

6542

6/30/2002

AGREEMENT

between

BOARD OF EDUCATION

of the

LAPEER COMMUNITY SCHOOLS

and

**SERVICE EMPLOYEES
INTERNATIONAL UNION**

LOCAL 591, AFL-CIO

UNIT #170 - TRANSPORTATION

1999-2002

Lapeer Community Schools

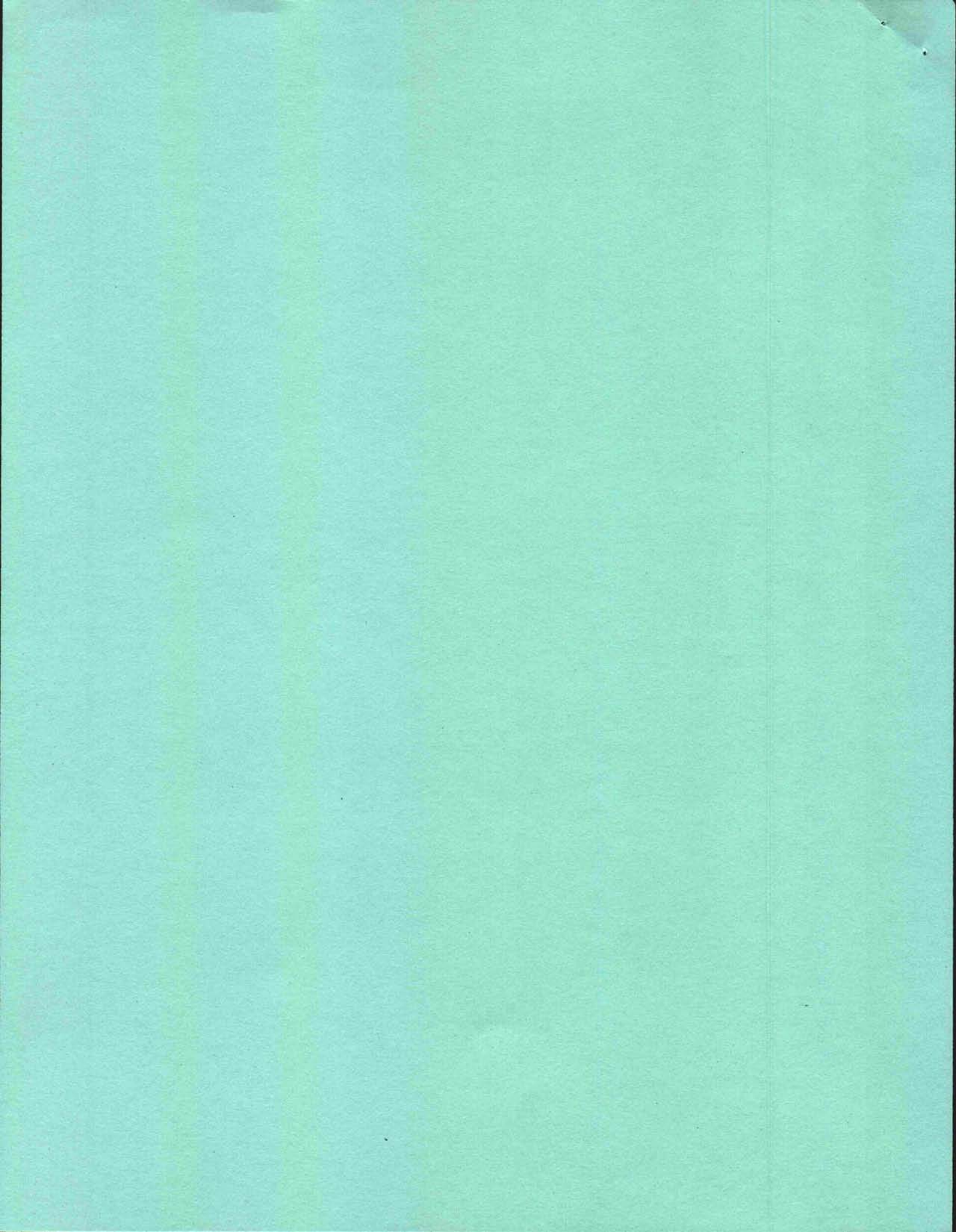
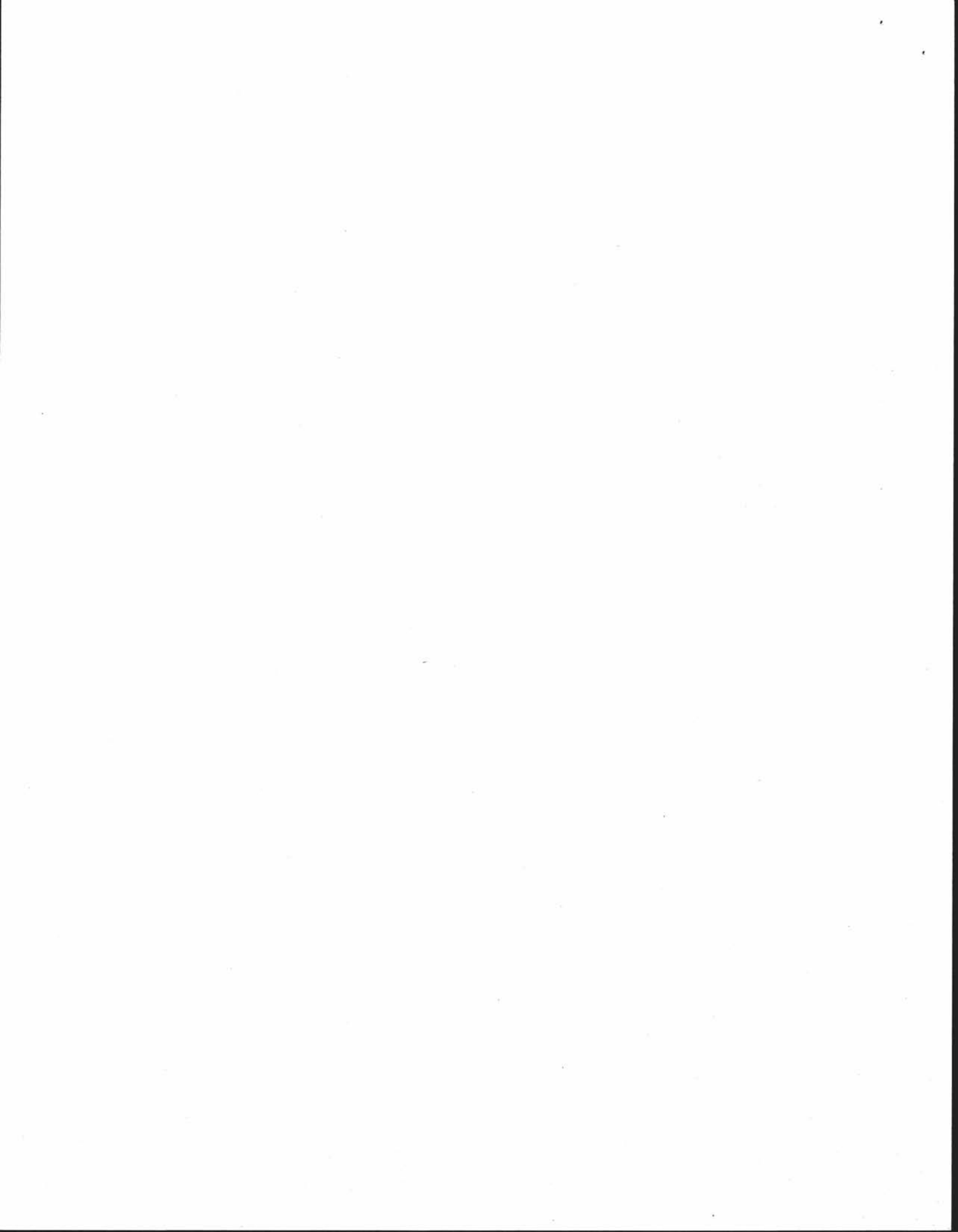


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AGREEMENT

This Agreement entered into this eighteenth day of March, 1999, by and between the Lapeer Community Schools Board of Education hereinafter called the "Board" and the Service Employees International Union, AFL-CIO, Local 591, Unit #170 hereinafter called the "Union".

WITNESSETH:

PREAMBLE

WHEREAS it is the intent and purpose of the parties hereto that this Agreement shall set forth their agreement on rates of pay, hours of work, and terms and conditions of employment of the Board employees covered by this Agreement.

In consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE I **DEFINITIONS**

Section 1

The terms "Board" and "Union" shall include authorized officers, representatives, and agents. Despite reference herein, the "Board" and "Union" as such, each reserves the right to act hereunder by committee, or designated representative.

Section 2

Reference to male employees shall include female employees.

ARTICLE II **RECOGNITION**

The Board hereby recognizes the Union as the exclusive bargaining representative for:

ALL FULL-TIME AND REGULAR PART-TIME BUS DRIVERS AND MECHANICS OF THE LAPEER COMMUNITY SCHOOLS EXCLUDING ALL SUPERVISORS, ADMINISTRATORS, TEACHERS, PARAPROFESSIONALS, CUSTODIANS, OFFICE CLERICAL, TEMPORARY AND SUBSTITUTE EMPLOYEES, AND ALL OTHER SCHOOL DISTRICT EMPLOYEES.

