

6/30/93

AGREEMENT

between

THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO

and

LOCAL UNION NO. 214

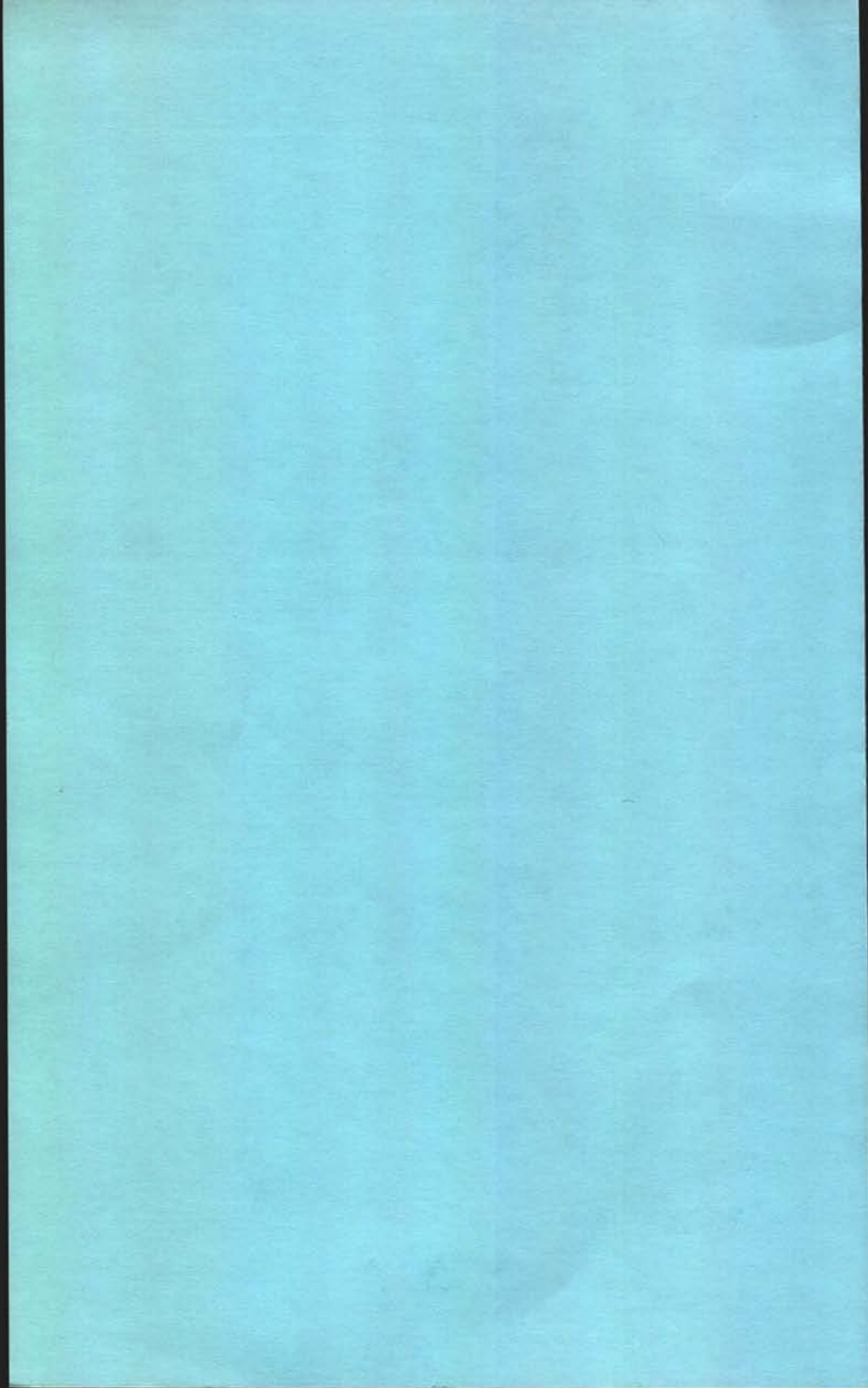
affiliated with

**THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA**

1991 - 1993

Kalamazoo School District

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University



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THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
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1991 - 1993

This Agreement entered into this _____ day of _____, 1991, by and between the School District of the City of Kalamazoo, Kalamazoo County, Michigan, hereinafter called the BOARD and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called the UNION.

WITNESSETH

Whereas both parties following a period of negotiations have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

Section 1 - The Board hereby recognizes Teamsters Local Union No. 214 as the exclusive representative as defined in Section II of Act 379, Public Acts of 1965, in regards to wages, hours, and other terms and conditions of employment for all bus drivers employed by the Board. The term driver when used hereinafter in this Agreement shall refer to all employees represented by the Union in the bargaining unit as above defined.

Section 2 - The Union, its members and the Board of Education agree to provide equal employment opportunity to all persons without regard to race, creed, color, sex, age, national origin, or religion.

