

RECEIVED

JUN 11 1990

RESEARCH DEPT.

100-100000-100000
100-100000-100000
100-100000-100000

TABLE OF CONTENTS

ARTICLE I	PURPOSE	1
ARTICLE II	RECOGNITION	2
ARTICLE III	UNION RIGHTS	5
ARTICLE IV	BOARD RIGHTS	7
ARTICLE V	WORKING CONDITIONS	8
ARTICLE VI	GRIEVANCE PROCEDURE	12
ARTICLE VII	DISCIPLINE OF EMPLOYEES	16
ARTICLE VIII	OTHER PAID LEAVES	18
ARTICLE IX	SICK LEAVE	19
ARTICLE X	UNPAID LEAVES	20
ARTICLE XI	SENIORITY	22
ARTICLE XII	REDUCTION IN PERSONNEL, LAYOFF, AND RECALL	28
ARTICLE XIII	COMPENSATION	31
ARTICLE XIV	SEPARABILITY	35
ARTICLE XV	NEGOTIATIONS PROCEDURE.....	36
ARTICLE XVI	CALENDAR	38
ARTICLE XVII	INSURANCE COVERAGE	39
ARTICLE XVIII	DURATION OF AGREEMENT	41
	1989-90 SALARY SCHEDULE	42
	1990-91 SALARY SCHEDULE	43
	1991-92 SALARY SCHEDULE	44
	LETTER OF UNDERSTANDING (1)	45
	LETTER OF UNDERSTANDING (2)	46
	PERSONAL BUSINESS DAY FORM	47
	NOTES	48



ARTICLE I

PURPOSE

1. This Agreement is entered into by and between the Mason Consolidated Schools Board of Education , hereinafter referred to as the "Board", and the Michigan Education Association - NEA, hereinafter referred to as the "Union". The term "driver" whenever used hereinafter shall apply to males and females alike.
2. The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. The parties agree that their undertakings in the agreement are mutual. Any previously adopted policy, rule, or regulations of the parties which contradicts an express provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE II

RECOGNITION

1. The Board hereby recognizes the Union as the sole and exclusive bargaining agent for all full time and regular part time drivers and all permanent substitute drivers excluding all supervisory and occasional substitute drivers and all other employees of the employer.

Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit represented by the Michigan Education Association/NEA, and only to such persons.

2. Financial Responsibilities and Payroll Deductions

- A. All employees as a condition of continued employment shall either:
Sign and deliver to the Board at least one week before the first day period an assignment authorizing deduction of membership fees and voluntary contributions of the Union (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing:

or

- B. Cause to be paid to the Union in cash or via authorization for payroll deduction a fee equal to the per member cost of negotiating this Agreement within ten (10) days after the commencement of employment. In no event shall the per member cost exceed the cost of the membership fee. The Union shall deliver to the Superintendent, on or before the third Monday of September and

immediately thereafter whenever a change in the amount is made, a written statement specifying the amount of the fee. In the event that neither of the provisions of Paragraph A are met, the Board upon receiving a written and signed complaint from the Union indicating the employee has failed to comply with either condition, shall immediately notify said employee his/her services shall be discontinued at the end of the then current school year unless prior to employing a replacement employee. The Board of Education shall receive written notification from the Union and the employee that the dues or non-member's representation fee have been paid in full and that said complaint has been withdrawn. It is expressly understood that in the event the Board of Education shall hire a new employee to replace an employee whose services have been discontinued under the terms of this Article, then and in that event, neither the Union nor the employee shall have a right to withdraw said complaint, it being recognized by the Union and any employee employed under the terms of this contract that the Board has a reasonable right to proceed to replace an employee against whom charges have been filed under the terms of this Article. The refusal of an employee to contribute equal to the member's cost is recognized by the Union and the Board of Education as just and reasonable for the termination of employment.

- C. The Union will save the Board harmless from any and all costs including witness and attorney fees or other incidental cost of prosecution or defense or any liability resulting from the

prosecution or defense of any action claimed or otherwise to which the Board of Education may be liable by virtue of enforcing the provisions of this Article I, Section 2.B.

3. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee, as defined in Article I, Section A, of the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiations, and other lawful concerted activities or mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States, that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union, his/her participation in any lawful activities of the Union, or collective professional negotiations with the Board, or his/her institution of any grievance or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
4. Each employee covered by this Agreement shall be provided a copy by the employer. The Union shall be supplied with 5 additional copies for its use.

ARTICLE III

UNION RIGHTS

1. The Board agrees to furnish the Union in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to: Annual financial reports and audits, tentative budgetary requirements including allocation board budgets, membership data, staff directories, salary schedules, and such other information that will assist the Union in development of intelligent, accurate, informed and constructive programs on behalf of its members.
2. The Union and its members shall have the right to use school building facilities, subject to Board policies, at all reasonable hours, for meetings, social meetings, and fund raising activities; this includes use of equipment necessary for the preparation and conduct of the Union's activities at no expense to the Board of Education.
3. Bulletin boards and other established media of building, intrasystem, and school-community communication and the school intrasystem and mail delivery service shall be made available to the Union and its members.
4. The Board shall provide five (5) school days per year of release time for the purpose of Union business. The Union shall pay for the cost of the substitute.
5. An employee engaged during the school day in negotiating on behalf of the Union with any representative of the Board or participating in any professional grievance negotiation with any representative of the Board

shall be released from regular duties without loss of salary.

6. Except as hereinafter noted, the duties and responsibilities of any position covered by this Agreement shall not be transferred to persons not covered by this Agreement.

Notwithstanding the above:

- A. Contracting or subcontracting part of the transportation program will be prohibited for the duration of this Agreement except as hereafter noted. If due to financial reasons during the life of this Agreement the Board finds a need to contract or subcontract all of its transportation programs to outside firms, the matter shall be subject to negotiations between the parties.
- B. Supervisory employees, or non-bargaining unit employees, may however perform duties normally performed by bargaining unit members whenever, in the reasonable determination of the Board or its designated representative, such duties on a temporary basis if necessary to ensure continuity of essential administrative or educational functions of the school district. The performance of such duties shall not, however, result in the displacement or replacement of regular bargaining unit members.

ARTICLE IV

BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the exclusive management and administrative control of the school system and its properties, facilities and equipment and the school related activities of its employees;
 2. To hire all employees and subject to the provisions of law and this Master Agreement, to determine their qualifications and the conditions for their continued employment, or their dismissal, discipline, demotion, promotion and transfer of all such employees.
 3. To determine work load, hours of employment and the duties, responsibilities and assignments of employees covered under this Agreement.
- B. The exercise of the foregoing powers, rights, authority, duties, responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith said by limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are not in conflict with the Constitution and laws of the United States.

ARTICLE V

WORKING CONDITIONS

1. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or wellbeing. The Board will provide adequate rest areas, lounges and restrooms for bargaining unit members' use.
2. The Board shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students on buses and when loading and unloading buses. The Board will take reasonable steps to relieve the bargaining unit member of responsibilities in respect to students who are disruptive or who repeatedly violate rules and regulations. Bargaining unit members may use such physical force with a student as is necessary to protect themselves, a fellow bargaining unit member, or another student from attack, physical abuse or injury, or to prevent damage to district property.
3. A bargaining unit member shall be responsible to only one supervisor. In the absence of said supervisor, bargaining unit members shall not be held accountable or made responsible for the administration or supervision of district buildings.
4. The Board shall provide without cost to the bargaining unit member the following:
 - a. Approved first aid kits and materials in all buses and other areas, including lounge areas where bargaining unit members are on duty or on standby duty.
 - b. Adequate and approved safety equipment.