ARTICLE III
UNION SECURITY AND DEDUCTION OF UNION DUES

Section 1

All employees who are presently working under this Agreement shall not be required to become members of the Union, and all new employees hired during the term of this Agreement shall not be required to become members of the Union, but shall make payments to the Union in the same manner as Union members and shall do the above as a condition of employment.

Section 2

During the term of this Agreement the Board will honor written assignments of wages to the Union for the payment of Union dues, initiation fees, and special assignments. Such written assignments shall be in a form consistent with the laws of the State of Michigan and this Agreement. The Board will continue to honor those written assignments already in its possession.

Section 3

The Union shall notify the Board in writing of the amount of such dues, fees and assignments. The Board will cause such dues, fees, assignments to be remitted promptly to the Union. Normally, deductions will be made on the last pay period of each month. The Board shall provide, each October, a master list of all unit employees and the amount paid by each. In subsequent months the Board shall provide a copy of the October list and a list of all additions and deletions.

Section 4

All employees presently employed by the Board of Education shall make the above payment to the Union on the first full pay period after the ratification of the current contract by members and the Board. All new employees hired during the term of this Agreement shall make the above payments to the Union after thirty (30) work days of employment with the Board of Education.

Section 5

The Board shall provide the Union, at the time of hiring for each new employee, the name, assignment, and the date of hire for the new employee. The Board shall inform the Union on the date of return of any employees returning from leave of absence. The Board shall inform prospective employees prior to hiring of the contents of this article.

Section 6

The Union agrees that the amounts paid to the Union by non-union member employees must be established consistent with the applicable laws and administrative law interpretations regarding non-union member employee representation costs. Furthermore, the Union shall not request the Board to collect any fee, assessment, or contribution from any employee for which to do so would be a violation of the then applicable interpretations of the laws governing such payments.

Section 7

The Union shall indemnify, protect and save harmless, the Board against any and all claims, demands, suits or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the Board for the purposes of complying with the provisions of this Article.

**ARTICLE IV
UNION RIGHTS**

Section 1

The employees and the Union, as their exclusive bargaining representative, shall have and enjoy all the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965 as amended from time to time and by other applicable statutes now or hereafter enacted except as expressly limited by the terms of this Agreement.

Section 2

The Board agrees to furnish the Union in response to reasonable requests from time to time, all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and other such information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the drivers, their passengers, together with information which may be necessary for the Union to process any grievance or complaint. Such requests must be in writing and specifically designate the material requested. For materials not normally mass-produced a reasonable cost/charge may be required.

Section 3

The Union and its members shall have the right to use school building facilities at all reasonable hours for meetings, providing such use does not interfere with previous building commitments.

Section 4

Duplicating machinery shall be available for Union use. Materials used solely for the benefit of the Union shall be paid for by the Union. Materials used for preparation of items of mutual and common use shall be provided without cost by the Board.

Section 5

The Union shall appoint stewards and alternate stewards. No steward or alternate, regardless of when selected, shall function as such until the Board has been notified in writing by the President of the Local Union, Chairperson of the Unit, or an International Union or Council Officer of his election.

Section 6

Stewards and their alternates and other Union officials shall be permitted to engage in contract negotiations and adjustment of grievances subject to the limitations set forth in this Agreement.

Section 7

Any steward or alternate steward having an individual grievance in connection with his own work may ask that another steward or alternate or Union Official assist him in adjusting the grievance with his supervisor.

Section 8

Bulletin boards shall be erected in a conspicuous place for the purpose of posting notices of Union business or activities. In no case shall obscene or scurrilous printed or written matter be placed on any bulletin board. All materials posted on bulletin boards shall indicate the organization responsible for the material and clearly indicate the author's identity. Bulletin boards used for the above purpose shall be in areas not commonly frequented by students.

Section 9

All notices required to be given by this Agreement shall be sufficient if mailed to the Board by ordinary mail to such address as the Board shall direct in writing. All notices required to be given to the Union by this Agreement shall be mailed to the Union by ordinary mail, addressed to 1305 West Dayton Street, Flint, Michigan 48504, or to such other address as the Union shall direct in writing. All notices to be given to an employee under this Agreement shall be mailed to his last address recorded in the Board's office. It shall be the responsibility of employees to notify the Board and their immediate supervisor of any change of address and phone number within ten (10) days of such change. If the employee does not do this, the Board's obligation is fulfilled and shall not be a factor in a grievance.

ARTICLE V
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 and authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing, the right to:

1. Manage and control the school's business.
2. Direct the working forces and promote, reassign, layoff, and transfer employees as may be necessary as per contract.
3. Determine the size and placement of the working force and location of all work operations.

4. Adopt and enforce reasonable rules and regulations.
5. Determine all services, supplies, and equipment necessary to continue operation.
6. Determine standards of operation and goals for improvement.
7. Determine qualifications for employees generally and the specific qualifications for various positions.
8. Determine all financial policies and operations.
9. Determine the supervisory organization for all operations.

ARTICLE VI

LEAVE PROVISIONS

Section 1

The Board and Union agree that regular attendance of all employees is essential to the proper operation of the Board's transportation operations. Further, it is agreed that the leave provisions here set forth provide for the reasonable absences from work of employees. The Board reserves the right to investigate suspected abuses of the leave privileges and to require reasonable proof when evidence exists that abuse has occurred. Furthermore, the Board has the right, limited by the provisions of this Agreement and applicable laws, to discipline employees for abuse of leave privileges or for excessive absenteeism or tardiness. The Board confirms the Union's right to use the Grievance Procedure when the Union alleges that the contract has been violated in respect to leaves and absences of employees. It is the responsibility of the employee to notify his/her supervisor of the reason for his/her absence at the time he/she reports his/her absence. Notice of absence from work will only be accepted from the employee or his/her spouse.

Section 2 - Sick Leave

- A. Regular employees shall earn one (1) leave day for each month of regular employment for all work to which they were regularly assigned and scheduled to work at least one half ($\frac{1}{2}$) of the scheduled work days in the month. Employees working the full school year may earn ten (10) leave days per year. Mechanics may earn up to twelve (12) leave days per year. Employees must work or be on paid leave at least one half ($\frac{1}{2}$) of the work days in a calendar month to be credited with leave days.

Sick leave days shall be advanced at the beginning of each school year with adjustments, as needed, throughout the school year to reflect changes in the employee's work assignment. For any employee leaving employment prior to completing his/her full work year, any utilization of more leave days used than earned shall result in a corresponding reduction in the employee's final compensation.

- B. The value of a leave day credited to an employee's individual account is based on his/her regular assignment during the month it was earned. For example, employees who earned leave days on a two hour assignment may need to use several leave days if they have an absence while assigned to a longer work day.
- C. Sick leave day credits may be carried from one year to the next and may accumulate to 720 hours. Employees with greater accumulations as of 6/23/82 shall be allowed to retain and use the excess days.
- D. Sick leave days may be used when an employee's personal illness or physical incapacity makes working impossible or detrimental to the employee's recovery. An employee claiming leave for personal illness extending beyond five (5) consecutive work days shall be required, before being entitled to further sick pay, to submit to his/her immediate supervisor his/her physician's written statement which shall indicate the nature and estimated duration of the illness. Before an employee may return to work after an illness of more than five (5) days duration, a statement shall be submitted to the employee's immediate supervisor from the employee's doctor certifying that the employee is capable of returning to work.
- E. Sick leave days may be used when an employee needs to remain out of work because of the illness, injury, or incapacity of a member of the employee's immediate family, which includes the employee's spouse, children, parents, brother, sister, grandparents or any other person whose relationship is equivalent to that of a household relative. Sick days in excess of five (5) consecutive work days cannot be used for illness in the family, unless the family member is one who is herein described and has been a member of the employee's household during the previous six (6) months or is a newborn infant.
- F. For each paid sick leave day used by an employee, the employee shall be compensated at the rate of 100% of her/his normal per diem rate up to six (6) days. Any and all days used by an employee in excess of six (6) in one fiscal year will be compensated at the rate of 80% of her/his normal per diem rate.
- G. An employee who resigns and is later rehired is not entitled to previously earned sick leave.
- H. Any employee whose personal illness extends beyond the period of compensation provided by leave day unit provisions shall be granted upon written request, a leave of absence without any pay or fringe benefits except as paid by the employee or as provided by contract for such time as is necessary for complete recovery from such illness, but not to exceed twelve (12) months. Any employee on medical leave of absence without pay or fringe benefits, except as paid by the employee, shall not be entitled to advancement on the salary schedule, but shall be allowed to accumulate seniority up to three (3) months. During such medical leave the employee shall not maintain other employment unless specifically approved by the Board. If not approved the leave shall be canceled and the employee shall be discharged if he/she does not report to work within five (5) working days of receipt of notification from the Board. The Board may require verification of such extended illness by a physician acceptable to the Board. If the employee's own physician is unacceptable to the Board, the Board shall pay the cost of examination by a doctor acceptable to the Board.

- I. Any employee who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the disability benefits provided by the Workmen's Compensation Law and the accumulated sick leave benefits herein provided. To the extent that the Board makes payment to the employee for that portion of his salary not reimbursed under the Workmen's Compensation Law, said partial payments shall be charged pro rata against the employee's accumulated sick leave. The employee shall have the option to use or not use sick day credits during such period. The conditions of return to employment shall be the same as in medical leave. Seniority shall accrue during such period and salary schedule experience shall be allowed.
- J. It is agreed that any unit employee on workers' compensation will be provided with Board-paid medical benefits (does not include dental or vision insurance) for up to a maximum of six (6) months from the date said employee is no longer utilizing paid sick leave.