Section 3 - Steward:

- A. The Board recognizes the right of the Union membership to elect two (2) job Stewards from the Board's list of seniority employees.
- B. When ten (10) or more summer assignments will be filled during the summer work period, at least one (1) of such

position shall be awarded to a Union Steward, who will normally be the Senior Steward, unless neither of the designated Union Stewards desires to work during the summer work period. The Steward shall be given only such extra seniority to allow him/her to accept the last available assignment.

ARTICLE II - DRIVERS' RIGHTS AND DEDUCTION OF DUES

Section 1 - Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every driver employed by the Board shall have the right to freely join the Union for the purpose of collective bargaining in regard to wages, hours, and other terms and conditions of employment. Membership in the Union is not compulsory. Employees have the right to join, maintain or drop their membership in the Union. Neither party shall assert any pressure on or discriminate against an employee in regard to such matters. However, each employee in the unit shall pay his/her own way and assume his/her share of the unit's financial obligations along with the receiving of economical benefits contained in this Agreement, including dues, initiation fee or service fee.

Section 2 - In accordance with the provisions set forth under Section 1 of this Article, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union the employee's collective bargaining representative an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union which shall be limited to an amount of money equal to the Union's regular and usual dues. For present drivers, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later; and for new employees the payment shall begin thirty-one (31) days following the date of employment.

Section 3 - During this Agreement, the Board will deduct from the pay of each employee covered by this Agreement who authorizes the Board to do so in writing, the initiation fee and monthly dues or service fee. These amounts to be determined by the Union. The Union will notify the Board of the amount to be deducted and any changes thirty (30) days in advance, provided, however, the Union will not request a change in the deduction amount more than one (1) time per year. The authorization for such deductions shall comply with applicable law and shall be presented to the Board prior to the start of deductions. Deductions shall be made once a month.

Section 4 - The Union will indemnify and hold the Board and its members harmless from all claims, costs and attorneys' fees arising from any claims by employees relating to deduction(s) for dues or fees required by this Article. It is clearly understood that the Board assumes no liability by reason of compliance with the provision of this Article and assumes no responsibility for collecting delinquent dues unless the delinquency is the result of the Board's action.

Section 5 - It shall be the responsibility of the Union's Job Steward to present dues deductions and initiation fees deductions authorizations to the School District's Human Resources Department.

ARTICLE III - CONTINUITY OF OPERATIONS

Section 1 - The Union agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage, or support any concerted action against the Board by any bus driving employee or any group of bus driving employees.

ARTICLE IV - BOARD OF EDUCATION RIGHTS

Section 1 - The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement and to the extent authorized by law, all rights to manage and direct the operations and activities of the School District and supervise the bus drivers are vested solely and exclusively in the Board.

Section 2 - The Board's right to reprimand, suspend and discharge employees for just cause and to insure safe operations includes the right to implement and administer reasonable rules, regulations and policies. The Board shall have the right to make rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, security, efficient and/or effective operations. This shall include the right to modify and enforce rules governing regulation and testing for substance use, provided however, such rules shall not be broader in scope than those required or allowed governing other transportation employees subject to U.S. Department of Transportation regulations. The Board shall make the Employees and the Union aware of new or modified rules and regulations prior to implementation. All Employees shall be required to adhere to the general policies of the Board and shall observe and obey all rules and regulations of the Board. The rules and regulations shall not limit the Board's right to discipline or discharge Employees under appropriate circumstances whether or not the cause for such action is addressed in said rules. Such discipline may be challenged through the grievance procedure.

Note: The parties agree that while the regulation of absenteeism and tardiness is subject to rules established pursuant to this Article, the provisions of the 1988-1991 Agreement and the practices, procedures and guidelines now used by the District to administer these rules shall remain in effect for the duration of the 1990-1991 school year and thereafter until replaced with a substitute absenteeism rule.

Section 3 - Subcontracting: The Board reserves the right to subcontract whenever such subcontracted services will provide more efficient services to the City of Kalamazoo School District.

Section 4 - The Board shall continue its practice of employing casual and on-call drivers to perform fill-in work, provided, however, these employees will not be assigned to routes which would lead to the lay off of seniority drivers and such drivers shall not hold a bid route which can be filled with a current seniority driver. Such casual and on-call employees are not part of this bargaining unit and not subject to the provisions and protections of this Agreement.

This provision does not alter the District's right to hire regular employees who are used for fill-in work and who are part of the unit and covered by the seniority provision of the agreement.

ARTICLE V - DISCIPLINE

The Board shall not discipline or discharge non-probationary drivers without cause. If an employee is going to receive a disciplinary action or discharge, the Board shall furnish a written warning notice or notice of discipline or discharge to the employee with copies of the same to the Union and the Stewards. The Stewards should be present for disciplinary action unless otherwise requested by the employee that the Stewards not be present.

