

8/31/94

BUS DRIVERS' MASTER CONTRACT

This Agreement made and entered into this 10th day of February, 1992 at Coldwater, Michigan, by and between the Board of Education of Coldwater Community Schools, Branch County, Michigan, (hereinafter referred to as "School" and the Glass, Molders, Pottery, Plastics and Allied Workers International Union, AFL, CIO, CLC and on behalf of its Local 120B, (hereinafter referred to as the "Union").

ARTICLE I

Recognition

- A. The School recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours and other conditions of employment for bus drivers, substitute bus drivers and bus maintenance employees, but excluding therefrom all supervisory employees and all others.

It is expressly understood that the acquisition and transportation of new buses to the fleet are outside the scope of this Agreement. It is further understood that the normal school year consists of nine (9) months (September-June) and that there is no guarantee of work during the time when school is not normally in session.

If, however, special programs or occasional runs are available during the time school is not normally in session, regularly employed and assigned run drivers, as hereinafter defined, will be given the opportunity, when available, to bid on these jobs on a seniority basis, by giving the first job to top of seniority and proceeding through the list until everyone on the list has had an opportunity to work before returning to the top of the list.

It is understood that the day mechanics or mechanic's assistant positions, as determined by the School, shall be 52-week positions. The night maintenance position is normally considered 38 weeks (during the school year) in nature.

- B. The following job categories fall within the meaning of bus drivers or substitute drivers as referred above.

1. Regularly employed bus driver - an employee assigned a regular run(s) that works a minimum of twenty (20) hours per week on a scheduled five (5) day week.
2. Assigned run driver - those employees assigned a run less than twenty (20) hours per week but on a five (5) day schedule per week.
3. Probationary driver - all drivers in Category 1 or 2 above for the first twenty (20) working days in either category. The probationary period may be waived if an employee has worked as a substitute driver, as hereinafter defined, if he/she has driven a bus or van at least twenty (20) working days in the preceding two (2) calendar months prior to being assigned a run under Category 1 or 2 above. If the employee does not fulfill the foregoing requirements at the time of assignment, he/she must serve the entire probationary period. Probationary drivers may be released at the sole discretion of the School.

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4. Substitute drivers - any employee who fills in for a regularly employed or assigned run driver regardless of the number of hours per week.

ARTICLE II

Board of Education Rights

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of the action under such rights with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control the school's business, the equipment, and the operations, and to direct the working forces and affairs of the employer.
 2. Determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business hours or days.
 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees subject to the terms of the Agreement, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off employees.
 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work or changes therein, the institution of new and/or improved methods or change therein.
 5. Adopt rules and regulations which shall be uniformly applied to all employees within the bargaining unit.
 6. Determine the qualifications of employees, including physical fitness and conditions.
 7. 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 office, departments, divisions or subdivisions, buildings or other facilities.
 8. Determine the placement or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from employees as specifically provided in this Agreement.

11. Determine the selection, testing, or training of employees, providing that such selection shall be based upon the lawful criteria.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, 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 hereof and are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, district, or local laws or regulations as they pertain to education and the transportation of children in connection therewith. None of the provisions of this Article shall be applied in a manner inconsistent with any other provisions of this Agreement.

ARTICLE III

Waiver Clause

The employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

The parties may, however, meet and confer concerning mutual problems during the life of the contract but neither shall be obligated to bargain with the other without its express consent concerning any such subject matter.

ARTICLE IV

Hours of Work

- A. Eight (8) hours of work in a regular work shift shall constitute a normal day's work. Five (5) days, Monday through Friday, shall constitute a normal week's work unless further defined in this article. A "day's pay" shall constitute normal hours per day worked. It is expressly understood that not all employees will work a normal eight-hour day on a regular work shift.
- B. Eight (8) hours of work in a regular shift shall constitute a normal day's work for the mechanic and the mechanic's assistant. Their workweek shall consist of five (5) days, Monday through Friday.
- C. The Transportation Supervisor shall establish a weekly schedule for the night maintenance person. It is understood that this job may not be classified as 52 weeks in length. If this person becomes involved in bus driving, the normal hours worked per day will not exceed eight (8) in number for both the maintenance job and bus driving combined. If overtime becomes involved, it must have prior administrative approval.
- D. All bus maintenance personnel and bus drivers shall complete time slips which shall be approved by the Transportation Supervisor before forwarding to the Payroll Department.

- E. Bus drivers shall be paid the following rate for setting up bus runs and making parent contacts at the beginning of each school year:

Total of all daily bid run hours per day less warm-up time X 3 = hours paid.

All drivers are expected to give the Transportation Supervisor a list of parents who have been personally contacted by the driver. This action is necessary and determines said pay eligibility.

