

7034

6/30/97

**AGREEMENT**

**between**

**CHELSEA SCHOOL DISTRICT**

**and**

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

**1994-1997**

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## ARTICLE 1

### RECOGNITION

(1) Purpose

It is the general purpose of this Agreement to promote the mutual interests of the Employer and its employees and to provide for the performance of services operated by the Employer under methods which will further economy and efficiency of operation, protection and safety of students, and avoidance of interruption to service. The parties to this Agreement will cooperate to secure the advancement and achievement of these purposes and will promote orderly and peaceful labor relations.

(2) Recognition

Pursuant to and in accordance with the Certification of Representative in MERC Case No. R93 H-148, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All regularly scheduled full and part-time bus drivers and special education bus monitors employed by the Employer, excluding substitute bus drivers and monitors, supervisors and all other employees of the District.

(3) Identification of Parties

The word "employee" as used in this Agreement shall mean any member of the bargaining unit as defined in subparagraph (2) of this Article. The word "Union" shall refer to the International Union of Operating Engineers, Local 547 A, B, C, E & H, AFL-CIO. The word "Employer" shall refer to the Chelsea School District, acting through its Board of Education and administration.

## ARTICLE 2

### EMPLOYER RIGHTS

- (1) Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities, and authority under the Michigan School Code, or any other laws or regulations. Except as is otherwise specifically provided in this Agreement, all the rights, powers and authority the Employer had prior to this Agreement are retained by the Employer.

- (2) It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue vest exclusively in and be exercised exclusively by the Employer 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:
- (a) Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Employer.
  - (b) Continue its rights of assignment and direction of personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change work or school hours or days as well as transportation time schedules.
  - (c) Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
  - (d) Determine the services, supplies and equipment necessary to continue its operations and to determine all standards of operation, the means, methods and processes of carrying on the work.
  - (e) Determine the qualifications of employees, including physical and mental conditions. In making determinations regarding the physical and/or mental condition of an employee, the Employer shall rely upon the diagnosis and prognosis of physician(s), psychiatrist(s) and/or psychologists who have evaluated the employee's ability to perform his position responsibilities.
  - (f) Determine the placement of operations, services, and maintenance, contracting (for cooperative transportation programming with K-12 Districts and Washtenaw ISD) or distribution of work.
  - (g) Determine financial policies and procedures.
  - (h) Determine job content, job descriptions and the essential and marginal functions of jobs within the bargaining unit.
  - (i) Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
  - (j) Determine the policy affecting the selection, testing or training of employees.
  - (k) Establish courses of instruction and in-service training programs for employees.
  - (l) Plan, alter, modify, change or discontinue bus routes and/or the assignment or reassignment of buses to routes.

- (m) Adopt work rules, standards and regulations not in conflict with the terms of this Agreement.
- (3) The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

### ARTICLE 3

#### UNION SECURITY

- (1) Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union or pay a Service Fee to the Union equivalent to the amount of dues uniformly required of the members of the Union, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such Service Fee directly to the Union or authorize payment through payroll deduction the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the written request of the Union, deduct the Service Fee from the bargaining unit member's wages and remit same to the Union under the procedures provided below.
  - A. The procedure in all cases of non-payment of the service fee shall be as follows:
    - 1. The Union shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Employer in the event compliance is not effected.
    - 2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Union may request the Employer to make such deduction pursuant to this Article.
    - 3. The Employer, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Union or has authorized payroll deduction of same. Additionally, the bargaining unit member may request that the Employer withhold or suspend involuntary wage deduction due to any asserted legal infirmity with the Union's internal procedures by which bargaining unit members may protest the calculation of the agency shop/service fee which is alleged to be not properly chargeable to bargaining unit members who elect not to become members of the Union.

4. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected. Said deductions shall be made according to a schedule as is applicable to the Employer's other unionized employee groups.

(2) Due to certain requirements established in recent Court decisions, the Union represents that the amount of the service fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the service fee by non-members shall be activated thirty (30) days following the Union's notification to non-members of the service fee for that given school year.

(3) The Union will certify at least annually to the Employer, fifteen (15) days prior to the date of the first payroll deduction for membership dues and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said membership dues and the amount of service fee to be deducted by the Employer, and that the service fee includes only those amounts permitted by this Agreement and by law.

The Union also agrees to furnish the Employer, upon request, with such information as may be reasonably necessary for the Employer to review the legal sufficiency of the Union's notice and objection procedures whereby non-members of the Union can challenge service fees established by the Union. The Union shall also furnish the Employer with that information which is annually distributed to non-members or objectors.

The Union agrees to promptly notify the Employer of any future litigation where an order (of a Court, administrative agency or arbitrator) has been issued preventing the Union from implementing its policies regarding objections to political-ideological or other expenditures. In that event, the parties shall promptly meet to examine the impact of the order upon the union security provisions of this Article.

In the event that the Union fails to provide certification or information as called for in this Article above, the Employer shall have the right, upon one week's notice to the Union's Business Representative, to discontinue all involuntary dues deductions for representation service benefit fees contained in this Article until such time as the Union has fully complied with the provisions of this Article.

(4) The Employer shall deduct the authorized amount from each employee's pay and transmit the total deductions to the Financial Officer designated by the Union within fifteen (15) days following the last pay period in the month, together with a list of each employee for whom deductions were made. The Employer shall not be required to make any dues deductions in preference to legally-required deductions, or if any employee's pay in any pay period is not sufficient to cover such dues. The Employer assumes no responsibility for any errors in making such deductions other than to correct such errors when notified of the discrepancy. In the event of overpayment, the Union agrees to refund such monies forthwith.

- (5) An employee who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body, or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Union membership or otherwise financially support the Union as a condition of employment. However, such employee shall be required, in lieu of periodic dues, service fees and/or initiation fees, to make a donation equivalent to the service fee amount to a charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The charitable organization to which donation is made shall be designated by the employee from a list of three charities designated annually by the Union. The employee, upon request of the Union or the Employer, shall provide verification of the donation.
- (6) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the Employer in reliance upon information furnished to the Employer by the Union in the course of enforcing this Article. Further, the Union agrees to indemnify and save the Employer, the Board of Education, the individual members of the Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorneys fees or other forms of liability as well as all Court and/or administrative agency costs that may arise out of or by reason of, action by the Employer or its agents for purposes of complying with the union security provisions of this Agreement. The Union also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

#### ARTICLE 4

##### UNION REPRESENTATION

- (1) The Union shall advise the Board, in writing, of the names of all Stewards (and their alternates) and local Union officers within ten (10) days of their election or appointment. The Employer shall not be required to recognize or deal with any employee as a representative of the Union other than those designated in the manner described above.
- (2) Upon request by the Union, and the presentation of proper credentials and notification to the Employer, Officers or Business Representatives of the Union shall be admitted onto the Employer's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided said visitation shall not interrupt or disrupt normal operations.
- (3) Union Stewards, Officers and Business Representatives shall represent the bargaining unit members and shall be authorized to resolve grievances and other matters on behalf of such bargaining unit members in any step of the grievance procedure provided in this Agreement. Any grievances and matters resolved with the Employer or its representatives shall be final and binding upon the employees, the Union and the Employer.