Section 3 - Personal Business Leave

- A. After an employee has completed forty (40) days of satisfactory work as a regular employee he/she is entitled to two (2) days per year (prorated for employees working less than a full year) for personal business. Unused personal business days may accumulate to four (4) days. Personal business days accumulating in excess of four (4) days shall be transferred to accumulated sick leave.
- B. The following explanations of personal business require no further explanation: legal matter, financial matter, moving, marriage of employee or family members. All other requests for use of a leave day for personal business may require further explanation. Whenever possible personal business leave should be prearranged. The Board recognizes that the nature of personal business often precludes explanation and will endeavor to avoid requiring explanation except in cases where evidence of abuse is discovered.
- C. Personal business leave is not to be used for extending vacations, recreation, or any reason not related to personal business which could be conducted outside regular work hours.

Section 4 - Bereavement Leave

- A. An employee may be absent without loss of salary for up to a total of three (3) working days for the death of a member of the employee's immediate family, which shall include father, mother, children, spouse, grandparents, grandchildren, brother, sister, or in-laws of like relationship. These days are not to be deducted from sick leave.
- B. One (1) sick leave day per year could be used for the death of a friend or relative.

Section 5 - Jury Duty

Any employee summoned to jury duty shall be paid his/her regular wage for each working day of absence providing that jury fees less mileage are refunded by the employee to the Board.

Section 6 - Military Leave

Any employee who is called into the armed services of the United States, or who is activated as a member of the reserve forces, or who enlists in anticipation of induction, or who enlists during a period of time when this country is actively engaged in open hostility involving acts of warfare, shall be granted a leave of absence without pay for the period of such absence. Full credit on the salary schedule and uninterrupted seniority shall be granted to those leaving Lapeer's service and returning thereto, provided that the rights under this paragraph will terminate upon any voluntary extension of such military service.

Section 7 - Unpaid Leaves Other Than Medical Leave

- A. Unpaid leave of absence for good cause for one (1) year may be granted at the discretion of the Board subject to the provisions of this Agreement. Unpaid leave of absence for less than one (1) year in duration may be granted at the discretion of the Board subject to the provisions of this agreement not to exceed five (5) days. The Board reserves the right to grant or deny unpaid leave based upon consideration of the merits of each request and consideration of the proper management of the transportation system. Further, the Board reserves the right to establish policies related to unpaid leave provided such policies are not in violation of provisions of this Agreement or existing laws or regulations.
- B. Except as may otherwise herein be provided, all requests for unpaid leave must be in writing. All requests must be submitted at least ten (10) work days in advance.
- C. **Parental Leave:** The employee must present a certifying statement prior to the commencement of the leave.
- D. **Religious Holidays:** Three (3) days leave of absence without pay may be granted to employees who wish to observe traditional and customary religious holidays which require, by custom, full day observance. Such leave shall be granted only if the employee shall file written application therefore with his immediate supervisor at least two (2) working days before such religious holidays.
- E. **Study Leave:** The Board may grant, upon written application, a leave of absence for study. The employee may request one full year for such leave. If the employee does not wish a one year leave he/she may use up to a total of fifteen (15) days in any single year for study leave provided that such leave will not be granted more than three times in a single year even if all fifteen (15) days have not been used.
- F. **Union Leave:** Unpaid leave of absence for Union business shall be granted for either a one year or two year period upon written application to the Board. If the employee does not wish a one or two year leave he/she may use up to a total of fifteen (15) days in any single year for Union business leave provided that such leave will not be granted more than three (3) times in a single year even if all fifteen (15) days have not been used. During the entire period of such leave seniority shall accrue.
- G. **Personal Leave:** Employees having completed ten (10) continuous years of service may be granted a personal leave of one (1) full year. The employee on such a leave will not be

entitled to return to employment of the Board of Education until the expiration of the complete year. An employee will only be allowed one (1) such leave while employed by the Board of Education. Upon proper application by the employee the Board may, at its discretion, extend such leave for a second year. Leaves under this category may be granted only upon application in writing to the Board and on approval of the Superintendent.

If they fail to return within ten (10) days after expiration of their leave, or upon being offered an available position, they are automatically terminated from employment with the Board of Education.

- H. **Miscellaneous:** Unpaid leave of absence, except military leave, shall be granted only after the completion of probationary service.

Section 8 - Benefits While on Leave and Return From Leave

- A. **Vacancies Created by Extended Medical and Parental Leave:** Whenever an employee shall request and confirm in writing to be on medical or parental leave twenty (20) work days or more but less than twelve (12) calendar months the Administration and Union representatives shall meet within five (5) work days to review the request. Unless mutually agreed by the parties, upon the employee's written confirmation the position shall be filled through the established procedures for filling such a created vacancy within eight (8) work days of said initial request. Upon return during the same school year in which the leave commenced, the employee shall be returned to the same position. If the return is during the school year following the school year in which the leave commenced, the employee shall be returned as follows:
1. If prior to the August run selection meeting, through the annual run selection process;
 2. If following the August run selection meeting, the employee will return to the least senior position of the same number of runs as she/he held prior to the leave. Article VIII, F. shall prevail both if there exists no least senior position of the same number of runs and for drivers affected by the return from leave. The layoff procedure shall be implemented if necessary. Employees on extended medical leave or parental leave shall be allowed to accumulate seniority up to three (3) months but shall not accumulate experience credit for salary.
- B. **Vacancies Created by Other Extended Leave:** Whenever an employee shall request and confirm in writing to be on unpaid leave (other than provided in Article A of this section) extending more than twenty (20) work days but less than twelve (12) calendar months, the Administration and Union representatives shall meet within five (5) work days to review the request. Unless mutually agreed by the parties, upon the employee's written confirmation the position shall be filled through the established procedures for filling such a created vacancy within eight (8) work days of said initial request. Upon timely request to return the employee shall be offered the first available position within the work division in which the employee was previously working. Should the employee refuse such position, the leave return right shall be terminated. For mechanics returning from such leave the first available position shall include bus driving positions. Employees on such leaves shall

be allowed to accumulate seniority up to thirty (30) days, but shall not accumulate experience credit for salary.

- C. **Benefits While on Leave:** Should an employee be on unpaid leave for less than thirty (30) calendar days all provided benefits shall be extended through the leave period. Should the leave extend beyond thirty (30) calendar days, all benefits shall be terminated on the first day of unpaid leave unless the employee pays the cost of the particular insurance when the company allows individual contribution. Should a leave originally requested to be less than thirty (30) days extend beyond thirty (30) calendar days, the employee shall be responsible for the cost of all fringe benefits provided through the first thirty (30) days.

Section 9 - Emergency Leave

Up to one (1) day may be used per year for emergency or catastrophe such as fire, flood, tornado, and accidents. Such leaves may be considered for extension by written application to the administration.

Section 10 - Attendance Incentive

Good attendance at work is beneficial to the employee, union, and school board. Therefore, compensation under the contract will provide an attendance incentive for regular run package hours. An employee will be entitled to a monthly, quarterly and yearly incentive if she/he meets the following standards.

Financial Incentive

1. On the last pay date of each subsequent month, an employee will be paid a financial incentive of 20¢ per hour for the prior month if she/he did not use a sick (other than for bereavement as provided for in Section 4., B.), personal, or unpaid leave (other than the union leave provided for in Section 7., F.) day that prior month.
2. On the last pay date of the month following each quarter identified below, an employee will be paid a financial incentive of 15¢ per hour for the prior quarter if she/he did not use more than one and one-half (1 1/2) sick (other than for bereavement as provided for in Section 4., B.), personal, and/or unpaid leave (other than the union leave provided for in Section 7., F.) days that prior quarter.

	Mechanics/ 230 day Special Ed Employees	Regular Ed Drivers
< 1st quarter	Sept - Nov	Sept - Nov (plus any workdays in August)
< 2nd quarter	Dec - Feb	Dec - Feb
< 3rd quarter	March - May	March-May (plus any workdays in June)
< 4th quarter	June - August	Not Applicable

3. On the last pay date of July, an employee will be paid a financial incentive of 20¢ per hour for the prior fiscal year if she/he did not use more than five (5) sick, personal, and/or unpaid leave (other than the union leave provided for in Section 7., F.) days during the prior fiscal year.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 1 - Definitions

A grievance is a claim by one or more employees of improper application or interpretation of the terms of this Agreement.

Section 2

The term employee includes any individual or group of individuals within the bargaining unit hereinbefore defined, and covered by this Agreement. The term days, when used in this Article, shall mean working days.

Section 3 - Purpose

The purpose of this grievance procedure shall be to settle equitably, at the lowest possible supervisory level, issues which may arise from time to time with respect to claims of improper application or interpretation of the terms of this Agreement. Both parties agree that grievance procedures shall be kept as informal and confidential as appropriate at all levels of the procedure.

Section 4 - Representation

Nothing herein contained shall be construed to prevent any individual bargaining unit employee from presenting a grievance and having the grievance adjusted without the intervention of the Union if the adjustment is not inconsistent with the terms of the Agreement and the Union has been given an opportunity to be present at such adjustment.

Section 5

Any bargaining unit employee may be represented beginning at any level of this procedure by a representative of the Union.

Section 6

Upon request of either party hereto or of the bargaining unit employee or employees involved in a grievance, the latter may be present at any level of the grievance procedure.