ARTICLE V

Overtime

Time and one-half the employee's hourly rate of pay at the time the overtime occurs will be paid for all time in excess of forty (40) hours per week (Monday-Sunday). All overtime must have prior administrative approval.

ARTICLE VI

Report Pay - Snow Days

- A. In the event an employee reports to work on his/her regular shift or a scheduled special trip, without having been previously notified not to report, he/she shall be given full pay for only the driving time of the run if the trip is cancelled. Notification of cancellation will be sufficient, and an employee shall not be given report pay where the employee is notified at home prior to the time of departure. If the employee is at work prior to departure time, then notification must be received at work prior to time of departure. Employee shall not be eligible for report pay when an extra trip is cancelled while the employee is completing his/her normal daily run.
- B. Beginning with the 1988-89 school year, bus drivers will not be paid for any days that school is closed when caused by conditions of inclement weather or other acts of God when the State of Michigan penalizes the school district its state membership aid. Drivers will only be paid for such days when the School is paid by the State. When the School is required by the State to hold school in order to receive state membership aid payments and school days need to be rescheduled by law, the drivers will not be paid. Drivers, in such cases, shall only be paid for the rescheduled days required by law.
- C. Bus maintenance employees are expected to report for work on inclement weather days, if possible. Those employees who are unable to report shall be required to contact the Transportation Supervisor prior to the start of their shift, that road conditions make it unreasonable to report. Such reporting must be made in order to be eligible for pay. Employees are expected to report for work if conditions merit their safe arrival later in the day.
- D. In the event bus maintenance employees report for work on inclement weather days and are excused to return home by the Transportation Supervisor due to their own personal safety in travel, the employee shall be given the full day's pay.

ARTICLE VII

Holidays, Holiday Pay, and Vacations

- A. Regular run and assigned run drivers shall receive the following paid holidays:

Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Christmas	

If school is in session on Good Friday, bus drivers are expected to work. The School shall pay for the holiday at the drivers' regular rate of pay and such pay shall not count towards overtime rates. The pay shall be on the same pay period as the holiday.

If a driver has been granted a summer bid run, he/she will be paid for the 4th of July as a holiday. This payment shall begin as of July 4, 1991 at the pay rate for this date.

- B. Bus maintenance employees shall receive the following holidays:

Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Christmas	July 4th

If school is in session on Good Friday, the mechanics and night maintenance persons are expected to report for work. In lieu of holiday pay for Good Friday, the mechanics and night maintenance employees shall be given a Friday off, with pay, during the spring vacation period. If there is no Friday during spring vacation, a mutually worked-out date will be agreed to with the administration.

Bus maintenance employees who work fifty-two (52) weeks per year shall be granted Christmas Eve Day and New Year's Eve Day as holidays providing said days are not on a weekend. These employees are expected to work on the so-called Farmer's Day without extra pay.

- C. Holiday pay for regular run and assigned run drivers shall be at the driver's normal rate of pay. If an employee is required to work on a holiday, he/she shall receive his/her normal rate of pay for only hours worked plus the holiday pay, but holiday pay shall not be counted for the purposes of overtime. In order to be eligible for holiday pay, the employee must work or be excused from work pursuant to the provisions of this contract on his/her last scheduled workday preceding and succeeding the holiday.
- D. Holiday pay for bus maintenance personnel shall be at the employee's normal rate of pay. If the employee is required to work on a holiday, he/she shall receive his/her normal rate of pay plus overtime rate for the hours worked. In order to be eligible for holiday pay, the employee must work or be excused from work pursuant to the provisions of this contract on his/her last scheduled workday preceding and succeeding the holiday. It is understood that Good Friday is excluded from this paragraph.
- E. Subject to and in addition to the foregoing, regularly employed bus drivers who have been employed for ten (10) full consecutive years shall be entitled to five (5) days' pay at their daily rate of pay, to be payable on the second pay in December, provided

they are employed for the aforementioned ten-year period for at least twenty (20) hours per week and for thirty-eight (38) consecutive weeks. Bus maintenance employees are excluded from this benefit.

Drivers who have been granted a summer-bid run and have been employed by the district for ten (10) full consecutive years shall be entitled to be paid one (1) week's pay at the rate of the summer's normal rate of pay. The pay shall be on the first pay period in August of each year.

- F. Persons who may be receiving workmen's compensation payments shall be excluded from receiving holiday pay as paid by the School. An exception to this regulation shall occur during the fourteen (14) calendar day exemption period determined by law. The employee shall be paid for holidays when they fall within this period. After the aforementioned fourteen-day period, there shall be no liability of payment by the School for the holiday pay.
- G. Only the bus maintenance employees who work fifty-two (52) weeks in a year shall be eligible for vacations. Such employees shall be entitled to one (1) week paid vacation following the first full year of employment, two (2) weeks after the second full year of employment, and three (3) weeks after the tenth full year of employment. After the tenth full year of employment, eligible employees shall receive one (1) vacation day for each year of employment up to a total limit, not to exceed, twenty (20) days for each employee. Vacation requests shall be submitted to the Transportation Supervisor at least thirty (30) calendar days before the requested vacation so that it may be approved. All vacation periods shall be taken in the summer months if possible.