- (4) Except with the express prior agreement of the Employer, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any Union activities whatsoever. It is understood and agreed that if at any time, and by prior mutual agreement with the Employer, such procedures are handled within the time of normal assigned duties (for which the employee would otherwise be compensated) the employee(s) involved shall suffer no loss of pay.
- (5) Any new bargaining unit member shall be introduced to the Chief Steward when starting work or the Steward shall be supplied the following information within the employee's first week of employment: name, address, social security number, classification, job location and assignment/route.
- (6) During his/her term of office the Chief Steward shall be deemed to head the seniority list (in his/her seniority classification) for the purpose of lay-off and recall only; provided he is qualified to do the required work. Upon termination of his/her term, he/she shall be returned to his regular classification seniority status.

## ARTICLE 5

### JURISDICTION

- (1) Supervisory employees and non-bargaining unit employees may properly be utilized to perform bus driving responsibilities when the total number of students to be transported is ten (10) or fewer. Supervisors and mechanics shall likewise be permitted to perform bargaining unit work to instruct or train employees, to fill personnel shortages, or to make assessments of route times or efficiencies of a particular run.
- (2) Without limitation of the above, non-bargaining unit employees (excluding substitutes) may properly be utilized to perform bus driving responsibilities for alternative education and/or special education students as a part of specialized work programs involving those pupils. When non-bargaining unit members use school transportation vehicles, the Employer shall be responsible to see that vehicles are cleaned and fueled. Should a regular driver be assigned to fueling and/or cleaning, they shall receive one-half hour pay.

## ARTICLE 6

### SENIORITY

- (1) Probationary Period

A new employee hired as a regular driver shall be in a probationary status for the first 180 work days. There shall be no seniority for probationary employees, and laid off, suspended, or discharged probationary employees shall have no recourse to the terms of this Agreement.



If at any time prior to the completion of the probationary period, the employee's work performance is regarded as unsatisfactory by the Employer, the employee may be dismissed without appeal. Probationary employees who are absent on scheduled work day(s) shall work additional day(s) equal to the number of day(s) absent, and such employees shall not have completed their probationary period until these additional day(s) have been worked.

(2) Seniority Defined

Upon satisfactory completion of the probationary period, seniority shall begin to accrue from that point forward. If two (2) or more employees complete their probationary periods on the same date, the employee having the lowest last four (4) digits of his social security number shall be deemed to be the most senior. A break in employment of not more than twelve (12) calendar months by reason of lay-off, or an authorized leave of absence shall not cause a loss of seniority and seniority shall continue to accrue during such intervals.

(3) Seniority Classifications

The seniority classifications recognized under this Agreement shall be: Bus Driver and Bus Monitor. All seniority under this Agreement shall be by classification. Seniority may be exercised only in the classification in which it is accumulated.

Seniority in classification shall be as of the date of entry into that classification, except for a probationary employee, in which case seniority shall only begin to accrue after completion of the probationary period, as specified in (2) above. Movement from one classification to another shall not terminate seniority that the employee has previously accumulated in the other seniority classification under this Agreement, provided there has not been a break in continuous employment. However, seniority shall not continue to accrue in the new classification.

(4) Seniority Lists

The Employer shall prepare and maintain a single seniority list, copies of which shall be furnished to the Union within sixty (60) days after the execution of this Agreement and annually thereafter. The Union shall notify the Employer within thirty (30) days after receipt thereof of any error. If no objections are received within that time as to the accuracy of the seniority list, the Employer's list shall be regarded as conclusive.

The names (by classification) of all employees in the bargaining unit at the time of the preparation of the seniority lists shall be listed in order of their service dates, starting with the employee with the greatest amount of seniority at the top of each such list.

(5) Loss of Seniority

Seniority (in all pertinent classifications) shall be lost for the following reasons:

- (a) The employee quits (including, but not limited to, situations where a settlement has been made with the employee for separation).
- (b) The employee retires.
- (c) The employee is discharged (and not reinstated through procedures set forth in this Agreement).
- (d) The employee takes an unauthorized leave of absence, or fails to return from an authorized leave of absence on the agreed upon date, unless the Employer and the employee shall have otherwise expressly agreed in writing.
- (e) The employee is absent for three (3) consecutive work days without notifying the Employer, in which case the employee shall be considered a voluntary quit.
- (f) The employee gives a false reason in requesting a leave of absence.
- (g) The employee is laid off and has not worked for the Employer for a continuous period exceeding twelve (12) months. The employee is on medical leave and has not worked for the employer for a continuous period exceeding twenty-four (24) months.
- (h) The employee falsified information on his/her application for employment.
- (i) The employee fails to return to work within five (5) working days after issuance of a notice of recall to the last known address of the employee as shown on the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address.

The enumeration of the above conditions for automatic loss of seniority (and separation from employment) shall not be regarded or construed as limiting the Employer's right to discipline, the exercise of such right being subject to any express restrictions negotiated as part of this Agreement.

- (6) Seniority which was accumulated as of the date a bargaining unit member is assigned to a supervisory position shall be retained for an employee who accepts a supervisory position dealing with classifications covered by this Agreement. The employee shall have the right to exercise this seniority and return to the bargaining unit in the event he/she vacates said supervisory position.
- (7) The parties agree that the seniority dates mutually recognized and accepted by the Employer and the Chelsea Transportation Association (for those persons in the Bus Driver seniority classification) as of the MERC Certification date (June 20, 1994) shall be the seniority dates recognized for purposes of implementing this Article as part of the initial collective bargaining agreement.

