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6/30/2005

AGREEMENT

BETWEEN THE

LIVINGSTON EDUCATIONAL SERVICE AGENCY
BOARD OF EDUCATION

AND THE

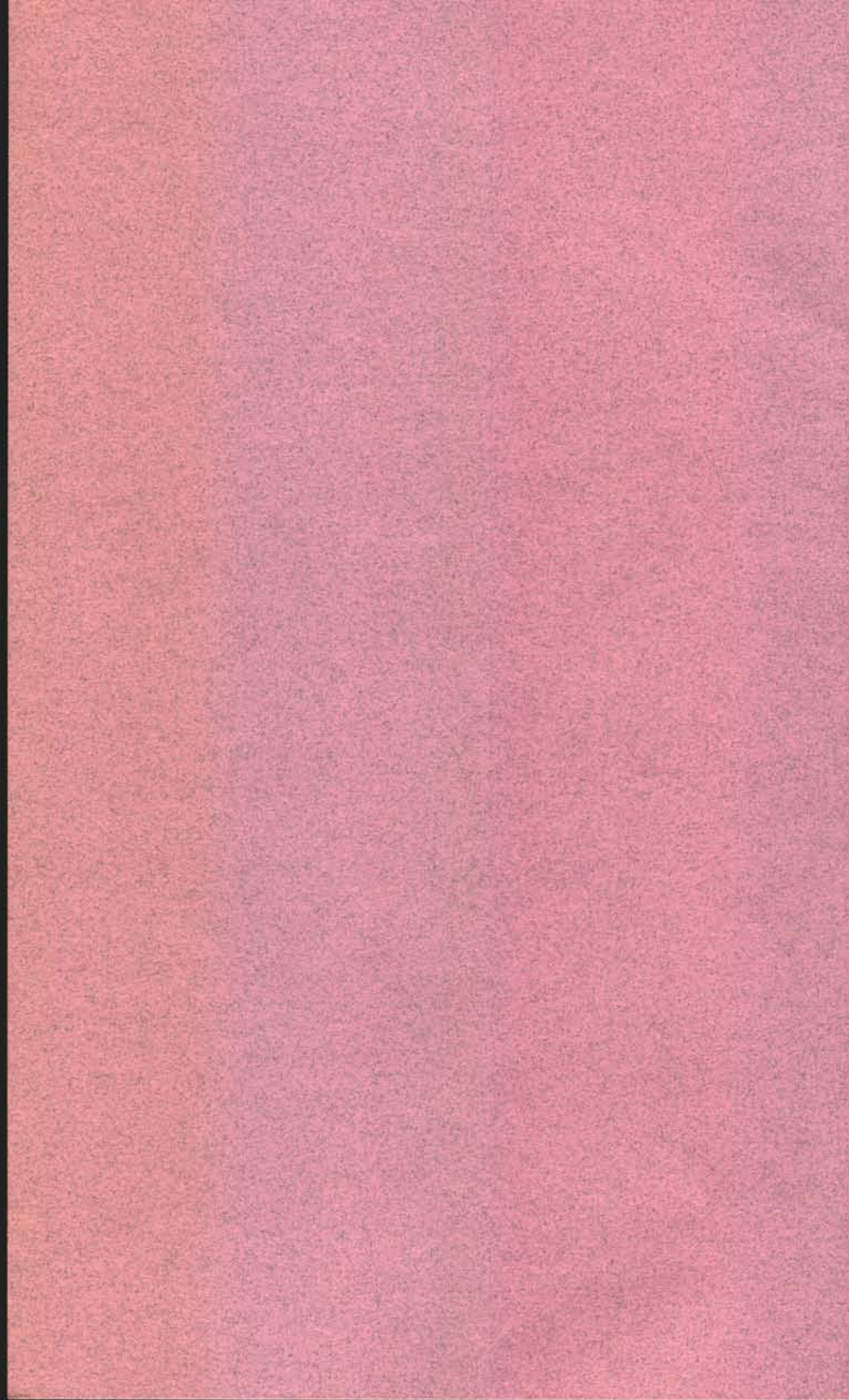
LIVINGSTON EDUCATIONAL SERVICE AGENCY
BUS DRIVERS AND BUS ASSISTANTS

1999 - 2005

Livingston Educational Service Agency
1425 West Grand River Avenue
Howell, Michigan 48843

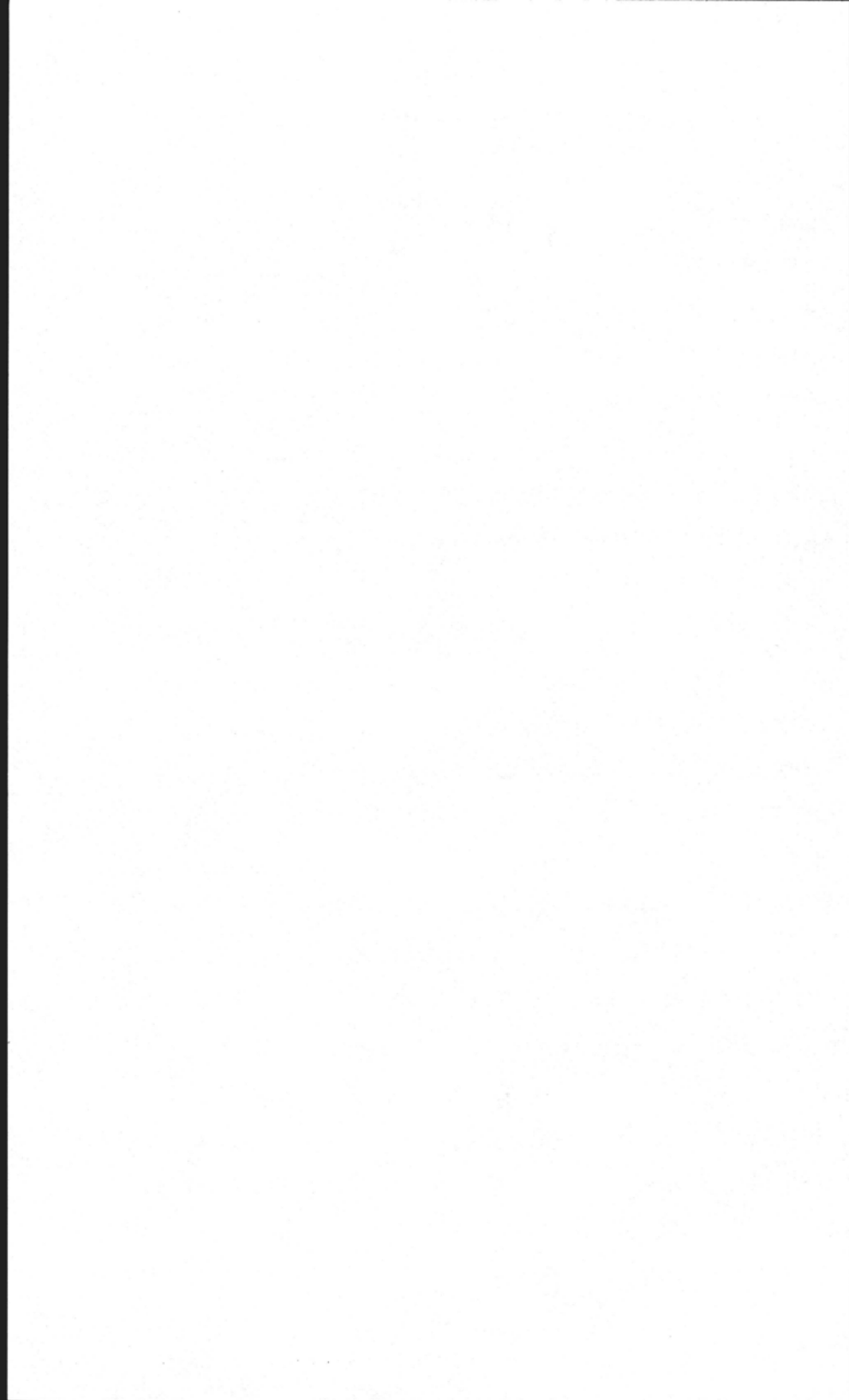
Livingston Educational Service Agency

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY



September, 1999
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PREAMBLE

The Livingston Educational Service Agency (Michigan) Board of Education and the Livingston Educational Service Agency Bus Drivers and Bus Assistants Chapter of Local 2652, affiliated with Council 25, AFSCME, AFL-CIO, agree as follows:

