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BRIGHTON AREA SCHOOLS

QUALITY EDUCATION FOR A QUALITY COMMUNITY

MASTER AGREEMENT

BETWEEN

BRIGHTON AREA SCHOOLS
BOARD OF EDUCATION

AND

BUS DRIVERS
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547A, B, & C - AFL-CIO

EFFECTIVE JULY 1, 1986

THRU

JULY 1, 1989

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Brighton Area Schools

BUS DRIVERS' MASTER CONTRACT
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A G R E E M E N T

Between

THE BRIGHTON AREA SCHOOLS, hereinafter referred

to as the "Employer"

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547, 547A,
547B AND 547C AFL-CIO

hereinafter referred to as the "Union"

ARTICLE I

WORK PHILOSOPHY

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and Employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions, and other conditions of employment.

The parties to this Agreement believing that professional behavior by all who serve the district is of the highest priority subscribe to the following code of ethical behavior.

In the course of conducting school business and other related activities the Employee has the right to be treated in the courteous, respectful manner. The Employee has the duty to treat students, parents, other visitors and fellow Employees in a courteous, respectful manner.

The Employee has the right to know the proper communication channels. The Employee has the duty to follow the prescribed channels of communication.

The Employee has the right to be informed by their immediate supervisor of all matters that are pertinent to the performance of their duties and to be a member of the school team. The Employee has the duty to maintain the confidentiality of such information and, if uncertain whether information is confidential or not, to ask for clarification from their Supervisor. It is important that all information related to the district be handled in a prudent manner in the proper forum.

ARTICLE II

UNION RECOGNITION, AGENCY SHOP: CHECK-OFF

Section 1. Union Recognition

(a) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

(b) The term Employee as used herein shall include all regular Bus Drivers excluding substitutes, Supervisors and all other Employees.

UNION RECOGNITION, AGENCY SHOP: CHECK-OFF (Continued)

Section 2. Agency Shop

(a) All Employees employed in the bargaining unit, or who become Employees in the bargaining unit, who are not already members of the Union, shall within 90 calendar days of the effective date of this Agreement, or within 90 calendar days of the date of hire by the Employer, whichever is later, become members, or in the alternative, shall, as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of Employees of the Employer who are members.

(b) An Employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the Employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).

(c) Employees who fail to comply with the conditions of this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice of such default delivered to the Employer by the Union. If any provisions of this Article is invalid under Federal or State law, said provisions shall be modified to comply with the requirements of said Federal or State law.

(d) The Union agrees that it will make membership in the Union available to all Employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

(e) The Employer agrees that, upon hiring any new Employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name, date of hiring and social security number of the new Employee.

(f) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fees.

(g) The Union assumes full responsibility for the validity and legality of such Employee's deductions as are made pursuant to this Article and agree to indemnify and save the Employer harmless by virtue of such collections and payments to the Union.

(h) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Employer in complying with this Article.

(i) If any of the provisions of this Article are attacked, or made the subject of a lawsuit or contested in an administrative agency proceeding, the following shall be done: No Employee shall be terminated who has received a termination notice pursuant to this Article until there is a final adjudication of the suite or contestation.

Section 3. Check-Off

The Employer shall deduct from the wages of the Employees covered by this Agreement and remit to the Union, together with a listing of all of the Employees for whom said deductions were made, on or before the fifteenth (15th) day of the month following the month said deductions were made together with a listing of the amount deducted, dues or fees uniformly required as a condition of membership in the Union, only in such cases as the Employee files with the Employer proper written authority to do so.

ARTICLE III

NON-DISCRIMINATION

The parties agree not to discriminate against any person or persons because of race, creed, religion, sex, age or national origin. The provisions of this Article may be processed through the grievance procedure.

ARTICLE IV

STRIKE PROHIBITION

The Union recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, are contrary to law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of education, without interruption of the school program. Accordingly, the Union agrees that during the term of this Agreement it will not direct, instigate, participate in, encourage or support any strike against the Board by any member or group of members which is contrary to the law.

ARTICLE V

MANAGEMENT RIGHTS

(a) The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer or to suspend, assign, discharge, or demote Employees for just cause subject, however, to the Employees right to bring a grievance if any provisions of this Agreement is violated by the exercise of such management function.

(b) The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, subject to the provisions of this Agreement, the right:

1. To direct Employees of the school.
2. To relieve Employees from duties because of lack of work or for other legitimate reasons.
3. To maintain the efficiency of the school operations entrusted to them.
4. To determine the methods, means and personnel by which operations are to be conducted.
5. To take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

(c) All rights, powers, and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Employer.

(d) The Board of Education may approve an extension of employment beyond the established retirement age of 70 for a limited period.

ARTICLE VI

VISITATION

Upon request by the Union and the presentation of proper credentials, officers or accredited 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, that said observation shall not disrupt orderly operations.

ARTICLE VII

STEWARDS

(a) The Employees shall be represented by a Chief and an Assistant Steward who shall be chosen or selected in a manner determined by the Employees and the Union.

(b) Reasonable arrangements can be made to allow the Chief and/or Assistant Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings after approval has been obtained from the Assistant Superintendent for Personnel and Pupil Services.

(c) During their terms of office, the Chief and Assistant Steward shall be deemed to head the seniority list for the purpose of lay-off and recall, provided they are qualified to do the required work. Upon termination of their term, they shall be returned to their regular seniority status.