The School and Union agree to further discuss changes in this Paragraph if other bargaining groups in the school district represented by this Union obtain a better benefit than the above language. It is understood that such benefits gained by other bargaining units are not automatic in nature.

ARTICLE VIII

Wage Rates

The wage rates and other benefits shall be as set forth in Appendix "A" annexed hereto and made a part hereof. It is expressly understood that the rates of pay as specified in Appendix "A" shall be effective as stated in Appendix "A".

ARTICLE IX

Pay Days

All employees covered by this contract shall be paid on the normal biweekly schedule established by the district for services performed. Bus drivers' first paycheck will be issued at the first pay period then in existence for other 38-week employees of the district. (The first pay period may be shorter than two (2) weeks in order to phase into the then-existing schedule.) It is further understood that exceptions to the biweekly schedule can be made when caused by circumstances in which the School has no control.

ARTICLE X

Sick Leave

- A. Regularly employed bus drivers covered by this Agreement shall accumulate sick leave on the following basis:
1. Upon the completion of one (1) month's work, an employee shall receive one (1) day's sick leave per month at his/her normal daily rate of pay up to a maximum of ten (10) days per school year. Summer-bid run drivers shall be granted an additional four (4) hours per month as sick leave for the two (2) summer months which will be allowed to accumulate if not used.
 2. Substitute bus drivers shall not be eligible for sick leave.
 3. For sick leave pay, the employees must notify the School by 6:00 a.m. in order to procure the services of a substitute bus driver. Exceptions to this may be made at the discretion of the administration for emergency purposes.
 4. Sick leave may accumulate from year to year.
 5. An employee shall accumulate seniority during any periods he/she is on sick leave.
 6. Sick leave may be used for incapacitating illness of the employee.
 7. When, in the opinion of the administration, a bus driver is abusing sick leave privileges, a written statement from a qualified physician may be requested to verify the illness.
 8. Sick leave may be used for incapacitating illness of the employee or sickness within the immediate family. An immediate family member shall be defined as a spouse, children, parents, parent-in-law, grandparents, or any dependent of the employee's immediate household residence. Dependent shall be defined as an individual who is classified as a dependent by the U.S. Internal Revenue Service's definition.
- B. Upon the completion of one (1) month's work, bus maintenance personnel who work fifty-two (52) weeks per year shall receive one (1) day's sick leave per month at his/her normal daily rate of pay up to a maximum of twelve (12) days per school year. If employees' assignments are less than fifty-two (52) weeks, maximum days will be pro-rated on the basis of one (1) day per month of work.
- C. In lieu of unlimited accumulation of sick leave days, an employee whose normal work week is twenty (20) or more hours per week may opt to receive remuneration for unused sick days after the following dates:
- After September 1, 1991 - At .60 of their normal daily rate
 - After September 1, 1992 - At .70 of their normal daily rate
 - After September 1, 1993 - at .80 of their normal daily rate

It is understood that payment shall only be made for up to a maximum of the sick days earned per school year. Unused sick days not paid for by the School will be allowed to accumulate as per limitations of this contract. If a qualified employee chooses the "remuneration for unused sick days" option, hereinbefore described, the days for which payment is to be made shall not be allowed to accumulate and shall be forfeited annually. Payment for unused sick days, as previously described, shall be made

annually on the last pay period of the School's fiscal year. If this option is selected, written notice from the employee must be filed with the Payroll Office by April 1st of each fiscal year.

It is understood that only unused sick days in a given contract year will be used in calculating payment. Prior years' banked sick leave cannot be drawn.

ARTICLE XI

Personal Business Days

All employees, except substitutes, shall be entitled to a maximum of three (3) personal business days per year to take care of personal business which cannot otherwise be conducted outside of the normal working hours, and provided that the use of said days has prior administrative approval. It is expressly understood that the employee may be required to specify the reasons for the use of the business day prior to administrative approval.

ARTICLE XII

Bereavement Leave

In the event of the death of a child or spouse, all regular drivers, assigned run drivers, and bus maintenance employees shall be eligible to be paid at their normal daily rate of pay, up to a maximum of five (5) days, for the purposes of attending and making funeral arrangements prior to and after the funeral. If said employees are solely responsible for funeral arrangements of other relatives, they shall be granted up to five (5) days with pay for such activities.

Up to three (3) days may be granted by the administration at the normal daily rate of pay in the event of the death of a parent, brother, sister, grandparent, grandchild or in-law when the employee is not responsible for making the funeral arrangements. Personal business days may be used to attend funerals of relatives who do not meet the above requirements, providing such days are not previously used during a given year for other matters.