ARTICLE 1 DEFINITIONS

- A. Board. The term, Board, denotes the Livingston Educational Service Agency Board of Education.
- B. Day. The term, Day, denotes a working day unless otherwise stated. A working day is any day during which some or all of the Agency is to be in operation as set forth in its calendar unless all operations have been suspended before 8:00 A.M. by the Employer.
- C. Agency. The term, Agency, denotes the Livingston Educational Service Agency.
- D. Employee. The term, Employee, denotes any member of the bargaining unit defined in Article 2.
- E. Employer. The term, Employer, denotes the Board, the Superintendent and their designees.
- F. Probationary Period. The term, Probationary Period, denotes an interval of sixty-five (65) consecutive days as determined by the calendar adopted by the Board and beginning on the effective date of the Employee's last appointment.
- G. Superintendent. The term, Superintendent, denotes the Superintendent of the Livingston Educational Service Agency.
- H. Union. The term, Union, denotes the Livingston Educational Service Agency Bus Drivers and Bus Assistants Chapter of Local 2652, Council 25 of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO.
- I. Year. The term, Year, denotes a consecutive 12 month (365) day interval.
- J. Regular Driver: The term Regular Driver denotes a Bus Driver whose main function is to drive a school bus and is legally qualified to do so.
- K. Bus Assistant: The term Bus Assistant denotes a person who assists the Bus Driver.
- L. Bus Assistant/Alternate Driver. The term, Bus Assistant/Alternate Driver, denotes a Bus Assistant who is legally qualified to drive a school bus.
- M. Head Start Substitute Assistants: An Employee who voluntarily substitutes as an Assistant on a Head Start run.

- N. Substitute. The term, Substitute, denotes a person not in the bargaining unit who performs bargaining unit work; guidelines set forth in Article 7.
- O. Half-time Employee. Denotes a Bus Driver or Bus Assistant who is regularly scheduled to work 20 hours or less per week.

ARTICLE 2
RECOGNITION

Recognition. The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for the bargaining unit consisting of all Bus Drivers and Bus Assistants but excluding all others.

ARTICLE 3
BOARD RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control the Agency's business, its equipment, its operations and the work force and the affairs of the Agency.
 2. Direct the working forces, including the right to hire, promote, suspend, discharge and transfer employees and to determine the size of the work force.
 3. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work or changes therein, and the institution of new and/or improved methods of changes therein.
 4. Adopt rules and regulations not in conflict with this Agreement.
 5. Determine the qualifications of employees.
 6. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 7. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
 8. Determine the financial policies, including all accounting procedures.
 9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights of Employees as specifically provided in this Agreement.
 10. Determine the policy affecting the selection, testing or training of Employees, providing that such selection shall be based upon lawful criteria and shall not be in conflict with this Agreement.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance therewith shall be limited only by the specific and express terms of this Agreement. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, district or local laws or regulations that pertain to education.

C. The Board shall have the right to request a clinical examination, either physical or mental or both, at its expense when, in its estimation, the health of the Employee is such as to render him/her unfit for service in the Agency. The appointed physician's facility shall be within Livingston, Washtenaw, or Ingham Counties, unless a mutually agreeable physician outside these counties is selected. Employees will not lose wages for examinations required by the Employer under this section.

D. DRUG AND ALCOHOL TESTING

1. For all Employees not required to submit to random drug and alcohol testing under federal or state laws, the Board shall have the right to request testing for substance abuse when in its estimation the Employee is exhibiting symptoms of being under the influence.

Employees will not lose wages for testing required by the Employer. Testing site shall be located within Livingston, Washtenaw or Ingham Counties unless a mutually agreeable physician outside these counties is selected.

A second opinion may be requested by either the Employer or the Employee. If requested by the Employee, the Employee shall pay 50% of the cost. In such cases, the appointed physician and/or testing facility shall be mutually agreed upon by the parties.

2. Any Employee who receives a confirmed and verified drug test by the Medical Review Office (MRO) or a confirmed test of alcohol concentration .02 or greater will be immediately discharged.

E. Strikes.

1. Definition. The term, Strike, means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions or compensation, or the rights, privileges or obligations of employment. The definition includes but is not limited to actions commonly known as slowdowns, sit-ins, boycotts and interference with the performance of duties of others employed by the Board.

2. The Union agrees that it and the Employees shall not authorize, sanction, condone or participate in any strike.

3. If a strike of Employees occurs, the Union will endeavor to get the striking Employees back to work as quickly as possible by:

a. Delivering to the Employer a copy of a notice addressed to all Employees notifying them that such acts are in violation of this Agreement, repudiating such acts of the Employees and directing them to cease such acts and return to work; and

b. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.

4. Actions to discipline, suspend, demote or discharge any Employee who authorizes, sanctions, condones or participates in any strike are not subject to the grievance procedure.

ARTICLE 4 UNION RIGHTS

- A. Aid to Other Unions. The Board will not negotiate with any individual or any group representing or purporting to represent the above bargaining unit other than the Union for the duration of this Agreement.
- B. Stewards. The Employees shall be represented by one steward who shall represent all Employees. An alternate steward will be named who will function in the place of the steward when the steward is absent.
1. The names of the steward and alternate shall be furnished in writing to the Superintendent within five (5) working days of their appointment or election.
 2. A steward may, without loss of pay and with the prior approval of the Supervisor of Operations, investigate and/or present grievances to the Employer. All such investigations and/or presentations must take place at times other than when the affected Employee(s) and/or the steward are to be on their assigned runs.
- C. Union Use of District-Owned Facilities. Upon not less than 72 hours prior written request of the Superintendent or his designee, the Union may schedule Chapter meetings using mutually agreed-upon, District-owned facilities providing these meetings do not interfere with the business of the Agency or with the duties of any Union member. If an emergency arises, the Superintendent may waive the condition of prior notice if requested to do so by the Chapter Chairperson.
- D. Bulletin Boards. The Employer will provide one (1) bulletin board which may be used by the Union only for posting notices pertaining to Union business. The location of the bulletin board shall be by the Transportation mailboxes.
- E. Union Time. Members of the Union elected to attend functions of the International Union, such as conventions or educational conferences, shall be allowed time off without loss of time or pay to attend such conferences and/or conventions providing that at least two (2) weeks prior written notification has been given. The Employer will provide a maximum of five (5) days per year to be used for such purposes.
- F. Agency Shop. Employees who were hired prior to the effective date of this Agreement must, as a condition of continued employment, either continue membership in the Union or pay a service fee in an amount not more than the amount of dues uniformly required of members of the Union. These amounts so certified and deducted shall be forwarded to the Union in accordance with Article 5, Section F.
- G. Employees hired, rehired or transferred into the bargaining unit after the effective date of this Agreement shall be required as a condition of continued employment to become members of the Union or to pay the 30th day following the beginning of their non-probationary employment in the bargaining unit.
- H. Any Employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of retaining membership, shall be deemed to have met the conditions of this Article. Any Employee who pays his/her service fee shall also be deemed to have met the conditions of this Article.

- I. It is further agreed between the parties that in no way shall the Employer be liable for uncollected service fees or Union dues from Employees not authorizing payroll deductions and who do not pay such fees and/or dues directly to the Union.
- J. The Union shall indemnify and save the Employer harmless against any claims, demands, suits and other forms of liability that may arise by reasons of the Employer's complying with the provisions of this Article.

ARTICLE 5
DUES CHECK-OFF

- A. If an Employee has on file with the Board a completed and signed Union membership monthly dues payroll deduction authorization form, as shown in Appendix B, the Board will deduct from his/her pay the initiation fee and the current monthly Union membership dues until such time as the Employee informs the Board in writing to discontinue such deductions.
- B. Normally an Employee's authorized payroll deduction for Union dues will be made from his/her paycheck for the first pay period of each calendar month.
- C. The Board will deduct from the pay of an Employee in any month only the uniformly charged Union dues obligations for that month.
- D. If the Union requests the Board to change the present membership dues deduction of an Employee, such request will be effective only if the Union gives the Board thirty (30) days prior written notice of the change.
- E. The Union agrees that any and all Union and/or Employee questions, problems and/or disputes that may arise or exist related to the operation and/or implementation of this Article shall not be the subject of a grievance and may only be reviewed by the parties informally.
- F. Remittance of Dues.
 - 1. Deductions for any calendar month shall be remitted to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all Employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.
 - 2. The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of Employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer of submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.
- G. The Union shall indemnify and save the Agency harmless against any and all claims, demands, suits or other forms of liability that may arise out of reliance upon signed authorization cards or lists furnished to the Employer by the Union for the purpose of payroll deduction of dues.