ARTICLE VIII

SAFETY PRACTICES

The Employer and Employee will take reasonable and prudent measures to prevent or eliminate injurious hazards to which the Employee and/or students may encounter. There shall be a Committee of two bus drivers and two management personnel who will review all accidents and all on the job injuries. This Committee shall meet at the request of the Union or management or when an accident occurs. A mechanic and/or others may be asked to serve in an advisory capacity to the Committee. The goal of the Committee shall be to prevent accidents and to prevent the reoccurrence of accidents. Committee membership is voluntary and the members shall not be compensated for time spent in meetings or other work associated with the Committee.

ARTICLE IX

JURISDICTION

Terms of this Agreement apply only to regular assigned drivers transporting students from school to home, from school to school within the system, and those field trips where the Board authorizes the use of the school vehicle to transport 15 or more students. Persons not covered by the terms of this Agreement may temporarily perform work covered by this Agreement for the purpose of training Employees covered by this Agreement, experimentation or in cases of emergency. This clause shall not limit the Employers right to utilize substitute employees when a regular Employee is not available to perform the necessary work.

ARTICLE X

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members, nor shall contracting or subcontracting result in the reduction of the present work force as is now in effect, nor in the event of the extension of service shall contracting or subcontracting be used to avoid the performance of work covered under this Agreement.

ARTICLE XI

SENIORITY

(a) A newly hired Employee shall be on a probationary status for sixty (60) working days taken from and including the first day of employment. If at any time prior to the completion of the sixty (60) working day probationary period the Employees work performance is unsatisfactory, he/she may be dismissed by the Employer during this period without appeal by the Union. Probationary Employees who are absent during the first sixty (60) working days of employment shall work additional days equal to the number of days absent and such Employee shall not have completed his/her probationary period until these additional days have been worked. Probationary status begins upon acceptance of regular employment.

(b) Upon satisfactory completion of the probationary period, the Employee's seniority date shall be retroactive to the date of hire as a regular driver.

(c) Employees shall be laid off, recalled or demoted according to their seniority.

(d) An Employee will lose his/her seniority for the following reasons:

- (1) He/she resigns.
- (2) He/she is discharged for just cause and not reinstated through the grievance procedure.
- (3) He/she retires.

ARTICLE XI, SENIORITY (Continued)

(e) Seniority shall be frozen within the bargaining unit for an Employee who is transferred to a supervisory position, with that Employee having the right to exercise seniority and return to an open position in the bargaining unit in the event that he/she vacates the supervisory position.

(f) An agreed to seniority list shall be furnished to each Employee covered by this Agreement on or about October 1 of each year. Such list shall contain the date of hire and the Employee's classification.

ARTICLE XII

ROUTE AND RUN ASSIGNMENTS

(A) A route is a complete, daily assignment of one or more runs which may or may not involve layover time between runs.

(B) A run is defined as an assigned distance traveled by a bus from an assigned starting point to an assigned terminating point. Any regular assignment (including former regular shuttles) shall be part of the regular run.

- (1) A regular run involves picking up or depositing students at or near their homes at assigned bus stops on a regular basis.
- (2) Maximum layover time between runs is one (1) hour and it shall be paid in fifteen (15) minute increments. Maximum layover time between mid-day runs and High School runs shall be 1/2 hour and shall be paid in fifteen (15) minute increments. See #3.
- (3) A shuttle run shall be defined as the transportation of students from one school to another school, including the Building Trades Site, or to/from any location within the school district. A shuttle will not qualify for, nor will it eliminate, layover time.

Assignment of shuttles during lay-over periods will be distributed among the available drivers. The driver who has the most lay-over time going in the direction of the shuttle will be assigned the shuttle.

If all drivers who are not on layover time refuse a shuttle, the shuttle shall be assigned to the lowest seniority driver.

Any new or additional shuttles that are to be added after permanent bidding will be assigned to the next seniority driver at their school.

(C) A driver shall be paid a minimum of two (2) hours regular wages for any full daily route consisting of both morning and afternoon run assignments of less than a total of two (2) hours duration. Should a driver's route assignment consist of only a morning or an afternoon route, then this shall be limited to a maximum of one hour's regular wages for any total route of less than one (1) hour.

ARTICLE XII, ROUTE AND RUN ASSIGNMENTS (Continued)

(D) On the 3rd Monday in August, drivers will come in to the Bus Garage at an appointed time to select their runs according to seniority. Each driver shall be allowed to apply for the route of their preference and shall be assigned in descending order of seniority dates to routes posted unless the Employer can demonstrate satisfactory reasons for not following the procedure. They will drive these runs until final posting when they will assume permanent runs.

During the second full week of school, times and miles will be recorded by the drivers along with student counts on the proper forms. If a driver has a disagreement about the time, they should discuss this with the Director of Transportation and the steward prior to posting.

- (1) On Monday of the third full week of school, routes will be posted and include miles, and established time. Established time will include driving time, layover time, plus 30 minutes.

For the purpose of permanent posting the times recorded during the second week of school will be averaged.

Time on the "count sheet" is to be turned in daily. Time will be taken on departure at the gate and arrival at the yard with the brake set. Drivers will be asked not to gas their bus at the end of their A.M. and P.M. runs for the first three weeks of school in order to establish accurate times.