Section 7 - Procedure

The time limits provided in this Article shall be strictly observed. The number of days indicated at each level below should be considered as maximum and every effort should be made to expedite and process. The time limits may be extended by mutual agreement by the authorized representative of each party. An employee who believes he/she may have a grievance may discuss his/her concern informally with the supervisor; however, the grievance procedure does not begin until Level I procedures are begun.

Level One: An employee who believes he/she has a grievance shall present, or have a Union representative present, a written statement of the grievance to the appropriate immediate supervisor of the employee. The written statement must include 1) a description of the alleged contract violation; 2) a statement of the contract item involved; and 3) a statement of the relief or adjustment being sought. The Level One procedure must be started within 30 days of the incident giving rise to the alleged grievance. Upon receipt of such written statement the supervisor shall have two (2) days to meet with the grievant to attempt to resolve the grievance.

Level Two: If the grievance is not settled in the Level One procedures, the Union may submit the written grievance and any additional explanations to the Assistant Superintendent for Human Resources. The grievance must be submitted within ten (10) days of the completion of the Level One meeting. The Assistant Superintendent for Human Resources and the aggrieved employee and/or his representative shall meet within five (5) working days immediately following the receipt of the grievance and attempt to adjust the grievance. Within five (5) days after such meeting the administrator involved shall give an answer to the grievance in writing, two (2) copies of which shall be given to the Union. The answer shall set forth the relevant information used in arriving at a decision.

Level Three: In the event the grievance is not settled at Level Two, the Union may appeal the matter to the Superintendent or his designee within five (5) days of receipt of the Level Two response. The appeal shall be initiated by a notice in writing directed to the Superintendent. The appeal shall be heard at the earliest possible date and in all events within twenty (20) working days after the notice of appeal has been filed, the Superintendent shall give his/her answer to the grievance in writing.

Level Four: Within ten (10) working days of the receipt of the answer at Level Three, the Union may, by written notice to the Superintendent, request that the matter be submitted to arbitration. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator after notice is given, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which will likewise govern the arbitration hearing.

Section 8

The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Union. Subject to the right of the Board or the Union to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

Section 9 - Powers of the Arbitrator are subject to the following limitations:

- A. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- B. He shall have no power to establish salary scales or to change any salary.
- C. He shall have no power to change any practice, policy, or rule of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board

provided that all such actions of the Board are to be conditioned by the specific provisions of the Agreement.

- D. He shall have no power to interpret state or federal law.
- E. If either party disputes the arbitrability of any grievance under the terms of this Agreement on the basis of timeliness or application, the arbitrator shall be required to rule on the arbitrability question first. If the arbitrator determines the grievance is not arbitrable, but still renders an opinion on the merits of the case, then neither party shall be obligated by the arbitrator's decision on the merits of the case. Such opinion shall be considered advisory.
- F. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
- G. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than sixty (60) days prior to the date on which the grievance is filed.
- H. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he may have received from any source during the period of back pay.

Section 10

The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Union and 50% for the Board.

Section 11

Should any employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified, or voluntarily leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

Section 12

All preparation, filing, presentation, or consideration of grievances shall be held at mutually agreed times.

ARTICLE VIII WORKING CONDITIONS

A. Position Selection

- 1. On or about August 15 of each year the Administration shall determine the number and configurations of positions needed to most efficiently fulfill the transportation policies of the Board.

2. The Administration will design regular bus driver positions each composed of two (2) to eight (8) hours between the hours of 5:30 a.m. and 5:30 p.m.. Prior to the position selection meeting, the Administration will meet with up to three (3) representative(s) designated by the Union to review positions and allow the Union meaningful input with regard to individual positions.
 3. All positions will be posted, with the information necessary for drivers to acquaint themselves with the positions, five days prior to position selection.
 4. On or about August 20, all drivers will be able to attend a position selection meeting or submit written requests for positions.
 5. Except for the trainer/safety position referred to below in "7." and special education positions referred to below in "8", the Administration shall assign positions by seniority and by choice. Drivers who are not present or do not submit requests shall be assigned last. Drivers on extended leave at the time of position selection will not be allowed to select positions. If there are more positions than regular drivers, reserve drivers may be assigned positions according to date of hire.
 6. Within any position and at any time, the Administration may include field trips, additional runs, transfers, shuttles, substituting, fueling, bus cleaning, transfer guide duties and other related responsibilities on an on-going or short-term basis as long as such responsibilities fit within the designated hours associated with a position. If any responsibilities assigned extend beyond the regular hours associated with a position, the employee will be compensated at the regular hourly rate (prorated if necessary) for each increment of 15 minutes or longer.
 7. Within one driver position, responsibilities for training, safety, and new driver mentoring programs will be included. If more than one employee applicant meets minimum qualifications for the trainer position, management will assign the most qualified applicant. In determining the most qualified applicant the following is agreed to.
 - < Qualifications will be as specified in the position job description mutually developed by the Administration and Union.
 - < All applicants will have the opportunity to interview and complete any other aspects of the selection process
 - < Management will be the sole judge of which candidate is most qualified.
- If, following said interviews and any other aspects of the selection process, management determines that two (2) or more applicants are equally qualified the most senior applicant will be assigned.
8. Routes that exclusively are designed to transport special education students will be combined to form special education run packages where feasible as determined by the Administration after consultation with the Union.

Such packages will be posted pursuant to provisions of this Article, as applicable, but separate from all other packages. Except for 230 day special education run packages which will be posted in June, such special education packages will be selected at the August position selection meeting. Only drivers previously having satisfactorily completed the District's special education driver training program will be able to bid for special education driver and/or attendant packages.

B. Vacancies in Positions

1. After the position selection meeting is completed:
 - a) any vacancies created by creation of new runs shall be filled by seniority with eight (8) hours per day being the maximum allowed in any one position.
 - b) Any vacancies created by extended leave (pursuant to Article VI, Section 8.), disability, termination, death, or resignation shall be filled first by available drivers within their assigned position, second by drivers outside their assigned position and working less than eight (8) hours per day, and third by reserve drivers for up to eight (8) work days and, thereafter, shall be filled by seniority with eight (8) hours per day being the maximum allowed in any one position.
 - c) After the Administration determines a position to be vacant and to be filled, said position will be filled by a regular bus driver as quickly as reasonable (i.e. will not be covered on a long-term basis by a reserve driver).
2. Only drivers moving to a position of a greater number of hours pursuant to Article VIII, B. 1. a. shall be allowed to move. Drivers will not be allowed to move within positions of equal hours. If a driver turns down a package of greater hours, she/he shall be equally eligible for future vacancies as they may arise.
3. At the close of the school year all positions become vacant and the process of position selection is repeated annually.
4. Should vacancies exist beyond those which can be filled by available drivers, new employees shall be hired.

C. Changes in Runs

1. The Administration shall have the right to alter routes and other assignments within a position and across positions.
2. In the position selection process the Administration shall advise all drivers of positions which contain runs subject to cancellation or major alteration. Should such a situation occur the driver shall not have the right to a position of more hours. Otherwise, any driver reduced in hours because of the Administration determining to eliminate runs or other assignments or not fill a vacant position as referenced in "B., 1., c.", shall bump pursuant to "E."

3. If a driver is experiencing problems in a position which the administration believes may be alleviated by a change in position, the Administration may involuntarily transfer the driver to a vacancy, if available, having the same number of hours. Should no vacancy exist either by another driver volunteering to switch, or a vacant position, the least senior driver having the same number of hours could be involuntarily transferred to the position of the driver needing a transfer because of problems.

D. Reserve Drivers

Reserve driver bargaining unit positions may be designated without a specific number of daily slots. Such positions will include work opportunities between 5:30 a.m. and 5:30 p.m. when any of the following conditions exist.

1. Less than 60 minutes notice of the need for run coverage is received; (use of reserve drivers under this condition shall occur only for morning or afternoon runs whichever the less than 60 minute notification pertains to).
2. No other bargaining unit members are available without conflict in their regular assignments;
3. The work opportunity would result in more than forty (40) hours of work per week for an available driver.

Reserve drivers may be used between 5:30 p.m. and 5:30 a.m. only when other bargaining unit drivers are unavailable.

E. Bumping Down

1. When for any reason other than as provided in C-2, a driver is reduced in hours from the hours included in the position selected in the position selection process or the vacancy-filling process or returning from extended leave, the following procedure shall be followed: a) the driver affected shall bump into the position of the least senior driver who has more hours than the affected driver's position after the reduction (but not to exceed the number of hours the driver had originally); b) the driver bumped out shall have the same right to bump out the least senior person with more hours until the seniority hour relationship is re-established.

F. Miscellaneous Provisions

1. The Driver's Handbook shall be reviewed each year by the Administration with input from a committee of bus drivers appointed by Union Board and adherence to its provisions is a condition of employment. The contract shall be the prevailing factor if a difference exists between Handbook and contract.
2. Former Lapeer drivers - If a driver has previously been employed and driven for two (2) years or more continuously and had quit with proper notice of at least one (1) week, they may be rehired at years level of experience but with no credit on seniority list.