ARTICLE XIII

Leave of Absence - Maternity Leave

A. (An employee has the option of Section 1 or 2, but not both.)

1. All permanent female employees (excluding substitute drivers) who have completed their probationary period shall be eligible for maternity leave provided written request on forms provided by the Personnel Department are turned in not later than the fifth month of pregnancy. The maximum length of leave shall not exceed six (6) months exclusive of any extension. The driver shall specify the beginning and ending date of the leave at the time of making the application. The beginning date of the leave shall not be later than thirty (30) days prior to the expected date of delivery without permission of the administration. Once the beginning date is set, it shall not be thereafter altered except for good cause. The School reserves the right to demand a doctor's certificate as to the ability of the driver to continue driving during the term of pregnancy as well as certi-

ificate of health for return to work. An employee on maternity leave can request a thirty (30) day extension of leave in writing prior to the termination date of the leave where it can be medically shown that the driver is physically incapable to return. The extension may be renewed once thereafter for the above reasons. Maternity leave shall be without pay, but the employee shall accumulate seniority during the leave of absence.

2. A pregnant permanent employee (excluding substitute drivers) shall have the right, if she so desires, to receive sick leave benefits beginning at such time as she is no longer able to continue work and is physically incapacitated. It is expressly understood that this shall not include normal child care; and the employee shall not be entitled to avail herself of the foregoing unpaid maternity leave provisions if she chooses to receive sick leave benefits pursuant to the provisions of this paragraph. The following provisions shall apply:
 - a. All pregnant employees shall notify the administration of pregnancy at least five (5) months prior to the expected date of birth. Said notification is to be accompanied by a statement from the attending physician, giving the anticipated date of birth of the child. Said notification shall be filed with the Assistant Superintendent of Schools.
 - b. The employee shall be required to furnish medical certification of her continued ability to perform her duties as often as the administration may request, at its discretion.
 - c. The employee may be required to submit to physical examinations by a physician selected by the School Board.
 - d. To receive sick leave payments, the employee must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by her physician.
 - e. For all sick leave days claimed, the employee must have a physician's certificate verifying physical disability which prevents her from fulfilling her driving responsibilities.
 - f. Only earned sick days can be used when applying for this section.

B. Leave Of Absence - Union

Upon written application, any employee who is elected or designated by the Union as a delegate or representative to a Union function or elected or appointed to the International staff shall be granted a leave of absence without pay, but without loss of seniority, for one (1) year, subject to renewal, with the approval of the Union and School.

C. Leave of Absence - Sick Leave

Upon written application, any employee who is off work due to a non-industrial injury or sickness shall be granted a leave of absence without pay but without loss of seniority for a period of one (1) year, subject to renewal, with the approval of the Union and School. The Union and School agree that an employee who gives false reasons for obtaining a sick leave of absence is subject to disciplinary action for doing so.

- D. Upon termination of any leave, the employee shall be restored to his/her former position or one of like nature, seniority or status. No employee shall be entitled to be employed in another capacity while on leave of absence without the express written consent of the school administration. Violation of any of the above shall be cause for termination of employment.

ARTICLE XIV

Seniority

- A. All employees shall have seniority as of the date when first hired by the district as a permanent transportation employee.
- B. Newly hired bus drivers shall be considered probationary for their first twenty (20) working days unless the probationary period is extended by agreement of the School and the Union. Probationary employees may be released at the sole discretion of the School. Upon completion of the probationary period, the employee's name shall be entered upon the seniority list from the first work day as a permanent driver. The first day of work is defined as the day he/she is paid by the district to drive a run that the employee has been assigned on a permanent basis. The principle of seniority shall be considered as a factor in transfer from one bus to another, extra runs, layoffs and recall.
- C. Job Bidding
1. Bus Drivers - All permanent vacancies and new runs shall be posted within five (5) working days on the bus drivers' bulletin board at the school bus garage. Posting shall include run description and the estimated time of run. Applications for bids shall be submitted in writing during the five (5) day period, a copy forwarded to the employee and the Union. The senior employee shall be given first consideration provided he/she meets the necessary qualifications as determined by the Transportation Supervisor. Jobs posted shall be filled within five (5) days after the bidding time has elapsed.
 2. Bus Maintenance - All positions opened with the classification of bus maintenance employees shall be posted for five (5) working days. Application for bids shall be submitted in writing during the five (5)-day posting period by the employee seeking the job. The senior employee shall be given first consideration providing he/she meets the necessary qualifications as determined by the Transportation Supervisor and the Assistant Superintendent.
- D. Substitutes shall not have seniority and shall not be afforded the benefits of this contract. If a substitute that drives a bus at least twenty (20) working days within the preceding two (2) calendar months before being assigned a permanent run, he/she need not serve a probationary period. Substitutes who do not qualify for this waiver of the probationary period shall serve the entire probationary period. Any substitute hired to fill a temporary vacancy will not have seniority rights for layoff and recall purposes under the terms and conditions of the Labor Agreement.
- E. Loss of Seniority - An employee shall be removed from the payroll and shall lose all seniority when:
1. The employee quits.
 2. The employee is discharged for cause.
 3. The employee is laid off and fails to signify any intention of returning to work within forty-eight (48) hours of receipt of written notification by the administration which notification shall be sent by registered or certified mail to the employee's last address of record with the Personnel Department, return receipt requested.

