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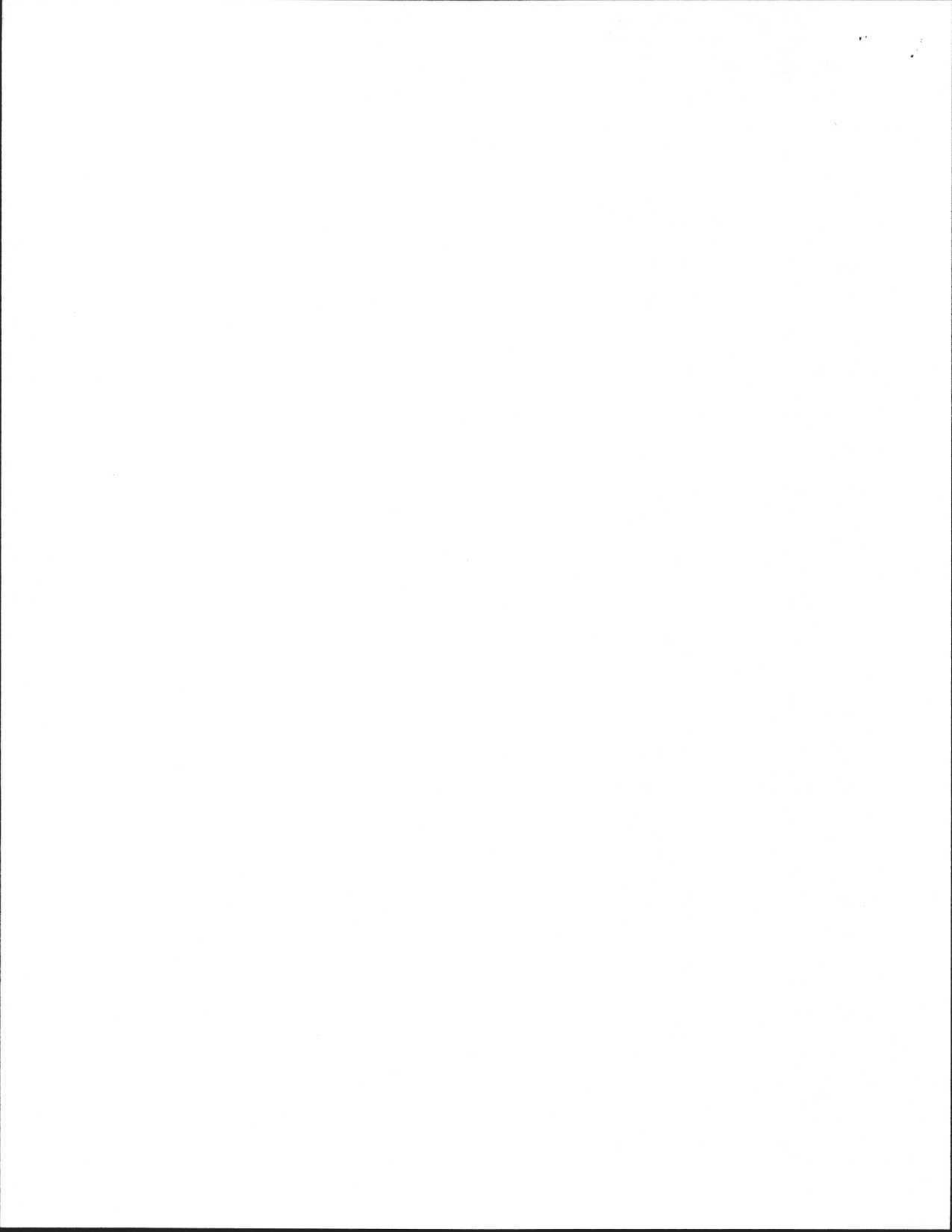
1990-1993  
AGREEMENT  
BETWEEN  
CLINTON COUNTY I.S.D. BOARD OF EDUCATION  
AND  
TEAMSTERS LOCAL 580