3. If the Board contends that an employee is not fulfilling her/his responsibilities because of health problems or if the Board believes that an individual bus driver may be unable to safely drive a bus because of physical or mental health problems, the Board may require the employee to have an examination by a doctor designated by the Board and at the Board's expense. If the doctor determines that the employee is unable to effectively fulfill the responsibilities of his/her assignment, the employee will be placed on medical leave until such time as the Board's doctor certifies the employee's fitness to resume his/her assignment. During this medical leave the employee will not receive any benefits except as paid by the employee or as provided by contract or achieve any seniority provided in this Agreement; however, this period will not be considered a break in service in respect to seniority.
4. Drivers have the responsibility to complete the Michigan School Bus Driver Safety Education Course. Drivers must attend the program as often as required by law.
5. Drivers shall be required to obtain a Michigan Commercial Driver's License at their own expense.
6. Drivers shall secure the necessary physical examination from a doctor designated by the Board. The cost of the required physical examination is to be borne by the Board.
7. All accidents to children while mounting, dismounting, or riding on the bus must be reported by the driver to the supervisor's office.
8. Drivers have the responsibility to leave buses assigned for special trips in the same condition as when it was assigned.
9. Drivers have the responsibility for the safety and welfare of the students while on the bus. When unsafe conditions exist, the driver shall stop the bus and notify the appropriate supervisor. If the conditions do not improve so that the bus can continue, the supervisor shall be notified.
10. Drivers shall be responsible for regularly assigned children. The bus driver is authorized to pick up and dispatch students assigned to bus only at the designated stops.
11. Drivers are not permitted to transport non-scheduled children on their regular runs unless directed by the Transportation Supervisor or building principal.
12. Each position shall include responsibility for pre-trip inspection and interior cleaning of the bus.
13. For each position, a position time shall be established by the Transportation Supervisor. Each time will include time for completing all responsibilities of the driver for the position. Position times shall be posted at the time of position

selection. The position time shall show beginning time, ending time, and total work time.

14. The Transportation Supervisor shall be responsible for maintaining appropriate time records for all employees based on the established position times and special trip times. The employee shall have the right to inspect his/her time records upon request at such time as is mutually convenient.
15. **Lunch and Break Provisions For Regular Assigned Positions:**
 - a. Mechanics and drivers working six (6) or more consecutive hours are entitled to a thirty (30) minute unpaid lunch period.
 - b. Mechanics working eight (8) consecutive hours are entitled to a morning and afternoon paid break not to exceed fifteen (15) minutes. Mechanics working six (6) but less than eight (8) consecutive hours, are entitled to one (1) paid break not to exceed fifteen (15) minutes.
16. Full-time mechanics will be assigned bus driving only when no bus driver is available by phone, radio, or personal contact.

ARTICLE IX SAFETY AND EQUIPMENT

Section 1

The Board agrees to make provisions for the safety and health of its employees during the hours of their employment and to comply with applicable governmental regulations, requirements, and standards.

Section 2

The provisions of this contract shall be applied to all employees covered by this Agreement without discrimination on account of sex, age, race, color, creed, national origin, religious or political affiliation, union membership or activity.

Section 3

The Board agrees to provide employees with safety items required by law, but not items of personal property such as safety shoes. The Board will not provide items of clothing or equipment which employees may wish for personal convenience.

One set of outdoor coveralls shall be provided to each mechanic.

Should the Board require some item of dress, equipment, or safety equipment be used or worn as a condition of employment the Board shall provide the item.

Section 4

The Board shall maintain adequate public liability and personal damage insurance to protect the employees at all times.

ARTICLE X
SENIORITY

Section 1 - Definition and Purpose

Except as otherwise provided herein this Agreement, seniority is the length of continuous service in any job in the bargaining unit. The purpose of seniority is to determine the right of an employee to any job within the bargaining unit except as may elsewhere be provided in this Agreement.

Section 2 - Retention of Past Seniority

All seniority acquired by any employee prior to the date of this Agreement shall be retained.

Section 3 - Seniority Lists

Seniority lists shall be prepared as soon as possible after the date of this contract, and such lists shall be revised every two (2) months thereafter with notification of employee changes as they occur. A copy of such lists shall be given to the Union and copies thereof shall be posted on the employees' bulletin boards. Each list shall include work division and seniority of each employee.

Each employee shall have the right to challenge the accuracy of the seniority reported for him/her in the first list posted for a period of thirty (30) days after posting. Each employee shall have a similar right to challenge the accuracy of each revised list for a period of ten (10) days after posting. If the accuracy of the list shall not be challenged within the time limit above, it shall be conclusively presumed that the lists are correct.

Section 4 - Loss of Seniority

Employees shall lose seniority when they:

- a) Voluntarily quit;
- b) Are discharged for just cause;
- c) Absent themselves from work without notice for three (3) consecutive working days;
- d) Fail to return from approved leaves of absence unless specifically provided for by this Agreement;
- e) Accept other employment during leaves of absence unless specifically provided for by this Agreement.

Section 5 - Seniority in Work Divisions

A. Work divisions shall be defined as mechanic, regular education driver, and special education employee.

Any employee removed from his/her position because of reduction in staff who is recalled shall have the right to return to his/her former position without the job being posted if it becomes available within six (6) months of return.

- B. No job shall be filled, except in case of emergency on a temporary basis, so long as any employee entitled to be recalled is laid off.
- C. Notice of recall shall be given to the employee entitled to be recalled at the last address of the employee recorded by the Board, by certified mail, return receipt requested. The employee shall report to work no later than ten (10) working days after mailing of notice.

ARTICLE XIII PROBATIONARY PERIODS

Section 1 - Length of Probation

- A. All employees begin the probationary period when assigned to a regular full or part time position. A casual relationship substitute or temporary employee (in a position not to exceed thirty (30) work days) shall not be considered to be in a probationary period, nor considered officially hired. A reserve driver shall not be considered to be in a probationary period.
- B. An employee is not officially hired unless he/she is to be assigned to a new or vacant position which shall be available thirty-one (31) work days or more.
- C. When an employee is officially hired and assigned a regular position or when a reserve driver is assigned to a regular position the employee shall be on probation for ninety (90) work days even if serving in more than one position. The employer may, at its option extend the probationary period for an additional fifteen (15) working days by notifying the employee and Union of extension before the end of his/her initial probationary period.

Reserve drivers who satisfactorily complete ninety (90) work days or two (2) calendar years from date of hire, whichever comes first, shall be credited with all days worked thereafter, to a maximum of forty-five (45), toward the ninety (90) day probationary period if the employee assumes a regular position.

The Union shall represent the reserve driver or probationary employee starting the thirty-first (31) work day in respect to rates of pay, wages, hours of employment and other conditions of employment. The employer shall be the sole judge of the qualifications of probationary employees for continued employment.

- D. During the probationary period or while serving as a reserve driver, the employee is subject to discharge for unsatisfactory work as determined exclusively by the Board subject to provisions of Article XIII, Section 3. if applicable.
- E. Should an employee be working as a substitute or temporary employee in a single position for at least thirty (30) work days and then be hired officially and be assigned that same position the original thirty (30) work days shall be applied to the probationary period.

Similarly, should a reserve driver be working in a single regular position for at least thirty (30) work days and be assigned that same regular position the original thirty (30) work days shall be applied to the probationary period.

Section 2 - Probation in Work Divisions

Employees shall serve only one (1) probationary period, during which time they are subject to discharge, while maintaining continuous employment even if they switch work divisions.

Section 3 - Discharge While on Probation or of Reserve Drivers

The discharge of probationary employees shall not be subject to the grievance procedure. Discharge of reserve drivers who have completed either of the conditions cited in Article XIII, Section 1. C. (paragraph 2) shall be subject to the grievance procedure only to Level III (Superintendent level). Discharge of reserve drivers who have not completed either of the conditions cited in Article XIII, Section 1. C. (paragraph 2) shall not be subject to the grievance procedure.

**ARTICLE XIV
EXTRA WORK AND OVERTIME**

Section 1

If in accord with the additional provisions of this Article, extra bargaining unit hours will be provided to bargaining unit employees rather than non-bargaining unit employees if bargaining unit employees are available without conflict with regular assignments.

Section 2

All bargaining unit bus drivers excluding reserve drivers shall be equally eligible for field trips which begin or occur after 5:30 p.m. and before 5:30 a.m. Monday through Friday and anytime on Saturdays, Sundays, or holidays unless the field trip interferes with their regular position assignment(s) and subject to other provisions contained herein. Such field trips shall be equalized among all bargaining unit drivers except reserve drivers.

Section 3

The Administration may assign substituting on bus runs to reserve drivers pursuant to conditions specified in Article VIII, D. and to regular drivers pursuant to Article VIII, A., 6. Such substituting shall be without regard to seniority or equalization. On runs for which less than 60 minutes notice of the need for run coverage is received, if the Administration offers substituting on runs to regular drivers outside their regular assigned worktime it shall be without regard to seniority or equalization.

Section 4

If a bargaining unit member is called to substitute outside her/his regular assigned worktime and for whatever reason is not needed, the member shall be paid his/her regular rate for one (1) hour.

Section 5

The Administration may assign reserve drivers to field trips on an as needed basis if a field trip interferes with another bargaining unit member's regular assignment.

Section 6 - Special Bus Driver Provisions

Unless offered to reserve drivers pursuant to Article VIII, D., extra work opportunities which are available or begin between 5:30 a.m. and 5:30 p.m. on Monday through Friday will be offered to regular drivers within their assigned positions, second by drivers outside their assigned positions and working less than 8 hours per day, and third by reserve drivers where necessary.

A driver is removed from the extra work seniority-rotation list when he/she has reached forty (40) hours of work during the Monday through Friday, 5:30 a.m. - 5:30 p.m. work week. The Administration specifically reserves the right to use non-bargaining unit employees when no bargaining unit driver is available as defined herein.

Section 7 - Extra Work Equalization

Extra work opportunities which begin or occur after 5:30 p.m. and before 5:30 a.m. on Monday through Friday and anytime on Saturdays, Sundays, or holidays shall be equalized among all bargaining unit drivers excluding reserve drivers.