- c. Pre-payment or reimbursement for all physical examinations, including testing for tuberculosis by X-Rays, required by the Board or by State or Federal regulations for continued employment.
 - d. The District will reimburse drivers for required chauffer licenses, CDLs, with proof of expenditures, excluding personal operator's licenses, but including costs to drivers for state-required road testing. Reimbursement will be \$33.00 for licenses, and a one-time payment of \$60.00 for required road testing. New drivers must complete the probationary period by satisfying the requisite number of runs before becoming eligible for reimbursement. (per Article XI, Section 8.).
5. No bargaining unit member shall be required to use defective equipment, the use of which could result in injury or harm to the bargaining unit member or other persons.
6. It will be the bargaining unit member's decision as to whether a bus is fit for use. The Board will accept and support a decision by a bargaining unit member to require maintenance or repair on a bus before driving said bus. Bargaining unit members will record a Daily Safety and Inspection report, and submit such report to the Transportation Department at the end of each month. If a bus has a defect which is reported on a work order, and such defect is not remedied or repaired, said bus will be considered as unfit and unsafe for use after five (5) working days from the date when the defect was first reported. In such case, said bus will be removed from service until all necessary repairs have been completed.

7. A bargaining unit member will not be suspended, discharged, reprimanded or otherwise disciplined for refusing to drive a bus under the provisions of this Article. If a bargaining unit member is cited by a law enforcement agency for bus defects or equipment failure, such bargaining unit member shall not be subject to discipline if he/she has complied with the reasonable requirements of the Board pertaining to safety and maintenance, and the provisions of this Agreement.
8. A joint Union/Administration safety committee will be established immediately upon ratification by the parties to this Agreement. Such Safety Committee will be composed of no more than three (3) members each of the Union and the Administration. The Safety Committee will meet as necessary to discuss and seek solutions to concerns and problems of a safety nature involving such matters as condition of equipment, road conditions and the condition of driveways, parking areas and sidewalks on the premises, and such other matters of mutual concern as may be of interest to the parties and which are of a nature as to warrant attention by the Committee. Solutions or remedies to safety concerns or problems discussed by the Safety Committee may be immediately implemented without recourse to any ratification procedure by either party so long as such implementation does not conflict with the express provisions of this Agreement. Failure to implement such solutions or remedies, or failure to reach agreement on the best way to effect such solutions or remedies, will be grounds for a grievance by the Union or by affected bargaining unit members.
9. A daily A.M. inspection will be made by each bargaining unit member on

the bus he/she will drive that morning. A Daily Inspection Report form will be developed by the parties to this Agreement and incorporation into the Agreement.

ARTICLE VI
GRIEVANCE PROCEDURE

1. DEFINITION

A grievance is a claim by a member or members, or the Union, that there has been an improper interpretation or application of the terms of this Agreement, established law, or written policy of the Board.

2. HEARING LEVELS

INFORMAL LEVEL: When a cause for complaint occurs, the affected bargaining unit member(s) shall request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Union may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.

3. FORMAL LEVEL I: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and the immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within ten (10) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within five (5) days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Union.

4. FORMAL LEVEL 2: If the Union is not satisfied with the disposition of

the grievance at Level 1, or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the superintendent or his/her designee. Within seven (7) days after the grievance has been so submitted, the superintendent or his/her designee shall meet with the Union on the grievance. The superintendent or his/her designee, within five (5) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Union and the grievant(s).

5. FORMAL LEVEL 3: If the Union is not satisfied with the disposition of the grievance at Level 2, or if no disposition has been made within the period above provided, the Union may submit the grievance to the Board of Education. The Board of Education or a committee thereof shall meet with the Union on the grievance no later than the next regular or special meeting of the Board of Education, but in no case more than thirty (30) days from receipt of the grievance. The Board of Education, within five (5) days after the conclusion of the meeting shall render a written decision thereon with copies to the Union and the grievant(s).
6. FORMAL LEVEL 4: If the Union is not satisfied with the disposition of the grievance at Level 3, or if no disposition has been made within the period above provided, the Union may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the Board nor the Union shall be permitted to assert in such arbitration proceeding any ground or to rely

on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Union and the Board.