## ARTICLE 7

### DISCHARGE AND DISCIPLINARY ACTION

- (1) No seniority employee (i.e. a bargaining unit member who has completed his/her probationary period under this Agreement) shall be disciplined or discharged without just cause. The just cause standard is inapplicable to probationary employees, as defined in Article 6(1) of this Agreement. The Employer will provide a discharged seniority employee a notice of discharge with reasons therefore, in writing, at or prior to the time of discharge. The Chief Steward shall be notified of the discharge by the Employer.
- (2) Any employee who fails to maintain proper standards of conduct or to discharge his/her responsibilities shall be subject to such disciplinary action as the Employer shall determine, consistent with the provisions of this Agreement.
- (3) The employee has the right to have a designated representative of the Union present at any meeting at which the employee is to be disciplined, provided that the meeting need not be delayed for an unreasonable time pending the arrival of such representative, and in no event shall the Employer be restricted from taking such protective action as the Employer may determine to be necessary to secure the rights of students and others pending the holding of the meeting.
- (4) Should a seniority employee believe he/she has been unjustly discharged or disciplined, he/she may submit a grievance directly at Step 2 of the Grievance Procedure. Appeal to Step 4 (Arbitration) in disciplinary matters involving seniority employees is limited to discharge and discipline involving loss of pay.

## ARTICLE 8

### UNPAID LEAVES OF ABSENCE

- (1) Illness and Disability Leave:
  - (a) Leaves of absence for periods not to exceed twelve (12) months shall be granted without pay for any of the following reasons:
    - (1) Personal Illness/Disability - an employee shall be entitled to disability leave upon written statement from a physician. During the time of the disability, the employee may utilize (or the Employer may require utilization of ) sick leave benefits to the extent accrued. Upon return from leave, the employee shall be returned to his/her position held at the time of the commencement of leave or to a position that seniority and qualifications entitles him/her.

- (b) Employees accessing leave under this section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence. If the employee must begin medical treatment sooner, notice shall be given by the employee as promptly as is practicable under the circumstances.
- (c) The Employer has the right to receive medical certification from the employee's health care provider regarding the necessity for personal illness/disability leave taken under this section. The employee will facilitate and cooperate in the furnishing of such information, which shall include:
  - (1) The date the illness or disability commenced and the health care provider's best medical judgment concerning the probable duration of the condition;
  - (2) Diagnosis of the illness or disability;
  - (3) A brief statement of the regimen of treatment prescribed for the condition by the health care provider.
  - (4) Either a statement that the employee is unable to perform work of any kind, or a statement that the employee is unable to perform the essential functions of the employee's position, with or without reasonable accommodation.
- (d) The Employer has the right to require that a second medical opinion (at Employer expense) be obtained. If that opinion differs from that of the employee's health provider, the employee and Employer (in consultation with the Union, if requested by the employee) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Employer, the employee and the Union. The cost of this examination shall be paid by the Employer.
- (e) The Employer shall have the right to require recertification during the leave period and medical certification of the employee's fitness to return to duty at the expiration of the leave period.
- (f) An extension may be granted upon request of the employee to extend the leave to total maximum time not to exceed twenty-four (24) months, provided the need for the extension is certified by a physician.
- (g) An employee may be placed on involuntary disability leave status for up to three (3) months for either of the following reasons:
  - (1) Where there is adequate objective (including medical, psychiatric and/or psychological) evidence that the employee cannot perform the essential functions of his/her assignment, with or without reasonable accommodation.

- (2) Where there is adequate objective (including medical, psychiatric and/or psychological) evidence that the employee cannot perform his/her position responsibilities without posing a current and direct risk to the health and safety of the employee and/or others with whom the employee comes into contact during the course and scope of performing job duties. If a direct risk is found to exist, consideration shall be given to whether or not the risk(s) can be eliminated or reduced to an acceptable level through utilization of reasonable job accommodations.

Prior to any placement on involuntary leave the Employer shall give written notice to the bargaining unit member that such action is under consideration and the reasons for such consideration.

Upon request of the employee, a hearing shall take place before the Superintendent (or other designee of the Employer) prior to placement on involuntary leave. During the pendency of this hearing the Employer shall have the right to place the employee on an interim paid leave status, pending a final administrative decision as to the necessity for an involuntary leave.

(2) Leave Administration

- (a) Any leave rights or benefits under this Article shall not be available to probationary employees, as defined in Article 6 of this Agreement. In extenuating circumstances (e.g. bereavement, jury duty, serious personal illness) the Employer may grant probationary employees unpaid leave time.
- (b) Time absent on unpaid leave shall not be regarded as time worked for any purpose under this Agreement, with the exception of seniority rights to the extent provided in Article 6.
- (c) Upon the termination of an unpaid leave under this Article the employee shall be returned to the job (if still in existence) held prior to the commencement of leave unless the leave extends beyond the authorized leave period and the position from which leave was taken has accordingly been declared vacant. All drivers returning to work when the job held prior to commencement of leave is no longer available shall, in that event, first displace any substitute driver who is on a regular schedule of runs. If there are no substitute drivers to displace, the driver returning from leave shall displace the least senior regularly employed driver.
- (d) Employees on unpaid illness/disability leaves of absence, as defined in this Article, shall retain and accrue seniority while on leaves of absences up to a maximum of twenty-four (24) months. Employees shall not accrue sick leave or personal leave entitlement while on unpaid leaves of absence.

## ARTICLE 9

### GRIEVANCE PROCEDURE

(1) DEFINITIONS:

- (a) A "grievance" shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this Agreement.

Grievances must include the following:

1. The name and signature of the bargaining unit member(s) filing the grievance.
2. The specific facts upon which the grievance is based;
3. The applicable portion(s) of this Agreement allegedly violated;
4. The specific relief requested; and
5. The date the grievance occurred and the date the grievance is filed.

- (b) For the purpose of processing grievances, "days" shall be defined as Monday through Friday, excluding all paid holidays and days when the Employer's central administrative offices are closed.

- (1) Time limits in the Grievance Procedure may be extended only upon mutual written agreement of the parties. Any grievance not answered within the time limits by the Employer or its representatives, shall be automatically advanced to the next Step. In this circumstance a grievance shall not be automatically advanced to Arbitration. If the Employer fails to issue an answer at Step Three, the Union shall have twenty (20) days (after the due date of the Step Three reply) to advance the grievance to Arbitration. Any grievance not pursued or appealed by the Union or employee within the time limits hereinafter specified shall be deemed settled on the basis of the Employer's last response and any further proceedings shall automatically terminate.