The warning notice as herein provided shall remain in effect for a period of nine (9) work months from the date of said warning notice at which time it will be removed from the employee's files. Discharge must be by proper notice to the employees and the Union. Any employee may request an investigation as to his/her discharge or suspension. Should such investigation prove that an injustice has been done to an employee, the employee shall be reinstated and compensated at his/her usual rate of pay for the period he/she was out of work. A request by an employee for an investigation as to his/her discharge or suspension must be made by written request within five (5) calendar days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) calendar days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) calendar days, the case shall then be taken up as provided for in Article VI hereof.

ARTICLE VI - GRIEVANCE PROCEDURES

Section 1 - Definition of a Grievance: A grievance is defined as an alleged violation or misapplication of any provision of this Agreement.

Section 2 - Procedure:

A. Verbal: Any employee having a grievance must take the matter up with the employee's Steward within five (5) working days after the employee has knowledge or reasonably should have known of the violation or misapplication of the contract. In matters involving discipline, the Director will, as promptly as possible, arrange for a Steward to be present. The immediate supervisor shall respond to the verbal grievance within three (3) working days after the date it was discussed.

B. Written:

Step 1: If the grievance is not settled under the verbal procedure, the Steward will reduce the grievance to writing on the appropriate form and deliver it to the Director of Transportation within three (3) working days after the answer was due. Such grievance shall be dated and signed by both the Steward and the employee. It must state the facts upon which the grievance is based, the article violated, and the day it was discussed at the verbal step of this procedure. Policy or class grievances need only be signed by the Steward. The Director of Transportation shall have five (5) working days to respond to the grievance after the date it was filed. The Director shall sign and date the grievance to acknowledge receipt, and will keep a copy and return the original and one copy to the Union Steward.

Step 2: If the grievance is not settled, the Union may, after five (5) working days from the receipt of the Director's answer, or the date it was due, deliver to the Director of Contract Administration a request for a meeting between the parties. Such meeting will be held within seven (7) working days from the date of the request. The Director of Contract Administration shall be allowed five (5) working days after the meeting to render a written decision.

Step 3: In the event the grievance is not satisfactorily settled at Step 2, the Union shall have ten (10) days in which to submit the grievance to binding arbitration in accordance with the procedures set forth below or to the Teamsters Local 214 Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the Board in writing. The decision of the Grievance Panel shall be made within sixty (60) days of the notice to the Board of submission of the Grievance Panel. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have ten (10) days after the Panel's decision to submit the matter to arbitration in accordance with the procedures set forth

below. If the grievance is not so submitted within ten (10) days, it will be considered closed on the basis of the last disposition.

- a. If the matter is not resolved under Step 2, the Union may appeal to arbitration by giving written notice of the appeal to the Director of Contract Administration within thirty (30) calendar days after the Step 2 answer was due or received by the Union. All matters to arbitration shall be done under the rules of the Federal Mediation and Conciliation Service except as modified herein.
- b. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement. The arbitrator shall also be without power and authority to make any decision relating to the discipline or discharge of any employee who has not completed his/her probationary period.

Section 3 - Arbitrator's Decision, Fees:

- A. It shall be the responsibility of the arbitrator to render a decision within thirty (30) days of the closing of the case, if possible.
- B. The charges of the arbitrator for his fees and expenses will be borne equally by the parties. If a fee is charged for the room where the hearing is held, this also will be borne equally by the parties. Each party shall pay the expenses of its own witnesses and representatives.
- C. The arbitrator's decision on an arbitrable matter within the jurisdiction shall be final and binding upon the Board, the Union and the employee(s) involved.
- D. Only one grievance shall be presented to an arbitrator in any one hearing and on any one day, unless the parties agree in writing to combine grievances for the same arbitrator or the grievances involve the same incident and the same issues.

Section 4 - Definition of Working Days: As used in this Article, "working days" shall be Monday through Friday inclusive, excluding any paid holidays provided for in this Agreement.

Section 5 - Settlement of Grievance and Time Limits: Any written grievance not appealed to the next Step in accordance with this Article by the Union shall be deemed resolved on the basis of the Board's last response, without precedent. Any written grievance

not responded to by the Board within the applicable time limit shall automatically advance to the next Step of the grievance procedure. Time limits may be extended by mutual agreement.

ARTICLE VII - SENIORITY

Section 1 - Seniority is defined as the driver's length of employment by the District in this unit since their last date of hire subject to the other provisions of this Article. Seniority shall be utilized solely for those purposes and to the extent specifically authorized by other provisions of this Agreement.

Section 2 - When a new employee is hired, he/she will be a probationary employee for the first ninety (90) days of employment. A probationary employee will have no seniority rights, but when such rights are acquired, service will date back to the last date of employment. The District may terminate the employment of a probationary employee at any time with or without cause or notice and such action shall not be subject to review in the grievance/arbitration procedures.