4. Failure to report to work for sickness or other unavoidable reasons enough times to disorganize the bus runs. It is understood that absence two (2) days without notice or report will constitute sufficient reasons for discharge for all employees covered by this contract.
 5. Failure to report to work at the expiration of the leave of absence.
 6. Involvement in a personal injury accident which the employee is negligent in operating a school-owned vehicle.
 7. Two traffic citations while driving a school bus or school-owned vehicle.
 8. Loss of license or certification by the State Department of Education.
 9. He/She is on layoff status for a period of two (2) years without being recalled as a permanent employee.
 10. He/She is convicted of a felony in a court of law.
- F. It is understood that the seniority date will be established for drivers and bus maintenance employees after completion of the probationary period. Upon successful completion of the probationary period, seniority shall be from the first date employed on the permanently assigned run. Seniority for bus maintenance employees shall be from the first permanent hire date as a bus maintenance employee. Drivers must be certified before being eligible for seniority.

ARTICLE XV

Layoff

- A. Layoffs, except in special instances, will be in inverse order of seniority. Such special instances shall include:
1. Bus Drivers - Consideration of the size of the bus in relation to the driver's ability, past personality conflicts on a given run, health of the driver, attendance record over the previous calendar year and other causes that are just.
 2. Bus Maintenance - Layoffs of bus maintenance personnel shall be determined by the School in relationship to the employee's work-skill level. If skill levels are equal, the employee's layoff shall be determined by seniority.
 3. Substitutes - The School shall have the right to hire substitutes to fill a temporary vacancy for employees who may be on paid and non-paid leaves. In such cases, the substitute shall be paid substitute wages and shall not be eligible for benefits afforded in this contract.
- B. In the event of layoff or reduction of hours, the employer will notify the employee(s) to be affected, in writing, at least forty-eight (48) hours in advance of the effective date of layoff or hours reduced. Prior to hiring new employees, employees will be recalled in inverse order of layoff subject to Paragraph A above, by written notice mailed at least five (5) days prior to the specified report day. A written, postmarked, certified or registered letter shall be sufficient notice. It shall be the employee's duty to keep the last address on file at the Central Office. In addition to notice to the employee, the Union chairperson shall be notified by postmarked, certified or registered mail.

- C. The employee shall report to work on the date specified on the notice or make other arrangements prior thereto with the Supervisor of Transportation. In the event the employee fails to report for work as specified or prior arrangements are not made, then the employee shall lose all seniority and right to recall, and the next name on the list shall be notified.
- D. Seniority list shall be kept for purposes of recall for a period not to exceed two (2) years.
- E. Through the layoff process or necessary hour reductions of bus drivers from their normal established hours per week and/or day, the senior driver shall have the right to displace the least senior driver working the same or less hours per week and/or day. It is also understood that such displacement shall only be an equal hour basis and downward in terms of hours normally worked.
- F. A full-time active regularly employed driver will have first call for substitute driving during the period of layoff by using the same trip-board method described in Article XXI Extra Trips. It is expressly understood that an active employee shall be responsible for their usual work assignment and will only be allowed to substitute if they have no run when substitute work is available.

Drivers who are on layoff status will have second choice by seniority for substitute work if an active driver is not available. Substitute drivers will have third choice, providing active drivers and layoff drivers are not available for work.

Exceptions may take place in the above procedures when an emergency takes place.

ARTICLE XVI

Non-Bargaining Unit Employees

Non-bargaining unit employees, including supervisory employees, shall not perform work normally performed by employees in the bargaining unit, except when instructing or training employees or in case of emergency.

- A. If no employee of the bus driver's bargaining unit has successfully been transferred to an open position as provided for in this Article, the School shall grant interviews to other employees from other bargaining units represented by G.M.P. who have applied for the job. It is expressly understood that the School is under no obligation to transfer another employee to the open position but shall consider the employee through the interview process.
- B. It is understood that employees who successfully transfer from one bargaining unit to the bus drivers' bargaining unit shall not transfer seniority to the new unit. They shall, however, transfer any vacation time and accumulated sick days earned in the other bargaining unit.