*Clinton County Intermediate School District*



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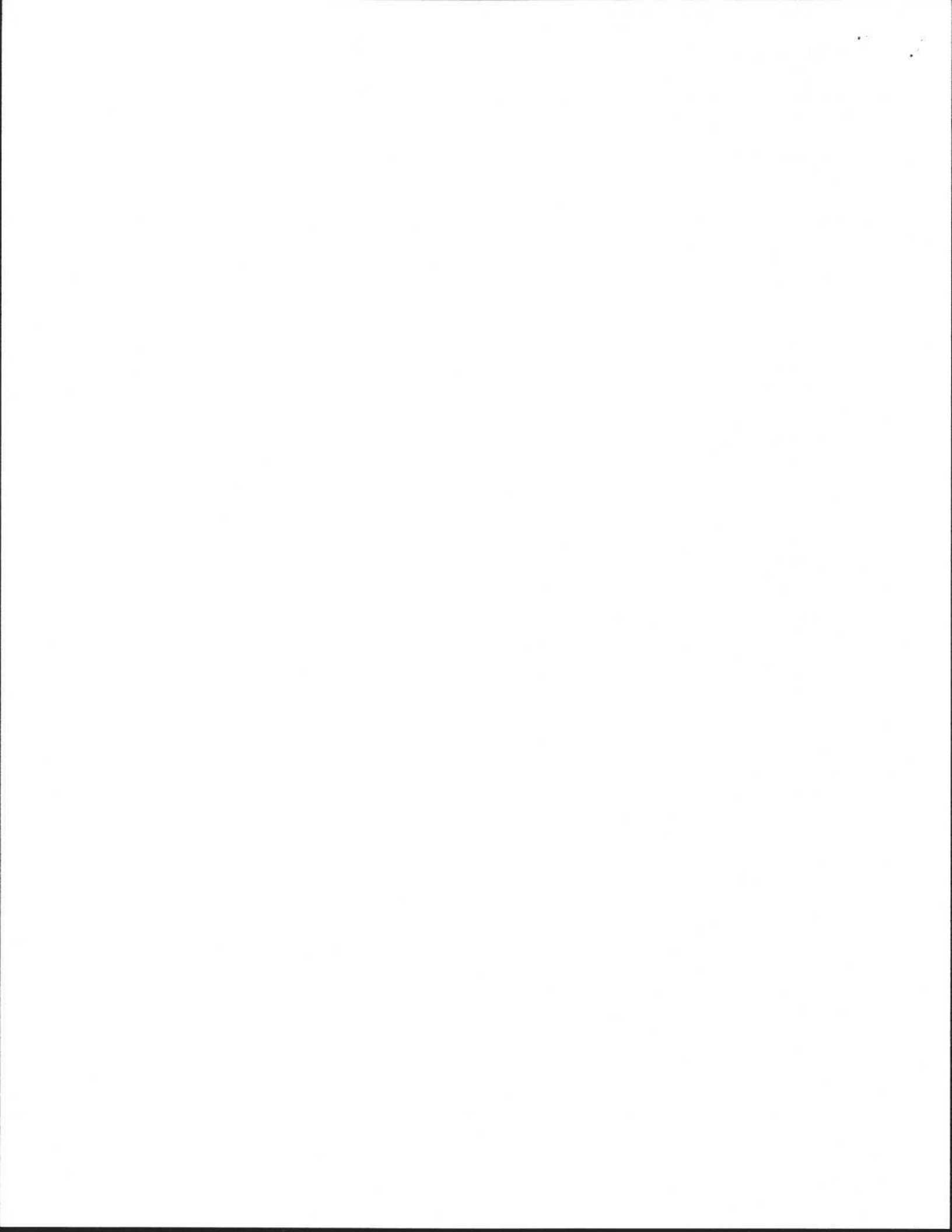


WAGES

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TERMINATION

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## AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1990, between the Clinton County Intermediate School District, St. Johns, Michigan 48879, located at 4179 South U.S. 27, hereinafter termed the "Employer", and Local Union Number 580 Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 1202 South Washington Avenue, Lansing, Michigan 48910, party of the second part, hereinafter called the "Union".

### PURPOSE AND INTENT

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

### ARTICLE I RECOGNITION

#### Section 1.

Pursuant to and in accordance with the certification of Representative in MERC Case No. R87-L-328, 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 which is described below:

All regular full-time and regular part-time bus drivers. Excluding Supervisors, Substitutes and all others.

### ARTICLE II DUES AND SERVICE FEES

#### Section 1.

Each bargaining unit employee shall, as a condition of employment, on or before thirty (30) days from their date of hire or the effective date of this Agreement, whichever is later, join the Union or pay to the Union a Service Fee equivalent to the amount of dues uniformly required of the members of the Union, less any amounts not permitted by law. The Union will certify to the District, the amount of dues and the amount of service fees to be deducted by the District. Service Fees shall include only those amounts permitted by State and Federal Statutes and Laws. Any

questions or objections to the service fees charged may be directed by the service fee employee to the Union for clarification and processing.

### Section 2.

Employees who become members of the Union shall have uniform dues and initiation fees deducted by the District and submitted to the Union through payroll deduction after properly executing a "Dues Authorization Form". Service fee employees may either send their service fee payments directly to the Union at 1202 S. Washington, Lansing, MI 48910 or by payroll deduction by filling out proper authorization forms. In the event that a bargaining unit employee 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 request of the Union, deduct the service fee from the bargaining unit employee's wages and remit same to the Union under the procedure provided below.

- A. The Union shall notify the bargaining unit employee of non-compliance with this provision of the Agreement by certified mail, return receipt requested, with a copy to the District. Said notice shall detail the non-compliance and shall provide ten (10) calendar days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event that compliance is not effected.
- B. If the bargaining unit employee fails to remit the service fee or authorize deduction for same, the Union may request that the Board make such deduction pursuant to paragraph A above.
- C. The Board upon receipt of request for involuntary deduction, shall provide the bargaining unit employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Union or authorized payroll deduction for same.

### Section 3.

The Union shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of such action taken by the Board for the purpose of complying with the Union security/agency shop provision of this Article.



**ARTICLE III**  
**PROBATIONARY EMPLOYEES**

**Section 1.**

A newly hired employee shall be on a probationary status for sixty (60) work days, taken from and including the first day of employment. If at any time prior to the completion of the sixty (60) work days probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed during this period without appeal by the employee or the union; provided, that the Employer may not discharge for the purpose of evading this Agreement or for the purpose of discriminating for reason of union membership. The Employer may extend the probationary period of an individual employee by thirty (30) work days, with written notice to the involved employee and the Union.