(2) STEP ONE: TRANSPORTATION SUPERVISOR

(a) Informal Adjustment

Prior to filing a written grievance, the employee shall meet with the Transportation Supervisor for the purpose of attempting to adjust such alleged disagreement without further proceedings. The request for the meeting must be made within five (5) days from the time of the event or omission which is the basis of the grievance. At the employee's or Transportation Supervisor's request, the Steward may participate in this meeting.

(b) Written Complaint and Reply.

If the employee's complaint is not satisfactorily resolved at the informal conference, the employee has five (5) days thereafter within which to file a written grievance with the Transportation Supervisor. The employee and the Chief Steward shall sign the grievance. The Transportation Supervisor shall file a written reply to the grievance within five (5) days of its written filing and receipt. A copy of the Transportation Supervisor's reply will be given to the grievant and the Chief Steward and will be mailed to the Business Representative.

(3) STEP TWO: ASSISTANT SUPERINTENDENT

- (a) Any appeal of a decision rendered by the Transportation Supervisor shall be presented in writing to the Assistant Superintendent of Schools within five (5) days from the date of receipt of the decision rendered by the Transportation Supervisor. The appeal shall be initiated by the Business Representative and shall state the reason or reasons why the decision of the Transportation Supervisor was not satisfactory.
- (b) The Chief Steward and grievant(s) shall meet with the Assistant Superintendent of Schools to discuss the grievance within five (5) days of its written submission to the Assistant Superintendent of Schools. At the Steward's or Assistant Superintendent's request, the Business Representative may participate in this meeting.
- (c) The Assistant Superintendent of Schools shall give his/her decision in writing relative to the grievance within five (5) days from the date of the above meeting. A copy of the reply will be given to the Grievant and the Chief Steward and will be mailed to the Business Representative.

(4) STEP THREE: SUPERINTENDENT

- (a) Any appeal of a decision rendered by the Assistant Superintendent of Schools shall be presented in writing (with the endorsement of the Union) to the Superintendent of Schools, or his designee, within five (5) days from the date of receipt of the decision rendered by the Assistant Superintendent of Schools. The appeal shall be initiated by the Business Representative and shall state the reason or reasons why the decision of the Assistant Superintendent of Schools was not satisfactory.
- (b) The Superintendent of Schools, or his/her designee, shall then meet with a Business Representative of the Union, the grievant (and a Steward, at the option of the Union) within ten (10) days from the date of submission of the appeal of the grievance to the Superintendent of Schools.

- (c) The Superintendent of Schools or his/her designee shall give his/her decision in writing relative to the grievance within five (5) days of the date of his/her meeting with the Business Representative of the Union. A copy of the reply will be given to the Grievant and the Chief Steward and will be mailed to the Business Representative.

(5) STEP FOUR: ARBITRATION

Only the Union shall have the right to process or appeal a grievance to Arbitration.

- (a) If the Union is not satisfied with the disposition of the grievance at Step Three, it may within ten (10) days after receipt of the decision of the Superintendent appeal the matter to arbitration, in writing, and request the appointment of an arbitrator to hear the grievance. The Union and Employer shall attempt to jointly agree to the appointment of an Arbitrator to decide the dispute. If no agreement upon the appointment of an Arbitrator is reached within twenty (20) days of the Union's receipt of the Superintendent's disposition, the Union shall have the right to refer the matter to FMCS, in writing, not later than thirty (30) days after receipt of the Superintendent's disposition. The appeal shall request that the roster contain only arbitrators located within 200 miles of the District.
- (b) Neither party may raise a new defense or ground during the arbitration proceeding which was not disclosed by Step Three.
- (c) The powers of the Arbitrator are subject to the following limitations:
  - (1) He/she shall have no power to add to, subtract from, disregard alter or modify any of the terms of this Agreement. His/her power shall be limited to determining the rights of the parties under this Agreement.
  - (2) He/she shall have no power to establish wage scales or to change any negotiated wage rate.
  - (3) He/she shall have no power to rule upon the termination of services of or failure to re-employ any probationary employee.
  - (4) He/she shall have no power to change any practice, policy, or rule of the Employer, except as those have been conditioned by the terms of this Agreement .
  - (5) He/she shall have no power to interpret state or federal law or to decide any grievance raising a claim for which there is a remedial procedure established under State or Federal law or regulation.



- (6) He/she shall not hear any specific grievance which was previously dismissed or withdrawn from the Grievance Procedure.

More than one grievance may not be considered by the Arbitrator at the same time except upon the express written mutual consent of the parties and then only if the grievances are of a similar nature. The cost of the Arbitrator shall be borne by the losing party, as determined by the Arbitrator.

- (d) If either party disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the issue of arbitrability. By stipulation of the parties, the Arbitrator shall have the authority to concurrently hear both the jurisdictional issues and the merits of the dispute in the same proceeding. Should the Arbitrator determine that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits. Submission of jurisdictional issues to the Arbitrator shall not be regarded as a waiver by either party of its right to institute civil litigation contesting either the authority of the Arbitrator or any award allegedly rendered in excess of such authority.
- (e) The Opinion and Award of the Arbitrator shall be final, binding and conclusive upon the Union, Employer and employees. Any litigation to vacate or enforce the Arbitrator's award must be initiated within six (6) months of issuance of the Opinion and Award.

(6) GENERAL PROCEDURES

- (a) The Employer shall not be required to pay back wages more than thirty (30) days prior to the date a written grievance is filed.
- (1) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned or could have reasonably earned less any compensation that he/she may have received from any source during the period of back pay.
- (2) No decision in any one case shall require a retroactive wage adjustment in any other case.
- (b) All preparation, filing, presentation or consideration of grievance shall be held at times other than when an employee or participating Union Steward is to be at his/her assigned duty station, except as otherwise mutually agreed to the contrary between the Employer and Union.
- (c) Notwithstanding the expiration of this Agreement any grievance arising and filed during the term of this Agreement (as defined in Article 18 - Term of

Agreement) may be processed through the Grievance Procedure until resolution. It is understood by the parties that no grievance shall be filed or based upon any prior or previous Agreement or upon an alleged circumstance occurring prior to the effective date of this Agreement. Further, grievances filed after the expiration of this Agreement shall not be processed beyond the Step Three under these procedures unless otherwise specifically agreed in writing by both the Employer and Union.