Section 3 - Loss of Seniority: An employee's seniority will terminate for any of the following reasons:

- A. If he/she quits or retires.
- B. If he/she is discharged for just cause and the discharge is not reversed through the grievance procedure.
- C. An employee who has been laid off fails to report within five (5) working days after being notified to return to work, or after being recalled by registered mail, certified mail or telegram at his/her last address or record as shown on the Board of Director's books. It is the employee's duty to notify the Board's personnel office of any change of address.
- D. If he/she is absent from work for three (3) consecutive working days without properly notifying the Board or Director.
- E. If he/she does not return to work on the required date following a leave of absence, unless excused in writing by the Director and the Board's personnel office.
- F. If he/she is laid off or on leave of absence for any reason, other than workers' disability compensation leave, for a period equal to the length of his/her seniority at the time his/her layoff or leave began or one (1) year, whichever is less.

Section 4 - Layoff and Recall:

- A. In reducing the work force because of lack of work, or other legitimate cause, the last employee hired shall be the first employee laid off, and the last employee laid off shall be the first employee rehired within the bargaining unit, providing that the remaining employees are qualified and able to perform the remaining work after a layoff and the eligible employee is qualified and able to do the available work in a recall. If not, seniority will be a secondary factor only as necessary to secure a qualified employee.
- B. In the event of a recall from layoff, an employee so recalled shall be given five (5) working days notice of recall to work, mailed to his/her last known address by certified letter, return receipt requested. In the event the employee fails to make himself/herself available for work at the end of said five (5) working days, he/she shall lose all seniority rights under this Agreement and shall be considered a voluntary quit.

ARTICLE VIII - SCHEDULING

Section 1 - Introduction: The parties recognize that the Board retains the right to establish, alter and amend all transportation routes and schedules and to add runs, routes or special trips as it sees fit to provide for the efficient and complete satisfaction of all transportation needs. The parties further recognize that the drivers have an interest in selecting available assignments in a fair and predictable manner. This article is intended to provide a method to secure fair selection of driving assignments.

Section 2 - Definitions: The following definitions shall be used in composing and assigning driving opportunities:

- Route:** An established schedule and combination of runs which begin and end at the transportation yard.
- Run:** An established schedule and path which may be either:
 - a) Pick-up or return home schedule for students of a particular school;
 - b) Shuttle for students between school buildings or other facilities during their school day;
 - c) Travel to and from transportation yard or between runs defined above in a) or b).

Base Assignment: An established schedule and combination of routes, normally a morning route and afternoon route, which form the basic work day for each regularly assigned driver.

Noon Assignment: An established route which begins after 10:00 a.m. and prior to 1:00 p.m. and which is not coupled with a morning or afternoon route.

Summer Assignment: An established schedule and combinations of routes to be available during the summer school work period.

Extra Assignments: An irregular or one time route which includes but is not limited to approved field trips, athletic events and special events. This also includes a route which is scheduled to occur less than every school day during the school term. These trips will be scheduled with the Transportation Department and scheduled in accordance with this agreement. This does not include an unanticipated or emergency run during the school day which may be added to an existing route within the discretion of management.

Section 3 - Bidding: The bidding procedures below are not used to provide fill-in for routes which are open due to the absence of the driver who normally holds the bid assignment. These routes will be filled on a daily fill-in basis by assignment to call-in drivers or drivers not scheduled to work during the time needed to cover the available assignment.

A. Transition Bidding: For Fall, 1991, and 1992, only.

The schedule of all base assignments for the regular school period will be published by the Monday before the school year begins in 1991 and 1992. Each driver will be offered the right, in seniority order, to select from the available base assignments. That assignment will become the individual's bid assignment. The assignments bid for in the fall, 1992, shall not be automatically re-bid thereafter.

B. Noon Assignments Bidding: drivers requesting a noon assignment during the regular school period shall advise the Transportation Office of that request by the Monday before school begins each year. Drivers will be assigned a noon assignment on the first day of the school year.

A list of biddable noon assignments will be posted on the last day of September. Thereafter, each driver will be offered the right, in seniority order, to select from the available noon assignments which do not conflict with their base assignments. No driver shall be allowed to bid for a noon assignment which, when combined with their base assignment, will create an overtime work schedule unless no other noon schedule is available which can be performed without overtime. That noon assignment shall become the individual's bid noon assignment for the remainder of the school year.

- C. Extra Assignment Bidding: Extra assignments shall be made available on a rotating basis to all regular non-probationary drivers who hold a regular bid work assignment during that school term. The following steps will be followed to award bids for trips. The parties agree that these procedures are established on the assumptions that all drivers wish extra assignments and are available for assignment when the assignment is available. It is the drivers' responsibility to be aware of their position on assignment lists and trips that are available to them.
- (1) A list of all known field trips will be posted by 9:00 a.m. on the second day prior to the trip, along with a list of the drivers who have been assigned the trips. (Thursday will be the appropriate day for Saturday, Sunday and Monday trips as a single unit.)
 - (2) Each driver assigned to an extra assignment for a day shall, by 4:30 p.m. on the day of the posting, submit a preference list for the available assignments. The assignment will be made in seniority order to the bidders' preference. Drivers will be notified by the end of the day prior to the trip which assignments they have.
 - (3) Extra assignments not known prior to the posting deadline or not filed by the above procedure because an eligible driver does not submit a bid will be offered in rotating seniority order from a second seniority rotation list.
 - (4) Drivers who choose not to bid on a posted assignment or to perform an offered unposted assignment or who cannot be reached on one verified call to perform an unposted assignment shall be passed on the appropriate rotation list as though they performed the assignment.
 - (5) Notwithstanding the above general rule, scheduled routes which occur less than every day during the school term will be assigned to a fill-in driver.