**Section 2.**

Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first working day. At that time, the Employee's name shall be entered on the seniority list.

**ARTICLE IV**  
**SUBCONTRACTING**

**Section 1.**

The employer shall have the right to subcontract bargaining unit work in the following circumstances:

- (a) Where the transportation is to programs or activities not provided inside the ISD boundaries.
- (b) When the ISD does not possess necessary adaptive equipment to meet the transportation needs of a child and where the purchase of such equipment would require a capital investment by the Employer beyond what is normal for the type of vehicle in service.
- (c) Where a student may be transported in a vehicle operated by a constituent district in its regular transportation program.
- (d) Where a pupil resides in an isolated area.
- (e) Where the skills needed to perform the work are not available in the bargaining unit.
- (f) Where emergency conditions exist. "Emergency" shall be defined as an unforeseen circumstance or combination of circumstances which call for immediate action in a situation which is not expected to recur.

- (g) Where it is determined by a student's IEPC that the parent/guardian of a child should provide transportation.
- (h) Where small groups of students are transported by a teacher during the school day in a van as part of a curricular activity.

ARTICLE V  
EMPLOYER RIGHTS

Section 1.

Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the Michigan General School Laws, or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers and authority the Employer had prior to this Agreement are retained by the Employer.

Section 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 to vest exclusively in and be exercised exclusively by the Employer. 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) Assignment and direction of its personnel, to determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days.

(c) The right to 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 methods and means of distributing, dissemination, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes for carrying on the work including automation or changes therein, the institution of new and/or improved methods or changes therein.

(e) Adopt reasonable rules and regulations.

(f) Determine the qualifications of employees, including physical conditions.

(g) 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.

(h) Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.

(i) Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

(j) Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

(k) Determine the policy affecting the selection, testing or training of employees.

(l) To hire all employees, to determine their qualifications, and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.

(m) To establish courses of instruction and in-service training programs for employees and to require attendance at any workshop, conference, etc. by employees, including special programs.

(n) The Employer shall continue the right to determine and redetermine job content.

### Section 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.

### Section 4.

The listing of specific management rights in this Agreement is not intended to be, nor shall it be restricting of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.

**ARTICLE VI**  
**SENIORITY**

**Section 1.**

A bargaining unit member's seniority shall date from such employee's most recent starting date of full-time employment within the bargaining unit hereinbefore described in Article I, Recognition. The Steward shall be granted superseniority for purposes of layoff and recall.

**Section 2.**

In the event that the Employer in its sole discretion determines that a layoff is necessary, such layoff will be accomplished by elimination of and/or reduction in the number of routes and assignments.

Seniority shall be applicable as a factor along with certification and ability in layoffs, recalls and job bidding.

- a. "Seniority" shall be as defined in Section 1 of this Article.
- b. "Certification" shall be defined as possession of a valid license and state-issued certificate appropriate for the assignment.
- c. "Ability" shall include: physical fitness, mental fitness, and capacity to successfully provide service to the students assigned to a particular bus route (including consideration of driver evaluations and driving records), particularly considering the nature of student handicaps.

**Section 3.**

The Employer shall annually (by Nov. 1) provide a list of the employees, arranged in order of their seniority. The Union shall have thirty (30) calendar days after receipt of said list to make any objection regarding accuracy of the list. Absent such objection, the Employer's list shall be conclusive.

**Section 4.**

Layoffs shall be made in inverse order of seniority except where the certification or ability of the senior driver is not compatible with the assignment occupied by the less senior driver.

The order of recalling of laid-off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff. If an exception to seniority is made in either layoff or recall the Employer shall



notify the union and any impacted employees of the reason for the deviation.

Notices of recall shall be sent by certified mail, or telegram to the employee's last known address as shown on the employer's records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number. A recalled employee shall give notice of intent to return to work within three (3) working days after issuance of a notice of recall and shall return to work within five (5) working days after issuance of a notice of recall or such employee's employment shall be terminated without recourse under this Agreement.

#### Section 5.

Any employee employed in a classification covered by this Agreement, who is or has been promoted or transferred to a non-unit position shall accumulate seniority while he works in the non-unit position for a period of one (1) year from the time of promotion or transfer. If the employee is returned to a bargaining unit classification, he shall commence work in a job generally similar to the one he held at the time of his promotion or transfer out of the unit. After the one (1) year period the transferred or promoted employee shall retain previously accumulated seniority but shall no longer accumulate unit seniority.

#### Section 6.

An employee's seniority and employment shall terminate if:

- (a) The employee quits, or
- (b) The employee is discharged, or
- (c) The employee fails to give notice of intent to return and/or fails to return to work after receiving notice of recall under the procedures set forth in section 4 of this Article.
- (d) The employee is absent from work for three (3) consecutive working days without advising the Employer of an acceptable reason to the Employer for such absence (this shall not be construed as a limitation upon the Employer's right to impose discipline for any unexcused absence), or
- (e) The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer, or
- (f) The employee gives a false reason in requesting a leave of absence, or

- (g) A settlement with the employee has been made for total disability preventing the employee's return to work, or
- (h) The employee is retired, or
- (i) The employee is laid off or has not, for any reason, worked for the Employer for a continuous period exceeding the length of such employee's employment or twenty-four (24) calendar months, whichever occurs sooner.