- (a) The 30 minutes is to be used for warm-up, gas-up, clean-up and safety vehicle inspection. Washing of busses will be done during this time. Drivers must remain with the bus until it is idling properly.

(E) Kindergarten Runs shall be posted separately from the regular routes and the drivers who bid on such runs shall be assigned based on their seniority. A seniority driver shall not be given a kindergarten run if such would put them into a regular overtime status. (5 minutes added regular kindergarten runs - 5 minutes more if use bus other than your own.)

(F) If a run is taking more than 15 minutes over the established time, but not for temporary reasons, for one week, the run will be evaluated to determine if 15 minutes will be added to the established time. If a run is taking less than 15 minutes under the established time, but not for temporary reasons, for one week the run will be evaluated to determine if 15 minutes will be deleted from the established time.

(G) Extended absence of seniority drivers. Vacancies created by drivers with two (2) years or more continuous seniority on approved leaves of absence of no less than one (1) week, shall be posted by the Supervisor of Transportation.

The following restrictions shall apply.

- (1) This opening shall be posted not less than one (1) nor more than two (2) full working days. The temporary vacancy will be posted within three (3) days after the leave is officially approved.
- (2) Assignment shall be based solely on seniority. A driver with higher seniority shall not be eligible to fill such a vacancy.
- (3) It is understood that there will be no bumping.

ARTICLE XII, RUN AND ROUTE ASSIGNMENTS (Continued)

- (4) The lower seniority driver temporarily filling the vacancy shall return to his/her original route immediately upon return of the seniority driver.
- (5) The route of the lower seniority driver shall be filled temporarily by a substitute driver.

ARTICLE XIII

TRANSFER PROCEDURE

(A) Notice of all vacant and new bus routes, as they may occur during the school year, after the fourth Monday following the start of the school calendar year, shall be posted on Employee's bulletin boards within five (5) working days from the date of vacancy or availability and the Employees will be given three (3) working days from the posting date in which to apply to fill the vacant or new routes.

- (1) Any driver with seniority making application shall be transferred in order of seniority date to fill the vacant or new route unless the Employer can demonstrate satisfactory reasons for not making the assignment.
- (2) Assignment of a seniority driver to a vacant or new route shall result in no more than two additional moves of other seniority drivers after the original posting.
- (3) Vacant or new bus runs or routes are to be posted in the following manner: Description of the bus route and its area; starting date, miles, and established time.

(B) If it becomes necessary to transfer a seniority driver because of a driving time problem the seniority driver shall be allowed to exchange a portion of the route with a lower seniority driver. The Steward and Transportation Supervisor shall mutually agree when a driver cannot be awarded a job according to his/her seniority.

(C) Regular driving time will be added to the highest seniority driver who can assume additional time prior to the Board hiring an additional driver provided that the additional time will not produce an overtime status.

ARTICLE XIV

INVOLUNTARY TRANSFERS

(a) When it becomes necessary for the Employer to demonstrate satisfactory reasons for failure to assign seniority drivers to routes applied for or when involuntary transfer of bus drivers are desired by the Employer, the reasons shall be submitted by the Director of Transportation to a committee consisting of the Assistant Superintendent for Personnel, Business Representative of the Union, Director of Transportation and the Union Steward. Either the Assistant Superintendent or the Business Representative of the Union may call in for testimony, any individual or individuals having knowledge of the reasons.

ARTICLE XIV, INVOLUNTARY TRANSFERS (Continued)

(b) Should an application for a route be refused or an involuntary transfer of a bus driver be made by the Employer, the matters involved shall be processed through the grievance procedure.

ARTICLE XV

DISCIPLINE DISCHARGE

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes which shall be given to the Employee in writing with the Employee having the right to defend against any and all charges.

(a) When the Employer feels disciplinary action is warranted, such action must be initiated within ten (10) working days from the date of the occurrence of the condition giving rise to the action or within ten (10) working days of the date it is reasonable to assume that the Employer became fully aware of the conditions giving rise to the discipline.

(b) Notice of Discharge, Suspension or Discipline: The Employer agrees that upon the discharge, suspension or discipline of any Employee to notify in writing, the designated Chief Steward and the Union office, of the discharge, suspension or discipline.

Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drinking, dishonesty, insubordination, willful violation of agreed upon Employer rules, or is absent three (3) consecutive working days without reasonable cause for not notifying the Supervisor.

(c) Disciplinary action will be reviewed after one (1) year to determine if the action should be removed from the personnel files. If agreement cannot be reached on whether disciplinary action should be removed from the Employee's file the Employee may file a grievance.

ARTICLE XVI

LEAVE OF ABSENCE

(a) An Employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work and has exhausted all means of compensation from the Employer, shall be granted a leave of absence, not to exceed one (1) year, provided he/she promptly notifies the Employer of the necessity therefore and provided further that he/she supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer, and such leave may be extended beyond the specified period of time upon mutual agreement between the parties.

(b) Leaves of absence shall be granted for prolonged serious illness of a physical or mental nature in the immediate family which includes husband, wife, children, or parents when it is verified that the Employee must be the care giver.

ARTICLE XVI, LEAVE OF ABSENCE (Continued)

(c) Leaves of absence shall be granted for a specified period of time for training related to an Employee's regular duties in an approved education institution.