(6) Special Rules.

- (a) The absolute seniority among drivers shall prevail when drivers with higher and lower seniority are eligible to bid for the same unit of extra assignments.
- (b) A driver whose name appears at the top of both the regular and emergency lists at the same time must elect the assignment he/she prefers when both assignments come up at the same time.
- (c) If a driver is ill on the day their name is posted, the dispatcher will call that person by phone and fill the bid sheet out for them. If the driver cannot be reached, that driver will be assigned an assignment by the dispatcher.
- (d) During down time (Winter break, Spring break) the rotation list will go back to the top until regular school begins. Then it will resume where it was before the break. This separate list will be used for all assignments which begin after midnight on the last day of work prior to the break. A posting of all known assignments to be available during the break period will be put up at 9:00 a.m. on the second day prior to the first day of the break period.
- (e) If an awarded trip is cancelled before the driver reports for the trip, the driver will be eligible to bid the next available posting in order of seniority. If the driver reports for the trip and it is cancelled, the driver will be paid the guaranteed two (2) hours.

D. Summer Assignment Bidding:

- (1) List of biddable summer assignments will be posted at least two (2) weeks prior to the end of the regular school period if possible. This list will be posted for forty-eight (48) hours during which time drivers with seniority may bid on these assignments. The most seniority bidding employee will have preference, and so on, provided that employee has the current qualifications and ability to do all the required work including special requirements to assist special needs riders on the preferred route.
- (2) A list of drivers with seniority who requested but did not receive a bid summer assignment shall be

maintained. Each open assignment during the summer period will be offered to the drivers on that list in seniority order.

E. Vacancies:

- (1) A vacancy is defined as a base assignment or a noon assignment which is not held as a bid assignment by a regular driver.
- (2) Within five (5) days after the vacancy occurs, the assignment will be posted on the bulletin board. The posting will remain up for two (2) full work days. All non-probationary drivers who are eligible to bid may place their name on the sheet requesting the assignment.

The assignment will be awarded to the most senior driver if all other matters such as ability and qualifications are equal. The successful bidder shall be notified in writing of the selection.

- (3) A driver who has successfully bid to and been awarded a job pursuant to the provisions of this Article shall remain in that assignment for at least two (2) full months of work before he/she may bid on any other vacancy, provided however, that no employee may move to an open assignment more than two (2) times per year, and provided further, however, that if the Board modifies the bid assignment in such a manner that the normal actual hours of work are changed by more than one-half (1/2) hour, this provision will not apply to that individual. The limits contained in this section apply separately to base and noon assignments.
- (4) The Board reserves the right to hire from the outside providing no driver in the unit bids on a vacancy or there is not qualified bidder for the job.

ARTICLE IX - HOURS AND WORK ASSIGNMENTS

Section 1 - The Board shall establish starting time(s) for each employee based on the specific assignment the individual holds or is assigned. Each driver's work day shall begin at the first starting time of each day.

Section 2 - The starting time(s) of each route for each driver will normally include a preparation time prior to the initiation of the route. Each driver so assigned shall be responsible to warm the bus as needed, unplug the bus as needed and perform other safety, security and preparation work as established by the

Board. Failure to appear on time for this work shall be the same as failure to be on time for any other assignment.

Section 3 - The Board has the right to schedule employees to attend in-service training sessions. Attendance at sessions scheduled at least forty-eight (48) hours in advance shall be mandatory.

Section 4 - The Board may request that unit employees perform various functions which are not part of the drivers normal duty assignments for the Transportation Department. Performance of that work, except for making route maps, shall be voluntary.

ARTICLE X - WAGES

Section 1 - Wages:

- A. The following pay schedule shall apply to all drivers when performing driving duty. Anniversary date shall be based on the last date of hire:

	07/01/91	01/01/92	07/01/92	01/01/93
Start	7.85	8.10	8.60	8.85
After 1 Year	8.35	8.60	9.10	9.35
After 2 Years	8.70	8.95	9.45	9.70
After 3 Years	9.04	9.29	9.79	10.04
After 4 Years	9.37	9.62	10.12	10.37
After 5 Years				

After five (5) complete years of service to the School District as a driver, the Board shall pay said Driver \$100 longevity pay. The amount will be paid in a separate check during the last pay period of the school year.