ARTICLE 6
EMPLOYEE RIGHTS AND SECURITY

- A. Probationary Employee. Each new Employee shall be on probation for a period not to exceed fifty (50) days worked within the first sixty-five (65) days after his/her latest effective date of employment. The right to discharge a probationary Employee during this period shall be vested exclusively in the Board regardless of other provisions of this Agreement. The Union shall not represent probationary Employees who are disciplined, suspended or discharged.

Probationary Employees do not have seniority, do not have fringe benefits, and may not use any leave time.

Any Employee retained in excess of sixty-five (65) work days shall have seniority from date of hire in the bargaining unit.

- B. Seniority. The term, Seniority, denotes length of continuous employment by the Agency in one or more positions in the bargaining unit. Accumulation of seniority of non-probationary Employees begins with their first day employed (effective date) in any position in the bargaining unit.

For the purpose of determining seniority only, continuity of employment shall not be considered broken by Board-approved paid leaves of absence or unpaid leaves of absences of ten (10) or fewer days, or when operations affecting the Employee are temporarily suspended by the Employer.

1. Any other interruption of work shall constitute a break in continuity for the purpose of determining seniority. If an Employee's continuity of employment is broken, the Employee's seniority will be reduced to reflect the duration of such break in continuous employment.
2. Employment in the Agency, but out of the bargaining unit, is an interruption in continuous employment. An Employee who accepts a position outside of the bargaining unit, but within the Agency, shall have his/her seniority frozen from the date he/she leaves the bargaining unit. An Employee will be able to use his/her seniority to bid on positions for which he or she is qualified within the bargaining unit providing said positions become vacant within a one year period from the date he/she left the bargaining unit. An Employee who returns to the bargaining unit from a position within the Agency and who has been receiving medical and/or dental insurance will be able to immediately convert to the medical and/or dental program available under this contract.
3. Ranking of Employees with the same seniority shall be by alphabetical order using the name by which each Employee was first hired.

- C. Seniority of Officers and Stewards. The Chapter Chairperson the steward and alternate, in that order, shall head the seniority list of the bargaining unit for layoff and recall only, during their terms of office.

- D. Seniority Lists. The seniority list on the date of this Agreement will show Employee dates of hire, adjusted seniority dates, names and job titles of all Employees of the bargaining unit with seniority. The Employer will keep

the seniority list up-to-date at all times and will provide the Chapter Chairperson with up-to-date copies upon reasonable prior written request.

E. Loss of Seniority. An Employee will lose his/her seniority and his/her name will be removed from the seniority list when one or more of the following events occurs:

1. The Employee quits, retires or is discharged.
2. The Employee has been laid off for more than two (2) years.
3. The Employee has been on an unpaid leave of absence for a period of time exceeding their accumulated seniority days or four years, whichever is less.

F. Quits. An Employee shall be considered to have quit when one or more of the following events occur:

1. The Employee is absent for three (3) or more consecutive working days and has not notified the Employer in accordance with procedures set forth herein.
2. The Employee fails to return to work in response to a recall notice as set forth in Article II.
3. An Employee notifies administration that they are quitting their employment.

G. Discharges. The Board may discharge an Employee for cause. Prior to discharge of an Employee the Employer may suspend him/her for up to five (5) working days without pay in order to permit an investigation of the matter. If, following such a suspension, the Employer's decision is to give the Employee a suspension, the number of days already suspended will be counted in the total number of days suspended.

1. The Union may initiate a grievance of the Board's decision to discharge a non-probationary Employee at Level 4.
2. Any Employee found to be unjustly suspended and/or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.
3. The Union agrees that the Board may unconditionally terminate a Probationary Employee.

ARTICLE 7
VACANCIES AND ASSIGNMENTS

A. VACANCIES

1. Position Vacancy. A position is said to be vacant when an Employee terminates or transfers to a different position and the Employer decides to hire another person in his/her stead or when the Employer establishes one or more new Bus Driver or Bus Assistant positions.
 - a. Posting of Position Vacancies. Notice of each vacancy shall first be posted on the Union's bulletin board for seven (7) days. Such notice shall set forth minimum requirements for applying, the posting date and the deadline date for applying. A copy shall be given to the Chapter Chairperson.
 - b. Bidding for Position Vacancies. During the above posting period, any Employee may apply to the Assistant Superintendent of Human Resources in writing for a transfer to the position on the form provided. Failure to submit an application on or before the announced deadline date shall disqualify the Employee from further consideration.

In filling any vacancy, consideration will be given to seniority, qualifications and the work record of the Employee.

Each applicant will be notified of the final disposition of his/her application. A copy of such notification will be given to the Chapter Chairperson.

If the most senior applicant for a posted vacancy or a newly-established posted position is not appointed, he/she shall be granted a special conference upon his/her written request. If the special conference does not resolve the matter to the satisfaction of the most senior applicant, it may be grieved beginning with Level 3.

2. Temporary Vacancies. A position is said to be temporarily vacant when an Employee notifies the Employer that they will be absent for a period of more than twenty (20) consecutive work days. Any position that becomes a temporary vacancy will be posted and filled according to the posting and bidding procedure under "a" and "b" above except that the posting shall be for five (5) days. A temporary vacancy does not occur as a result of a reassignment. If the Employee's absence is extended, the Employee who successfully bid on the initial vacancy will continue to fill the vacancy.
3. Route Vacancies. A route is said to be vacant when an Employee terminates or transfers to a different route and the Employer decides to continue that route, or when the Employer establishes one or more new routes.
 - a. Posting of Routes. Notice of each route vacancy shall first be posted on the Union's bulletin board for five (5) days. Such notice shall set forth the estimated number of hours for that route, the area to be driven, the posting date, and the deadline date for applying. The application deadline date for a route vacancy will not precede the deadline date for its accompanying position vacancy. A copy shall be given to the Chapter Chairperson.

- b. Bidding for Route Vacancies. During the above posting period, any Bus Driver may apply to the Supervisor of Operations in writing for a transfer to the route on the form provided. Failure to submit an application on or before the announced deadline date shall disqualify the Employee from further consideration.

In filling a route vacancy, the most senior applicant will be given the route unless it is withheld for cause. Each applicant will be notified of the final disposition of his/her application. A copy of such notification will be given to the Chapter Chairperson.

If the most senior applicant for a posted route vacancy is not appointed, he/she shall be granted a special conference upon his/her written request. If the special conference does not resolve the matter to the satisfaction of the most senior applicant, it may be grieved beginning with Level 3.

4. Trial Periods. The transferred Employee shall be granted a twenty-five (25) working day trial period to determine his/her ability to perform the job. If an Employee is found unsatisfactory, he/she shall be returned to his/her former job. Written reasons will be given to him/her with a copy being given to the Chapter Chairperson. During the trial period, the Employee may request to be returned to his/her former job, and such request shall be granted in employee-initiated transfers.
5. Trial Period Pay Rate. During the trial period, the Employee will receive the rate of the job he/she is performing.
6. Limitation on Requested Transfers. No Employee shall be entitled to a requested transfer more often than once every six months.
7. Involuntary Transfers. The Employer may involuntarily transfer an Employee when such transfer is, in the opinion of the Employer, in the best interest of the Agency. Such transfer will be with prior notice. The Union may request a special conference to discuss the mechanics of the transfer. If agreement cannot be reached at the special conference, then the Employee to be involuntarily transferred will exchange assignments with the least senior Employee having an assignment that is nearest to but not longer than his/her original assignment. Such transfers shall be neither arbitrary nor capricious.

B. Assignments.

1. Basic Package. Basic bus run bid at the beginning of the school year; however, students can be added and taken away during the school year and will be reflected in basic package times.
 - a. A "Basic Package" shall consist of one or more of the following: regular pick-up runs (a.m. or noon), regular take-home runs (noon or p.m.), mixed pick-up and take-home runs, shuttles, and regular trips such as bowling swimming, roller skating and work skills.
 - b. Selection of "Basic Package" shall be governed by the following procedure for Bus Drivers and Bus Assistants:
 - (1) Prior to the beginning of each school year in September, each Employee will select his/her assignment based on his/her seniority

(from greatest to least). A special meeting for this purpose will be held, with the Employees receiving at least a two (2) week notification of the meeting. Attendance will be without pay. The Employer may withhold a selected assignment from an Employee for cause.