ARTICLE XVII

No Discrimination

The School and Union mutually pledge that they will not interfere with, restrain or coerce the employees in their rights, privileges or obligations under Act 336 of 1947, as amended (Public Employment Relations Act). The provisions of this Agreement shall apply to all

employees covered by this Agreement without discrimination on account of race, creed, color, national origin, sex, age or religion.

ARTICLE XVIII

Grievance Procedure

- A. A grievance shall be an alleged violation of the expressed terms of this contract.
- B. The Union shall designate a grievance committee and a chairperson thereof which shall be given the power to act for and on behalf of the Union in the settlement of grievances. Upon designation or any subsequent changes, the foregoing committee and chairman of the School shall be informed in writing. The handling of grievances may be done on school property but not during the normal working hours of the employees.
- C. The term "days" shall mean workdays.
- D. Written grievances, as required herein, shall contain the following:
 - 1. It shall be signed by the grievant or grievants and the Union Chairperson.
 - 2. It shall be specific.
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 - 4. It shall cite the section or subsections of this contract alleged to have been violated.
 - 5. It shall contain the date of the alleged violation.
 - 6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- E. Level 1 - An employee having a grievance may discuss same with his/her immediate supervisor by himself/herself or with the Union Chairperson within two (2) days of the alleged violation in an attempt to resolve same. Within three (3) days of the discussion, the supervisor shall give his/her verbal answer to the grievance. In the event the Union is not present during the discussion, it shall be informed by the supervisor of the supervisor's disposition of the grievance. In the event the grievance is not satisfactorily resolved at Level 1, the Union may proceed to Level 2 by reducing the grievance to writing in accordance with Paragraph D within three (3) days of the verbal disposition and filing same with the employee's immediate supervisor. The Union Chairperson's signature must be on all written grievances.

Level 2 - Within three (3) days of filing the written grievance, the immediate supervisor shall hold a meeting with the grievant and the Union committee to discuss the grievances. Within two (2) days of the discussion, the immediate supervisor shall answer the grievance in writing, stating whether the grievance is granted or denied along with the reasons therefor.

Level 3 - In the event the Union is not satisfied with the disposition of the grievance at Level 2, it may proceed to Level 3 by filing the grievance and all written responses along with the written reasons of rejection by the Union with the Superintendent or his/her designee within two (2) days of the answer at Level 2.

Within ten (10) days of the appeal, the Superintendent or his/her designee shall hold a discussion of the grievance with the grievant, the committee and a Union district representative. The Superintendent or his/her designee shall answer the grievance with reasons within five (5) days of the discussion.

Level 4 - In the event that the Union is not satisfied with the disposition of the grievance by the Superintendent of Schools or his/her designee, the Union may, in his/her sole discretion, appeal same to the Board of Education by filing a copy of the written grievance and answer by the Superintendent along with the reasons for rejecting the Superintendent's disposal of the grievance with the secretary of the Board of Education not less than five (5) days prior to the next regularly scheduled board meeting. Upon receipt of the grievance by the Board of Education, the Board shall, within one (1) month, schedule a private hearing on the grievance with the full Board of Education or a committee designated by the Board of Education to hear the grievance and, upon the conclusion, shall render its written decision concerning the grievance with a copy being transmitted to the Superintendent of Schools, the Department of Transportation and the Union. The Union shall have the right to have its committee and district representative present during the hearing along with the grievant.

Level 5 - If the grievance is not satisfactorily resolved at Level 4, the Union may, within fifteen (15) days of the date of the decision at Level 4, submit the grievance for binding arbitration to the American Arbitration Association in writing, with a copy to the Board. The rules of A.A.A. shall govern the selection of the arbitrator. Should an employee or the Union fail to institute a grievance within the time limits specified, the grievance shall be deemed abandoned. Should an employee or the Union fail to appeal a decision within the time limits specified, all further proceedings shall be barred. Time limits, as specified herein, may only be mutually extended and, then, only in writing by both parties.

F. Prehearing - Neither party may raise a new defense or ground at Level 5 that has not previously been raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

G. Powers of the Arbitrator - It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

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 change any salary.
3. He/She shall have no power to change any practice, policy or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board. His/Her powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement, and he/she shall not imply obligations and conditions binding upon the Board from this Agreement; it being understood

that any matter not specifically set forth herein remains within the reserved rights of the Board.