(d) Whenever an Employee shall become pregnant she shall notify the Employer as soon as possible and furnish the Employer with a statement from her physician stating the approximate date of delivery and any restrictions on the nature of work that she may be able to do the length of time that she may continue to work. The Employer may then request periodic verification of the health of the Employee in relation to the performance of her normal job duties. When the medical verification of her physician would not allow the Employee to continue in her normal job function because of such pregnancy, the Employee shall then be granted a leave of absence for the duration of the pregnancy.

(e) The reinstatement rights of any Employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

(f) Leaves of absence will be granted to Employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, providing such Employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

(g) Any Employee in the bargaining unit elected or appointed to full-time position or office in the Union whose duties require his absence from work, shall be granted a leave of absence for the term of such office or position.

(h) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the Employee and a copy sent to the Union. Leave requests should be submitted ten (10) working days before the leave is to begin, if possible.

(i) An Employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay. Any leave of absence of more than one year shall be without accrual of seniority after one year. Upon return, as specified heretofore, the driver shall be entitled to resume regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer and the Employee.

ARTICLE XVII

GRIEVANCE PROCEDURE

Definitions:

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

(b) The time elements in the steps may be shortened or extended upon mutual agreement between the parties.

(c) Working days shall be defined as Monday through Friday excluding all paid holidays and non-session school days.

(d) Any Employee or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the Employee first became aware of the condition giving rise to the grievance, unless, the circumstances make it impossible for the Employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

(e) A grievance concerning alleged safety hazards may be processed directly to Step Three of the grievance procedure.

Step One

(a) Any Employee having a grievance will discuss the grievance informally with his Supervisor and Chief Steward if requested and then if the grievance is not settled orally the Employee may request a meeting with the Steward to discuss the grievance.

(b) The Steward then may submit the grievance in writing to the Director of Transportation stating the remedy or correction requested, plus the fact upon which the grievance is based and the alleged contract violation. The Employee and the Steward shall sign the grievance.

Step Two

(a) The Director of Transportation shall then, within two (2) working days, meet with the Steward and the Employee to discuss the grievance.

(b) The Director of Transportation shall then give his/her decision in writing within two (2) working days of his/her meeting with the Steward and the Employee.

ARTICLE XVII, GRIEVANCE PROCEDURE (Continued)

Step Three

(a) Any appeal of a decision rendered by the Director of Transportation shall be presented in writing within five (5) working days of receipt stating the reason or reasons why the decision of the Transportation Director was not satisfactory, to the Assistant Superintendent for Personnel and Pupil Services.

(b) The Business Representative of the Union shall meet with the Assistant Superintendent for Personnel and Pupil Services within five (5) working days of the written submission to him/her.

(c) The Assistant Superintendent for Personnel and Pupil Services shall give his/her decision in writing relative to the grievance within five (5) working days of the meeting with the Business Representative of the Union.

Step Four

(a) Any appeal of a decision rendered by the Assistant Superintendent for Personnel and Pupil Services shall be presented to the Superintendent of Schools within five (5) working days of the receipt of the decision rendered by the Assistant Superintendent for Personnel and Pupil Services.

(b) The appeal shall be in writing and state the reason or reasons why the decision of the Assistant Superintendent for Personnel and Pupil Services was not satisfactory.

(c) The Superintendent of Schools shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following the day of receipt of the appeal.

(d) The Superintendent of Schools shall give his/her decision in writing relative to the grievance within five (5) working days of his/her meeting with the Business Representative of the Union.

Step Five

Arbitration: Any unresolved grievance which related to the interpretation, application or enforcement of a provision of this Agreement or any written supplementary Agreement and which has been fully processed through the last step of the grievance procedure may be submitted to binding arbitration by either party in strict accordance with the following:

Arbitration shall be invoked within ten (10) working days of the notification of the decision in Step 4 by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) working days of such notice, the party desiring arbitration shall refer the matter to the Michigan Employment Relations Commission for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules of the Michigan Employment Relations Commission for the selection of an impartial arbitrator and determination of the dispute in accordance with all

ARTICLE XVII - GRIEVANCE PROCEDURE (Continued)

applicable rules of the Michigan Employment Relations Commission except where expressly provided otherwise in this Agreement.

- (1) The Arbitrator, the Union or the Employer may call any Employee as a witness in any arbitration hearing.
- (2) Each party shall be responsible for the expenses of the witnesses that they may call.
- (3) The Arbitrator shall have no power to rule on any matter not involving an alleged violation of specific provisions of this Agreement.
- (4) The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto.
- (5) The decision of the Arbitrator shall be final, conclusive, and binding upon the Employer, the Employees and the Union.
- (6) The cost for the services of the arbitrator, including per diem expenses, shall be borne by the non-prevailing party.

ARTICLE XVIII

G E N E R A L

Bus Assignment

- (a) The decision of placement of new buses shall be made by the Director of Transportation. If there are no other determining factors, seniority shall prevail. If there is a reason a bus shouldn't be given to a driver the matter will be discussed with Transportation Supervisor, driver and Steward.
- (b) Drivers shall be notified of any student passenger who has a serious illness such as diabetes, epilepsy, heart condition, allergies, etc. Every effort shall be made to arrange transportation home for a sick child rather than to send them home on the bus. Bus drivers will not be required to lift handicapped children.
- (c) A key to the gates and the Bus Office shall be made available to all drivers on night runs. Telephone numbers are on each bus to be used in case of emergency.
- (d) The Employer shall provide a lounge for all of the Employees covered by this Agreement, which shall be designated as such. The Employer shall ensure that, so far as practicable, rest room facilities are provided for Employees in the lounge assigned for their use.
- (e) The Employer will make every effort to see that the bus parking lot is sanded or salted as soon as possible after ice storms and, further, to clear such areas as soon as possible.