## ARTICLE 10

### WORKING HOURS AND ASSIGNMENTS

(1) Definitions

- (a) "Extra Trip" or "Extra Run" means any school related or extracurricular activity involving the transportation of more than ten (10) pupils which is not otherwise defined as a run in this Article.
- (b) "Qualified", for purposes of employment in the Bus driver seniority classification, means a bargaining unit member who meets all of the following criteria at the time of assignment:
  - (1) Satisfies all standards for the operation of a school bus, pupil transportation vehicle and/or school transportation vehicle, as may be assigned.
  - (2) Satisfies all pertinent statutory and regulatory standards for the work assigned including, but not limited to, a valid chauffeur's license, the appropriate CDL/group vehicle designation, and a passenger vehicle endorsement.
  - (3) Has successfully completed initial and continuing courses in school bus safety education as well as any required on-road skills tests.
  - (4) Satisfies the physical and mental requirements associated with safe and proper performance of assigned duties, including satisfaction of all standards contained in Regulations issued to implement the Omnibus Transportation Employee Testing Act of 1991.
  - (5) Has not been convicted of any offense specified in Sec. 53(4) of the Pupil Transportation Act or any other offense indicative of unfitness to provide services to students.
  - (6) Has demonstrated capacity to safely and successfully provide service to the students assigned to a particular run, including consideration of documented

job performance (according to an established evaluation system), driving records, job experience and disciplinary history.

- (7) Has not been cancelled or qualified in coverage on the Employer's standard fleet insurance policy.
- (c) "Qualified", for purposes of employment in the Bus Monitor seniority classification, means a bargaining unit member who meets all of the following criteria at the time of assignment:
- (1) Has attained a High School diploma or the equivalent.
  - (2) Satisfies all pertinent statutory and regulatory standards for the work assigned.
  - (3) Satisfies the physical and mental requirements associated with safe and proper performance of assigned duties.
  - (4) Has not been convicted of any offense specified in Section 53(4) of the Pupil Transportation Act or any other offense indicative of unfitness to provide services to students.
  - (5) Has demonstrated capacity to safely and successfully provide service to the students assigned to a particular run, including consideration of documented job performance (according to an established evaluation system), job experience and disciplinary history.
- (d) "Regular Driver" means a qualified member of this bargaining unit in the Bus Driver seniority classification who is assigned to one or more regularly scheduled runs (including Kindergarten runs), a Special Education run or a Vocational Education run.
- (e) "Regular Run" or "Regular Route" means a transportation route, established by the Employer, for transporting students to and from their residences in connection with regularly conducted academic programming within the School District, including Kindergarten runs/routes and Swim runs/routes.
- (f) "Special Education Run" or "Special Education Route" means a transportation route, established by the Employer, primarily for the transport of children to special education facilities or programming outside the District
- (g) "Vocational Education Run" or "Vocational Education Route" means a transportation route, established by the Employer, primarily for the transport of children to vocational or other education facilities or programming outside the District.

(2) Compensated Time

- (a) A minimum of 1-3/4 hours per regular route/run will be paid. This shall be inclusive of 1-1/2 hours actual driving time (including transfers) as well as 15 minutes for driver responsibility for following up on student discipline matters, consulting with supervisors, parental contacts, gassing, cleaning the bus interior, pre-trip and post-trip checks, and warming up. If the actual driving time on a regular route/run exceeds 1-1/2 hours, the driver will be compensated for the excess driving time and will still be required to perform all of the responsibilities designated above.
- (b) Bargaining unit members shall be paid at the extra trip rate for time spent at mandatory group meetings called by the Employer. Regular rate will be paid for continuing courses in school bus safety or to take the required on-road skills test (as required by the State) as well as for parental or student discipline meetings called by the Employer.
- (c) Bargaining unit members shall be compensated at their regular rate for delays attributable to adverse weather conditions, mechanical problems or other emergency where actual route time (inclusive of the delay) exceeds 1½ hours.

(3) Overtime

- (a) Bargaining unit members shall be compensated at the rate of one and one-half (1-1/2) times their regular rate for all hours worked in excess of forty (40) hours in the same work week. Paid absences or other paid or unpaid leaves under this Agreement shall not be considered as time worked for the purpose of overtime computation or eligibility.
- (b) The Employer shall have the right to limit the combination of regular and extra runs for an individual driver so as not to exceed forty (40) hours in one week. The Employer shall have discretion to make exceptions to these standards where necessary to meet the operating requirements of the District.

(4) Inclement Weather

- (a) Bargaining unit members shall receive their regular rate of pay for days of student instruction (as indicated on the school calendar) which are cancelled because of inclement weather, fires, epidemics, mechanical breakdowns, or health conditions. For each scheduled day of student instruction which is not held because of inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined, by city, county, or state health authorities) the bargaining unit member shall be required to work on a rescheduled date by the end of the school year. The rescheduled day may be used, at the Employer's option, for either student instruction purposes or for employee meetings and/or inservice activities. No wages shall be paid to bargaining unit members for any rescheduled days unless such rescheduled time exceeds the time paid to the employee at the time of the cancellation, in which case the bargaining unit member shall receive their regular driving rate for the additional time.

(5) Bidding of Runs

- (a) All Regular Runs (including kindergarten, Special Education, Vocational Education, and Swim runs) will be established by the Employer and posted not later than August 1. Drivers/monitors shall be awarded runs based on seniority provided they have the necessary qualifications for the runs they bid. In the event a senior (non-probationary) driver/monitor is denied a bid or removed from a run due to disciplinary reasons or lack of qualifications, he/she shall be advised in advance by written notice of the Employer's rationale for that determination, and shall retain the right to grieve such determination.
- (b) Drivers shall have the right to bid on routes until August 15. Written bids must be submitted to the Transportation Supervisor by 3:00 p.m. on that date. Bidding will be governed by classification seniority and qualifications. Runs will be selected on a seniority basis, with the most senior driver/monitor who is qualified bidding first, etc. If a driver/monitor is denied a bid on the grounds of qualifications, the Employer shall provide a written explanation for that determination and the employee shall have the right to grieve such determination.

