICS  
July 1, 1999 - June-30, 2002

PREAMBLE

This Agreement entered into this 1st day of July, 1999, between Fennville Public School District of Allegan County, Michigan, herein after referred to as the "Employer" and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America/Teamsters Union Local No. 214, Detroit, Michigan, herein after referred to as the "Union".

ARTICLE 1

Purpose and Intent

The general purpose of this Agreement is to set forth the wages, hours, working conditions and other conditions of employment. Both parties agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE 2

Recognition

The Employer hereby recognizes the Union as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, as amended, for all full-time and regular part-time bus drivers; excluding but not limited to all supervisory personnel, substitute bus drivers, custodians and maintenance personnel, all special state and federal program employees, kitchen help and all other employees of the Employer.

1. Full-time bus driver: A driver who is regularly scheduled for a full day or less on a permanent basis.
2. Regular part-time bus driver: A substitute bus driver. Who is scheduled, to a regular bus run for more than 30 consecutive working days but not on a permanent basis.

## ARTICLE 3

### Management Rights

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, 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, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and the administrative control of the school system and its properties and facilities, and the direction of the activities of its employees within the scope of their employment; to establish written personnel and other policies;
2. To hire all employees subject to the provisions of law, to determine their qualifications for continued employment, to discharge, discipline or demote for just cause, and to promote, transfer, and retire all such employees;
3. To establish policies, bus schedules, the hours of work, and other duties, responsibilities and assignments of drivers and other employees, terms and conditions of employment not in conflict with this Agreement.

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

## ARTICLE 4

### Union Security

Section 1. Membership in the Union is not compulsory. Employees who are included in the bargaining unit have the right to join, not-join, maintain, or drop their membership -in the Union as they see fit. Neither party shall exert any pressure in or discriminate against an employee as regards such matters.

Section 2. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union.

Section 3. All present members of the bargaining unit for whom the Union has been designated the exclusive bargaining agent in Article 2 of this Agreement shall, as a condition of employment, become a member of the Union or pay a representation fee equal to the Union Dues.

Section 4. All new employees which qualify as members of the bargaining unit, -as defined in Article 2, completing thirty (30) working days as full-time bus drivers, shall become members of the Union or pay a representative fee equal to the Union Dues.

An additional thirty-(30) working day probationary period shall be granted at the request of the Employer. Such request shall be in writing to the Steward prior to expiration of the original probationary period.

## ARTICLE 5

### Save Harmless

The Union agrees to indemnify and save the Board, including each individual school board member, all administrators, and all supervisors, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Employer for the purpose of complying with Article 4.

## ARTICLE 6

### Deduction of Dues

Section 1. During the period of this Agreement, the Employer agrees to deduct from the pay of any employee all dues if:

- (a) The dues amount is verified in writing by the Union at least 20 days prior to when payroll deduction is to be made.
- (b) Authorization cards are submitted and signed by each employee.
- (c) The employee has sufficient funds to cover the total dues amount after other required deductions. If an employee does not have sufficient funds available in the first payroll period each month, the employee shall be, responsible to the Union for such dues.

Section 2. The Employer agrees to make such deductions from the first payroll period each month for the duration of this contract. Further, the Union monies withheld will be forwarded to an official designated by the Union within ten (10) days after such deduction was made along with a dues check-off list.

## ARTICLE 7

### Probation

Section 1. New employees will acquire seniority after thirty (30) working days. In the event that two or more employees have the same date of hire, then seniority shall be determined among such employees by the date of application having the greatest seniority.

Section 2. Those employees who become part of the bargaining unit, shall commence payment of Union dues or pay a representation fee equal to the Union dues after thirty (30) working days of continuous employment with the Fennville Public Schools providing these fees are verified in writing in the Superintendent's Office during the period of this Agreement.

## ARTICLE 8

### Subcontracting

Section 1. Work normally performed by the Bargaining Unit employees will not be subcontracted provided that employees and equipment are available to perform such work.

Out-of-state trips and overnight trips may be sub-contracted with a licensed, certified carrier. The employer will give reasonable advance notice to the Steward in the event any trips are contracted out, in accordance with this provision.

Work normally performed is deemed to mean the transporting of students and preparations for such transportation.

Section 2. Employees who are not members of the bargaining unit will not perform work normally performed by Bargaining Unit employees, except in emergency situations or in the instruction or training of an employee.

Section 3. Classroom teachers who are qualified as bus drivers, may transport their students on classroom related field trips within the Fennville School District, during the regular school day. Such trips shall not be posted as extra runs and it is agreed that the utilization of this section is not subject to the grievance procedure.

## ARTICLE 9

### Extra Contract Agreements

Section 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

Section 2. The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require its employees other than the employees in the bargaining units here involved except in emergencies, to perform work which is recognized as the work of the employees in said units.

## ARTICLE 10

### Wages

Attached hereto, and marked Schedules, are schedules showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said schedules and the contents thereof shall constitute a part of this Agreement.

## ARTICLE 11

### Seniority

Section 1. Strict seniority shall prevail in the layoff and rehiring of employees within the bargaining unit.

In reducing the work force because of lack of work or other cause, the first employees to be laid off shall be the last hired. The last employee laid off shall be the first employee rehired.