(2) Bus Assistants - after the initial selection each fall, the assignments will rotate through the seniority list on the first Monday in January and April.

2. Full Assignment. Includes the "Basic Package" PLUS all extra trips scheduled.

3. Modification of Assignments. The Employer may modify assignments from time to time. Modifications could include a minimal extra trip which closely parallels a driver's existing run or could be performed during paid down time. If modification is deemed excessive, they shall be handled at a special conference.

4. Types of Work. Bus Driving and Maintenance includes all TRIPS (trips outlined below) waiting or assisting, bus maintenance, required paperwork performed by bus drivers, bus driver pre-trip inspection time, attendance and participation at meetings or inservice training sessions when required by Employer.

a. Trips

(1) Shuttle: An a.m. and p.m. transfer of students to other schools. shuttle is part of the Basic Package.

b. Regular Trips - Are all trips included in the initial Basic Package bid.

c. Extra Trips: Any trip not included in the initial Basic Package bid, excluding "Field Trips".

(1) Beginning with the first extra trip, the trip is offered to the most senior available regular driver. Each extra trip shall become part of the full assignment. An extra trip will not be assigned to a driver if it will result in overtime, unless it will result in overtime to all available drivers. If no drivers accept the offered extra trips, it will be assigned to the least senior available driver. Head Start drivers can subsequently pick Head Start areas as soon as they become available by seniority. Runs selected must be consistent with the package.

(2) If the supervisor determines an Assistant is needed for the extra trip, the Bus Assistant assigned to the driver will be assigned to the extra trip.

d. Field Trips: A trip initiated by a special request from the classroom teacher in which a LESA bus and LESA driver will be utilized.

(1) Rotation of Field Trips. When field trips are required, they shall be rotated among the Employees who work in the same classification by seniority.

(2) Cancellations: If a trip is canceled by the district, the Employee will be offered the next unassigned trip.

(3) Refusal of Field Trips. An Employee who refuses a field trip shall not be given another opportunity to work a field trip until all of the other Employees in his/her classification shall have had an opportunity to work a field trip.

(4) Required Field Trips. If all the Employees on the list refuse to work the field trip, the Employer may require it to be worked by the Employee(s) with the least seniority in the classification.

(5) Posting. Records of field trips shall be posted on the bulletin board and kept current.

- e. Trips - Absenteeism: When a Bus Assistant is absent from his/her extra trip and noon runs, Bus Assistants who have indicated their availability will be assigned by rotation by seniority.
- f. Emergency Trip: An unexpected situation. An Emergency Trip will be assigned at the discretion of the Employer.
- g. While Employees are on paid down time, they will be available to perform tasks assigned by the supervisor (i.e., cleaning buses).

5. Summer Assignments

- a. Summer Assignments. The Employer shall define summer assignments which shall consist of one or more of the following: regular pick-up runs (A.M. or noon), regular take-home runs (noon or P.M.), mixed pick-up and take-home runs, shuttles and regular trips.
- b. Selection of Summer Assignments. Bus Drivers and Bus Assistants will be offered summer assignments by classification in order of seniority (greatest to least). After the needed number in each classification has accepted summer assignment, the runs will be chosen amongst those Drivers and Assistants in each classification by seniority (greatest to least). The Employer may withhold a selected assignment from a Driver or Assistant for cause.
- c. If every Bus Driver declines a summer bus driving assignment, it will then be offered to Bus Assistants/Alternate Drivers in seniority order. If the summer bus driving assignment still is declined, it will be offered to substitutes. If it is again declined, it will be assigned to the least senior unassigned qualified Employee.
- d. If every Bus Assistant declines a summer Bus Assistant assignment, it will then be offered to Bus Drivers in seniority order. If the summer Bus Assistant assignment still is declined, it will then be offered to substitutes. If it is again declined, it will be assigned to the least senior unassigned Bus Assistant.
- e. Each Employee will be paid at his/her step of the appropriate scale for his/her summer assignment.

- f. Job Sharing. Job sharing of summer runs will be allowed in accordance with procedures developed jointly.
6. Bus Assistants/Alternate Drivers. Bus Assistants/Alternate Drivers may be employed to drive school buses only when regular drivers are not available to perform the full assignment or in emergencies. When Bus Assistants/Alternate Drivers are utilized, the work will be assigned by equalizing the hours driven. When working as Bus Drivers, Bus Assistants/Alternate Drivers will be paid at the lowest step on the Bus Driver scale that reflects at least a \$.50 (fifty cent) increase over their current Bus Assistant rate.
7. Use of Substitutes.
- (a) Substitutes will not be employed to do bargaining unit work if qualified regular Employees are available for the full assignment, except in cases of emergencies or extenuating (i.e., health related, etc.) circumstances.
- (a) Head Start Substitute Assistants. Head Start substitutes shall be paid at the current Head Start rate for such a position. In matters of discipline only, the Employee shall be covered by the collective bargaining agreement.

ARTICLE 8
DISCIPLINE

- A. When discipline is imposed for matters of absence or tardiness, the following sequence will be followed: 1) counseling, (2) oral reprimand, (3) written reprimand, (4) suspension, and (5) removal and discharge.
- B. The Employer shall attempt to reprimand an Employee in a way that will not cause embarrassment to the Employee.
- C. The Employer agrees that, upon imposing a written reprimand, a suspension or removal and discharge, the Union steward will be notified within five (5) days in writing. The Employee shall be given a copy of all disciplinary actions and copies shall be placed into his/her personnel file. A notation of oral reprimand by date and subject only and signed by the Employee may be placed into the Employee's personnel file.
- D. The Employee may request to be represented by his steward when disciplinary action is imposed.
- E. In imposing any discipline or discharge on a current charge, the Employer will not take into account any infractions which are more than two (2) years old.
- F. The discharged or suspended Employee may discuss his/her discharge or suspension with his/her steward and the Employer will make available an area for this purpose. All such discussions must take place at times other than when the steward is to be on his/her assigned run or run-related activity. Upon receipt of a reasonable and timely request, the Employer will discuss the discharge or suspension with the Employee and the steward.
- G. An Employee who violates a law, policy or rule, or tampers with a device that could affect the safety and welfare of the students will be subject to immediate discipline up to and including discharge.

It is agreed that the imposition of discipline under this Section shall be a proper subject for the grievance procedure.

Except in emergencies, rules or policies the Employer intends to implement shall be furnished to the Union five (5) working days in advance of implementation.
- H. An Employee may view his/her personnel file upon reasonable prior request.
- I. Any Employee who receives a confirmed and verified drug test by the Medical Review Officer (MRO) or a confirmed test of alcohol concentration .02 or greater will be immediately discharged.

ARTICLE 9

GRIEVANCES

- A. Definition. A grievance is a written complaint by an Employee alleging a violation, misinterpretation or misapplication of any provision of this Agreement.
- B. Nothing contained herein will be construed to limit the right of any Employee having a complaint to discuss the complaint informally with the Employer and have the complaint adjusted without the intervention of the Union so long as the adjustment is not inconsistent with the terms of this Agreement and so long as the Union was given the opportunity to be present when such an adjustment is made.
- C. Level 1. If an Employee wishes to submit a grievance, he/she shall first discuss the complaint with his/her immediate supervisor or with the administrator if the immediate supervisor is not the cause of the complaint. The steward and one administrator may be present. This discussion must occur within ten (10) days of the event causing the complaint. The immediate supervisor or administrator shall reply in writing within ten (10) days of the date of the discussion, submitting one copy to the Employee, one copy to the steward and one copy to the Director of Human Resources.
- D. Level 2. If the Employee is not satisfied with the reply at Level 1, the steward may submit a grievance by filing a LESA/AFSCME Grievance Report provided that the grievance is submitted within five (5) days of the above written reply. The Report must be submitted to the immediate supervisor. If the grievance does not involve the immediate supervisor, it may be filed at Level 3. The immediate supervisor shall sign and date all copies when he/she receives them. The immediate supervisor shall reply in writing to the steward within five (5) days of the above date.
- E. Level 3. If the Employee is not satisfied with the reply of the immediate supervisor, the steward may submit the grievance to the appropriate administrator within ten (10) days. The administrator shall sign and date all copies when he/she receives them. The administrator shall reply in writing to the steward within ten (10) days of the above date.
- F. Level 4. If the Employee is not satisfied with the response of the administrator, the steward may submit the grievance to the Superintendent within ten (10) days. The Superintendent shall sign and date all copies when he receives them. The Superintendent shall contact the Council #25 Staff Representative assigned within five (5) days of receiving the grievance to schedule a pre-arbitration conference. Following this pre-arbitration conference, the Superintendent shall respond within ten (10) days in writing to the Chapter Chairperson.
- G. Level 5. If the Employee (or the Union, in case of Union grievances), is not satisfied with the disposition of the grievance at Level 4, the Union may, within thirty (30) calendar days after the decision of the Superintendent, notify the Superintendent and Council #25 of the demand for arbitration. If the Union and the Employer cannot mutually agree upon an arbitrator within sixty (60) calendar days, the union will file with the American Arbitration Association. The arbitrator shall then be selected by the American Arbitration Association in accordance with its rules.