(6) Vacancies

- (a) A "vacant" route shall be defined as a newly created permanent regular route or as an opening in a regular bus run (including Special Education run, Vocational Education run, Kindergarten run) which occurs due to the death, retirement, resignation or other permanent separation of the driver assigned to the run and which opening is not filled during the annual bidding process. If a driver is on an unpaid leave for twelve (12) or more consecutive months, his/her position shall be considered "vacant".
- (b) When a vacancy occurs after the annual bidding meeting in a Special Education, Vocational Education route, Kindergarten run or Swim run, it shall be posted and awarded within five (5) days of the vacancy. The vacant route shall be bid at a meeting of bargaining unit members. Any vacancies resulting from the award of the initial vacancy shall likewise be bid at the same meeting. There shall be a maximum of two (2) bid meetings, as described above, during any school year. Bids will be awarded on the basis of classification seniority and qualifications.
- (c) Vacancies occurring in regular routes (other than Special Education-Vocational Education routes, Kindergarten runs or Swim runs) after August 15 shall be filled on a temporary basis with a substitute until the conclusion of the semester, at which time they will be bid in accordance with the procedures set forth in Section (5) of this Article.
- (d) A "temporary vacancy" in a special education or vocational education route shall exist when the driver regularly assigned to that route has been absent for more than three (3) consecutive work days and has not returned to work. In the event of an

absence of less than three consecutive work days, the Employer may fill the temporary vacancy in the manner described in this paragraph. Drivers having interest in filling temporary vacancies in Special Education or Vocational Education routes shall sign a list at the beginning of each semester. When a temporary vacancy occurs in a Special Education route or Vocational Education route, the most senior qualified and available driver whose name is on the substitute list shall be offered an opportunity to take the route of the absent driver. The position of the latter driver (i.e., the driver temporarily taking the Special Education route or Vocational Education route) shall be filled by a substitute for the duration of the temporary vacancy.

(7) Extra Trips

- (a) All extra trips shall be posted for bargaining unit members to bid on. The approximate trip time will be listed on the trip posting. Assignments will be made by trip hours (i.e. least charged hours for that semester), then by classification seniority. No driver shall receive extra trips before driving sixty (60) work days unless no other driver is available. Trip hours will be totaled and charged by semester with hours starting over at the beginning of each semester.
- (b) All extra trips will be paid at the extra trip rate. In the event an extra trip is cancelled with less than one hour's notice, the scheduled driver shall receive 1-3/4 hours pay. If a driver fails to report for an assigned extra-trip, 1-3/4 hours at the trip rate will be deducted from his/her next pay.
- (c) Vehicles used for extra trips shall be cleaned and fueled following each extra trip. Should a driver fail to clean or fuel said vehicle, the driver shall have one-half (1/2) hour deducted from their pay for the extra trip.

(8) Layoff and Recall

- (a) "Layoff" shall be defined as a determination by the Employer to effectuate a reduction in the work force, which reduction is implemented either by discontinuing the employment of a designated number of individual bargaining unit members and/or through a reduction in the hours assigned to positions within the bargaining unit. The Employer reserves the right to select the routes and/or assignments to be reduced. Bargaining unit members shall receive five (5) work days notice of layoff, except in case of emergency.
- (b) Seniority shall be applicable as a factor along with certification and qualifications in layoffs and recalls.
  - (1) "Seniority" shall be as defined in Article 6 of this Agreement.
  - (2) "Certification" shall be defined as possession of a valid license, vehicle group designation and endorsement appropriate for the assignment.

- (3) "Qualifications" shall include those criteria identified in Section (1) of this Article.
- (c) When the Employer determines to institute a layoff, employees shall be reduced by classification in order of least seniority, provided that there are remaining employees within the same seniority classification who possess the certification and qualifications required to perform the assignments vacated by the laid off employee(s). This may necessitate the re-bidding of remaining runs.
- (d) The Employer shall recall employees from layoff according to classification seniority, provided that the recalled employee is certified and qualified (at the time of recall) to perform the available work. The obligation of the Employer to recall a laid off employee shall terminate twelve (12) months following lay off.
- (e) Notices of recall shall be sent by certified mail, return receipt requested, to the bargaining unit member's last known address as shown on the Employer's records. It shall be the bargaining unit member's responsibility to keep the Employer notified of his/her current mailing address. A recalled employee shall be given five (5) work days from award of a route to report to work. The Employer may fill the open position on a temporary basis until the recalled employee is scheduled to report for work. A bargaining unit member who declines recall to perform work in their seniority classification for which he/she is certified and qualified to perform under this Agreement shall forfeit his/her seniority rights under this Agreement and shall have no contractual entitlement to recall or re-employment.
- (f) A bargaining unit member who is paid unemployment compensation benefits during the summer months chargeable to the Employer and who is subsequently employed in the bargaining unit in the ensuing school year (for a full school year of student attendance days) shall have his/her compensation for that school year adjusted such that his/her unemployment compensation benefits received plus adjusted compensation will be equal to the total compensation he/she would have earned for the ensuing school year had he/she not received unemployment compensation benefits during the summer months.

## ARTICLE 11

### PAID LEAVES

#### (1) Sick Leave

- (a) Bargaining unit members will accumulate at the rate of one (1) sick day per month worked (September through May) to a maximum of nine (9) days per fiscal year (July 1-June 30). A bargaining unit member must be at work on at least half of the scheduled work days during a month in order to receive sick leave credit or accumulation for that month.

- (b) Unused sick leave shall be accumulative to a maximum of seventy (70) days.
- (c) Bargaining unit members may utilize sick leave for the following reasons:
  - (1) Any physical or mental condition which disables an employee from rendering services; but excluding any condition compensable by Workers' Compensation or resulting from other employment. Sick leave may be used for a disability resulting from pregnancy.
  - (2) Any communicable disease which would be hazardous to the health of students, employees, or other persons using the facilities or services of the Employer.
  - (3) Emergency medical, dental, or health care which cannot reasonably be deferred and which cannot be scheduled outside of the employee's scheduled work time.
  - (4) Up to five (5) days per school year for the care of a spouse, parent or child with a serious health condition. Upon good cause, the Transportation Supervisor may allow up to an additional five (5) days for this purpose.
- (d) In order to be eligible for payment of sick leave, a bargaining unit member must notify the Transportation Supervisor of absence as soon as practicable but not later than 6:00 AM for regularly scheduled morning runs and at least one hour prior to the start of any other run. Contact shall be made to a phone number(s) provided by the Transportation Supervisor to bargaining unit members. Within twenty-four (24) hours of return to work, the bargaining unit member shall complete and sign the form provided by the Employer for recording the use of sick leave.
- (e) The Employer may require that any employee applying for use of sick leave for any particular day(s) or absence procure a doctor's certification of illness or disability for the day(s) absent where the Employer has reasonable cause to suspect misuse or abuse of sick leave. When applying this provision employees shall be given advance notice by the Employer. Unauthorized failure to obtain such certification shall constitute a sufficient basis for denial of use of sick leave and/or for disciplinary action.
- (f) The Employer may require any employee to submit to a physical or mental examination by an appropriate practitioner selected by the Employer for purposes of: verifying an employee's eligibility for leave under any provision of this Agreement; to evaluate fitness for duty where the Employer has reasonably founded concerns related to job performance or safety; to comply with state and/or federal statutes requiring periodic examinations; or to assess an employee's fitness for return to duty. The Employer shall pay the cost of any physical or mental examination required under this section.