- B. The Board will pay all drivers at the rate of \$7.00 per hour for all hours spent in assignments described in Article IX, Sections 3 and 4, except that when a driver forfeits regularly scheduled work hours on their base or noon assignment to attend an assigned in-service, they shall be paid their regular rate. Drivers who work as an aide on a bus will be paid at the applicable aide rate for that work.
- C. Drivers will be paid time and one-half (1 1/2) for all hours actually worked in a work week in excess of forty (40) hours. The work week will begin and end on at Saturday midnight for purposes of this calculation. There will be no pyramiding of hours or overtime for hours receiving premium pursuant to other provisions of this Agreement.

Section 2 - Wage Guarantee Provisions:

- A. Regular seniority drivers who hold assignments pursuant to their bidding rights established in Article VIII shall be protected by the following guarantees:
- (1) Each driver who bids for and holds a base assignment or a summer assignment shall be guaranteed four (4) hours of pay for that base assignment.
 - (2) Each driver who bids for and holds a base assignment or a summer assignment which requires the use of a lift bus shall be guaranteed five and one-half (5 1/2) hours of pay for that base assignment.
 - (3) Each driver who bids for and holds a base assignment and, in addition, a noon assignment shall be guaranteed up to two (2) hours of pay for the noon assignment. This guarantee will be reduced by the amount of time a driver's base assignment exceeds six (6) hours. [In effect, no driver will receive compensation in excess of eight (8) hours per day because of the guarantee provided in this paragraph.]

The guarantees offered in this section apply only when the driver performs all of the routes included in the schedule for the day, whether the failure to work all routes results from driver inability to perform all assignments or a school schedule which cancelled one or more of the routes. In such event, the driver will receive pay for his/her actual hours of work for that day.

- B. Regular seniority drivers shall, in addition to those items above, qualify for protection of the following guarantees:
- (1) Each driver who accepts an extra assignment shall be guaranteed two (2) hours of pay for that assignment.
 - (2) Each driver who accepts an extra assignment which is scheduled after the end of the regular school day or on Saturday and which will be of five (5) or more hours in length, shall be provided an admissions ticket to the event, if applicable, and a meal reimbursement of \$6.25.
 - (3) Each driver who accepts an extra assignment requiring an over night stay shall be guaranteed sixteen (16) hours of pay for the assignment, plus reasonable reimbursement for lodging and meals.

- (4) Each driver required to attend an in-service training session or any other meeting called by the Board or conducted by the Transportation Department which is not contiguous with scheduled working hours shall be guaranteed one (1) hour of pay for the session.
 - (5) Any driver who is directed to report for work by the Supervisor of Transportation and for whom no work is provided shall be guaranteed two (2) hours of pay for so reporting.
 - (6) If the Board publicly announces that schools will be closed for the day due to inclement weather or any other act of God, and the District is not required under MCL 388.1701 to make up such day in order to receive aid from the State of Michigan, all employees covered by this Agreement who have completed their probationary time and who were scheduled to report to work on said day will be paid their latest scheduled daily pay based on their hourly rate. The parties acknowledge that this provision has been entered into based on the current state law set forth in MCL 388.1701 regarding make-up of Act of God days and receipt of State aid. In the event such law changes, the parties agree that they will meet and negotiate a new provision regarding such days.
- C. The guarantees provided by sections A and B shall be considered to be hours actually worked for purpose of overtime calculation. Except as provided above, overtime pay will be calculated based on hours of actual work.
 - D. Employees shall be paid time and one-half (1 1/2) for all work scheduled and performed on Saturdays, Sundays and holidays (as defined in this Agreement).

ARTICLE XI - BENEFITS

Section 1 - Health Insurance:

- A. The Board will pay the single subscriber coverage rate for Blue Care Network, capped at \$105.00 effective July 1, 1991, and to \$115.00 effective July 1, 1992. Any extra premium cost shall be deducted from the employee's hourly wages.
- B. In addition, the Board will pay fifty (50%) percent of the extra premium cost for providing double or full family coverage to individuals with more than four (4) years of seniority who elect the extra coverage and

agree to deduct their portion of the premium from their wages.

- C. An employee may elect not to be covered by the insurance set forth above. Such election must be for no less than a six (6) month period. The periods for which such election may be made shall be January 1 to June 30 and/or July 1 to December 31. An employee who elects not to be covered by insurance for the six (6) month period shall notify the Board of his/her election, in writing 30 calendar days before the start of the six (6) month period in which the employee elects not to be covered.
- D. An employee who elects not to be covered by insurance for a six (6) month period shall receive a lump sum payment equal to fifty (50%) percent of the premiums provided by Section A above saved by the Board for the six (6) month period as a result of the employee electing not to be covered by insurance. Such lump sum payment shall be paid to the employee on the first pay day of the last month of the six (6) month period for which the employee elects not to be covered.
- E. An employee who elects not to be covered may not revoke that election during the six (6) month period.