4. He/She shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule, in writing, upon arbitrability before proceeding to the merits of the case.
 6. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
 7. Both parties agree to be bound by the award of the arbitrator, subject only to legal remedies afforded by courts of competent jurisdiction.
- H. Claims of Back Pay - All claims for back pay shall be limited to the amount of wages which would have been earned at the employee's regular rate of pay, and the arbitrator shall have no power to award damages or overtime pay. If, however, the assignment of overtime is the subject of a grievance, then the arbitrator shall have the power to effectuate the appropriate remedy subject to the foregoing. No decision for retroactive wage adjustment, in one case, shall be binding on other cases. No decision of the arbitrator for a retroactive wage adjustment shall be valid beyond twenty (20) days preceding the date of the written grievance.
- I. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

ARTICLE XIX

No Strike

The Union will not call or sanction or in any way participate in any strike or concerted work stoppage or refrain from the full, faithful and proper performance of the duties of the employees covered by this Agreement during the life of the contract. Should the employees participate in said work stoppage or the aforementioned slowdown or refuse to report to work for any reason other than reasons hereinbefore excused in this contract, the Union shall, within forty-eight (48) hours upon receipt of written notice from the School, be obligated to post copies of the following notice on the bulletin boards and the school bus garage and shall grant permission to the School Board to publish said notice in a local newspaper or circulation within the district.

We have been advised by the _____ that a strike (stoppage) has occurred. Inasmuch as no such strike or stoppage has been called or sanctioned by the Union, if you are engaged in any such strike or stoppage, you are hereby instructed to return to work immediately.

It is expressly understood by the employees that striking by public employees is strictly prohibited by law and will not be tolerated by the school district nor the taxpayers of the school district.

ARTICLE XX

Savings

In the event that any federal or state legislation, governmental regulations or court decisions cause the invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

ARTICLE XXI

Extra Trips

Extra trips shall be posted at the bus garage and given out to all regular assigned run drivers according to the trip board. The trip board shall be established by listing each of the above employees by their seniority date. The moving of the trip pin shall be done consecutively until a driver has agreed to drive a run. When the pin is at the bottom of the list, it shall return to the top. This shall be done by one of the bus drivers' committees after the order of the trip is given to the chairperson of the committee. Substitutes shall be given consideration if a regular or assigned run driver is not available. Once trips have been assigned, drivers will not be allowed to trade one trip for another with other drivers.

ARTICLE XXII

Transfers

Normally, transfers from one bus run to another will not be effectuated during the school year except in accordance with seniority. However, it is expressly understood that the School reserves the right to transfer an employee from one bus run to another in the event of excessive personality conflicts with parents on the bus run.

ARTICLE XXIII

Union Security

- A. Each assigned driver, regular run driver, mechanic and bus maintenance person, as a condition of continued employment, hired after the first day of December 1974, must, after his/her twenty (20) working days of employment or the effective date of this Agreement, as a contribution toward the administration of this Agreement and the representation of such employee, provided, however, that each employee will have available to him/her membership in the collective bargaining agency on the same terms and conditions as are available to every other member of the Union. The service charge for the first month shall be in an amount equal to the collective bargaining agent's regular and usual initiation fee and monthly dues and for each month thereafter in an amount equal to the regular and usual monthly dues. The School will, within three (3) days after receipt of notice from the collective bargaining agency, a copy of which shall go to the employee, discharge immediately employees who are two (2) months delinquent in their payments to the collective bargaining agency.
- B. Checkoff - The Union shall provide the employees with checkoff forms to be filled out by the employee to authorize the agency shop fee hereinbefore specified. Upon receipt of such written and signed authorization, the employer agrees to deduct the fee from the employee's earnings for the first paycheck of each month and remit same

to the secretary-treasurer of the local Union within fifteen (15) days after such deductions are made along with a list of the names from whom such deductions are made. Authorization forms shall continue in effect until revoked in writing by the employee or until termination. The employer need honor only one (1) authorization per employee per year. All refunds of dues or fees shall lie solely with the Union. It is expressly understood that the employer need not deduct any assessment under the terms of the article.

ARTICLE XXIV

Travel Time and Expenses

- A. Employees shall receive their normal hourly rate of pay when driving out of the district for all time spent driving as well as standing by waiting for the conclusion of a contest, performance, etc., except when the trip shall entail an overnight stay, the employee shall not be paid during such time he/she would normally be sleeping or resting. Generally, compensation shall cease when he/she is not required to drive the bus after checking into the place of lodging.
- B. The School shall pay for meals and lodging where necessary commensurate with the passengers so transported.
- C. Where drivers are required to stand by because of a breakdown of a vehicle or weather conditions, they will be paid at their normal hourly rate of pay.
- D. When the Transportation Supervisor approves employees' use of their own vehicles in handling school business, the employee shall be compensated at a rate established by the Board of Education. It is expressly understood that driving to and from work daily does not merit reimbursement.

ARTICLE XXV

Discharge and Discipline

- A. Assigned bus drivers, regular run bus drivers and bus maintenance employees shall not be disciplined or discharged without good and sufficient reason. Any employee discharged shall, if he/she so requests, be granted an interview with the Union representative before being required to leave the premises. In all cases of discharge, the Union committee shall be notified immediately.
- B. Any such discharge or discipline imposed will be subject to the grievance procedure. Written warnings and reprimands will be removed from the employee's personnel file after twelve (12) months from date written.