(2) Emergency/Personal Business Leave

- (a) Each year two (2) days shall be granted for the purpose of conducting personal business which cannot normally be carried on before or after work hours or on weekends. Probationary employees shall be ineligible for use of personal business leave, except in extenuating circumstances as approved by the Transportation Supervisor.
- (b) Notification of desire to take a personal business leave day shall be filed in writing with the Transportation Supervisor at least three (3) days in advance, except in cases of emergency when shorter notice may be acceptable. The request shall indicate that the circumstances necessitating the leave are consistent with the purposes of this section and will constitute the bargaining unit member's verification to that effect.
- (c) Personal business leave shall not be used for recreation, engaging in other work, or for vacation. Such days shall not be taken immediately before or after a school holiday, vacation or recess period.
- (d) Unused emergency/personal business leave shall be added to a bargaining unit member's sick leave accumulation at the conclusion of the fiscal year (June 30).

(3) Bereavement Leave

- (a) A maximum of three (3) days of leave per occurrence shall be granted for a death in the bargaining unit member's immediate family (defined as: spouse, parent, parent-in-law, grandparent, grandparent-in-law, child, stepchild, grandchild, or sibling). Extensions of time of up to two (2) additional days may be requested of the Employer, with such time to be deducted from sick leave or taken as unpaid days, if sick leave has been exhausted.

(4) Jury Duty or Court Appearance Leave

- (a) An employee who is summoned and reports for jury duty shall be paid by the Employer an amount equal to the difference between the amount of wages the employee otherwise would have earned by working for the employer on that day (excluding any extra runs) and the daily jury fee paid by the Court (not including travel allowances or reimbursements of expense), for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work.

This payment provision shall also apply when the employee is subpoenaed as a witness in judicial or administrative hearing, so long as the employee and/or the Union are not adverse parties to the Employer in that judicial or administrative proceeding.

Bargaining unit members shall be paid the regular rate when subpoenaed for any court appearance regarding their route or something that happened on their route connected with performance of job responsibilities. A school representative will accompany the driver to the court appearance.

- (b) In order to receive payment, an employee must give the Employer prior notice that he has been summoned for jury duty or subpoenaed as a witness, and must furnish satisfactory evidence that he reported for or performed such acts on the days for which he claims payment.
- (5) Time absent on paid leave shall not be regarded as time worked for any purpose under this Agreement with the exception of eligibility for fringe benefit programs as specified in Article 15. However, seniority shall continue to accrue during paid leave taken under this Article.

## ARTICLE 12

### HOLIDAYS

- (1) The following shall be considered as holidays for the purposes of this Agreement:
  - (a) New Years Day.
  - (b) Memorial Day.
  - (c) Fourth of July (for those employees working regular summer assignments)
  - (d) Labor Day (when the student school year begins prior to Labor Day)
  - (e) Thanksgiving Day and Day after Thanksgiving.
  - (f) Christmas Day.
- (2) To be eligible for holiday pay, an employee must:
  - (a) Have seniority under Article 6 of this Agreement on the date the holiday occurs.
  - (b) Have worked in full the Employer's regularly scheduled work day immediately prior to and the Employer's regularly scheduled work day immediately subsequent to the holiday, unless either or both of the above requirements are waived in the discretion of the Employer or unless the employee is ill, as verified by a physician's statement.
  - (c) Be otherwise scheduled to work on such day if it had not been observed as a holiday.
- (3) No holiday for which an employee is paid and during which the employee did not work shall be considered or treated for purpose of any overtime calculation as time actually worked by such employee.
- (4) Employees covered by this Agreement who do not work on the holidays designated above and who satisfy the eligibility requirements set forth above, shall be compensated for such

holiday based on the number of regular run hours normally worked. If the driver has received a waiver of eligibility under paragraph (2) (b), above, his/her holiday pay shall be based on the number of regular run hours normally worked..

### ARTICLE 13

#### EMPLOYMENT QUALIFICATIONS

- (1) Bus Drivers and Bus Monitors must at all times adhere to the qualification standards set forth in Article 10 ¶ (1) (b) and 10 (1) (c) of this Agreement.
- (2) All Bus Drivers must successfully pass physical examinations as required by state or federal laws (including all standards contained in the Regulations issued to implement the Omnibus Transportation Employee Testing Act of 1991). Physical examinations shall be given by a school designated physician and the cost of the examination shall be paid by the Employer.
- (3) Bus Drivers must satisfy all licensing, certification and training requirements imposed by federal and state laws and the Employer. The Employer shall pay the cost of the Chauffeur's license, appropriate vehicle group designation and appropriate vehicle endorsement required for performance of assigned duties. If a Driver is separated from employment (other than by retirement) within the lifetime of the license, vehicle group designation or vehicle endorsement, the Driver shall have deducted from his/her final check, a proportionate share of the cost of the license, group designation and/or endorsement based upon the number of years remaining on said license, group designation or endorsement.

Example: The cost of a license is \$100 for a period of four years. The driver quits two years after the license is issued. The driver will have \$50 deducted from his/her final check.

### ARTICLE 14

#### STUDENT DISCIPLINE

- (1) The parties declare their mutual commitment to the safe transportation of pupils and recognize the importance of effective student management in achieving that goal. At the beginning of the school year, the Employer shall issue transportation regulations for student conduct. Bus drivers shall distribute copies of these rules to students assigned to their routes and shall be responsible for enforcement of these rules, in accordance with School District policy.
- (2) The Employer shall also make available to bargaining unit members copies of School District policies relative to the handling of student disciplinary matters, including policies relative to

use of physical force/corporal punishment. Bargaining unit members shall have responsibility for following these policies and shall report all disciplinary incidents to the Transportation Supervisor on forms provided by the Employer.

- (3) The Employer's administration and bargaining unit members shall cooperate in student disciplinary matters through appropriate documentation of disciplinary incidents, initiation of parental contacts, meetings and like activities designed to promote student conduct that conforms to School District regulations.

## ARTICLE 15

### INSURANCE

(1) Hospitalization Insurance.