Section 2. The Employer shall post a list of drivers arranged in order of seniority. This list shall be updated at the beginning of each year.

Section 3. Seniority shall be broken only by discharge or voluntary quit; or by layoff for a period of time equal to length of employment.

Section 4. In the event of a layoff, an employee so laid off shall be given one (1) week's notice of layoff and two-(2) week's notice of recall to work, mailed to his last known address by registered mail in the event the employee fails to make himself available for work at the end of said two (2) weeks, he shall lose all seniority rights under this Agreement. The Employer has the right to utilize a temporary employee until the end of this two (2) week period if necessary.

It shall be the responsibility of each employee to notify the Employer of any change of address.

Section 5. When a driver is on an approved sick leave, he/she shall maintain his/her seniority. If after an approved leave of 30 days or more, the driver's replacement becomes a regular part-time driver and thus, part of the bargaining unit, the returning driver shall bump, the least senior driver until such time that there is an opening for a regular run or-the following school year. At until the start of those times, the normal bidding process shall be followed.

## ARTICLE 12

### Employee Conduct, Discipline and Discharge

The safe, orderly and efficient operation of the school district requires that employees maintain discipline and proper personal standards of conduct at all times. The Employer shall have just cause for disciplining, up to and including discharge of any employee of this bargaining unit.

The intent and purpose of this Article is to provide for progressive disciplinary action. Disciplinary action may be imposed upon an employee for failure to fulfill the employee's job responsibilities or for improper conduct, while on the job, except that nothing in this Article shall prevent the employer from taking immediate and appropriate disciplinary action should it be required by the circumstances, with proper written notice there of to the Union at the time such action is taken.

In any case, where disciplinary action is necessary, the following order of procedure shall be followed, however, nothing shall preclude the Employer from deviating from the procedural steps listed below, depending on the severity of the offense.



Procedural Steps

1. Oral Reprimand
2. Written Warning
3. Suspension Without Pay
4. Removal or Discharge

This provision is not intended to prohibit the Employer from disciplining an employee at an advanced step, if the infraction is of a serious enough nature and warrants such discipline.

ARTICLE 13

Grievance Procedure

Section 1. It is mutually agreed that all grievances shall be settled in accordance with the procedure herein provided. A grievance shall be defined as a charge of violation, misinterpretation, or misapplication of the expressed terms of this Agreement.

Section 2. For purposes of this Article, days shall mean calendar days, exclusive of Saturday, Sunday and legal holidays.

Section 3. Procedures:

(Step 1) A grievance shall exist when a request by an employee has been rejected or not acted upon by the employee's supervisor. (This employee and the supervisor should attempt to settle issues as they arise on an informal basis.) If not resolved:

(Step 2) The employee must reduce the grievance to writing on a standard grievance form within three (3) days of the alleged grievance and deliver same to his Supervisor. The written grievance shall contain the following items:

- A. Name of grievant
- B. Date grievance occurred
- C. The specific contract section(s) violated.
- D. Facts of the grievance.
- E. Relief requested
- F. Signature of grievant and appropriate steward

Within two (2) days of the receipt of the written grievance, the Supervisor shall have a conference with the aggrieved and the steward. It is the supervisor's responsibility to attempt to set a mutually satisfactory time and place for said meeting. Within two (2) days after this meeting, the supervisor shall state his decision in writing and furnish a copy thereof to the employee and the steward.

(Step 3) Within two (2) days after receiving the decision in Step 2, the aggrieved and steward may appeal in writing to the Superintendent of Schools.

(a) within two (2) days of the receipt of the written grievance, the Superintendent or his designee, shall have a conference with the aggrieved and the steward. It is the Superintendent's responsibility to attempt to set a mutually satisfactory time and place for said meeting.

- (b) The Superintendent shall state his decision in writing within five (5) days and furnish a copy to the grievant and steward.

Note: The Superintendent may request that the Board of Education be his designee in Step 2.

(Step 4) If the Union is not satisfied with the disposition of the grievance by the Superintendent or the Board of Education or if no decision is rendered within the time provided in Step 3, the Union may, within ten (10) days submit the matter to mediation.

(Step 5) If satisfactory agreement is not reached through mediation, the Union may, within ten (10) days of closure of the mediation process, submit the issue to arbitration.

(Step 6) Prior to submitting the matter to arbitration, the Union shall so inform the Superintendent of Schools, in writing, of the Union's intention.

The Board's representative and the Union shall mutually select the arbitrator within ten (10) days of the arbitration request. If the parties cannot agree to the arbitrator, the American Arbitration Association in accordance with its rules shall select him. The only evidence or arguments which maybe presented at the arbitration hearing are those which were used in the previous steps of this grievance procedure and to which written reference has been made.

The arbitrator shall hear the grievance in dispute and shall render his decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issue submitted to arbitration. The arbitrator shall confine his decision to the particular case submitted to him/her. Both parties agree to be bound by the award of the arbitrator.

The arbitrator shall have no authority except to pass on alleged violations of this Agreement. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, nor to interfere with the exercise of the Board's Rights and Responsibilities, except as these are expressly limited by' this Agreement. Each party shall pay their own witness fees. The fees and expenses of the arbitrator shall be shared equally by both parties.