Section 7.

- (a) Upon completion of the set up of the runs by the Employer, and based upon the most current information available, employees will be allowed to bid on a run prior to the beginning of the school year. Noon runs will be packaged with regular runs for bidding purposes. Drivers must bid on an entire package of runs, as established by the District. Bidding will start with the top seniority employee provided that exceptions to the assignment of routes by seniority may be made as specified in Section 2 of this Article. All runs will be re-bid (using the same process) prior to the commencement of the second semester. Bidding during the first semester may be by written proxy given to the Steward, with a copy to the Employer.
- (b) Summer runs will be posted for bid upon completion of the set up of runs by the Employer, as specified in Section 2.
- (c) Noon runs which are not packaged with a regular run will be bid according to the criteria specified in Section 2 of this Article. Only drivers with compatible regular runs will be permitted to bid on unpackaged noon runs.
  - 1. Noon runs may be split or shared with the consent of the Employer. It is agreed that the primary driver who originally bid on the noon run, as part of a package with regular runs, remains responsible to assure coverage of the noon route, including keeping the route book up to date and advising the other driver of the transportation status of all pupils.
- (d) The Employer, at its discretion, may change the buses and the bus stops as it may decide is in the best interests of the District. This includes the right to combine students on one vehicle during 1/2-days, Christmas break, spring break and at the beginning and end of the school year.

- (e) Any vacant or new runs which become available during the year will be put up for bid for a five (5) day period. During the five day period, the Employer may assign a driver if needed until bids are complete and assigned.
- (f) If a driver's regularly scheduled run is temporarily discontinued due to inclement weather, constituent district vacation schedules, or similar circumstances, the temporarily displaced driver shall have priority as a substitute. Compensation shall be at the driver's regular rate. Drivers shall receive consideration for other substitute work, to be compensated at the driver's regular rate. The Employer shall continue its practice of having the right of assignment with respect to substitute work.

ARTICLE VII  
EXTRA CONTRACT AGREEMENTS

Section 1.

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours, or working conditions of said employees or any individual employee. This contract shall supersede any individual contract with a bargaining unit member, written or oral, as well as any past practices relative to wages, hours and conditions of employment.

ARTICLE VIII  
DISCIPLINE OF EMPLOYEES

Section 1.

- After completion of the probationary period, no seniority employee shall be disciplined or discharged without just cause. In the case of dismissal, demotion, discharge or suspension of a seniority employee, the Union shall be advised of the reasons for dismissal, discharge or suspension as soon as reasonably possible. With respect to discharge or suspension, the Employer shall give at least one (1) written warning to the employee (with a copy to the Union) except that no such warning shall be required in the case of major disciplinary infractions. The Employer shall continue to have the right to impose disciplinary penalties appropriate to the magnitude of a particular offense. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. The following examples of disciplinary infractions are offered for

illustration only. Causes which shall be deemed sufficient for a suspension, demotion, dismissal or other disciplinary action include, but are not limited to, the following:

- (a) Unauthorized or excessive absence from assigned duties.
- (b) Conviction of any criminal act.
- (c) Conduct unbecoming an employee in the public service.
- (d) Disorderly or immoral conduct.
- (e) Incapacity to perform essential job functions due to mental or physical disability.
- (f) Incompetency or inefficiency.
- (g) Insubordination.
- (h) Bringing intoxicants or drugs into or consuming intoxicants or drugs on any school property or reporting for work under the influence of intoxicants or drugs of any kind in any degree whatsoever. If the Employer has reasonable suspicion that an individual employee is under the influence of intoxicants or drugs, the Employer shall have the right to exclude the employee from performance of his/her duties for a period of twenty-four hours. This exclusion shall be unpaid unless the employee elects to charge the time to his/her accumulated sick leave. In any further instance where the Employer has reasonable suspicion that the same individual employee is under the influence of intoxicants or drugs, the Employer shall have the right to require that Employee to submit to appropriate testing. This shall not constitute a limitation upon the Employer's right to utilize such testing in connection with periodic physical examinations authorized by statute or this Agreement.
- (i) Neglect of duty.
- (j) Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment.
- (k) Violation of any lawful regulation or order made by a supervisor, including reasonable work rules.
- (l) Falsification of records and reports.

## Section 2.

Any seniority employee may request an investigation as to his discharge or suspension. A request for an investigation as to discharge or suspension must be made by written



request within five (5) days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) days and decision reached within fifteen (15) days from the date of discharge or suspension. If no decision has been reached, the case shall then be taken up as provided in the Grievance Procedure set forth in this Agreement.

### Section 3.

Written warnings as provided herein shall remain in effect for a period of eighteen (18) months from the date of issuance, except for safety-related infractions which shall remain in effect for four (4) years from the date of issuance.

## ARTICLE IX GRIEVANCE PROCEDURE

### Section 1.

A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement.