During the annual open enrollment period bargaining unit members in the Bus Driver classification who drive a minimum of seventeen and one-half (17.5) hours per week shall make a written election to participate in either Plan A or Plan B, as specified below. Once made, this election may be changed before the next open enrollment period if there is a compelling family circumstance necessitating enrollment change which is permitted by the insurance carrier. For purposes of determining eligibility to participate in insurance programs, the number of hours will be averaged from all paid hours of the previous year.

- (a) Plan A - Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or carrier, the Employer shall make premium payments for single subscriber coverage for all eligible bargaining unit members (as defined above). At the driver's option and expense, this coverage can be expanded to include spouse and/or children.
- (b) It is understood that drivers electing Blue Cross/Blue Shield will have their premiums paid only during the months they work. Drivers not driving year-round will make the July and August payments for the Blue Cross/Blue Shield coverage. (Blue Cross begins on October 1 and runs through September 30.)
- (c) The Blue Cross/Blue Shield plan shall have the following described coverage and riders:

Comprehensive Hospital, D45NM

Riders: ML DCCR/DC, FAE/RC, SA/SD, COB-2, XF  
and Reciprocity, ICMP, RM, RPS, HCB1

Master Medical Option IV

\$5.00 preferred RX prescription drug program, with mail order

prescription drugs at 50% of co-pay

- (d) Plan B - Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or carrier, the Employer shall make premium on behalf of the eligible bargaining unit member in the Bus Driver Classification for term life insurance coverage in the face amount of \$10,000.
- (2) The terms of any insurance contract or policy issued by an insurance underwriter carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The bargaining unit member is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. The Employer, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Employer's failure to remit contractual premium amounts required of it.
- (3) Bargaining unit members who are enrolled in any hospitalization or medical insurance coverage from any outside source shall not be concurrently eligible for health premium contributions by the Employer as set forth in this Article but shall rather enroll in the option (Plan B) insurance program.
- (4) When employment is interrupted by layoff, discharge, quit, retirement, leave of absence (other than leaves taken by an eligible employee under the Family and Medical Leave Act) or any other reason, all insurance coverage continues only for the balance of the month in which such termination occurs.

## ARTICLE 16

### SCOPE, WAIVER AND ALTERATION OF AGREEMENT

- (1) It is expressly agreed that no provision of this Agreement shall be altered during the term of this Agreement except upon the voluntary prior written consent of both the Employer and the Union. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.
- (2) There are no understandings or agreements or past practices which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreements shall be binding on either the Employer or the Union until the same have been put in writing and signed by both the Employer and the Union as either an amendment to this Agreement or a Letter of Understanding executed by both parties.

- (3) It is the intent of the parties that provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights and claims which may be asserted hereunder.
- (4) 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 areas of collective bargaining, and that the understandings and agreements arrived at the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and qualifiedly 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.
- (5) Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision or application of this Agreement shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision or application shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, the parties agree to meet within twenty (20) days of such action in order to renegotiate such invalidated provision, to the extent permitted by law.

## ARTICLE 17

### STRIKES AND LOCKOUTS

- (1) The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slow down or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of the employee(s) to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.
- (2) The Board shall not lock out employees covered by this Agreement. Provided, however, that the Board shall be under no obligation to provide work for or to compensate members of the bargaining unit on any day(s) when students are not in school for any reason connected with a labor dispute with any other bargaining unit.

ARTICLE 18

TERM OF AGREEMENT

- (1) This Agreement shall become effective upon ratification by the Employer and the Union and shall remain in full force and effect until June 30, 1997 when it shall terminate. This Agreement shall not be extended except through written agreement of the parties.
- (2) Notice of termination of this Agreement shall be in writing and shall be sufficient if sent by certified mail to the Union at 24270 West Seven Mile Rd., Detroit, Michigan 48219 or, if to the Employer, if sent by certified mail to 500 E. Washington St., Chelsea, Michigan 48118.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on this 7<sup>th</sup> day of March, 1995.

CHELSEA SCHOOL DISTRICT BOARD OF  
EDUCATION

By Jane I. Queing  
President

By Pandra J. Merkel  
Secretary

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

By Pip Selberg  
Business Manager

By Dreg Sromowski  
President

By Jennifer L. Trudeau  
Recording/Corresponding  
Secretary

APPENDIX A

WAGE SCHEDULE

BUS DRIVER SCHEDULE

Service	1994-95	1995-96	1996-97
1st year	10.34	10.72	11.12
2nd year	10.92	11.32	11.74
3rd year	11.29	11.71	12.14
4th year	11.93	12.37	12.83
5-9 years	13.36	13.85	14.36
10+ years	13.83	14.34	14.87
Extra Trips	10.02	10.38	10.76

MONITOR SCHEDULE:

	1994-95	1995-96	1996-97
	8.03	8.33	8.64

- (1) A one time payment in the amount of Four Hundred Dollars (\$400.00) shall be made upon ratification of this Agreement by the parties to Bus Drivers employed by the District during 1993-1994 and who either remain employed at the time of ratification or who retire from the District during 1994-1995.
- (2) 1994-95 wage rates shall retroactive to the first day worked in the 1994-95 school year.
- (3) Employees in the Bus Driver classification shall drive for 180 days to be advanced to the next step of their wage schedule.



**LETTER OF AGREEMENT**  
between  
**CHELSEA SCHOOL DISTRICT**  
and  
**INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**LOCAL 547 - A, B, C, E, H - AFL-CIO**

This Letter of Agreement entered into this 7th day of March, 1995 between the Board of Education of the Chelsea School District (hereinafter called the "Employer") and the International Union of Operating Engineers Local 547 (hereinafter called the "Union").

1. The parties recognize that they have negotiated, as part of their 1994-1997 collective bargaining agreement, Blue Cross/Blue Shield health insurance coverage as is more particularly specified in Article 15 of their contract.

2. The parties agree, during the term of their contract to review the identity of the insurance carrier and the implications that any change in the identity of the carrier would have upon the premium costs for such benefits, plan administration and plan specifications.

3. It is further recognized that any change which the Employer and the Union wish to make in the identity of the insurance carrier during the term of their 1994-1997 Agreement is subject to mutual consent of the parties and must embodied in a written agreement signed by the Employer and the Union as is required by Article 16(2) of their contract.

CHELSEA SCHOOL DISTRICT BOARD OF  
EDUCATION

By Jane F. Dising  
President

By Pandra J. Michel  
Secretary

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

By P. J. Sallouf  
Business Manager

By Dreg Dronowski  
President

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