Section 4. All grievances, disputes, or other matters which may be processed under any State or Federal regulation or statute shall not be subject matter of the grievance procedure herein established. Any determination of action taken under any such State or Federal regulation or law shall be binding to the extent required by such regulation or law.

On agreement between the Board of Education and the Union, hearing upon a grievance may be commenced at any step, and any time limit with the grievance procedure may be extended by mutual agreement.

An employee or the Board has the right to be represented at any step in the grievance procedure by an attorney or representative of their choice.

Any disposition of an appeal that is not issued within time limits specified shall result in a forfeiture of the grievance.

It is the intention of both parties hereto that the procedures set forth herein shall serve as a peaceful means for settlement of any dispute which may arise between them. Therefore, the Union and its members, individually and collectively, agree that during the term of this Agreement there shall be no strikes, stoppage or work slow-down or sit-down, and the Employer agrees that it will not institute any lock-out during the duration of this Agreement.

It is specifically understood and agreed that the Employer for the duration of a strike, work stop-page, slow-down or sit-down shall have the sole and complete right of discipline, 'including discharge. Any violations of Section 4, E, are not subject to the provisions of Article 13.

#### ARTICLE 14

##### Stewards

The Employer recognizes the right of the Union membership to elect stewards and alternates from the employee's seniority list. The authority of the steward and alternate so selected by the Union shall be limited to, and shall not exceed, the following duties and activities with the Employer or the designated school representative in accordance with the provisions of this Agreement during working hours without loss of pay so long as prior approval is granted by their immediate supervisor.

Section 2. The collection of dues when so authorized by the Union.

Section 3. The transmission of such messages and information, which shall originate with, and are authorized by the Union or its offices, provided such messages and information:

- a. have been reduced to writing, or,
- b. are of a routine nature and do not involve work stoppage, slow-down, or other interference with the Employer's business.

The steward and alternate have no authority to take strike action, or any other action which interrupts the Employer's business. The Employer recognizes these limitations upon the authority of the steward and his alternate, and shall not hold the Union liable for such acts. The Employer shall have the authority to impose proper discipline, including discharge, in the event the steward has taken any of the above actions. (i.e. strike, slow-down, work stoppage, etc.)

Section 4. It is recognized that the Union may use school buildings for meetings, providing the proper procedures are followed in the scheduling of these buildings.

- a. During the normal school day, only the building administrator may grant permission.
- b. Other than normal school day, only the Community Education Director may grant permission.

The Union will be responsible for maintenance and supervision at said meetings.

## ARTICLE 15

### Leave of Absence

Section 1. Any full-time employee desiring a leave of absence from his employment shall secure written permission from the Employer. Leave of absence of short duration without pay may be granted subject to the availability of an adequate replacement. Any such request will be in writing and submitted at least five (5) days prior to the date of anticipated absence. The--supervisor may', (4aive the five (5) day requirement in cases of emergency.

Full-time employees shall be allowed a leave of absence equal to their accumulated sick days.

Section 2. The Employer agrees to grant time off limited to three (3) days in any one calendar year, without discrimination or loss of seniority rights and without pay, to an employee to attend a labor convention or serve in any capacity on other official Union business, provided that one week written notice is given to the Employer by the Union, specifying length of time off for Union activities. The Union guarantees that there shall be no disruption of the Employer's operations due to lack of avail-able employees or the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

Section 3. Employees shall receive credit for two (2) personal business days on the first day of the school fiscal year. Employees starting in the second six months. (January 1 - June 30) shall receive a proration of one (1) personal business day. Personal business is de-fined as--domestic, financial or legal business that cannot be done outside of working hours. It is understood that personal business days may not be used for social, leisure, or recreational purposes or in conjunction with a holiday, vacation or recess period. (Emergency personal business days may be granted by the Superintendent, depending upon the need and the attendance record of the employee.) Personal days shall not be cumulative.

Section 4. Medical disability leaves shall be granted for a period of up to one (1) year upon the same provisions of Article XV, Section 1. Such leaves of absence shall be without pay, fringe benefits or accrual of vacations or sick leave. The Employer upon written request by the Employee may extend medical disability.

## ARTICLE 16

### Equipment, Accidents and Reports

Section 1. In establishing operational procedures, the employer shall consider personal safety.

Section 2. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved the employee shall have the

right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the garage, supervisor and/or Safety Officer.

- Section 3. An employee who is injured while performing his job and is required to leave the job because of such injury and is required to remain off the job by medical authority will be paid for the whole day.
- Section 4. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law.
- Section 5. An employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.
- Section 6. It is the duty of the employee and he shall immediately, or at the end of his shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the Employer. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the garage, supervisor and/or Safety Officer.

#### ARTICLE 17

##### Separability and Savings Clause

- Section 1. In the event that any court of competent jurisdiction shall at any time declare any provision of this Agreement invalid, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.
- Section 2. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

#### ARTICLE 18

##### Safety Committee

- Section 1. A Safety Committee shall be composed of Union and Employer representatives who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.
- Section 2. The Safety Committee shall be composed of the transportation supervisor and two (2) bus drivers or mechanics (Appointed by the Union) and shall meet in September and, January or when necessary. The transportation

supervisor shall prepare the agenda with input from members of the Union. The agenda shall be in the hands of members of the Committee at least 72 hours prior to the scheduled meeting. The meeting time and date shall be posted and notes taken. A copy of the notes and agenda will be forwarded to the Superintendent.