All grievances must be filed within five (5) working days after occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

### Section 2.

Written grievances as required herein shall contain the following:

- (a) It shall be signed;
- (b) It shall be specific;
- (c) It shall contain an explanation of the facts giving rise to the alleged violation;
- (d) It shall cite the section or subsections of this contract alleged to have been violated;
- (e) It shall contain the date of the alleged violation;
- (f) It shall specify the relief requested. The Employer shall not be obligated to process grievances which are not in compliance with the above standards. Should the Employer reject a grievance on this basis, it shall

give written notification to the involved employee, the Steward and the Union's Business Agent.

### Section 3.

The term "days" as used herein shall mean scheduled work days. Time limits may be extended only upon mutual agreement of the parties. Any grievance not answered within the time limits by the Employer, may be advanced to the next step by the Union. Any grievance not pursued by the Union within the time limits shall be deemed settled on the basis of the Employer's last response.

### Section 4.

Any employee having a grievance shall first take up the matter with his/her immediate supervisor.

If no satisfactory answer or disposition is received the complaint shall be processed as follows:

Step 1. The employee and/or the employee's Steward shall within five (5) working days after occurrence of the circumstances giving rise to the grievance reduce the matter to written form and submit same to the employee's supervisor. The supervisor shall within three (3) working days record the supervisor's disposition on all copies of the grievance form.

Step 2. Failing to resolve the grievance in the first step, the Steward shall within five (5) working days of receipt of the supervisor's disposition, take up the matter with the Superintendent or designated representative. The Superintendent or designated representative shall within ten (10) working days of receipt of the grievance record such Superintendent's disposition on all copies of the grievance form and return two copies to the Steward. If the matter is not satisfactorily settled or adjusted in this stage, the Steward shall then forward the matter to the Union who shall then process the grievance as provided in Step 3.

Step 3. Appeal to Step 3 must be taken within ten (10) working days of receipt of the Superintendent's disposition at Step Two. Individual employees shall not have the right to process a grievance to Step 3. The Union shall request that a conference be scheduled between an official or officials of the Union and a committee of the Board of Education within twenty (20) working days of the Employer's receipt of the appeal to Step 3. The Board of Education shall give its decision, in writing, relative to the grievance within seven (7) working days following the Board of Education's regularly scheduled monthly public action session.

Prior to Board of Education involvement at Step 3, the Union's Business Agent may request and shall be granted a meeting with the Superintendent.

Step 4. Individual employees shall not have the right to process a grievance at Step 4.

A. If the Union is not satisfied with the disposition of the grievance at Step 3, it may, within twenty (20) working days after the decision of the Board refer the matter to arbitration by serving a written demand to that effect upon the Employer. Within ten (10) working days after receipt of the arbitration demand by the Employer, the designated Employer representative and the Union Business Agent shall confer for the purpose of identifying a mutually acceptable arbitrator to hear the dispute. If an arbitrator is not selected as a result of such conference, the Union shall, within ten (10) working days after the expiration of the above period, file a demand for arbitration with the Federal Mediation and Conciliation Service for appointment of an arbitrator.

B. 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.
2. He/she shall have no power to establish salary scales or to change any salary.
3. He/she shall have no power to rule upon the termination of services or failure to re-employ any probationary employee.
4. He/she shall have no power to consider any claim for which there is another remedial procedure or forum established by law or governmental regulation.
5. He/she shall have no power to rule upon the content of employee evaluation, except in discharge or disciplinary cases involving a seniority employee.
6. He/she shall have no power to change any practice, policy or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy, rule or any action taken by the District. His/her power shall be limited to deciding whether the District has violated the express articles or sections of this agreement; and he/she shall not imply

obligations and conditions binding upon the District from this agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the District.

7. He/she shall have no power to decide any question which, under this agreement, is within the responsibility of management to decide. In rendering a decision, 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.
  8. He/she shall have no power to interpret state or federal law.
  9. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
- C. More than one grievance may not be considered by the Arbitrator at the same time except upon expressed written mutual consent and then only if they are of a similar nature.
- D. The cost of the Arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
- E. Claim for Back Pay. The District shall not be required to pay back wages more than twenty (20) 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 the back pay.
  2. No decision in any one case shall require a retroactive wage adjustment in any other case.

ARTICLE X  
HOURS OF EMPLOYMENT

Section 1.

Five (5) work days shall constitute a normal work week commencing Monday A.M. through Friday P.M. Working hours shall be established by the Employer.



## Section 2.

Twenty (20) work days shall constitute working a full month.

## Section 3.

Employees shall maintain their own time cards and shall not charge more time than is actually worked. Time cards shall be turned into the transportation office on the Monday following the week worked. The Employer will check runs from time to time to ascertain if reasonable time is being charged, and if it is determined that excessive time is being charged, shall make adjustments. If the Employer makes an adjustment due to its belief that excessive time is being charged on a route, the involved employee will be notified by supervision of the reason for the adjustment. This requirement shall not apply to adjustments to time records resulting from correction of mathematical errors or from alterations in the route itself made by supervision. If the employee disagrees with a time adjustment, the matter is properly subject to the grievance procedure. The Employer reserves the right to take disciplinary action in appropriate circumstances.