Section 2 - Holidays: The following days shall be paid holidays:

Labor Day
Thanksgiving
Memorial Day

Eligibility requirements for said holiday pay shall be as follows:

- A. Employees shall have thirty (30) days of continuous service before such holiday; and
- B. Employees shall have completed the last scheduled work day prior to the holiday and commence work at the scheduled time on his/her next scheduled work day after the holiday, unless authorized absence is in effect. Requests for such authorized absence shall not be unreasonably withheld. Unauthorized absences shall result in forfeiture of such holiday pay.

Section 3 - Winter Break Bonus: The Board shall pay all bargaining unit members four (4) days pay at the driver's then current hourly rate for their normal actual hours worked per day for the non-work period prior to New Year's. To be eligible, an employee shall have completed thirty (30) days of continuous service before winter break. Payment of the bonus will be by separate payroll check.

Section 4 - Retirement: The Board agrees to continue during this contract term to pay a five (5%) percent contribution to the Michigan Public Schools Employees Fund.

Section 5 - Life Insurance: For the duration of this Agreement, the Board will pay the premiums for all drivers having over five (5) years of continuous service to receive a life insurance benefit in the amount of \$2,000, as in past years.

Section 6 - Sick Leave:

- A. All full-time employees who have completed the initial probationary period shall receive sick leave credit at the rate of one (1) day per month. Such credit shall be credited on a monthly basis at a rate of one (1) day per month during the contract year at the beginning of each month during the contract year. Probationary employees shall not receive any sick leave until completion of their initial probationary period.
- B. The parties acknowledge that sick leave is an earned income protection benefit which provides benefits only under the specific conditions covered by the plan. The parties also acknowledge that the qualification for this benefit is unrelated to the treatment of such days under any absence control system which may be implemented in the future.
- C. Prompt and adequate notification of absence must be made to a person designated by the Director of his/her absence, by the employee or representative, no later than thirty (30) minutes, but not more than one (1) hour prior to the start of his/her work shift. Failure to make proper notification will result in loss of sick pay qualification.
- D. The Administration may, in its discretion, require a medical report from a licensed physician certifying to the necessity for the employee's absence due to illness or injury and, from time to time, require such certification as to the necessity for the continuation of such absence. A "licensed physician" as used in the Section means any physician or surgeon (MD), osteopath (DO), chiropractor (DC), doctor of dental surgery (DDS), chiropodist, podiatrist and psychologist who is lawfully licensed to practice his/her profession.
- E. Sick leave pay and other sick leave provisions of this Section shall not be allowed for absences due to illness or injury caused as a result of willful intent to injure oneself or another person, in the commission of any crime, or as a consequence of working for an employer other than the Board, or any other work for wage or profit. Attempted suicide shall not be considered a crime, for purposes of this Section provided that such

attempt is certified by a licensed psychologist or psychiatrist as having been caused by mental illness.

- F. Sick leave may be taken for illness in the immediate family, however, it shall be subtracted from the earned number of unused sick leave days. Likewise, absence because of a death in the immediate family shall be limited to five (5) days and shall be subtracted from the earned unused sick leave days. If an employee has no earned unused sick leave days and is absent from his/her assigned duty, said employee will not be reimbursed for such an absence or absences. The immediate family is defined as father, mother, sister, brother, husband, wife, son, daughter, grandparents, mother-in-law, father-in-law, brother-in-law, and sister-in-law. A day shall be defined as an employee's bid and scheduled daily assignment(s).
- G. (1) Accumulation of unused sick leave shall be unlimited.
- (2) All employees who have one or more years continuous service driving bus since their last day of hire and who are employed and on duty through the last student day of the school year shall be allowed to convert three (3) days of sick leave credit into a lump sum payment. If an employee has less than three (3) sick leave days accrued, his/her lump sum payment shall be prorated accordingly.
- (3) All employees who have one (1) or more years continuous service of bus driving since their last day of hire and who are employed and on duty through the last day of the school year shall be allowed to convert up to two (2) days of the prior school year's sick leave credits to additional personal business days to be added to their allocation in the next school year. To be eligible, the employee must have taken at least two (2) fewer sick days than they earned in the same year.

Section 7 - Personal Business Days:

- A. A personal business day during each contract year shall be provided for employees having more than one (1) year of continuous service since their last date of hire. Employees may accumulate up to a maximum of two (2) personal business days in any one (1) year. In addition, an employee may begin the school year with an additional two (2) personal business days because of conversion provided by Section 6(G)(3) above.

- B. Said leave shall be used only in situations or urgency for the purpose of conducting the personal business which is impossible to transact during off-duty time.
- C. Requests for personal business leave shall be made in writing to the Supervisor of Transportation five (5) days in advance of the anticipated absence except in cases of emergency. Said request will then be forwarded to the Superintendent's Office for final disposition.
- D. Personal business leave shall not be used for any other reason except that specific reason for which the leave was granted.
- E. Except in emergency situations, no personal business leave shall be granted during the last two (2) weeks of any school year.

Section 8 - Attendance Incentive: The Board and Union agree that prompt and regular attendance is critical to the Board's ability to perform its mission and necessary to avoid unfair burdens on employees who do perform without attendance problems. The Union will provide assistance in communicating the need for good attendance to all employees.