Section 8 - Equalization of Field Trips

- A. When a bargaining unit employee other than a reserve driver refuses extra work between 5:30 p.m. and 5:30 a.m. or accepts it and fails to report, the employee is to be charged with the hours. Drivers will not be charged when refusing a field trip with less than 24 hour notice.
- B. Equalization of hours shall be on a continuing basis and equalized weekly. In selecting employees for extra work, low-hour employees shall be asked first, etc., until the required number of employees needed for the extra work has been selected. For extra work purposes, it is the responsibility of each employee to furnish his/her immediate supervisor with a correct telephone number. If the employee does not do this, the Board's obligation is fulfilled and shall not be a factor in a grievance.
- C. Equalization chart shall be maintained and posted on a monthly basis.
- D. Employees on approved sick leave, or approved unpaid medical leave shall not be offered or charged hours in the equalization process if such leave is less than twenty-nine (29) consecutive calendar days.

- E. All employees on leave of any nature who have been unavailable for work for thirty (30) or more calendar days shall be placed on average overtime at the time of reinstatement to the overtime equalization list.
- F. All employees on leave of less than twenty-nine (29) days other than medical leave shall be charged the hours for which they were unavailable or refused.
- G. Employees who do not work their regular assignment because of illness shall not be allowed to work overtime on that day.

Section 9

In excess of forty (40) hours worked per week shall be paid at one and one-half (1 1/2) the regular rate.

Section 10

The work week shall be 12:01 a.m. Monday through 12:00 midnight Sunday for payroll purposes.

Section 11

At the beginning of each school year, all drivers will be able to sign up for substituting in 230 day special education driver and/or attendant positions. Only those drivers doing so will be eligible to regularly substitute on a seniority-rotation basis in special education positions during times when the regular K-12 program is not in session (e.g. summer recess, winter recess, and spring recess), provided they have proper training. A bus attendant working in a 230 day attendant position only will be asked to substitute drive in a 230 day position after all other drivers on the 230 day position substitute list have refused said extra work opportunity.

Extra work attendant opportunities during said times will be offered on a seniority-rotation basis to all drivers who have signed up for substituting in 230 day attendant positions, provided they have proper training.

ARTICLE XV
RETIREMENT

Unless state or federal laws effective during the course of this contract are contrary, all employees are eligible to work until voluntary retirement provided that after age sixty-five (65) a bus driver must have a physical by a Board approved doctor certifying the driver's fitness to perform the assigned work. The physical will be at the Board's expense.

ARTICLE XVI
DISCIPLINE OF EMPLOYEES

Section 1

Employees may be disciplined, suspended, and discharged only for just cause. The employer shall utilize corrective, progressive, discipline in such cases and shall initiate action within thirty (30) days of becoming aware of an employee's conduct giving rise to such action.

Section 2

Reprimand and warning notices issued will remain in effect for a period of eighteen (18) months unless the employee has received more than one (1) report within the period. In the latter case, all such reports shall remain in effect for a period of twenty-four (24) months from the date of issue of the last report. At the end of any twenty-four (24) month period during which the employee has had a record clear of any other reports, all reports shall be removed from the employee's personnel record and returned to the employee at his/her request.

All discipline for conduct described in Section 380.1230b of Michigan Compiled Laws (unprofessional conduct) shall be exempt from language of this agreement.

Section 3

All written documents related to a disciplinary suspension shall be retained by employer. Should the disciplinary action be reversed through the grievance process, the related records shall be handled in accordance with Article XVI, Section 2.

Section 4

In all cases involving disciplinary action or discharge, union representation shall be made available prior to such action, except in cases involving probationary employees.

ARTICLE XVII
EFFECT OF LEGISLATION

If any law now existing or hereinafter enacted or any proclamation, regulation, or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and either party hereto upon notice to the other party may reopen for negotiations the invalidated portion. If agreement herein cannot be reached within thirty (30) days, either party may submit the matter to mediation.

ARTICLE XVIII
BARGAINING UNIT WORK

Section 1

Non-bargaining unit employees shall not be used to perform work on any job covered by this Agreement when the effect is to displace or reduce in regularly scheduled hours the regular employees in the bargaining unit.

Section 2

The Board shall not use non-unit employees to displace or reduce regular scheduled hours of unit employees. Non-bargaining unit or supervisory employees will not be used to avoid overtime work.

Section 3

The Board expressly reserves the following categories of work to be non-bargaining unit work:

- a) Emergencies when unit employees are not immediately available, and
- b) Instruction training of employees

Section 4

No provision of this Agreement shall restrict or prohibit the Board's right to permit teachers, parents, or other authorized individuals to transport students in private vehicles to school activities if it does not result in the loss of a regular employee's regularly scheduled hours. If the vehicles are school owned, not buses, the number of students who can be transported shall be limited to no more than fifteen (15) students.

ARTICLE XIX
STRIKES AND SANCTIONS

Section 1

Neither the Union nor any persons acting in its behalf will cause, authorize, or support, nor will any of its employees take part in, any strike or stoppage of work as defined by Section 1 of the Michigan Public Acts #336 of 1947 as amended for any purpose whatsoever in any matters which either are covered by the grievance procedure which the Union recognizes as the sole remedy for adjudication of grievance or are items of the contract.

Section 2

The Union will not support the action of any employee taken in violation of Section 1 nor will it directly or indirectly take reprisals of any kind against any employee who continues or attempts to continue the proper performance of his duties or who refuses to participate in any of the activities prohibited by Section 1.

Section 3

Violation of Section 1 by any employee or group of employees will constitute just cause for discipline up to and including discharge.

Section 4

The Board, in the event of violation of Sections 1 and 2 will have the right, in addition to the foregoing, and any other remedies available at law, to seek injunctive relief and damages against the Union.

ARTICLE XX
COMPENSATION, BENEFITS AND WORK DAYS

Section 1 - Wage Scales

Effective July 1, 1999, the following bus driver wage rates shall apply as indicated through June 30, 2002.

<u>1999-2000</u>	
Bus Driver Pay Per Hour	
<u>Years Experience</u>	
0	\$ 8.84
1	\$ 9.36
2	\$ 9.88
3	\$10.40
4	\$11.44
5	\$12.48

Reserve Driver rate shall be 0 years experience rate.

<u>2000-2001</u>	
Bus Driver Pay Per Hour	
<u>Years Experience</u>	
0	\$ 9.02
1	\$ 9.55
2	\$10.08
3	\$10.61
4	\$11.67
5	\$12.73

<u>2001-2002</u>	
Bus Driver Pay Per Hour	
<u>Years Experience</u>	
0	\$ 9.20
1	\$ 9.74
2	\$10.28
3	\$10.82
4	\$11.90
5	\$12.98

1999-2000**Mechanic Pay Per Hour****Years Experience**

0	\$13.72
1	\$14.10
2	\$14.36
3	\$14.67
4	\$14.85
5	\$15.25

2000-2001**Mechanic Pay Per Hour****Years Experience**

0	\$13.99
1	\$14.38
2	\$14.65
3	\$14.96
4	\$15.15
5	\$15.55

2000-2001**Mechanic Pay Per Hour****Years Experience**

0	\$14.27
1	\$14.67
2	\$14.94
3	\$15.26
4	\$15.45
5	\$15.87

SPECIAL RATES AND PAYMENT RULES

Single Day Field Trips: On any field trip of ninety (90) minutes or less, pay shall be at the regular hourly rate regardless of the amount of lay-over time. On any field trip of more than ninety (90) minutes where lay-over time is less than one (1) hour, pay shall be at the regular hourly rate. On any field trip of more than ninety (90) minutes where lay-over time is one (1) hour or more, driving time shall be paid at the regular hourly rate with a minimum of ninety (90) minutes being paid as driving time and lay-over time being paid at the hourly rate of \$7.00.

Overnight Field Trips: Bus drivers shall be paid sixty-five dollars (\$65.00) per day for driving and layover time associated with overnight trips. Lodging associated with overnight trips will be provided as approved by the District. Meal allowance for drivers will be provided as stipulated under "meal allowance" as follows.

Bus Attendants: Paid at the beginning bus driver rate, regardless of years of experience, for special education run functions.

Summer Bus Cleaning: Paid at \$9.50 per hour.

Attendance at Training Sessions: For term of contract \$6.00 per hour if outside regular position time period.

Meal Allowances: A driver shall receive \$4.00 for meal allowance on any field trip of more than six (6) hours but less than nine (9) hours. For a trip longer than nine (9) hours the driver shall receive an additional \$3.00 for meal allowance.

For regularly scheduled vacation day pay the employee will be paid their regular classification rate regardless of any substitute assignment prior to or following the vacation day.

- A. Head Mechanic: Additional sixty cents (60¢) per hour to be added to appropriate mechanic's wage. There shall be no head mechanic if there is a mechanic's supervisor.
- B. Years of experience shall be based on years of regular work in the mechanic division or in the regular education driver/special education employee divisions. Experience level movement on the wage scale shall occur on each employee's seniority date unless delayed pursuant to Article VI., Section 8., A. or B.
- C. Should a regular shift for mechanics be instituted which has as its regular starting time 1:00 p.m. or later, a shift differential of fifteen cents (15 cents) per hour shall be paid.
- D. Should any mechanic be called for overtime, except as extension of the regular work hours, the employee shall be paid for a minimum of two (2) hours.
- E. Ten (10) month employees may elect to have their regular pay computed so that their wages will be distributed over twenty-six (26) pays, with the first pay being the first regular pay after employees return to work after summer vacation. Any employee electing this option must notify the Board of Education at least ten (10) days prior to the first pay of the school year.