7. MISCELLANEOUS CONDITIONS

- A. The term "days" when used in this Article shall mean work days. Time limits may be extended by mutual written agreement.
- B. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- C. Grievances filed as Union grievances may, at the option of the Union, be initiated at Formal Level #2 of the grievance procedure.
- D. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If any bargaining unit member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.
- E. For the purpose of assisting a bargaining unit member or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Board shall permit a Union representative access to and the right to

inspect and acquire copies of personnel files and any other files or records of the Board which pertain to an affected bargaining unit member or any issue in the proceedings in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

- F. Only the Union, and not an individual driver, may submit a grievance to arbitration.

ARTICLE VII

DISCIPLINE OF EMPLOYEES

- A. No employee shall be disciplined or discharged without reasonable and just cause. The employee will utilize progressive disciplinary techniques when correcting an employee. The parties recognize that when implementing progressive discipline some acts of misbehavior are so repugnant as to require severe disciplinary measures for first offenses.
- B. All supervisors shall be cautioned against reprimanding employees in the company of other employees (except representatives) or other adults or students.
- C. In the case of a dismissal, demotion, discharge or suspension of an employee, the Union President shall be advised of the reasons for dismissal, discharge, or suspension as soon as reasonably possible. Written notification of dismissal, suspension, and other disciplinary action shall be sent to the employee and the Union. Causes which may be deemed sufficient for suspension, demotion, dismissal or other appropriate disciplinary action include, but are not limited to, the following:
1. Unauthorized or excessive absence without good reason from work.
 2. Commitment or conviction of any criminal act.
 3. Disorderly or immoral conduct.
 4. Incompetency or inefficiency.
 5. Insubordination.
 6. Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicants of

any kind in any degree whatsoever.

7. Neglect of duty.
8. Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment.
9. Violation of any lawful regulation or order made by a supervisor.
10. Willful violation of any provisions of this contract.
11. Deliberate falsification of records and reports.
 - a. All dismissals and suspensions shall be without pay. No suspension shall be effective for a period of more than ten (10) working days without the prior approval of the Board of Education.
 - b. A "demotion" shall be defined as a reduction in pay, and shall not include involuntary transfers not subjecting the employee to any reduction in pay unless the transfer was made for disciplinary reasons.
12. Disciplinary citations in Drivers' personnel files, including written references to drivers' verbal warnings, will be removed after one (1) year provided that alleged offenses have not been repeated during the one-year period.

ARTICLE VIII

OTHER PAID LEAVES

1. Two (2) personal business days may be allowed per year for the purpose of conducting business which cannot be normally carried on after working hours or on Saturday. These days shall be noncumulative. Request for personal business days shall be made at least 24 hours in advance of the time to be used and must be approved by the Superintendent's Office. Any personal business day (2) which is not used during the school year maybe applied to the accumulated sick leave at the end of the school year.
2. Any bargaining unit member called for jury duty, or who is subpoenaed to testify during working hours in any judicial or administrative matter, including requested attendance during an arbitration or fact-finding proceeding, shall be paid his/her full compensation for such time less the amount received for jury duty.
3. The bargaining unit member shall be granted a maximum of three (3) days paid leave per death for immediate family members. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, brother-in-law, sister-in-law, children, grandchildren, father-and-mother-in-law, and grandparents. Unused funeral/bereavement leave shall not be cumulative. Two additional days with pay may be granted by the Superintendent at his discretion.

ARTICLE IX

SICK LEAVE

1. At the beginning of each work year, each bargaining unit member shall be credited with ten (10) days of sick leave reduced to hours, the unused portion of which shall accumulate from year-to-year to a maximum of 85 days (350 hours). The Board shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member. The actual number of hours used as sick days will be tallied, and Drivers will be notified of their accumulations.
2. The sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:
 - a) Personal Illness or Disability - A bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
 - b) Illness in the Immediate Family - A bargaining unit member may use for serious illness in the immediate family sick leave which requires the employee's presence.
3. A bargaining unit member who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall upon application be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, and the leave may be renewed each year upon written request of the bargaining unit member.