ARTICLE XVIII - GENERAL (Continued)

Substitute Runs - Kindergarten

- (f) Bus drivers interested in being a sub for Kindergarten runs will indicate in writing to their Supervisor at the beginning of each semester. Assigned Kindergarten runs for five (5) days or less will be assigned by rotation. The same driver will drive for the duration of absence. A driver may request to be temporarily removed from the kindergarten sub list for up to four (4) weeks, and not lose their place in the rotation. A driver who is off the kindergarten sub list for more than four (4) consecutive weeks shall be removed to the beginning of the next semester.

Meal Allowance

- (g) All assigned drivers taking field trips shall be allowed a maximum of five dollars (\$5.00) when a field trip extends over a meal time. Meal allowance shall be paid for trips taken between these hours:

5:30 A.M. - 8:30 A.M. Breakfast
11:00 A.M. - 1:30 P.M. Lunch
5:00 P.M. - 8:00 P.M. Dinner

Drivers will be able to take one bus as their transportation to obtain meals.

If a field trip extends over two (2) meal times the driver will be reimbursed for both meals in accordance with the above paragraph. Drivers taking field trips must have at least ninety minutes between the regular run including return time and field trip departure time or else they shall be eligible for a meal allowance.

The Director of Transportation will reimburse the driver for the meal on a timely basis upon receiving a receipt for the meal. The Board will not pay for brown bag lunches made in the home, but will reimburse for any meal that has a receipt, including deli receipts. Meal receipts shall be turned in with the drivers trip sheets.

Gas Allowance

- (h) A driver who is assigned a field trip of lengthy duration shall be provided with cash monies, which would be subject to itemization by the Employee, in order that the Employee would have such monies if needed to purchase gasoline for such field trip.

Cancellations

- (i) In the event that an assigned field trip is cancelled, the driver of the trip shall be eligible for the next posted field trip, except for field trips already previously posted and assigned on the same date. If assigned driver shows up at the bus yard and the field trip has been cancelled, he/she shall be paid two hours lay over wages and shall be eligible for the next unassigned trip or they may choose two (2) hours driving time and not be eligible for next unassigned trip.

Chaperons

- (j) There shall be an adult chaperon for each bus on every field trip. Any exceptions to the bus riding rules on such trips must be mutually agreed upon between the chaperon and the assigned bus driver of that trip.

ARTICLE XVIII - GENERAL (Continued)

Field Trip Routes

- (k) Whenever possible, the Supervisor of Transportation shall assist the assigned driver in making a map or a set of detailed instructions for future references to the same destination.

Field Trip Wages

- (l) Field trips will be paid at regular driving rate for actual driving time plus \$5.33 per hour in 1986-87, \$5.64 per hour in 1987-88 and \$5.98 per hour in 1988-89 per hour for layover time. The regular driving rate will apply to all hours worked on the return trip.
1. Overnight field trips shall be paid at the regular driving rate for actual driving time and such trips will be assigned two (2) days in advance whenever possible.
 2. All field trips shall be included in all computations of weekly overtime.
 3. The minimum pay for any field trip shall be equal to one (1) hour pay at the regular driving rate.
 4. In the event of occurrence of an emergency situation during the time the assigned driver is on the field trip, the final decision as to whether to return to the Brighton Area Schools or layover shall be made by the Supervisor of Transportation. If the field trip driver is advised not to return by the Supervisor of Transportation, the Employer will reimburse the Employee for housing and meals, upon furnishing receipts of such expenses to the Employer. The driver will not be paid for layover time involved in emergency situations. Emergency numbers will be provided on individual buses.
 5. In the event that a driver on a field trip is prevented from completing his/her normal daily work assignment, the driver shall be paid no less than his/her normal daily wage.

Safety

- (m) No driver shall be requester or ordered to operate an unsafe vehicle in the performance of his/her job duties. Drivers legitimately refusing to operate an unsafe vehicle shall not be subject to reprimand, suspension or discharge.

Training

- (n) Drivers shall be reimbursed at their regular rate of pay for attending the minimum number of hours necessary to upgrade their certification. For all school sessions which are conducted outside the Brighton area, sufficient transportation will be provided from the bus garage by the Employer for all attending Employees. Payment will be made at the close of the school year to those drivers regularly assigned.

Job Related Duties

- (o) Drivers shall be paid at their regular rate of pay when required by the administration to participate in job related functions. Amount of time needed and place of work shall be determined when authorized by the administration. To claim reimbursement under the provisions of this Article, drivers must have received written authorization prior to the performance of such work.

ARTICLE XVIII - GENERAL (Continued)

Senior Citizen Trips

(p) Any regular driver covered by the terms of this Agreement may volunteer to drive senior citizen trips without hourly compensation and will not be in violation of the Agreement if the Board contributes the use of the vehicle at no cost. The bus driver will be paid a sick or personal day if he/she requests it.