To provide a premium to those employees who excel in attendance performance, the following benefit is provided:

If a driver is not absent for a four (4) month consecutive period, that driver shall receive an additional day of pay for each such consecutive period, up to a maximum of three (3) bonus days in any contract year. A driver must be scheduled to drive during a month for that month to count as a month for purposes of this bonus.

Section 9 - The Board and Union agree that employees who work significant hours should receive a vacation pay bonus. Effective July 1, 1991, employees with more than four (4) years of seniority may earn one (1) week of income by working a minimum of 1260 hours in the contract year. A qualified employee who fails to meet the 1260 hour requirement because of an extended absence for illness or injury of thirty (30) consecutive calendar days or more shall receive a pro-rated benefit. A bonus earned in any year (beginning July 1, 1991, to June 30, 1992) will be paid by a separate check issued during the non-work spring break period in the following year or the first week after school is out for the summer in the following year. The check will be in the amount of the average hours of work performed by the employee during the earning year on their base and noon routes.

ARTICLE XII - SEPARABILITY AND SAVINGS CLAUSE

Section 1 - The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within collective bargaining and that the understanding arrived after the exercise of that right is set forth in this Agreement. The expressed provisions of this contract for its duration, therefore, constitutes the complete and total contract between the Board and the Union with respect to rates of pay, wages, hours of work and other conditions of employment.

Section 2 - If any provision of this Agreement is in conflict with any existing or future State or Federal laws or regulation or is declared legally inapplicable and unenforceable by a Court of competent jurisdiction, such provision shall become inoperative, but the validity of the remainder of this Agreement shall not be impaired and shall remain in full force and effect.

Section 3 - In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement of the provision held invalid.

ARTICLE XIII - JURY DUTY

An employee who is required to and reports for jury duty shall be paid their regular pay for each day of jury duty, provided he/she turns over to the Director or Board the jury duty pay received by him/her.

ARTICLE XIV - WORKERS' COMPENSATION

The Board shall provide workers' compensation protection for all bus drivers as required by law.

ARTICLE XV - GENERAL AND MISCELLANEOUS PROVISIONS

Section 1 - Each driver, as a condition of continued employment, must be able to provide the Board with a valid certificate of course completion from the Michigan Department of Education, Section 305A, Act 300 P.A. 1949, as amended. As a condition for continued employment, each employee must submit proof that he/she is certified as required by law without obligation to the School District for payment for such certification.

The District will schedule each driver to attend State certification sessions when available from the Public Transportation Department of KVUSD. Attendance at these sessions is not covered by Article X, Section 2(B)(4) of this Agreement.

Section 2 - Any driver whose driver's license has been suspended or receives driver violation points in excess of six (6) points shall be suspended from his/her assigned duties with the School District. The Board will pay for renewal of licenses required to operate school vehicle to transport children, upon the driver's proof of written evidence of payment.

If a suspended driver becomes eligible to return to work within ninety (90) calendar days of such a suspension, said driver may return with seniority credit for all driving service up to, but not including, the suspension. Any ineligibility of more than ninety (90) calendar days may, at the Director's discretion, result in discharge.

Any driver convicted of OUIL on or after the effective date of this Agreement shall be subject to discipline, up to and including discharge.

Section 3 - The Union recognizes the right of the Board to require physical examinations as prescribed by the Board and to be on file in the Board's personnel files. The Board shall select physicians for the purpose of administering physical examinations. The Board shall pay for all required tests, such as TB, as dictated by the Board and the State Board of Education.

Section 4 - Mechanics will drive buses in emergency situations only.

Section 5 - The Board shall make a rest room and lavatory facilities available and one room appropriately furnished shall be reserved for use as a driver lounge.

Section 6 - Telephone facilities shall be made available for drivers for local calls and for reasonable use.

Section 7 - It is agreed that reasonable standards of safety shall be maintained as they relate to the working conditions of the employees covered by this Agreement.

ARTICLE XVI - DURATION OF AGREEMENT

Section 1 - This Agreement supersedes and cancels all previous agreements verbal and written or based on alleged past practices, between the School District and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Section 2 - This Agreement shall become effective on July 1, 1991, and will remain in effect until midnight, June 30, 1993, and will automatically be renewed for successive periods of one (1) year unless either party gives written notice on the other

party at least sixty (60) days prior to the expiration date of its intention to amend or terminate this Agreement.

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214
affiliated with
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA

Business Representative
Local No. 214

By Mc Adams

Date: 29 Jan, 1992

Bargaining Committee Local
No. 214

By [Signature]

By _____

By _____

By _____

By _____

SCHOOL DISTRICT OF THE CITY OF KALAMAZOO
COUNTY OF KALAMAZOO

By Arthur B. Sweet

Arthur B. Sweet
Assistant Superintendent for
Human Resources

Date: January 30, 1992