- I. The decision of the arbitrator shall be final and conclusive and binding upon Employee, the Board and the Union.
2. 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 wage rates or to change wage rates.
 - c. He shall have no power to interpret state or federal law.
 - d. He shall not hear any grievance previously barred from the grievance procedures.
 - e. He shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
3. After a case on which the arbitrator is empowered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.
4. If either part disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the arbitrator has first ruled upon the arbitrability of the grievance. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
5. More than one grievance may not be considered by the arbitrator at one time except by mutual written consent.
6. The cost of arbitration shall be borne equally by the parties, except each party shall assume its own cost for representation including any expense of witnesses.
7. At arbitration, neither party may raise new defenses or grounds not previously raised or disclosed.
- H. Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original claim. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last response.
- I. The Union shall have no right to initiate a grievance involving the right of an Employee or group of Employees without his/her or their written approval.
- J. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligations to make a monetary adjustment and the arbitrator shall have no power to order one.

- K. 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 thirty (30) days prior to the date on which the grievance was filed.
- L. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the Employee.
- M. An Employee may withdraw his/her grievance at any time prior to its referral to arbitration without prejudice of interpretation of this Agreement.
- N. No complaint which may be within the jurisdiction of any administrative agency empowered to render an enforceable decision shall be the basis of any grievance filed under the procedure outlined in this Article.
- O. Extension of Time Limits. Time limits may be extended by mutual written agreement.
- P. The failure of an Employee to file a grievance for an alleged violation of this Agreement shall not constitute a waiver, nor set precedent for the purpose of future initiation of grievances.
- Q. Union grievances are defined as, and limited to, those grievances which cover more than one (1) Employee and which pertains to like circumstances and facts for the grievants involved.

ARTICLE 10
SPECIAL CONFERENCES

- A. A Special Conference is a meeting of not more than four representatives each of the Employer and the Union to discuss matters deemed important by either party.
- B. Special Conferences will be arranged between the Chapter Chairperson and the Superintendent or his designee at mutually agreed-upon times and places at the request of either party.
- C. The requesting party shall submit a request for a Special Conference to the other party in writing at least seventy-two (72) hours in advance, including an agenda of matters to be discussed and a list of the names of the conferees of the requesting party.
- D. Matters taken up in Special Conferences shall be confined to those on the agenda.

ARTICLE 11
REDUCTION AND RECALL

- A. Reduction. If the Board orders a reduction in the number of Employees, the following procedure will be used:
1. The Board will determine the classifications and numbers of positions to be eliminated.
 2. Employees to be laid off and the Union will be notified ten (10) days prior to the layoff whenever possible.
 3. Employees will be laid off in inverse seniority order by classification (starting with Employees with no seniority) until the number of remaining Employees corresponds to the number of remaining positions.
 4. When one or more Bus Driver positions are to be eliminated, the Employer will first determine whether any Bus Driver to be laid off has greater seniority than any Bus Assistant not to be laid off. If so, the Bus Driver to be laid off may take the position of such Bus Assistant and the least senior Bus Assistant will be laid off.
 5. Employees on layoff do not earn pay or fringe benefits.
- B. Recall. If the Board orders the restoration of one or more Bus Driver or Bus Assistant positions, the following recall procedure will be used:
1. Bus Driver Positions. Laid off Bus Drivers with seniority as of the date of recall and non-probationary Bus Assistants/Sub Drivers who are working as Bus Assistants will be offered the newly-restored positions in seniority order.
 2. Bus Assistant Positions. The Employer will recall Employees with seniority as of the date of recall in seniority order.
 3. Recall Notice. The Employer will send a recall notice by certified mail to each recalled Employee at his/her last known address postmarked at least ten (10) working days prior to his/her reporting date.
 4. Returning to Work. If the Employee does not report for work as scheduled, he/she will be considered to have quit unless he/she has made other prior arrangements to report for work that are acceptable to the Employer.
 5. Responsibility of the Laid Off Employee. It is the responsibility of the laid off Employee to notify Personnel in writing of any change in his/her address or telephone number.
- C. Temporary Layoff. A temporary layoff is any layoff caused by unscheduled events not under the total control of the Board. At its discretion the Employer may temporarily lay off any Employee whose assignment is affected by such events.

Employees on temporary layoff shall have no interruption of health care or dental care benefits and do not earn pay but may use paid leave time during such temporary layoff.

If the events causing a temporary layoff may reasonably be expected to prolong it for more than ten (10) days, the Employer will institute the layoff procedure described below:

1. Employees will be temporarily laid off in inverse seniority order by classification (starting with Employees with no seniority) until the number of layoffs corresponds to the number of assignments originally affected. Employees already on temporary layoff who are not identified by this procedure as candidates for layoff will be recalled in seniority order.
2. A Bus Driver on temporary layoff with greater seniority than a Bus Assistant who has not been laid off may temporarily take the assignment of such a Bus Assistant and the affected Bus Assistant will be temporarily laid off.
3. When a temporary layoff ends, Employees will be returned to their former assignments.
4. A Bus Driver who has been temporarily laid off for ten (10) days or less will be paid for working rescheduled days. Employees will be paid for working on rescheduled days either the amount they would have earned or the amount actually earned, whichever is greater.

If the full ten (10) days are not rescheduled, Employees will be paid the difference between the amount they would have earned over the ten (10) day period and what they have actually earned, whichever is greater.

ARTICLE 12
COMPENSATION AND FRINGE BENEFITS

- A. Wage Rate Scales. Appendix A, attached hereto, sets forth wage rates to be paid Employees as defined above, and the basis and methods of payment.
- B. Placement on Wage Scale. Employees hired into a bargaining unit position or transferring to a new classification within the bargaining unit will be placed on Step I of the wage scale for that classification or as otherwise agreed upon.
- C. Rates for New Jobs. When a new job classification is created, the Employer will notify the Union of the proposed classification and rate structure prior to their becoming effective. If the Union does not agree with the proposed classification and rate, they shall be subject to negotiations.
- D. Health and Dental Care. Except as noted below, full-time Employees shall be eligible for the following insurance premiums upon acceptance of written applications by the insurance carriers which shall be effective when the insurance carriers' requirements are met:
1. Health Care. Single subscriber Blue Cross-Blue Shield (MVF II and Master Medical) with riders OPC, CC, DCR, FAE-RC, RPS, A80 Vision, and Blue Cross \$3.00 prescription co-pay. Any additional coverage (i.e., 2-person or full family) will be paid by the Employee.
 2. Dental Care. Single Subscriber, SET Ultradent or equivalent with orthodontic rider, missing tooth waiver and extension of benefits rider. Any additional coverage (i.e., 2-person or full family) will be paid by the Employee.
 3. Half-time Employees are not eligible for Board-paid Insurance coverage.

NOTE: Bus Drivers and Bus Assistants employed as of 10-08-92 are eligible for single subscriber, two-person, or full family health and dental care as appropriate. Bus Assistants employed from 10-09-92 to 11-95 are eligible for single subscriber, two-person, or full family health and dental care when they assume a full-time Bus Driver position.

An Employee and an Employee's family members who are eligible for the health care insurance provided by this Section shall not be entitled to receive such insurance coverage if they receive such insurance coverage through another employer, with the following exceptions: (1) the health care double coverage prohibition shall not apply if the other employer will not permit its employees to drop the health insurance coverage provided through the other employer for the Employee or the Employee's family members and so states in writing to the Board and (2) an Employee who has family members who receive health insurance coverage as a result of a divorce decree shall be entitled to receive the health care insurance provided by this Section for those eligible family members who do not receive health care insurance as a result of the divorce decree.

The Employee will be eligible for Board-paid dental care insurance only if he/she does not receive such dental care insurance coverage through another employer.