## Section 4.

Employees shall receive time and one-half (1 1/2) the regular established rate per hour for all hours worked on Saturdays or Sundays.

## Section 5.

There shall be a one (1) hour guarantee on all A.M., P.M., and noon runs.

## Section 6.

Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled as necessary to ensure that there are a minimum number of days of student instruction as prescribed by Michigan law. Employees shall be excused from reporting for school on those days which are cancelled due to the above conditions.

Employees will not be paid for days that are cancelled but shall be paid at their regular rate on rescheduled days. Where an inclement weather day is not to be rescheduled, the employees will receive four (4) hours pay at their regular rate.

The parties agree that this contract provision has been negotiated to comply with the provisions of the State Aid

Act and to ensure that the Employer will incur no loss of state aid. Further, the parties recognize the Employer's obligation to comply with requirements set forth by the State Board of Education respecting the number of "student instruction" days, as defined by that agency. In addition to any requirement of the State Aid Act to receive full state aid, the parties agree to reschedule lost days of student instruction (attributable to the above conditions) to ensure the minimum number of instructional days mandated by the Department of Education for both regular school year and extended year programs (e.g. 230 day programs). Employees shall receive no additional compensation on such rescheduled days.

#### Section 7.

Drivers who transport students to camp shall be paid at their regular rate for driving time. One-half the regular rate shall be paid for additional non-driving hours, to a maximum of eight (8) hours per day (total of driving and non-driving). The Board shall provide meals and lodging.

#### Section 8.

Employees will be paid a maximum of two (2) hours pay, at their regular rate, when they have reported for duty but are unable to commence driving due to adverse or inclement weather conditions or other emergency. The Employer shall not be obligated under this provision if it has provided notice of the delay to the employee prior to the employee's arrival on the Employer's premises for work. During periods of compensated delay the employee is to remain on the Employer's premises and is subject to being assigned transportation related responsibilities.

### ARTICLE XI STEWARDS

#### Section 1.

The Employer recognizes the right of the Union to designate a Job Steward, Alternate, and Committee Person to handle such Union business as may from time to time be delegated to them by the Union. Job Stewards, Alternates, and Committee Persons have no authority to take strike action or any other action interrupting the Employer's business or any action in violation of law. The parties recognize this limitation upon the authority of Job Stewards, their Alternates, and the Committee Person. The Employer, in so recognizing such limitations, shall have the authority to render proper discipline including discharge without recourse, to such Job Steward, Alternate or Committee Person who has taken unauthorized strike action, slow-down, or work stoppage in

violation of this Agreement. A Job Steward shall be an employee of the Employer.

### Section 2.

The Job Steward/Alternate or Committee Person shall represent the employees and shall be authorized to resolve grievances and other employee matters on behalf of such employees in any step of the grievance procedure provided herein. Such resolved grievances and matters shall be final and binding upon the employees, the Union, and the Employer.

All grievance procedures and investigations by the Union will be processed during times which do not interfere with the employees' assigned duties. It is understood and agreed that if at any time, and by mutual agreement, such procedures are handled within the normal time of the normal assigned duties, the employees involved shall suffer no loss of pay.

### Section 3.

The Union shall designate to the Employer, in writing, the Job Steward, Alternate, and Committee Person within twenty (20) days of the election for those positions. The Employer shall not be required to recognize or deal with any employee, in the capacity of a Union representative, other than the persons designated above. It is understood that the Alternate shall act in the absence of the Steward and that the Committee Person shall act in the absence of both the Steward and Alternate.

## ARTICLE XII EQUIPMENT, ACCIDENTS AND REPORTS

### Section 1.

The employer shall not require employees to operate a vehicle which is not in safe operating condition or equipped with safety appliances required by law. Employees shall immediately report all defects of equipment which could affect the safe operation of the vehicle. Such reports shall be made on a suitable form furnished by the Employer, and be made in multiple copies, one copy to be retained by the employee.

### Section 2.

An employee involved in an accident shall to the extent that he/she is able:

- A. Continue to protect the lives of pupils and other passengers, if any, on the vehicle.

- B. Secure the vehicle itself and any property in the vehicle.
- C. Cooperate fully with law enforcement officials, medical personnel and others, as appropriate, in providing assistance as they may require. This shall include the giving of information in response to specific questions asked by law enforcement officials.
- D. Immediately report, by radio or by other means at hand, to his/her supervisor the fact of the accident and such information as he/she shall require, including the names and addresses of witnesses.

Failure to comply with these provisions shall subject an employee to disciplinary action by the Employer.

### Section 3.

Employees agree to observe all safety laws and regulations pertaining to operation of motor vehicles as well as all safety rules issued by the Employer under the provisions of this Agreement. Violation of these standards by the employee shall subject an employee to disciplinary action by the Employer.

### Section 4.

Employees are to report any damage in any vehicle they are pre-tripping and/or driving immediately to the Transportation Department.

## ARTICLE XIII WORKERS' COMPENSATION

The Employer shall purchase workers' compensation insurance coverage for bargaining unit members as required by law.