Reduction of Hours

(q) Employees hours will not be reduced nor increased because of half-day sessions.

ARTICLE XIX

Section 1. Work Week

(a) The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending 120 hours thereafter.

(b) The normal work day shall be defined as the regular bus runs that a driver makes on a daily basis.

Section 2. Overtime Rates Will Be Paid As Follows:

Time and one-half (1 1/2) will be paid for all time worked in excess of forty (40) hours in one work week.

Section 3. Field Trips - Extra Runs

(a) A field trip or extra run for the purposes of this Agreement, shall be any trip which involves the usage of a school bus for the transport of any students, except in the regular transport of students to and from their school sites, which cannot be attached to a daily run as a shuttle, as defined in Article XVIII (Shuttle Runs).

(b) On all field trips classified as split field trips the date, bus or buses needed for delivery of passengers to destination shall be posted as separate field trip or trips with the time of departure noted.

(c) Split field trips shall be paid, for each driver, a minimum of two (2) hours driving time or the actual time, whichever is greater.

Section 4. Distribution of Field Trips

(a) At the beginning of each school calendar year, each bus driver shall indicate in writing to the Supervisor of Transportation if they do not desire to be placed on the field trip list, so that the Supervisor of Transportation will have an available listing of all the bus drivers who desire to take field trips.

(b) Field trips shall be scheduled according to seniority but priority for field trips will be given to drivers able to assume the field trips within the 40 hour week. The average work week shall prevail for assignment of trips.

(c) This roster shall remain on a continuous basis throughout the calendar year.

ARTICLE XIX (Continued)

Section 5. Acceptance or Rejection of Field Trips by Drivers

(a) Each driver on the roster, as his/her turn approaches will indicate acceptance or rejection of upcoming trip by writing Yes or No, in the appropriate column next to his/her name on the field trip sign-up sheet.

Failure to sign before the deadline shall be taken as a rejection.

(b) So far as practicable, all scheduled field trips on the same date should be posted at the same time.

(c) In the event that all of the bus drivers on the active Seniority List refuse the field trip or trips, the Employer may employ a substitute driver(s) to make the field trip or trips.

Section 6. By-Pass of Driver

A Driver that does not show up for a scheduled field trip shall be removed from the field trip roster for thirty (30) days. The second occurrence of not showing up should be subject to further disciplinary action.

Section 7. No Trading of Field Trips

The trading of field trips will not be permitted.

Section 8. Posting of Field Trips

All field trips will be posted the Monday preceding the week that they are to be run. All drivers will bid on the field trips before the end of the day on Wednesday.

Section 9. Assignment of Field Trips

The Director of Transportation will post the field trip assignments by noon on Friday (or the last day of school for the week).

Trips that arrive after the assigning will be posted as they are received and they will be assigned according to the rotation.

Section 10. Field Trip Assignments During Vacation Periods

Field trip assignments during vacation periods are voluntary but drivers will be offered trips according to seniority.

Section 11. Last Minute Trips

Any trip scheduled after 5 p.m. to be run prior to noon the following day shall be considered a last minute field trip. Last minute trips shall be assigned according to the field trip roster, but not accounted for on the regular field assignment roster.

ARTICLE XX

SICK LEAVE

Section 1. Sick Leave

(a) Each regularly assigned driver will be entitled to sick leave accumulated in an individual single sick leave bank at the rate of ten (10) days per year credited at the beginning of the year, and accumulative to 80 days. Five days may be used prior to actual accumulation, after one full year of employment.

(b) Allowance for sick leave for assigned drivers employed less than one (1) year shall be pro-rated on the basis of time served.

(c) Sick leave may be granted for the following reasons:

1. Personal illness of such nature as to render the Employee unfit for service.
2. Serious illness in the immediate family, limited to parents, wife, husband or child.
3. Personal business that cannot be done outside working hours, if prior approval has been obtained from the Supervisor of Transportation.

(d) The Administrator reserves the right to demand a doctor's certificate for proof of number one or two above.

(e) Records of sick leave taken and accumulated shall be furnished to the Employee on or about October 1 of each year.

(f) Unused sick leave days, over and above thirty (30) days may be reimbursed at the Employee's option, one-half (1/2) the Employee's regular hourly rate of pay based on his/her standard hours per day for his/her regularly assigned run(s). Payment shall be made by the District at the end of each school year.

Section 2. Funeral Leave

(a) If death occurs among members of an Employee's immediate family the Employee will be excused from work to attend the funeral without loss of pay for three (3) days. Additional days, to a maximum of five (5) may be approved by the immediate supervisor, if necessary, because of any extenuating circumstances such as, but not limited to:

1. Distance.
2. Unusual relationship of the deceased to the Employee.
3. Time element between the death and interment.

(b) Definition of immediate family: Spouse, children, parents or close relative.

(c) These days will not be deducted from sick leave.

ARTICLE XXI

PAID TIME

All Employees covered by this Agreement who complete the full school year shall receive a total of four (4) additional days pay in January of each year and a total of six (6) additional days pay in June of each year even though no work is performed by the Employee for such days, providing the Employee is working during said periods of time. Employees who do not complete the full school year shall receive pro-rated days.