For the appropriate coverage, the Employee shall verify in writing that he/she is eligible for such coverage. Written verification shall be completed at the beginning of each fiscal year. After that time any Employee with double health or dental coverage shall reimburse the Board the cost of his/her health or dental coverage for the duration of such double coverage.

Changes in family status shall be reported by the Employee in writing to the Accounting Department within thirty (30) days of such changes. The Employee shall be responsible for any overpayment of premiums by the Board in his/her behalf for failure to comply with this provision.

- E. Alternative Coverage. Any Employee who is ineligible for health care insurance as provided for above due to coverage elsewhere may apply for an amount not to exceed \$50 per month toward a Board-established tax sheltered annuity. Any Employee who is ineligible for dental care insurance as provided for above due to coverage elsewhere may apply for an amount not to exceed \$10 per month toward a Board-established tax sheltered annuity. If the IRS rules that such language adversely affects taxable personal income of employees, the Board will either (1) seek an alternate approved IRS transfer of benefits plan or, if such is not possible, (2) withdraw this provision.
- F. Workers' Compensation. All Employees are covered by Workers' Compensation. All on-the-job accidents as well as job-incurred injuries, however slight, must be reported promptly. When an Employee has exhausted, at their option, their paid sick leave and/or sick leave pool time, or unpaid time equal to their then accessible amounts of paid sick leave and/or sick leave pool time, he/she will be placed on an authorized medical leave of absence.
- G. License. Effective July 1, 1990, the Employer will reimburse Bus Drivers up to \$60 for the cost of obtaining the following required endorsement tests:
 - Commercial Driver's license
 - Passenger Endorsement
 - Air Brake Endorsement
 - Road Test
- H. Term Life Insurance. The Board will pay the premium for each full time Employee for a \$5,000 term life insurance policy. Each full time Employee with five (5) or more years of seniority shall be eligible for a Board-paid term life insurance policy of \$10,000.
- I. Sick Leave Retention Incentive. All seniority employees shall be eligible annually for sick leave retention incentive, according to the following:
 - 1. An employee who uses no sick leave from the period commencing July 1 and ending June 30 shall be eligible for a three hundred (\$300) cash bonus.

2. An employee who experiences only one (1) occurrence of sick leave during the period commencing July 1 and ending June 30 shall be eligible for a one hundred dollar (\$100) cash bonus.
3. For purposes of this Section, an occurrence of sick leave is defined as any legitimate use of a partial day, a full day or more than one (1) day, consecutively, as a result of personal or family illness.
4. In order to qualify for the bonus, the employee must be a seniority employee for the entire one (1) year period.
5. An employee who has more than twenty-five (25) accumulated sick days and who is eligible to earn ten (10) sick days during the ten (10) month school year, and who uses not more than three (3) of those days, shall be eligible to convert up to three (3) of his/her remaining days to incentive leave at seven (7) hours per day. The employee who qualifies for and opts to take part or all of his/her incentive leave, must schedule such leave with the supervisor during the unscheduled summer days following qualification (i.e. from July 1 through August 31). There shall be no carryover of incentive leave days.

ARTICLE 13
INCOME PROTECTION

The Board will maintain a pool of sick leave days for Employees. For each day that an Employee is permitted to draw from the sick leave pool, he/she will receive 100% of his/her day's pay less any amount the Employee is eligible to receive from Social Security or Workers' Compensation benefits.

- A. Establishment. Each new Employee will contribute one (1) day of his/her sick leave bank to the sick leave pool each year until he/she has contributed six (6) days after which no further contribution will be required except as provided for below. For each day contributed by an Employee, the Board will contribute zero (0) days.
- B. Eligibility. An Employee may request to draw days from the sick leave pool under the following conditions:
1. He/she is personally ill or has been injured or quarantined, and has obtained a doctor's statement stating that he/she may not work.
 2. He/she has been unable to work for twenty-five (25) consecutive employee scheduled working days.
 3. He/she has applied in writing to the Superintendent for permission to draw days from the sick leave pool prior to or concurrent with the illness or injury.
 4. The decision of the Superintendent is final.
- C. Use.
1. During the first ninety (90) calendar days from illness/injury, an eligible Employee may draw a full day from the sick pool for each working day of absence.
 2. After ninety (90) calendar days from illness/injury, an eligible Employee may draw 1/4 for each contract day of absence.
 3. Use of personal sick leave time is limited to the number of contract days in the ninety (90) calendar day period from first day of absence due to illness/injury or the number needed to complete the twenty-five (25) day waiting period.

4. Any Employee unable to secure coverage by the current LTD carrier, after making a timely and proper application, or who has been deemed ineligible by said carrier, will be eligible for an extended sick pool. The Employee will be able to draw one (1) full sick day from the sick pool for up to one (1) year from the date of first utilization. The draw will be in a ratio consistent with the Employee's work schedule.

At any time during or prior to an Employee's use of sick leave pool days, the Superintendent may require a doctor's statement that the Employee may not return to work. Failure to provide such a statement will justify immediate withdrawal of permission to continue to draw days from the sick leave pool. If either party does not agree with the Employee's doctor, the Employee may be required to obtain a second statement from a doctor mutually acceptable to AFSCME and the Board. The requesting party will pay for the second statement. An Employee does not accrue sick time while on sick leave pool.

- D. Repayment. The Employee need not repay the pool for any days he/she has drawn from it. Application to draw from the pool must be renewed bi-weekly.
- E. Restoration. When the pool falls below twenty-five (25) days, each Employee will contribute one (1) additional day of sick leave or one day's salary in lieu of sick leave. The Board will contribute one (1) day for each day contributed by the Employee.

Upon request, but not more than one time per year, the Employer shall provide the Chapter Chairperson with an accounting report of the sick leave pool. This report will include credits, debits, balance, along with the names of those Employees who have contributed or withdrawn days from the pool.

- F. Termination. Benefits will continue for a maximum period of one (1) year from the first day of sick pool utilization.

ARTICLE 14
LEAVES OF ABSENCE

A. Authorized - With Pay.

I. Sick Leave.

a. Accrual.

At the beginning of each school year, every Employee shall be credited with ten (10) sick leave days (12 days for those with summer assignments). Any Employees hired after the beginning of the school year, taking a leave, or quitting prior to the end of the school year shall have sick leave days prorated.

b. All sick leave days previously accumulated by an Employee while employed by the Agency shall be credited to him/her. Any sick leave days not used by the end of the school year shall be added to the sick leave days available for the following year, up to a maximum of 80 days.

c. Criteria for utilization of sick leave days shall be:

1. Personal illness, injury or quarantine.

II. Serious illness in the immediate family, i.e., husband, wife, child, father or mother.

d. The Employee shall notify the administration of his/her impending absence stating the nature of absence (illness or bereavement) and where he/she can be contacted during the day. Each Employee shall give such notification prior to his/her scheduled on-the-job starting time.

e. The Employee may be required by the Superintendent to give a written, signed statement indicating the reason for such absence when reporting to work on the first working day following his/her absence. Failure to comply with such a request will result in the withholding of pay for such leave days.

f. Accumulated sick leave time shall terminate upon severance of employment.

g. Sick leave charged will be prorated based on the number of hours taken off, divided by the number of hours scheduled for the day, rounded to the nearest quarter of a day. For the purpose of this Section, scheduled hours shall not include extra trips.

2. Personal Business.

a. An Employee with less than two (2) years seniority may be granted one day per year for personal business. An Employee with two (2) or more years of seniority may be granted (2) days per year for personal business. Use of personal business days must have prior administrative approval.

- b. This leave shall be used only for the purpose of conducting personal business which cannot normally be transacted after work, on weekends, between runs or during vacation periods.
- c. Personal business days must be used prior to May 1 each year. Personal business days may be used during non-scheduled work days from September 1 through April 30 of each school year. The portion of personal business time not used prior to May 1 will be paid off at the employee's current rate.

3. Jury Duty.

An Employee who is summoned and who reports for jury duty shall be paid an amount equal to the difference between the amount of salary he/she would otherwise have earned by working on that day and the daily jury fee paid by the Court, not including travel allowances or reimbursement of expenses for each day on which he/she reports for or performs such jury duty on which he/she would otherwise have been scheduled to work.

An Employee who is subpoenaed shall be released from regular duties without loss of salary to appear in court as a witness in any case connected with the Employee's employment or in cases where the Agency is involved. Notwithstanding the above, paid release time shall not be granted for court appearances which are not connected with the Employee's employment or in which the Agency is not involved, or where the Employee is one of the defendants except in an Agency connected case in which the Employee is acquitted.