#### ARTICLE 19

##### Worker's Compensation

The Employer shall maintain insurance benefits for the mechanic and mechanic's helper, while the employee is receiving Worker's Compensation from the school, up to a maximum of one year.

#### ARTICLE 20

##### Continuing Contract Revisions

Section 1. The Board and the Organization mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in an amendment hereto.

Section 2. Should a discussion of the parties result in a mutually acceptable amendment to the Agreement, then the proposed amendment shall be subject to ratification by the Board and the Union.

#### ARTICLE 21

##### Health Insurance/Life Insurance

Full-time bus drivers may, at the expense of the individual driver, and if eligible to participate in the Employer's group health insurance program, institute a payroll deduction authorization for the deduction of such premiums during the school year. The driver who desires to continue coverage through the summer months shall make arrangements with the payroll clerk for deductions during that period or shall pay such premiums to the Employer according to the premium payment schedule for the school district.

All bus drivers shall be provided with \$18,000 Term Life Insurance Carrier to be selected by the Board.

The Mechanic and Mechanic's Helper will receive medical insurance benefits that are comparable to, or exceed, the benefits provided in the expiring Contract (SET Ultra Med B). The District will pay \$25 per month toward the premium of the set (75-100% I-ncentive) ULTRA-DENT Plan for the mechanic and mechanics helper. The mechanic will be provided with Vision Insurance.

#### ARTICLE 22

##### General Provisions

Section 1. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Stewards of the Local Union and/or representatives of the Employer concerning

matters covered by this Agreement, so long as this conference doesn't interfere with the duties of the employee.

- Section 2. The Union shall have the right to examine timesheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to the specific grievance, at reasonable times with employee consent. Requests for this information shall be in writing to the Superintendent's Office.
- Section 3. The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and all deductions made for any purpose.
- Section 4. Should the Employer require any employee to give bond, cash bond shall not be compulsory and the Employer shall pay any premium involved.
- Section 5. The Employer will supply uniforms for the mechanic and mechanic's helper. The Employer will also supply coveralls for the mechanic and mechanic's helper to be used during foul weather.
- Section 6. The school will provide legal counsel to represent any employee as required or needed as a result of he acts occurring when and while said employee is in the performance of his normal duties and responsibilities provided that it has been determined that the employee has acted within the scope of school and administrative policy.
- Section 7. The Employer shall provide an area in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the Union and Employer.
- Section 8. At the beginning of the school year, the business office will compile a listing of sick leave accumulations. The list will be posted in the driver's lounge.
- Section 9. When an employee is required by the Employer to furnish his own transportation to and from a job location, he shall receive a mileage allowance, the rate of which is established by Board Policy, or will be furnished transportation by the school district; from home to the job is not considered part of this section.
- Section 10. For any schooling or in-service training assigned by the administration occurring on a leave day or off duty time, the employee will be paid straight time.
- Section 11. The cost of tuition and expenses for conferences and workshops will be paid by the District. The Superintendent or his designee will choose courses and the personnel to attend.
- Section 12. Vacancies will be filled according to seniority, if all other matters such as ability and qualification are, in the opinion of the employer, equal.
- Section 13. The Employer reserves the right to hire supervisory and salaried employees at its own discretion and will consider existing employees who apply.
- Section 14. An Employee, when assigned to work in a higher classification shall receive the higher rate of pay for those hours so worked in the higher pay classification. When an employee is assigned work in a lower

classification during the workday he shall not suffer a reduction in pay.

Section 15. The Employer agrees to furnish all necessary equipment needed to perform their assigned duties. Further, the Employer agrees to keep said equipment in safe operating condition.

Section 16. Positions, other than bus driving, that open in the Transportation Department will not be subject to the bidding process but will be applied for through formal employee application.

Section 17. A winter jacket will be provided bus drivers, mechanics and, the mechanic's helper with no cost to the employee. The jackets will be replaced every two years and every two years thereafter.

Section 18. No more than once each year the district will pay \$60.00 to the mechanic and mechanic's helper for the purchase of work/safety shoes. Payment will be made upon presentation of a receipt to the Business Office.

Section 19. Though bus drivers may, at the discretion of the Administration, be assigned to drive the school owned or leased vans or passenger automobiles, it is understood that these school vehicles may be used without employing a bus driver for the following purposes:

All adult trips	FFA
Cross Country	HERO Club
Quiz Bowl	Odyssey of the Mind
Art Classes	Golf/Tennis Teams
Cheerleaders	Choir
Basketball Camp	Wrestling Teams
National Honor Society	Forensics/Debate
Computer Club	Thespians/Drama
Student Council	Youth in Government
Student Leadership Forum	Track Invitationals
Basketball Scrimmages	Volleyball

Other activities may be added to the above list with approval of both parties. The school district shall not use additional non-school vehicles in conjunction with the school vans or autos to transport students or equipment for any of the aforementioned or jointly approved trips and thereby circumvent the use of a school bus.