In the event the employee sustains a compensable injury and is awarded workers' compensation benefits, he/she may opt to draw the difference between the amount of benefits and his/her regular salary (as of the pay period before the injury), such differential to be deducted from the employee's accumulated sick leave on a pro-rated basis. For example: If workers' compensation pays 60% of the employee's regular net pay, sick leave will pay only 40% and the bargaining unit member's sick leave accumulation shall be charged .4 of a day for each fractional day so used. In the event that the employee elects not to draw the proportional amount of accumulated sick leave described above or if the employee has exhausted his/her accumulated sick leave, he/she will be placed on an unpaid medical leave of absence pursuant to the terms of Article XVIII of this Agreement.



ARTICLE XIV  
SEPARABILITY AND SAVINGS

If any Article or Section of this Contract should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained pending a final determination as to its validity, the remainder of this contract and/or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be effected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XV  
GENERAL

Section 1.

The Board agrees that it will allow the proper accredited representatives of the Union access to school property for the purpose of policing the terms and conditions of this Agreement. Such Union representatives shall announce their presence at the Superintendent's office.

Section 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 agreement shall be binding on either the Employer or the Union until it has 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 signed by both parties.

It is the intent of the parties that the 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 or claims which may be asserted hereunder.

Section 3.

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 by 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 unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically 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 parties at the time that they negotiated or signed this agreement.

ARTICLE XVI  
CONTINUITY OF OPERATIONS

Section 1.

The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. Under no circumstances will the Union cause or permit its members to cause nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slowdown, or any curtailment of work or restriction of production or interference with the operations of the Employer during the term of this Agreement.

ARTICLE XVII  
PAY PERIOD

All regular employees covered by this Agreement shall be paid in full every two weeks, provided that time cards have been timely submitted by the employee.

- Each employee shall be provided with an itemized statement of his/her earnings and all deductions made for any purpose.

ARTICLE XVIII  
UNPAID LEAVES OF ABSENCE

Section 1.

A leave of absence is a written authorized absence from work for not more than thirty (30) calendar days at a time and without pay. A leave shall be granted, denied or extended in the sole discretion of the Employer upon written request for such leave by the bargaining unit employee who shall state the reason for the leave upon the application. Only

full time employees who have one or more years of seniority may be granted a leave of absence.

Any extensions shall be submitted in writing to the Board, prior to the expiration of the time requested.

#### Section 2.

Leaves requested due to illness must be accompanied by a physician's certificate that the employee is unable to work and the reason(s) therefor. Physicians statements shall be by a medical doctor (M.D.) or a doctor of osteopathy (D.O.). The Employer shall have the right to independent medical verification before the employee is permitted to return to work (at the Employer's expense), or may allow verification from the Employee's physician.

- a. Medical leaves may be extended for a period of time necessary for complete recovery, but not to exceed the balance of the school year. Renewal of leave shall be at the discretion of the Board.

#### Section 3.

Unpaid leaves (other than medical) shall not exceed three (3) calendar months, or the end of the school year, whichever comes first. However, exceptions to this requirement may be jointly agreed upon by the Union and the Employer.

#### Section 4.

All leave requests shall state the exact date on which the leave is requested to commence and the exact date on which the employee is to return to work, subject to approval of the Employer.

#### Section 5.

- During an unpaid leave of absence:

- a. The employee may not seek work elsewhere unless agreed to by the Employer.
- b. The employee must take the leave for the reason so stated on the application.
- c. Employees shall not return to work prior to the expiration of said employee's leave unless otherwise agreed to by the Employer.
- d. Employees shall return to work from a leave on the exact date scheduled.

1. Failure to comply with a, b, c, d, may lead to disciplinary action to and including loss of seniority and discharge.

#### Section 6.

Time spent on a leave shall not be counted as time worked for any purpose except as hereinafter provided.

#### Section 7.

Upon return to work from a leave of absence, such employee shall be re-employed at work generally similar to that which the employee did last and at the prevailing rate of pay for that job, subject to all provisions of this Agreement.

### ARTICLE XIX SICK LEAVE AND PERSONAL LEAVE

#### Section 1.

Sick leave may be earned as follows:

- (a) Drivers will accumulate at the rate of one (1) sick day per month worked, to a maximum of ten (~~10~~) days per fiscal year (July 1 - June 30).
- (b) Unused sick leave may be accumulated from year to year up to a maximum of twenty (20) days.
- (c) Drivers who have reached maximum accumulation of sick leave at the conclusion of a fiscal year shall be entitled to redeem any unused portion of their annual allotment of sick leave as specified in paragraph (a) of this Section. Each day redeemed shall be at the driver's regular daily rate at the conclusion of the fiscal year.

#### Section 2.

Sick leave may be used for personal illness or injury. Employees may use these days for care of their immediate family residing in the same household. The Employer reserves the right to require verification of family member illness necessitating the absence of a bargaining unit member.

#### Section 3.

The Employer may require that any employee applying for use of sick leave for any particular day(s) of absence procure a doctor's certification of illness or disability for the day(s) absent. Such certification shall be mandatory for all absences of more than three (3) consecutive work days.

Unauthorized failure to obtain such certification shall constitute a sufficient basis for denial of use of sick leave and for disciplinary action. Drivers must return the Doctor's slip or release directly to the Transportation Supervisor.