Section 2 - Work Days and Holidays

A. Mechanics

- 1) Mechanics shall be classified as twelve (12) month employees and shall be expected to work each day the Central Administration Offices are open Monday through Friday. The Central Office shall be considered to be open when the office is open to public business regardless of the extent or nature of staff actually working in that building or in any other District building.
- 2) On days when the Central Administration Offices are officially closed to public business on normal work days, by the superintendent or his designee because of weather or emergency conditions the mechanics shall not be required to work, but shall receive their normal wages. If called to work it shall be paid at one and one-half (1½) times the regular rate.

- 3) Mechanics shall be expected to report as usual on days when the Central Administration Offices are open but school is canceled for students.
- 4) Mechanics shall not be required to work on the holidays listed below, but shall receive their regular wage if the holiday falls on a Monday through Friday. If the holiday falls on a Saturday or Sunday the mechanics shall be given the Monday after or Friday before off with pay:

July 4	Day before New Years Day
Labor Day	New Years Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Day before Christmas	Christmas Day

5) Vacations:

- a) Mechanics shall be entitled to vacation periods as designated below:

After 1 year	10 days
After 7 years	15 days
After 14 years	20 days
After 16 years	22 days

- b) All vacations during June, July, and August which are to be for two (2) or more consecutive work days must be scheduled by June 1.
- c) The Administration shall have the right to deny vacation use at any time during the year when to allow vacation would result in the work force being undermanned. If the vacation is scheduled and approved at least thirty (30) work days in advance it cannot be canceled.
- d) Conflicts in vacation schedules shall be settled by seniority, but not to conflict with Item c.
- e) In addition to the holidays listed above mechanics shall be allowed two additional holidays per year. These two holidays will be mutually determined in September between the majority of the mechanics and Transportation Supervisor. The holidays must be scheduled on days when students are not scheduled for classes.

B. Bus Drivers

- 1) Bus Driver Workdays - Bus Drivers are scheduled to work and be paid for all regularly scheduled student attendance days subject to the following:
 - a) When regularly scheduled student attendance days are cancelled by the District due to weather or other emergency and such days are not required to be made up, such days shall be paid non-workdays for employees

- (employees who already had reported to work prior to the cancellation shall be allowed to depart as soon as possible).
- b) When regularly scheduled student attendance days are cancelled by the District due to weather or other emergency and such days are required to be made up in order to qualify for State aid or otherwise meet legal or contracted obligations such days shall be non-paid non-workdays for employees except, in the event that an employee was required to work, such employee shall be paid for the amount of time worked (said time to be a minimum of two (2) hours. Employees shall be scheduled to work and shall be paid for the days later designated by the official school calendar determined solely by the Board as make-up days.
 - c) When regular school is canceled or dismissed early for part of the students, the employees whose regular work is canceled shall not receive their regular wage for canceled work except as provided for in paragraph "a)" above or for an employee that has only a portion of his/her regular work canceled, in which case the employee shall be paid his/her regular wage for all regularly scheduled work provided that the employee is subject by inverse seniority to reassignment to work not to exceed canceled work and in the approximate time period of the canceled work.
 - d) Whenever the administration delays the start of classes at some or all buildings, employees' work schedules will be delayed correspondingly.
- 2) All employees shall attend meetings during their regular work assignment and for up to twenty-four (24) additional hours per year outside of their regular work assignment. Such meeting attendance is to be paid at the employee's regular rate. This will include the meeting day prior to starting of school in August.
 - 3) All regular bus drivers who have completed the probationary period shall be paid their regular wage for the following days, provided that the employee is at work or is on paid leave for the one (1) work day preceding and the one (1) work day following the day or days listed below:

Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Monday during spring recess, Memorial Day.

Section 3 - Employee Benefits

It is the responsibility of each employee to apply for said insurance coverage. No employee shall be eligible for insurance coverage until the beginning of the month following thirty (30) days of work in a regular assignment and until enrolled in the policy. No employee will actually be covered by said insurance coverage until expiration of the waiting period, if any, and until the effective date of the coverage which shall be determined by the carrier. The district is not responsible for benefits available under said insurance coverage for any period when the employee is not covered by the carrier.

Changes in family status shall be reported by the employee within 30 days of such a change. The employee shall be responsible for any overpayment of premiums made by the board

on his/her behalf and/or expenses incurred by the employer for failure to comply with this provision.

A. **Group of Employees for Insurance Benefits** shall be as follows:

- I Mechanics, bus drivers, and bus attendants scheduled for five and one-half (5 1/2) or more regular hours per day
- II. Mechanics, bus drivers, and bus attendants scheduled for four (4) or more regular hours per day but less than five and one-half (5 1/2) hours

B. **Long Term Disability:** All employees in Groups I and II shall be provided long term disability insurance, by a carrier determined by the Board, providing two-thirds (2/3) coverage of wages up to a maximum of three thousand dollars (\$3,000.00) per month.

Long Term Disability Insurance: Will include the following provisions:

66 2/3% of salary after ninety (90) calendar days qualifying period

\$3,000.00 monthly maximum

24 hour coverage, immediate employee eligibility

Pre-existing conditions, limitation waived

Social Security freeze with family offset

50% maximum offset to benefit of wages

Six (6) months before new waiting period is required

Premium paid during waiting period for L.T.D. and premium waiver for persons qualifying for L.T.D.

L.T.D. after ninety (90) days

Mental, nervous, drug and alcohol

These conditions covered without limitations for two (2) years with the requirement of confinement for fourteen (14) consecutive days in each ninety (90) day period thereafter.

C. **Medical Insurance**

1) Group I employees: The Board shall provide hospitalization/medical coverage comparable to the MEBS - 3 Star benefit level with the carrier determined by the Board from among the following:

1. MASB - SET
2. MEBS
3. MESSA

The Board-paid premium contributions for each of three (3) hospitalization/medical coverage plans (single subscriber, two-person, and full family) for each contract year shall be capped at an amount not to exceed six percent (6%) more than the prior year premium allotment. Each employee receiving medial insurance coverage shall be responsible for paying premium amounts in excess of the aforementioned six percent (6%) increase.

desiring to reopen the Agreement on or before April 15, 2002, and negotiations shall commence as soon thereafter as feasible.

Section 3

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties and no departure from any provisions of this Agreement by either party, or by their officers, agent, or representatives, or by members of the bargaining unit shall be construed to constitute a continuing waiver of the right to enforce such provision.

Section 4

The Board shall pay the cost of printing the Agreement. One copy shall be provided each employee. A maximum of ten (10) copies shall be provided to the Union Office.

**SERVICE EMPLOYEES INTERNATIONAL
UNION, Local 591
AFL-CIO**

**BOARD OF EDUCATION
OF THE LAPEER COMMUNITY
SCHOOL SYSTEM**

By _____
Michael J. Griffin
President, Local 591

By _____
Arthur R. Sieting, President

By _____
Bea Hartman
Unit Chairperson

By _____
Patricia Lamoreaux, Secretary

**APPENDIX A
JOB DESCRIPTIONS**

LAPEER COMMUNITY SCHOOLS

- I. JOB TITLE:** School Bus Mechanic
- II. REPORTS TO:** Under the direct supervision of the Head Mechanic with respect to the day-to-day operation of the garage and in his absence the Director of Transportation.

III. GENERAL DESCRIPTION OF POSITION:

This classification is responsible for the day-to-day maintenance and repair of the district's transportation fleet in a safe operating condition with respect to local, county, and state requirements.

IV. GENERAL RESPONSIBILITIES:

- A. Must be able to be the "lead mechanic" when he is the senior mechanic on duty, in the "head mechanic's" absence
- B. Must be responsible for protecting school system property and securing all buildings and yards under transportation control
- C. Must attend all required schools and meetings as deemed necessary by the transportation supervisor
- D. Must have a valid Michigan Commercial Driver License and be capable of driving a school bus with students in emergencies
- E. Performs other tasks as directed by immediate supervisor

V. SPECIFIC RESPONSIBILITIES:

- A. Make repairs utilizing gas and electric welding
- B. Repair and maintenance of diesel and gasoline engines
- C. Repair and maintenance of electrical systems
- D. Repair and maintenance of suspension and handling systems
- E. Repair and maintenance of transmissions and drive trains
- F. Repair and maintenance of interiors

LAPEER COMMUNITY SCHOOLS

- I. JOB TITLE:** Head Mechanic
- II. REPORTS TO:** Under direct supervision of the Director of Transportation

III. GENERAL DESCRIPTION OF POSITION:

This classification is responsible for the bus maintenance of the district bus fleet, grounds equipment vehicles, and other school vehicles, to schedule all work and duties of district mechanics that are assigned to transportation, and use his capacities to the school's best interest.