Section 20. It is recognized that discipline is important to school bus safety. Principals will talk to parents, and students as needed. If possible, volunteer parents may ride buses. Administrators may attempt to set up a discipline workshop for bus drivers.

Section 21. The Employer shall provide a refresher course, at the District's expense, in the use of safety equipment and emergency first-aid.

Section 22. At times new "regular and or "extra runs/routes have to established. These runs/routes shall be posted and bid as outlined in Article XXV Section 3. However, only the new run/route will be assigned at the bid meeting for up to a twenty day trial period. (During the trial period, a substitute may be used to fill any vacancy created by this process.

If within the twenty day trial period it is determined that the new run/route remain, the bid process would then continue assigning any



and all runs/routes vacant as a result of assigning the new one. If on the other hand the new runs/routes were to be discontinued, the driver having the discontinued run/route would return to their previous assignment if any.

- Section 23. Evaluation will continue. Copies of the evaluation sheet are available from the Transportation Supervisor. Evaluations are used to help drivers improve.
- Section 24. The Employer shall conduct the required - number of bus evacuation drills each school year.
- Section 25. Drivers are required to keep the interior of buses clean. Drivers who volunteer to wash the outsides of buses when requested by the Supervisor shall receive one (1) hour's pay per bus at the extra trip rate.

#### ARTICLE 23

##### Sick Leave

- Section 1. All full-time employees shall be credited one sick leave day per month provided ten (10) working days are scheduled in that month for the month to count for sick leave credit purposes. There shall be a maximum of ten (10) sick days credited in any calendar year. Starting with the 1993-1994 contract year, drivers who successfully bid on extended school year driving assignments may accumulate one(1) additional day of sick leave, per year.
- Section 2. Any unused portion of the sick leave shall accumulate to a maximum of ninety (90) days for bus drivers.

In June of each year, the bus drivers shall be paid \$130 if they did not miss any workdays except those due to school-related activities, bereavement or the paid personal day during the previous 12 months. (June thru May); or, they shall be paid \$75, if they missed only one day; or \$35, if they missed only two days.

In June of each year, the mechanics shall be paid \$175 if they did not miss any workdays except those due to school-related activities, bereavement or the paid personal day during the previous 12 months (June thru May); or, they shall be paid \$100, if they missed only one day; or \$50, if they missed only two days.

Transportation personnel (drivers, lead mechanics mechanic's helper) will be paid in June, eight dollars (\$8.00) for every sick day exceeding 70 and capped at 80.

It is agreed that personal business days will not be counted against this provision.

- Section 3. Sick leave shall be available for use by employees in the bargaining unit for the following purposes:
- (a) Personal illness. (1/3-day minimum when taken ill on the job).
  - (b) Absence from work due to exposure to a contagious disease.
  - (c) Medical treatment or dental extraction (in not less than 1/3-day increments).

(d) Up to three (3) days may be used for illness or injury to a member of the immediate family:

- |          |               |            |
|----------|---------------|------------|
| Spouse   | Brother       | Stepfather |
| Daughter | Mother-in-Law | Stepmother |
| Son      | Father-in-Law |            |
| Father   | Grandparent   |            |
| Mother   | Grandchild    |            |
| Sister   |               |            |

If the Mechanic or Mechanic's Helper is unable to report to work when attendance is required on inclement weather days, he/she has the option of using a sick leave day.

Section 4. Sick leave may not be granted in anticipation of future service. Recognized holidays falling within a sick leave period shall not be counted as sick days.

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

Section 6. For the loss of time because of injury incurred in the line of duty, regular employees shall receive full pay for up to one (1) full workweek (5 days) after the accident without drawing on his sick leave credits. This shall apply to only one (1) injury, unless validated by the school physician, and shall not be allowed on reoccurrence of previous injuries. The school district will pay the physician's charges.

Section 7. An employee, who has been previously absent due to illness, will not be authorized to return to work unless proper advanced notification is given. Such notification of the employee's intention to return to work must be to the Supervisor before the end of the employee's regular shift of the day before re-turn is anticipated unless prior arrangements are made with the Supervisor.

Section 8. A regular employee who suffers injury, after the first (1st) week compensable under Worker's Compensation Act may be paid the difference between his regular wages and payment received under the provisions of the Act, to be deducted from accumulated sick leave.

When sick leave credits are exhausted, the employee will remain on Worker's Compensation until its benefits are exhausted. Employees, if requested, will be required and will submit a report from a doctor following a prolonged illness or injury indicating that he is physically able to do work available before his return to active work.

Section 9. In the event of death in the immediate family an employee will be paid his/her regular daily rate for up to three (3) days for time lost from work in order to make arrangements or to attend the funeral. There shall be no funeral pay for Saturday, Sunday, holidays or vacations should a funeral occur during any of these days.

The employee's immediate family shall be:

- |          |               |            |
|----------|---------------|------------|
| Spouse   | Brother       | Stepfather |
| Daughter | Mother-in-law | Stepmother |
| Son      | Father-in-law | Sister     |
| Father   | Grandparents  |            |
| Mother   | Grandchildren |            |

Such unused days in any year shall not be cumulative. Employees shall furnish the School, upon re-quest, with the proper proof of such relationship and the taking of such time and pay under false representation shall be considered cause for dismissal.