ARTICLE XXVI

Duration

- A. This Agreement shall be effective as of the 31st day of August, 1991, and shall remain in effect until the 31st day of August 1994, and thereafter until either party serves a sixty (60) day written notice specifying the desire to modify or terminate this Agreement. It is expressly understood that in the event neither party notifies the other within the sixty (60) day period above specified, this contract shall automatically extend for a period of one (1) school year.

APPENDIX A

A. Wages

	1991-92 Contract Yr	1992-93 Contract Yr	1993-94 Contract Yr
Substitutes and Probationers	\$ 7.00	\$ 7.10	\$ 7.20
Regular & Assigned Run Drivers	10.15	10.71	11.35
Certified Skilled Mechanics	12.12	12.78	13.54
Skilled Mechanics	9.03	9.23	9.43
Night Maintenance	8.72	9.19	9.73

The rates listed above shall be effective as of the first day of school for each contract year.

(It is noted that the Board is not obligated to fill all positions listed above.)

B. Health Insurance

1. In addition to the above stated hourly rate, those employees who work at least thirty-eight (38) weeks and twenty (20) or more hours per week as their usual work assignment are eligible for the current hospitalization policy (Group No. 65398-001). This policy includes the ML rider - x-ray and lab and pays the first \$5. In addition, the Master Medical Plan is 90-10 co-insured with \$50 deductible for single persons and \$100 deductible for family.

In addition to the above coverage, the School shall provide a prescription drug rider (no-pay) and the same dental health rider currently provided for the teaching staff for those employees who are eligible as stated above.

The School shall also provide the following riders for employees so eligible:

- | | |
|--------------|--------|
| 1. PP NV - 1 | 4. VST |
| 2. DC | 5. FAE |
| 3. CC - CLC | |

It is understood that the School reserves the right to select or change the insurance carrier, providing coverages are comparable to those specified above. Prior to changes in any insurance program or carrier, the School and Union shall meet to discuss any changes in coverages. It is understood that both parties shall mutually agree to any changes in coverages.

It is also understood that the Board of Education shall have the right to institute a self-insured dental program providing benefits of the plan are the same as the current BC/BS plan. If a self-insurance program is initiated by the Board, all premium costs shall be borne by the Board.

If work hours are cut during the school year by the School because of economic reasons, the driver who falls below the above requirements will continue to have both health (and riders) and life insurance benefits for the remainder of the academic school year. This applies only if hourly reduction is an action of the School and does not apply to any action of discipline, layoff, termination of service, or bus drivers' personal decision to take a lesser run.

C. Life Insurance Coverage

Employees who qualify for hospitalization insurance shall receive the following term life (AD & D) insurance policies to be paid by the School for both years of this contract. Coverage shall begin thirty (30) days after ratification by the parties of this Agreement.

Assigned & Regular Run Drivers	\$15,000
Certified and Skilled Mechanics	15,000
Night Maintenance*	15,000

*Only one coverage if also a driver

D. Clothing Allowance and Dress Code

1. Bus Drivers:

Each regular bus driver who qualifies for hospitalization as specified in this contract and is hired prior to November 1, 1992, shall receive one (1) heavyweight jacket for 1992-93 contract year. The School will order the jackets after consulting with the Bargaining Committee.

Reasonable attire shall be worn for all trips; no shorts shall be worn in extreme hot weather on out of town trips unless approved by the Supervisor.

2. Mechanics:

Work uniforms will be provided by the School at no cost to the mechanics.

- E. All fifty-two (52) week bus maintenance employees are entitled to two (2) 15-minute breaks providing the employee works a scheduled eight-hour day. If such employees work less than an eight-hour day, they will have one (1) 15-minute break. Break schedules will be arranged with the Transportation Supervisor.
- F. The School shall pay for all physical examinations and x-rays for bus drivers as required by law. Additional services undertaken by a physician not required by law shall be at the driver's expense. Drivers will be reimbursed for chauffeur licenses and administrative approved conferences.
- G. All employees are subject to the Employee's Retirement Fund as required by law.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the respective officers and representatives thereunto duly authorized this 10th day of February, 1992.

GLASS, MOLDERS, POTTERY, PLASTICS AND ALLIED
WORKERS INTERNATIONAL UNION, AFL, CIO, CLC ON
BEHALF OF ITS LOCAL 120B

COLDWATER COMMUNITY SCHOOLS

By J. B. Broem
Union Representative

By Adam Rubin
President, Board of Education

Bonnie L. Hartweg
Chairperson

Wynston Ansari
Vice-President, Board of Education

Carman Sweet
Committee Member

Richard Gibson
Secretary, Board of Education

[Signature]
Committee Member

[Signature]
Committee Member