ARTICLE XXII

I N S U R A N C E

The Board will make a cash contribution toward:

Blue Cross MVF-2
or
MESSA Super-Med 2
or the
Delta Dental Plan in operation with the group,
or
other MESSA optional insurance benefits,
or
the Tax Shelter options available to other Employees

(1) The Board's contribution for hospitalization insurance will encompass up to, and including 20 years of service to the District.

(2) The Board contribution for insurance benefits is as follows: The first item of insurance selected, if hospitalization is not selected, must be the Delta Dental Plan presently in operation with the group. For the purposes of this plan the Employee will not be required to make contributions beyond their seniority factor. Employees shall not be eligible to have dual coverage.

(3) The Employee's seniority with the District will be the determining factor for insurance purposes. This date will be moved to the semester date, ahead or back, closest to the anniversary date of each Employee.

(4) Any Employee not accepting all the runs their seniority would permit them will have their insurance prorated based on the number of runs for which they are eligible and the number of runs they accept. (Kindergarten runs excluded.)

The Board contribution will be limited to ten (10) years except for those Employees who buy hospitalization insurance.

ARTICLE XXII, INSURANCE (Continued)

The Board contribution will be raised 6% for the 1986-87 school year. There will be no increase in this schedule in the second and third year of the Contract.

<u>YEARS</u>		<u>YEARS</u>		<u>YEARS</u>		<u>YEARS</u>	
1	\$35.45	6	\$56.38	11	\$79.97	16	\$101.74
2	39.63	7	60.57	12	84.15	17	106.76
3	43.82	8	64.75	13	88.31	18	111.79
4	48.01	9	68.94	14	92.53	19	116.81
5	52.19	10	73.13	15	97.55	20	121.84

It is further understood that an Employee may take advantage of any insurance plan offered at his/her own expense, with payroll deduction.

Contributions will continue through the summer months if the Employee starts at the beginning of the school year and works throughout the school year to its completion.

Employer has option to "shop around" for comparable health insurance benefits at a lower cost effective in the second year of Contract.

ARTICLE XXIII

DRIVER LICENSING

Bus drivers shall obtain a Chauffeur's License as issued and approved by the State of Michigan before they shall be allowed to operate a school bus. The cost of this license shall be paid by the Employer on a yearly basis, at the end of the school year on a pro-rated basis, providing the Employee has completed the full year.

ARTICLE XXIV

PHYSICAL EXAMINATIONS

The Employer will pay the cost for any T.B. test required of the Employee in addition to required physical examination as performed by physician or health care facility selected by the Board of Education.

ARTICLE XXV

CLOTHING ALLOWANCE

The Employer shall provide to all seniority drivers covered by this Agreement a jacket. In alternating years the jacket will be lined. The Employer to pay the full cost of such jackets. The jackets shall be issued to seniority drivers on a bi-annual basis. In the event a driver terminates his/her employment with the Employer, prior to the completion of one calendar year from which date the Employee received such jacket, he/she shall reimburse the Employer the total cost of such jacket.

The Jacket Committee shall convene by September 15th to pick out jackets. Serving on the Jacket Committee will be voluntary with no compensation. Once the Jacket Committee has made their selection the Employer will order as soon as possible. The Employer will make a reasonable effort to provide the jackets by October 1st of the year in which they are to be furnished.

ARTICLE XXVI

ACT OF GOD DAYS

Assigned drivers will be paid for all days when school is not in session if those days are considered official attendance days by the State of Michigan, unless on leave of absence.

ARTICLE XXVII

JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service. An Employee who is excused from jury duty prior to the end of the work day shall report back to his/her work station.

When Employees are required to make any job related court appearances, there shall be no loss of pay, nor will there be any reduction in sick leave.

ARTICLE XXVIII

CLASSIFICATION AND COMMUNICATION

The parties hereto agree that the Employees covered by this Agreement shall be considered engaged in the type of work and classifications as set forth on Schedule A attached hereto and made a part hereof by reference.

(a) First Year Seniority Driver shall be paid at first year driver's rate from completion of probationary period to completion of thirty-six (36) school weeks of actual driving time.

(b) Second Year Seniority Driver shall be any driver that has successfully completed the required thirty-six (36) school weeks driving, and his/her time from the beginning of his/her thirty-seventh (37) week to the end of seventy-second (72) week shall be paid for at this rate.

(c) Third Year Seniority Driver shall be any driver that has successfully completed the required seventy-two (72) weeks driving, and his/her time from the beginning of the seventy-third (73) week to end of the one hundred eighth (108) week, shall be paid for at this rate.

(d) Experienced Drivers. A new Employee having five or more continuous years of school bus driving experience, shall be paid the probationary driver rate during the sixty day probationary period. Upon completion of probationary period, he/she will receive the first and second year driver rate for another 60 working days. After completion of second 60 day period he/she will receive third year driver rate.

ARTICLE XXIX

COMMUNICATIONS COMMITTEE

The Communications Committee shall meet from time to time to discuss matters of common interest. The Union Stewart and three (3) regular drivers shall serve on this Committee voluntarily with no compensation.

ARTICLE XXX

BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE XXXI

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

No Agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any Employee or group of Employees with the Employer unless the same has been executed in writing between the parties and ratified by the Union.

Section 2.

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 and conditions herein.

Section 3.

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXXII

TERMINATION AND MODIFICATION

(a) This Agreement shall continue in full force and effect until June 30, 1989.

(b) If either party desires to terminate this Agreement, it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.