Section 10. An employee who for any reason is unable to report to work shall notify his supervisor of such a condition not later than one (1) hour before the start of his/her regularly scheduled duties, except at the discretion of the supervisor in cases of emergency.

#### ARTICLE 24

##### Limitation of Authority and Liability

Section 1. No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 379, P.M. 1965, nor shall the Employer provoke a strike action by the Union or its members.

Section 2. Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article 13 of this Agreement, may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

#### ARTICLE 25

##### Hours of Work and Overtime

**Regular Route:** Regular morning and afternoon runs that require the use of a school bus for the transportation of students on a regular basis.

**Regular Extra Run** Kindergarten, Enrichment, Vocational, and similar runs that require the use of a school bus for the transportation of students on a regular basis.

**Extra Trips:** Sport events, classroom field trips, etc. that require the use of a school bus for the transportation of students on an occasional basis.

Section 1. The regular workweek for daily runs is established as Monday through Friday.

Section 2. Time and one-half (1 1/2) will be paid for all work in excess of forty (40) hours in an established workweek. Time not worked but compensated for (sick leave, etc.) shall not be considered as time worked when computing overtime, with the exception of Saturday, Sunday, and holiday driving time which will be reimbursed at time and one half (1 1/2).

Section 3. When a driver's route is vacated, the route or routes will be posted, as soon as known, along with a posting of notice for a drivers' meeting with the Supervisor. Bids shall be received on open routes at that meeting. At the conclusion of such meeting, all route changes and assignments to all routes shall be made.

Section 4. All routes will be bid on a seniority basis at the beginning of each

school year. Any changes of these assignments shall be made as per procedure pre-scribed in Section #3. All regular bus routes and bus assignments will be determined by the supervisor who may request a conference with drivers to determine the most efficient route. Route times will be established prior to the beginning of school on all regular runs.

Section 5. Drivers shall be notified, as soon as possible that school is not in session due to Acts of God (weather, health, etc.).

Section 6. The Employer shall pay at the extra trip rate for drivers to attend the mandatory bus driver-training programs.

Section 7. Extra trips shall be posted as soon as possible and whenever extra trips are required; the driver selected to take the extra trip will be taken by rotation from the seniority list. Each driver will have the opportunity to either accept or reject the extra trip when his/her name comes up according to the seniority list, with the least senior driver required to take the extra trip unless a qualified substitute is willing and available. The seniority list will be used in selecting the qualified person for the extra trip.

For the purpose of this clause, time not worked because the employee did not choose to work, will be charged to the employee for the purposes of maintaining the rotation of the seniority list. If a driver finds, after sign up deadline, that he/she cannot take the trip due to an emergency, etc., then the next "yes" will be asked. This will be done so as not to affect the rotation of the seniority list for the next trip.

Three seniority lists will be kept for bidding: one for extra trips, one for kindergarten, enrichment and vocational runs) and one for route openings. All extra trips, routes, etc. will start over at the top of the seniority list at the beginning of each school year or in the event that an extra trip makes the entire rotation and a substitute is used.

Regular extra runs, which become available during the school year, are made available by seniority as per Section 3 of Article 25. Drivers with a regularly scheduled After School Enrichment run may not take other driving assignments that interfere or conflict with the driver's assigned run.

Section 8. If an extra trip interferes with a driver's regular run, the Employer guarantees the driver no loss of income.

When a driver bids on an extra trip and that trip interferes with the regular run, the driver shall receive his "run pay" for the first hour of the trip.

Section 9. Routes for the Extended School Year will be posted. Routes will be bid on a seniority basis. Extended School Year routes and bus assignments will be determined by the Supervisor. Route times will be established prior to the beginning of the Extended School Year session.

Drivers may bid on both Migrant Summer School routes and Extended School Year routes. Once the driver is awarded a route for the summer, whether it is a Migrant Summer School route or an Extended School Year

route, he/she may not "bump" into the other program once their original assignment is complete.

Example: A driver bids on routes in both the Extended School Year and the Migrant Summer School program. The driver is awarded a route in the Migrant Summer School Program, which is a six-week program. When the Migrant Summer School ends there is still one week of the two week Extended School Year remaining. The driver is not entitled to replace a driver with less seniority for the one remaining week of the Extended School Year Program.

Drivers must choose to drive either the Summer Migrant Program or the Extended School Year not both programs as days the programs are in session overlap.

- Section 10. Expenses incurred for the sole benefit of the driver shall be paid for by the driver.
- Section 11. The salary schedule is calculated on 187 days for all full time bus drivers 182 of which are duty days. For purposes of clarification non-duty days will include Labor Day, Memorial Day, Thanksgiving Day, Day after Thanksgiving and New Years Day.
- Section 12. Drivers will be granted a minimum of two (2) hour call-in times when extra trips are cancelled less than three (3) hours prior to the scheduled departure time. Notice of cancellation of the trip shall be given to the driver by the Director of-Transportation or his/her designee.
- Section 13. When a bus breaks down because of mechanical failure, After the first thirty (30) minute period after the call, the driver shall be paid the hourly trip rate for all time starting with the time of the call.
- Section 14. Drivers, when not on bus runs, will be given the first opportunity to perform substitute custodial work at the established substitute rate. Drivers interested in this must submit their names to the Building & Grounds Supervisor prior to October 1<sup>st</sup> of each year, and complete a two- (2) hour orientation dealing with custodial procedures prior to being allowed to substitute.
- Section 15. Admission tickets will be provided to drivers for out-of-district school events for which they transport students. A food allowance for an all-day trip (anything over eight (8) hours) will be provided to the driver at the rate of twelve dollars (\$12.00) per day. Reimbursement will be made upon the submitting of receipts
- Section 16. Drivers required to attend hearings/court appearances on behalf of the school district will be reimbursed at his/her hourly rate of pay. Drivers will also be reimbursed for their travel to and from court at the existing mileage rate.
- Section 17. The district will pay the cost difference between a regular driver's license and a Commercial Driver's License (CDL).