4. Bereavement Leave.

- a. When death occurs in a non-probationary Employee's immediate family, i.e., spouse, parent, grandparent, parent of current spouse, child, brother sister, the Employee on request will be excused from work for up to five (5) regularly scheduled work days immediately following the date of death provided that he/she attends the funeral.
- b. A non-probationary Employee will be excused, on request, for one (1) day to attend the funeral upon the death of an aunt, uncle, niece, nephew, sister-in-law, or brother-in-law and for three (3) days to attend the funeral upon the death of a grandchild.
- c. An Employee excused from work under this Section shall, after making written application, receive the amount of wages he/she would have earned by working during the straight-time hours on such scheduled days of work for which he/she is excused with pay provided that he/she attends the funeral. Payment shall be made at the Employee's rate of pay, not including premiums, as of his/her last day worked. Time thus paid will not be counted as hours worked for purposes of overtime.

5. Leave Time for Work-Related Injuries. When authorized to leave work early to secure medical attention/treatment due to a work-related injury or lice, an Employee will not lose pay or have to use sick/personal time for that portion of the day lost.

B. Authorized - Without Pay.

1. General Provisions. The Employer may grant Employees who have met certain criteria for procedures, as outlined below, leaves of absence without pay.

- a. The particular circumstances surrounding each leave will be reviewed by the Employer with the understanding that its decision will in no way establish a precedent. If the leave is disapproved, a reason in writing will be given.
- b. The decision of the Employer as to whether such leave shall be granted is final.
- c. An Employee returning on schedule from an approved leave of absence of ninety (90) days or less shall be returned to the position he/she held prior to the scheduled leave. Short-term leaves will not be approved for May and June unless prior approval is given by the employer.

Employees who are granted leaves of absence exceeding ninety (90) days will be rehired upon notification of intent to return as soon as positions for which they are qualified are available.

The right to re-employment is subject to the ARTICLE 11 - "Reduction and Recall" of this Agreement.

d. Conditions. Unless otherwise indicated, the following conditions shall apply to unpaid leaves of absence: Salary increments shall not accrue; Medical, Dental and Life insurances shall not accrue; sick leave and annual leave days shall not accrue (but unused sick leave and annual leave days held at the start of the leave shall be reinstated upon return); Personal Business Days shall not accrue and will be prorated; time spent on an unpaid leave will not be added to the Employees' seniority. No Employee on leave without pay shall receive pay for any holiday which occurs during his/her leave. Requests for unpaid leaves shall be in writing to the Director of Human Resources and must have prior written approval before becoming effective.

1. At the termination of a leave, if an Employee does not return and/or no extension is granted, the Employee's removal and termination of employment becomes automatic.
2. The Employee must notify the Board in writing of his/her intention to return from such leave at least twenty (20) working days prior to the end of such leave. Failure to comply with the notification shall constitute voluntary Employee resignation from Board employment.

2. Military Leave.

- a. Veterans. The reinstatement rights of veterans will be in accordance with applicable laws in effect on the date of this Agreement.
 - b. Leave of Absence for Veterans. Veterans who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.
 - c. Employees who are in the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are called to full-time active duty in the Reserve or National Guard, provided proof of service and pay are submitted. A maximum of two weeks per year is the normal limit, except in the case of an emergency.
3. Leaves of absence for periods not to exceed one (1) year subject to renewal at the will of the Board will be granted without loss of seniority for the purpose of serving in any elected or appointed position, public or Union.
4. Maternity/Adoption. Each Employee shall notify Personnel of her pregnancy or pending adoption as soon as it is medically or legally established. Such notification shall be in writing and shall state his/her estimated due/adoption date.
- a. Upon written request, a full time Employee who has been employed by the district for at least twelve (12) months will be granted a leave of absence without pay of up to one (1) year for the purpose of child birth and child care, including adoption or placement of a child in foster care. Such request must be made at least four (4) weeks prior to commencement of the leave. If an Employee fails to make a timely request for such a leave, he/she may lose his/her eligibility for a Maternity/Adoption Leave. Said request must include a beginning date and an ending date.
 - b. If an Employee does not begin his/her Maternity/Adoption Leave as scheduled, the Board may cancel the leave.
 - c. If an Employee does not return from a Maternity/Adoption Leave as scheduled, he/she may be required to remain off work for the remainder of the school year. An Employee returning on time from a Maternity/Adoption Leave shall be returned to the position he/she held prior to the scheduled leave.
 - d. An Employee who is granted a Maternity/Adoption Leave may retain health care, dental care and life insurance benefits for the first twelve (12) weeks of his/her leave at Board expense and thereafter at his/her expense. No other benefits or seniority will be earned during the leave.

5. Medical/Disability Leave.

An employee who receives a written medical authorization to refrain from work for at least two (2) weeks (after exhaustion of sick time) due to a disability excluding a workers' compensation injury will be placed on a medical/disability leave of absence without pay.

- a. Employees on medical/disability leave may retain their health insurance, dental insurance, and life insurance for up to 12 (twelve) weeks from the date of the leave. No other contractual benefits, including seniority, shall accrue. During this period, Employees shall have the right to return to their original position with a written statement from the doctor allowing full resumption of job duties.
- b. An Employee requiring an extension of the medical/disability leave beyond 12 weeks will be on an additional leave for a period of up to one (1) year. No contractual benefits, including seniority, shall accrue except for salary payments as provided by the disability insurance carrier. Health insurance, dental insurance and life insurance may be continued by the employee shall be entitled to reinstatement to the first available position for which the employee is qualified, subject first to the provisions of the current collective bargaining agreement.
- c. Employees remaining on medical/disability leave after the one year extension may lose all reemployment rights at the discretion of the Board.
- d. An employee may make written application to the Superintendent for reinstatement prior to the expiration of a leave; however, accelerated return from leave shall be at the discretion of the Board.
- e. Employees not returning to work after the end of leave shall be considered a voluntary quit.
- f. No employee shall absent himself from duty without approval of the Supervisor or his/her designee.
- g. At any time during the leave, the Superintendent may require an updated doctor's statement that the Employee may not return to work.

6. Workers' Compensation Leave. An employee who receives a written medical authorization to refrain from work for at least two (2) weeks due to a work-related disability will be placed on a worker's compensation leave of absence without pay.

- a. Employees on workers' compensation leave may retain their health insurance, dental insurance, and life insurance for up to one year from the date of the injury. No other contractual benefits, includ-

ing seniority, shall accrue. During this period, Employees shall have the right to return to their original position with a written statement from the doctor allowing full resumption of job duties.

- b. An Employee requiring an extension of the workers' compensation leave beyond the first year will be placed on an additional leave for a period of up to one (1) year. No contractual benefits, including seniority, shall accrue except for salary payments as provided by workers' comp. Health insurance, dental insurance and life insurance may be continued by the employee on a contributory basis provided it is approved by the carrier. The employee shall be entitled to reinstatement to the first available position for which the employee is qualified, subject first to the provisions of the current collective bargaining agreement.
 - c. Employees remaining on a worker's compensation leave after two years may lose all reemployment rights at the discretion of the Board.
 - d. An employee may make written application to the Superintendent for reinstatement prior to the discretion of a leave; however, accelerated return from leave shall be at the discretion of the Board.
 - e. Employees not returning to work after the end of leave shall be considered a voluntary quit.
 - f. No employee shall absent himself from duty without approval of the Supervisor or his/her designee.
 - g. At any time during the leave, the Superintendent may require an updated doctor's statement that the Employee may not return to work.
7. Short-Term Leaves. When approved by the Supervisor, short-term leaves without pay may be granted for a maximum of five (5) days per year.
- a. Personal Leave which could not be arranged at any other time or for which the Agency feels no responsibility.
 - b. Employees granted short-term leave shall retain their medical insurance coverage at Board expense.
 - c. Short-term leaves will not be approved for May and June unless prior approval is given by the employer.
- Any Employee who receives a short-term leave shall be returned to the position he/she held prior to the scheduled leave.