(c) If either party desires to modify or change this Agreement, it shall, ninety (90) calendar days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination on or after the termination date of the Contract. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

ARTICLE XXXI, TERMINATION AND MODIFICATION (Continued)

(d) Notice of termination or modification shall be in writing and shall be sufficient if sent Certified Mail to the Union, the International Union of Operating Engineers, Local #547, AFL-CIO, 24270 West 7 Mile Road, Detroit, Michigan 48219 and if to the Employer addressed to the Brighton Area Schools, 4740 Bauer Road, Brighton, Michigan 48116 or to any other address the parties may make available to each other.

(e) The effective date of this Agreement is July 1, 1986.

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed.

BRIGHTON AREA SCHOOLS

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

Sharon D. Gine
PRESIDENT

Peter Selby
BUSINESS MANAGER

William G. Spencer
SECRETARY

Robert J. Jones
PRESIDENT

G. Duke Williams
BOARD HEAD NEGOTIATOR

Jennifer L. Hudson
RECORDING/CORRESPONDING SECRETARY

DATE 5-13-87

DATE 5-13-87

SCHEDULE "A"

SALARY SCHEDULE

	<u>5.8%</u> <u>1986-87</u>	<u>5.9%</u> <u>1987-88</u>	<u>6.1%</u> <u>1988-89</u>
PROBATIONARY DRIVER	\$6.94	\$7.35	\$7.80
1ST AND 2ND YEAR DRIVERS	7.53	7.97	8.46
THIRD YEAR DRIVER	9.17	9.71	10.30

Plus Paid Retirement of 5%

Drivers working less than five (5) hours per week will not receive the monthly stipend for insurance as listed in Article XXII, Insurance.

LETTER OF UNDERSTANDING - #1

It is understood by the parties that if a bus needs to be transported for repair or if a new bus needs to be transported to the schools that the drivers shall be asked to transport the vehicle under the following conditions:

1. The transporting of this bus will not disrupt any runs.
2. The transporting of the bus will not put a driver into overtime status.
3. If a mechanic is not needed to diagnose a problem with the bus.
4. Seniority shall not determine who takes the run.
5. Grievances will not be filed over the issue.
6. The Director of Operations shall make the request for a driver.

LETTER OF UNDERSTANDING #2

Regarding time card usage to be attached to new Contract.

Work time pay will be established from established time and extra time shall be submitted on the weekly sheet. Time cards will not be used for payroll purposes.

D E F I N I T I O N S

1. Mid-Day Run (Formerly Kindergarten Runs) - Any runs taken between morning and afternoon runs. If using own bus you will be allowed 5 minutes warm-up time. If using another's bus, you will be allowed 10 minutes warm-up time.
2. Route - A route is a complete daily assignment of one or more runs which may or may not involve layover time between runs.
3. Run - An assigned distance traveled by a school vehicle transporting students in accordance with this Agreement from an assigned starting point to an assigned terminating point on a regular basis.
4. Shuttle - The transportation of students from one school to another school including Building Trade sites (if not on a regular basis) or to/from any location within the school district. Refer to Page 6 of Contract under B-3.
5. Permanent-Temporary Shuttle - Shuttle run on a daily or near daily basis for a certain length of time. Example: Swim Shuttle.
6. Regular Daily Assignment - The assignment that the driver has bid on and drives on a daily basis.
7. Afternoon Runs - Taking students from home to school or other authorized drop off point.
8. Morning Runs - Bringing students from assigned pick up to school or other authorized drop off point.
9. Established Times - Daily driving time plus layover time (where applicable) plus 30 minutes.
10. Seniority Driver - Seniority according to years of service as a bus driver with the Brighton Area Schools.
11. Probationary Driver - Probationary status begins upon acceptance of regular employment with proper qualifications such as permit, physical, road test and license.
12. Driving Time Problem - Overtime that can be avoided or a schedule conflict.
13. New Driver - Seniority starts on the day he/she is given package and route assignments and the day he/she is qualified.
14. Care-Giver - The employee who would be solely responsible for care.

DEFINITIONS (Continued)

15. 15 Minute Increments - Time figured to the nearest 1/4 hour on a weekly basis for payroll purposes.
 - (a) Over 15 Minutes - If a run is taking more than 15 minutes over the established time, but not for temporary reasons, for one week, the run will be evaluated to determine if 15 minutes will be added to the established time. Example: 17 minutes over established time equals two minutes extra per day, 10 minutes per week.
 - (b) Under 15 Minutes - If a run is taking less than 15 minutes under the established time, but not for temporary reasons, for one week the run will be evaluated to determine if 15 minutes will be deleted from the established time. See above example: equals 15 minutes less pay per week.
16. Extra Work Time - Any time worked not in a regular route assignment will be paid actual worked time. This does not apply to established time +15/-15 concept.
17. Layover Time - Any paid time between runs with a maximum of 1 hour paid on any one layover period. Midday run and High School shall be 1/2 hour per layover period.
18. Assume - Take over a run.
19. Permanent Runs - During the 4th week of school, after posting and bidding, drivers will assume run they have selected.
20. Field Trips - Any trip that involves the usage of a school bus or other school vehicle, for the duration of this Contract, for the transport of any students, except in the regular transport of students to and from their school sites, which cannot be defined as a shuttle run.
21. Permanent Posting Times - Average times taken during the second full week of school.