The district will pay the cost of the CDL ROAD Test only once during each renewal period. If the driver is required to repeat the test, it will be at his/her cost. It is noted that district payment for the CDL Road Test is contingent upon the test being administered by the school district's designated testing center.

Section 18. The School District will pay the full cost of the required physical exam if given by the District's physician. Drivers will be allowed the rate charged by the district physician for physical exams performed by their own physician. It is the driver's responsibility to deliver results of the exam to the-Superintendent's Office prior to being allowed to drive.

Section 19. The Employer will pay the full cost of a x-ray when required to satisfy T.B. test requirements, provided that the X-ray is conducted at a district named facility. If the employee chooses not to use the district named facility, the district will pay only \$45 toward the cost.

Section 20. After the first four-(4)weeks of school are completed Kindergarten Run personnel may bid on all-day field trips.

Section 21. Bus Drivers who have the following number of years of unbroken service with the district will receive an annual longevity allowance as follows.

<u>Years of Service</u>	<u>Allowance</u>
7 or more	\$350
12 or more	\$450
17 or more	\$550
20 or more	\$600
25 years	\$700
30 years	\$800

Mechanic and Mechanic's Helper who have the following number of years of unbroken service with the district will receive an annual longevity allowance as follows:

<u>Years of Service</u>	<u>Allowance</u>
2 or more	\$275
7 or more	\$450
12 or more	\$550
17 or more	\$650
20 or more	\$700
25 years	\$800
30 years	\$900

a. Longevity payments will be made two-(2) times a year according to the following schedule:

1. When an employee reaches his longevity anniversary date of unbroken service between January 1 and June 30, payment will be made on the second payday in June.
2. When an employee reaches his longevity anniversary date of unbroken service between July 1 and December 30 payment will be made on the first pay in December.

b. If longevity pay is due to an employee and he if retires, quits, die, etc., longevity pay will be paid to the employee or his family.

Section 22. Those employees who-are scheduled to work only on the required

student attendance days (180 days) shall receive their regular rate of pay on days when school is closed due to inclement weather. However, to make up required days, they shall not receive extra compensation for their regular runs on those make up days.

On days students are not in attendance due to inclement weather the Mechanic and Mechanic's Helper shall be required to report for work. They may work an altered schedule to insure eight hours of pay upon arrival. If the Superintendent or designee does not require them to report, regular pay will be received. If they are unable to report when attendance is required, they may be granted the option of the use of a vacation day or sick leave day.

In the event that the employee was issued directive to remain off of work from a bonafide medical doctor prior to the "calling" of the inclement weather day, such time shall be deducted from his/her sick leave and not counted as inclement weather days.

Section 23. Tornado watches will be handled as per Board Policy. If drivers are called in early or held over for any reason, they will be paid at the extra trip rate for such time.

Section 24. VACATION SCHEDULE Mechanic and Mechanic's Helper

a. One year of service	10 days
After six years of service	15 days
After twelve years of service	16 days
After thirteen years of service	17 days
After fourteen years of service	18 days
After fifteen years of service	19 days
After sixteen years of service	20 days
After eighteen years of service	22 days

Vacation days can only be accumulated in the amount not to exceed twenty (20) days at the end of each anniversary year. Employees shall be permitted a minimum of one (1) vacation day at a time.

Employees who lose time due to on-the-job disability up to a maximum of two (2) years shall receive their vacation as though the time had been worked.

Vacations will not be taken the first week after school is dismissed in June, or the last two weeks in August.

If a vacation is to last five (5) days or more, a request will be made, in writing, to the supervisor, at least one (1) week in advance.

Employees unable to report when attendance is required, on inclement weather days, may be granted the option of use of a vacation day.

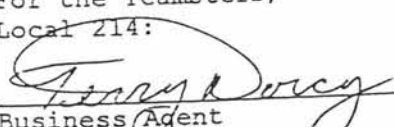
ARTICLE XXVI

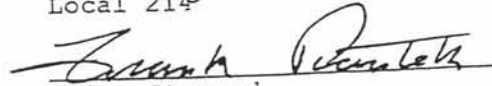
Duration of Agreement

Section 1. This Agreement shall be in effect from July 1, 1999 to June 30, 2002. New salaries shall have an effective date of July 1.

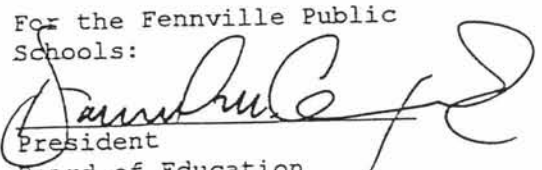
In witness whereof, the parties hereto have hereunto set their hands the day and year as above written.