IV. GENERAL RESPONSIBILITIES:

- A. Maintain good relationship and responsible attitude with drivers
- B. Be able to train and instruct all mechanics in all phases and systems of mechanical work and evaluate their performance for accepted standards in each area of responsibility
- C. Be proficient in motor work, brake work, electrical systems, wheels, and body and chassis work
- D. Be able to initiate and maintain a recordkeeping system so that a detailed analysis of each bus and cost of maintenance is readily available
- E. Be able to diagnose mechanical problems on and off the road, so as to keep all units operating and functioning at maximum efficiency and safety and at a minimum cost

V. SPECIFIC RESPONSIBILITIES:

- A. Order parts and supplies with the assistance of the Director of Transportation. Keep sufficient inventory to keep work flow moving.
- B. Maintain good housekeeping in garage and outside in the bus yard.
- C. Conduct systematic inspections of all systems.
- D. Road test school buses and school vehicles after repairs.
- E. Maintain records of repairs on all school vehicles.
- F. Work in conjunction with State Police to facilitate the annual school bus inspection.
- G. Prepare payroll for mechanics.
- H. Work with the Director of Transportation in school bus specifications on purchasing of new vehicles.
- I. Attend training workshops on preventive and safety maintenance on school bus chassis.
- J. Any other duties or responsibilities assigned relative to the functions of an effective and efficient transportation program.
- K. Be knowledgeable about diesel repair and maintenance.

LAPEER COMMUNITY SCHOOLS

- I. JOB TITLE:** School Bus Driver
- II. REPORTS TO:** Under direct supervision of the Director of Transportation

III. GENERAL DESCRIPTION OF POSITION:

This classification is responsible for the safe operation and control of district school buses in the transportation of students to and from school, to and from athletic contests, to and from field trips, and all other school sponsored activities.

IV. GENERAL RESPONSIBILITIES:

- A. Use established routes and designated bus stops
- B. Operate bus on approved time schedule
- C. Instruct riders regarding being responsible passengers
- D. Drive defensively under varying traffic conditions and inclement weather
- E. Drive with safety of students as first priority
- F. Establish favorable working relationships with other drivers, maintenance personnel, teachers, students, principals, and total school staff
- G. Exhibit positive image as loyal representative of school district
- H. Operate all vehicle types used in transporting pupils in school district
- I. Identify with geographic service area of school district
- J. Demonstrate knowledge of state laws and local ordinances
- K. Be alert and exercise good judgment concerning emergencies, disabled vehicles, and irregular special requests by parents and riders
- L. Must have valid Michigan Commercial Driver License

V. SPECIFIC RESPONSIBILITIES:

- A. Conduct pre-trip inspection of school bus prior to every trip
- B. Report bus accidents and pupil injuries to transportation supervisor and authorities
- C. Conduct emergency evacuation drills in keeping with school policies
- D. Report personal absences in time for supervisor to secure substitute driver
- E. Perform bus housekeeping duties inside and out of assigned bus
- F. Fill fuel tank
- G. Report all bus defects in writing to the head mechanic or transportation supervisor
- H. Demonstrate knowledge of rules and regulations promulgated by local, state, and federal authorities
- I. Deal with exuberant behavioral characteristics of youthful riders.

LAPEER COMMUNITY SCHOOLS

I. JOB TITLE: Extra Duty-Training/Safety Program Facilitator

II. REPORTS TO: Director of Transportation or his/her designee

III. GENERAL DESCRIPTION OF POSITION:

This position is responsible for training new bus driver candidates in all areas of driving skills, State and Federal laws and rules, District policy, guidelines, and established procedures. Also, the position is responsible for researching, collecting, organizing, and presenting various safety related information to individuals or groups.

IV. QUALIFICATIONS:

- A. Currently holds a Michigan Commercial Drivers License, an up-to-date physical, and a valid certificate of continuing education.
- B. Has attended classes based on "The Train the Trainer Program."
- C. Has taken and passed the C.D.L. road test.
- D. Five (5) years experience (minimum) as a school bus driver.
- E. Has taken and passed a drug and alcohol test in the preceding twelve (12) months.
- F. Exhibits a positive image as a loyal representative of the school district.
- G. Good attendance record.
- H. Maintains all mandatory documents and licenses to satisfy D.O.E. and D.O.T. regulations.
- I. Is a good listener and a good speaker.

V. ESSENTIAL JOB FUNCTIONS:

- A. Instructs candidates in all responsibilities of a school bus driver.
- B. Maintains all documents pertaining to training.
- C. Establishes and maintains favorable working relationships with all drivers.
- D. Operates and trains on all vehicles used in transporting students in the District.
- E. Possesses good research and organizational skills.
- F. Presents inservices on various safety subjects.
- G. In-services staff on bus evacuation procedures and monitors evacuation drills.
- H. Assists management in evaluating routing and safety-related situations.

VI. AUXILIARY JOB FUNCTIONS:

Performs other related duties as assigned by the Director or his/her designee.

LAPEER COMMUNITY SCHOOLS

- I. Job Title: Special Education Bus Attendant**
- II. Reports to: Under the direct supervision of the Director of Transportation**

III. General Description of Position:

This position is responsible for assisting the bus driver with supervision and attention to transportation needs of special education students.

IV. Qualifications:

- A. High school diploma or GED;
- B. Has successfully completed the District bus attendance training program;
- C. Exhibits a positive image as a loyal representative of the school district;
- D. Good attendance record;
- E. Is a good listener and a good speaker;
- F. Must be able to meet with parents and the public in a manner which will instill confidence;
- G. Skills in student management and child care;
- H. Experience as a school bus driver, preferred;

V. Essential Job Functions:

- A. Assist the bus driver with non-driving duties that the attendant has been trained for including, but not limited to, assist with boarding and deboarding students and the securing of restraint systems.
- B. Lift and position children on the bus.
- C. Supervise students who are being transported from home to school and from school to home.
- D. Report symptoms of illness to the teacher and parent/guardian.
- E. Report incidence of inappropriate behavior to the school principal and parent/guardian.
- F. Working in coordination with the bus driver, assist in pre-trip and post-trip bus inspections.

IV. Auxiliary Job Functions:

Perform other related duties as assigned by the Director of Transportation or his/her designee.

**APPENDIX B
LETTER OF AGREEMENT
JOINT LABOR MANAGEMENT (JLM)**

The parties agree that Joint Labor-Management Committee should be formed and should continue to operate during the term of this contract. The Committee would consist of three (3) employees appointed by the Union and three (3) persons appointed by the Board. A quorum for a meeting of the Committee would be six (6) people. The Union appointments would consist of a Union officer, a mechanic, and a bus driver. The Committee may meet on a monthly basis as mutually agreeable. Either the Board or Union may send alternate, substitute representatives. Either party at its discretion, may request additional meetings beyond the regularly scheduled meetings. Such meeting attendance is unpaid unless it is during the employee's scheduled work time.

For the Board

For the Union

Date

Date

APPENDIX C

LETTER OF AGREEMENT
RE: BUS TRANSFER GUIDES

WHEREAS, bus transfer guides are needed at Zemmer Junior High School, and

WHEREAS, bus drivers are qualified to work as such guides, and

WHEREAS, the parties are supportive of making such work available to bus drivers.

THEREFORE, the parties indicated below hereby agree to the following:

1. Work as bus transfer guides shall be considered exclusive bargaining unit work of SEIU - Transportation Local #591 employees unless such employees are unwilling or unavailable to perform such work; in such a situation, non-bargaining unit employees will be utilized.
2. Bus transfer guide positions of one hour in the morning and one hour in the afternoon shall be determined by management and shall be compensated at the employee's prevailing hourly rate. One leave hour per month shall be granted for a one-hour guide position and two (2) leave hours per month shall be granted for a two-hour guide position. Leave may be used for sickness or personal business consistent with prevailing Master Agreement language pertaining to such leave. Leave credited for regular runs may not be used for guide time leave; leave credited for guide time may not be used for regular run leave.
3. Such assignments may be included, when feasible, within regular position assignments. If not so included, stand-alone transfer guide positions shall not be considered for fringe benefit eligibility.

For the Board

For the Union

Date

Date

APPENDIX D

**LETTER OF AGREEMENT
RE: POSITION CONFIGURATION**

For the 1997-98 school year and in future contract years in which the District operates a three tier transportation system, the parties indicated below hereby agree that due to the unique circumstances related to shifting from a run-based operational system to an hourly-based operational system, bus driver positions generally will be configured as follows:

- | | |
|----------------------------------|--|
| 7-8 hour positions | approximately 1/3 of the regular positions |
| 5 1/2 - 6 3/4 hour positions | approximately 1/3 of the regular positions |
| 2 - 5 1/4 hour or less positions | approximately 1/3 of the regular positions |

Assignment will be made in one-quarter (1/4) hour increments.

It is understood and agreed that this letter shall not be considered precedent setting.

For the Board

For the Union

Date

Date

**LETTER OF AGREEMENT
RE: SUBSTITUTE DRIVERS**

WHEREAS, the District is experiencing significant difficulty in securing substitute bus drivers, and

WHEREAS, retired drivers are more likely to agree to work as substitute bus drivers if the disparity in pay between their pre-retirement rate and the post-retirement substitute bus driver rate is reduced, and

WHEREAS, reimbursement for the State road test fee may facilitate recruitment and retention of new drivers.

THEREFORE, it is hereby agreed that bus drivers who have retired from Lapeer Community Schools will be paid as follows to serve as casual substitute drivers for the District:

<u>Years as Driver with LCS (including years with LCISD)</u>	<u>Substitute Pay Rate</u>
1 - 5	Step 1
6-10	Step 2
11-15	Step 3
16-20	Step 4
21-25+	Step 5

It is further agreed that, after 6 months of driving for the District, drivers new to the District will be reimbursed for the state road test required to get the initial CDL.

FINALLY, it is agreed that this Letter will take effect with and be included in the 1999-2002 Master Agreement.

For the Board

For the Union

Date

Date