ARTICLE 15
HOLIDAYS AND UNPAID LEAVE TIME

- A. Holidays. Employees will be paid at regular straight-time rates for the following holidays: Labor Day; Thanksgiving Day; the day after Thanksgiving Day; Christmas Day; day after Christmas, the day before or after New Year's Day; New Year's Day; Good Friday; Memorial Day; and July 4th. To be eligible for pay for any given holiday, the Employee must work the day before and the next scheduled working day after the holiday or have administrative approval for paid time off excluding sick time. (Any Employee working the day before and the day after July 4, regardless of what position that Employee is filling, will be paid for the holiday.)
- B. Should a holiday fall on a Saturday or a Sunday, either the Friday before or the Monday after will be considered as the holiday. Actual days off for holidays will be determined by action of the Board.

ARTICLE 16
WORKING HOURS AND OVERTIME

- A. Regular Hours. The regular work week of each Employee is determined but not guaranteed by his/her basic package. Departure and arrival times will be rounded to the nearest 15 minutes per day. Each Bus Driver will be allowed an additional 15 minutes per day for the purpose of pre-trip inspection and an additional 10 minutes per day for the purpose of completing his/her required paper work.
- B. Overtime, Pay Rate, Call Back, Sundays and Holidays.
1. The rate for overtime pay shall be 1.50 times the Employee's regular rate. It shall be paid for all hours worked in excess of 8 in one day or 40 hours worked in one week, or hours worked on Saturday, but it may not be pyramided. Required overtime work on Sundays and holidays shall be paid at double-time the Employee's applicable straight-time hourly rate. All overtime hours must have prior administrative approval.
 2. Call Back. An Employee who is called back to work after having completed his/her scheduled work day shall receive a minimum of three (3) hours work or pay. This provision shall not apply to hours worked beyond a scheduled day where such hours are continuous or where the Employee has not left the premises.
- C. Overtime Procedures: At the beginning of each school year, an Overtime Rotation Sheet will be posted. All overtime will be posted bi-weekly on the Overtime Rotation Sheet by Classification. Overtime shall include overtime as part of an Employee's full assignment.
1. When a trip (excluding field trips and emergencies) will lead to overtime for all available Employees who sign up for the trip, the trip will be assigned to the Employee with the fewest days of overtime unless other provisions of the contract apply.
 2. If two or more available Employees have an equivalent number of days of overtime, the trip will be assigned by seniority.
 3. Bus Assistants (who work for Head Start Bus Aides) shall include all hours worked for Head Start when listing their daily assigned hours to bid on an extra trip. These hours will also be counted toward overtime and posted accordingly.
 4. Refusal of Overtime. An Employee who refuses overtime shall not be given another opportunity to work overtime until all of the other Employees in his/her classification shall have had an opportunity to work overtime.
 5. Required Overtime. If all the Employees in the classification refuse to work the overtime, the Employer will offer it to other bargaining unit Employees. If no Employees in the bargaining unit choose to work, the Employer may call a substitute or may assign the least senior Employee in the classification.

D. Unscheduled Closings.

1. Suspension of Operations. On any given day every reasonable effort will be made to determine by 6:15 a.m. whether or not Livingston Educational Service Agency Special Transportation operations will be suspended. If such a decision is made, it will be announced over WJR (760KHZ, AM). The status of operations will be identified as LIVINGSTON SPECIAL TRANS(PORTATION). All Employees are expected to listen for such an announcement. If it is announced that LIVINGSTON SPECIAL TRANS(PORTATION) is closed, no Employee is expected to report for work that day.
2. Loss of Pupil Instruction Days. Employees will not lose wages because of unscheduled school closing. In the event Michigan law prohibits the Agency from counting certain days as needed days of pupil instruction because those days were missed due to conditions beyond the control of school authorities (i.e., days when school is missed due to inclement weather), then Employees shall not be paid for those days and the Agency shall reschedule those days. Employees will be paid for working on the rescheduled days either the amount they would have earned or the amount actually earned, whichever is greater.
3. Show-Up Time. If operations are suspended after an Employee's starting time, but before the start of scheduled classes, Employees who show up for the beginning of their assignment will be paid two (2) hours of straight time rates if the day is rescheduled.
4. If no school closing announcement is made, all Employees are expected to report for work as scheduled.
5. If an Employee is unable or unwilling to appear for work as defined above, he/she will be charged for the time lost over the interval beginning at the time he/she would have been scheduled to begin work and ending at one of the following three times, whichever occurs first: (1) the time he/she would have finished his/her scheduled work, (2) the time the Agency closes on that day, or (3) the time at which the Michigan State Police or the Livingston County Sheriff's Department advises the Employer to close or advises the public in the Employee's home area to drive only in an emergency. (This provision does not apply to the Employee who is reasonably delayed in getting to work because of inclement weather.)

ARTICLE 17
MISCELLANEOUS PROVISIONS

- A. Entire Agreement. This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between the Board and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- B. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements were arrived at by the parties after the exercise of the rights and opportunity as set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- C. Severability. If any provisions of this Agreement or any application of the Agreement to any Employee shall be found contrary to laws, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.
- D. Distribution of Agreement. The Employer agrees to make available to each Employee a copy of this Agreement and to provide a copy of the same Agreement to all new Employees entering the employment of the Employer.

ARTICLE 18
NON-DISCRIMINATION

It is the policy of the Employer to provide equal employment opportunities to qualified persons without regard to race, creed, religion, national origin, or sex, as required by law.

ARTICLE 19
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1999, and shall continue in full force and effect until 11:59 P.M., June 30, 2004. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date set forth above.

LIVINGSTON EDUCATIONAL
SERVICE AGENCY
BUS DRIVERS AND BUS ASSISTANTS
CHAPTER OF LOCAL UNION 2652,
COUNCIL 25, AFSCME, AFL-CIO

BOARD OF EDUCATION
LIVINGSTON EDUCATIONAL
SERVICE AGENCY

By Shirley Beattie
Shirley Beattie

By Claudia L. Beittler
Claudia Beittler

By Virginia Evans
Virginia Evans

By Stephanie Chapin
Stephanie Chapin

By Sherry A. Coddington
Sherry Coddington

By Angela M. Tabor (C.25)
Angela Tabor

By John Johnson
John Johnson, President

By Dr. Kathleen Al-Rubaly
Dr. Kathleen Al-Rubaly
Superintendent

By Janet Q. Hale
Janet Q. Hale
Assistant Superintendent
Human Resources

By James J. McCurdy
James J. McCurdy
Assistant Superintendent-Business

By Larry Mollitor
Larry Mollitor
Supervisor of Operations

APPENDIX A

1. Wages.

Bus Driver (B3)

Step 01	Step 02	Step 03	Step 04	Step 05	Step 06
9.70	10.25	10.80	11.36	11.91	12.51

Step 07	Step 08	Step 09	Step 10	Step 11
13.13	13.79	14.47	14.95	15.43

Bus Assistant (B1)

Step 01	Step 02	Step 03	Step 04	Step 05	Step 06
6.93	7.48	8.03	8.59	9.14	9.60

Step 07	Step 08	Step 09
10.08	10.58	11.11

For each year of the next five (5) years an increase of COLA (minimum 2.0% and maximum not to exceed 3.9%) will be added to each scale.

NOTE: Cost of Living Allowance (COLA) is determined by the general price index used to determine Headlee as reported by the Michigan Department of Treasury.

2. Increments. To go into effect on the anniversary of the Employee's seniority date.

3. Longevity. All Employees with fifteen (15) through nineteen (19) years of service with the Agency on September 30 of any school year will receive an additional \$300. Employees with 20 (twenty) or more years of service with the Agency on September 30 of any given school year will receive an additional \$600.

Staff will be given the option of treating the longevity as a separate pay or part of the regular pay for tax purposes only.

LETTER OF UNDERSTANDING

At the Employer's discretion, a Transportation Employee may be asked to assist in the day-to-day operation of the bus garage. This may include assisting with the following tasks:

- process time sheets
- answer phones and radio
- assign new students to routes
- assign driver and assistant
- assign trips
- perform other miscellaneous office functions as they relate to the operation of the Transportation Department, with the exception of disciplinary action.

The Employee will be paid at his/her regular wages. Normal procedures will be utilized to cover any runs that will be missed. If a run cannot be covered, the Employee will complete a run.

If a bus driver's attendance is required at an IEPC, the regular driver will be asked before the employee assisting in the office. The union chairperson or steward will be consulted prior to sending the employee assisting in the office to a conference or an outside meeting.

This Letter of Understanding is not to be utilized as setting a precedent or past practice for exclusive bargaining unit work. The L.E.S.A. Board of Education reserves the right to assign the tasks or position described herein to Employees outside the bargaining unit.