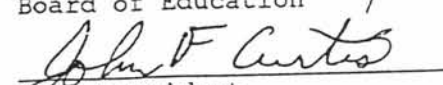
For the Teamsters,  
Local 214:

  
Business Agent  
Local 214

  
Union Steward,  
Local 214

For the Fennville Public  
Schools:

  
President  
Board of Education

  
Vice-President,  
Board of Education



**Schedule A  
Compensation**

**Wages Rates by Classification**

<b>Appedix A</b>	<b>1999/2000</b>	<b>2000/2001</b>	<b>2001/2002</b>
Probationary (per run)	\$18.62	\$19.09	\$19.57
Regular Route (per run)	\$22.38	\$22.94	\$23.51
Enrichment (per run)	\$22.38	\$22.94	\$23.51
Kindergarten (per run)	\$22.88	\$23.46	\$24.04
Extra trip (per hour)	\$10.24	\$10.49	\$10.76
VoTech (per hour)	\$10.24	\$10.49	\$10.76
Regular Runs over 25 miles (per mile)	\$0.36	\$0.37	\$0.38
<b>Lead Mechanic (Hourly)</b>	<b>1999/2000</b>	<b>2000/2001</b>	<b>2001/2002</b>
Probationary	\$12.25	\$12.56	\$12.87
Base	\$13.72	\$14.07	\$14.42
Second Year	\$ 16.42	\$ 16.83	\$ 17.25
<b>Mechanics Helper (Hourly)</b>	<b>1999/2000</b>	<b>2000/2001</b>	<b>2001/2002</b>
Probationary	\$ 9.08	\$ 9.30	\$ 9.53
Base	\$ 9.89	\$ 10.14	\$ 10.39
Second Year	\$ 11.48	\$ 11.77	\$ 12.06
Bus driving pay for the Mechanic's helper will equal the per run pay of a driver after two years of unbroken service to the district.			
Second year rate begins with Anniversary of the employees hiring date.			

In the event a driver is required to do off site fueling of a bus, the driver will receive a 15-minute guarantee of pay based upon the extra trip category. In the event fueling should exceed 15 minutes, the driver will be paid in additional 15-minute increments. This provision would not apply in the event a driver is refueling a bus off-site during the course of an extra trip.

In the event the Board of Education or state statute determines or requires that students will be transported to Public School Academies, the issue of transporting students will be addressed through the collective bargaining process.

APPENDIX B

SCHEDULE B  
Holidays

Bus Drivers

Mechanic & Mechanic's Helper

1. Labor Day
2. Memorial Day
3. Thanksgiving Day
4. Day After Thanksgiving
5. New Years Eve
6. New Years Day
7. Christmas Eve
8. Christmas Day

1. Labor Day
2. Memorial Day
3. Thanksgiving Day
4. Day After Thanksgiving
5. New Years Eve
6. New Years Day
7. Christmas Day
8. Christmas Eve
9. Independence Day
10. Good Friday \*\*

\*\*Same schedule as teacher's calendar

In order to be paid for a holiday, an employee must be in attendance one full day before and one full day after said holiday, unless on an approved absence.

APPENDIX C

MEMORANDUMS OF UNDERSTANDING

Listed below are two (2) memorandums of understanding. The two memorandums reflect an understanding between the two parties. The first memorandum of understanding concerns the posting of extra trips. Memorandum number two concerns trip cancellations.

C-1 Postings of Extra Trips

The Union and the Employer acknowledge and agree that on any given day a situation may arise where in the Employer will have reasonable cause to deviate from using ARTICLE 25, SECTION 7, of the Collective Bargaining Agreement in making assignments of trips and runs which become available for extra work by bus drivers. Such situations are those which arise suddenly and for which a driver must be promptly secured. It is not intended that these situations become routine and recurrent as to any particular run or trip. Where there is sufficient time, the procedure of ARTICLE 25, SECTION 7, should be used in the assignment of runs and trips, which become available for extra work, by bus drivers. In those situations where the employer deviates from the provisions of ARTICLE 25, SECTION 7, of the Collective Bargaining Agreement, the Employer will notify the Union promptly. In any event, notification from the Employer will be made within 24 hours from the time of the deviation. If possible, a Union Representative will be notified prior to the deviation. The union reserves the right to grieve any such deviation from the provisions of ARTICLE 25, SECTION 7, of the Collective Bargaining Agreement which is believed to be without reasonable cause.

## C-2 Trip Cancellation

When a driver bids on an extra trip and that trip is cancelled more than three (3) hours before leave time, that driver goes to the top of the list or the next available (available being more than forty-eight hours) trip.

However, in the event there is more than one trip available, that driver would bid based on seniority. For example, if an awarded trip is cancelled and the driver of the cancelled trip has two years seniority and three trips become available, that driver is guaranteed one of those trips, but only in order of seniority.

Based on the trip rotation, more senior drivers have the opportunity to bid first on two of the three trips. Of course, if the driver of the cancelled trips is the most senior, he/she would get first bid rights without regard to the number of available trips.