#### Section 4.

The Board has the right if probable cause exists to require an employee to submit to a mental or physical examination by a practitioner selected by the Board (and at Board expense) for the following reasons:

- (a) To verify the employee's ability to successfully perform his/her assignment.
- (b) To verify the employee's eligibility for leave or return from leave.

#### Section 5.

A maximum of up to three days may be granted in case of a death in the immediate family. The term immediate family, is defined below:

"Husband, wife, parents, grandparents, parent-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, step parent, step brother, step sister, step child, or a person for whom the employee is principally responsible for financial and physical care."

Days utilized for any single occurrence under this section must be both consecutive work days and consecutive calendar days.

#### Section 6.

Each year two (2) sick leave days shall be granted for personal business. Notification of desire to take a personal business day shall be filed in writing to the Transportation Supervisor at least forty-eight (48) hours in advance, except in cases of emergency when a shorter notice may be acceptable. Personal business leave may be used only for business that an employee cannot conduct other than during working hours or for the care of a parent or parent-in-law. Personal days may not be used for recreation, engaging in other work or for vacation. Such days (except in an emergency) shall not be taken immediately before or after a school holiday or recess period.



## Section 7. Jury Duty

An employee shall be entitled to leave with pay for jury service if he/she is unable to be excused or to have such service rescheduled.

The employee shall be entitled to receive as leave pay for the days of authorized absence an amount equal to the employee's pro rata daily pay less the amount received as compensation for jury fees (excluding mileage). It shall be the responsibility of the employee to secure a statement signed by the court clerk verifying the amount of such compensation or fees received, and receipt of leave pay shall be considered upon prior submission of such a statement.

## ARTICLE XX DRIVER CERTIFICATION AND PHYSICALS

- A. All drivers must pass required physical examinations. Physical examinations shall be given by a school designated physician and shall be paid by the Employer.
- B. Drivers must satisfy all certification and training requirements adopted by the State of Michigan and the Employer. Drivers must be certified and qualified to operate every vehicle (liftbus, bus and wagon), enabling a driver to take any run. 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 within the lifetime of the license, vehicle group designation or vehicle endorsement the driver shall have deducted from his/her final check, a pro rated 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.
- C. Exclusion from coverage on the Employer's fleet insurance policy shall be grounds for immediate dismissal, without recourse under this Agreement.

## ARTICLE XXI EMPLOYEE EVALUATION

Evaluation is for purposes of fostering self-improvement of bargaining unit members and setting forth the procedure by which employee effectiveness will be measured by the District. It is the intent of the District to take action where necessary to assure an acceptable level of performance as determined by the employer.

Section 1.

Bargaining unit members will be evaluated at least once in each two (2) year period.

Section 2.

All evaluations shall be in writing with a copy provided to the bargaining unit member.

- A. A conference will be held within ten (10) work days after each evaluation to discuss the contents of the evaluation.
- B. The bargaining unit member shall sign the evaluation. The signature shall not be interpreted to mean that he/she necessarily agrees with the content of the evaluation, only that he/she has reviewed it.
- C. A bargaining unit member may submit additional comments to be attached to the file copy of the written evaluation.

Section 3.

It will be the District's responsibility to evaluate the work performance of members of the bargaining unit. It is understood that no bargaining unit member shall be requested to observe or evaluate the work performance of any other member.

ARTICLE XXII  
HOLIDAYS

Section 1.

The following named holidays shall be paid at the employee's regular daily rate: Thanksgiving; Day after Thanksgiving; Christmas.

ARTICLE XXII  
EXPENSES

Shall remain at the current levels.

ARTICLE XXIV  
MISCELLANEOUS

Section 1.

All drivers shall be compensated one-half hour additional per week for performance of cleaning buses and making out run books.

Section 2.

Drivers shall be permitted access to ISD employee lounges.

Section 3.

The ISD shall reimburse drivers for any work related long distance calls required by the Employer provided that the employee submits an itemized phone bill.

Section 4.

The ISD shall compensate drivers at 1/2 of their regular rate for road tests, mandatory meetings called by the ISD, and for training sessions required by state statute.

ARTICLE XXV  
WAGES

	<u>7-1-90</u>	<u>7-1-91</u>	<u>7-1-92</u>
Probation	\$ 8.49	\$ 9.08	\$ 9.71
Step 1	\$ 9.00	\$ 9.63	\$10.30
Step 2	\$ 9.34	\$ 9.99	\$10.68
Step 3	\$ 9.66	\$10.33	\$11.05
Step 4	\$10.19	\$10.90	\$11.66

ARTICLE XXVI  
TERMINATION

Section 1.

This Agreement shall be effective July 1, 1990 and shall continue in full force and effect until midnight June 30, 1993, when it shall terminate. If either party desires to renegotiate this Agreement, it shall give the other party written notice to that effect not less than sixty (60) days prior to June 30, 1993. In any event, this Agreement shall not be extended except by written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

EMPLOYER

UNION

CLINTON COUNTY INTERMEDIATE  
SCHOOL DISTRICT

LOCAL UNION NO. 580 AFFILIATED  
WITH THE INTERNATIONAL BROTHER-  
HOOD OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS OF  
AMERICA

Wendell E. Waggoner  
President  
Harry A. Schwartz  
Secretary

Kevin J. [Signature]