ARTICLE X

UNPAID LEAVES

1. Leaves of absence without pay or benefits up to one (1) years in duration may be granted upon written request from a bargaining unit member.
Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leaves. Parental/Child Care Leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child, where applicable. A bargaining unit member returning from a leave of absence shall be reinstated to the same position and classification he/she held when the leave began. At least five (5) working days prior to the date a leave is scheduled to expire, a bargaining unit member shall notify the Board of his/her intent to return to work. Unless otherwise provided herein, seniority shall continue to accrue only for one (1) year while on leave of absence.
2. Unpaid leaves of absence may be taken for the following purposes:
 - a) Military Leave - A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall enlist, volunteer, be called, or otherwise make him/herself available for active duty in the National Guard or Reserve.
Application for such leave shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in an approved program or institution.

- b) Public Service - A leave of absence not to exceed four (4) years shall be granted to any bargaining unit member upon application for the purpose of campaigning for, or serving in, a public office.
- c) Any employee who can anticipate a prolonged disability which would cause the employee to be absent from work for five (5) consecutive days or more (such as scheduled surgery, other confinement to home or hospital, including maternity) shall notify the Transportation Director in writing as soon as possible. The notification shall contain the projected dates of absence. It is understood that use of sick leave shall be only for the duration of the actual incapacity. The Board reserves the right of written verification from a physician. Any employee who can anticipate a prolonged disability shall have the option of an unpaid leave of absence for up to one (1) year or receiving whatever sick leave benefits may be available only for the duration of the actual incapacity.

ARTICLE XI

SENIORITY

1. Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first paid working day in applicable situations. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.
2. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
3. For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:
 - a. Regular Bus Driver
 - b. Part-time Regular Bus Driver
 - c. Permanent Substitute Bus Driver
4. The Board shall prepare, maintain and post the seniority lists for all Regular Bus Drivers, including Part-time Regular Bus Drivers, and for Permanent Substitute Drivers. The initial seniority lists shall be posted conspicuously in the bus garage and drivers' lounge area, within thirty (30) workdays after the effective date of this Agreement with revisions and updates prepared and posted semi-annually thereafter. A copy of the seniority lists and subsequent revisions shall be furnished

to the Union.

5. Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position.
6. All Regular Drivers will select runs in accordance with seniority, starting with the senior-most Driver and continuing down through the seniority list. When the selection of runs by Regular Drivers has been completed, remaining runs shall be assigned to Substitute Drivers, on the basis of seniority.
 - a. Any regular driver, regardless of his/her seniority position, may elect to be a substitute driver. Any such regular driver electing to become a substitute driver will earn seniority on the regular drivers' seniority list for a period of one (1) year. Such a driver who accepts appointment as a substitute driver will earn seniority in a position commensurate with his/her position on the regular drivers' seniority list for a period of one (1) year. Thereafter, such driver will be placed at the bottom of the substitute drivers' seniority list.
 - b. Any Substitute Driver who accepts appointment as a Regular Driver will earn seniority as a Regular Driver and will simultaneously earn seniority on the Substitute Drivers' seniority list for a period of one (1) year.
 - c. After thirty (30) working days, a final run-selection meeting will occur. Where runs will be made available on the basis of seniority these runs will be permanently assigned for the school year.
 - d. Runs, once established, will not be changed except for good reason

by the Transportation Director. The Transportation Director will consult with the driver(s) and the union representative before making any run changes.

- e. Selection of runs will take place each year at a meeting of all Drivers, such meeting to be held in advance of the start of the school year. If attendance at such meeting is mandatory, Drivers will be paid for the actual time of the meeting at not less than their regular hourly rate of pay.
- f. When all Regular Drivers and Substitute Drivers have made their choices of runs and/or Substitute driving, and there remain runs that have not been assigned, the Substitute Driver with the least seniority will be assigned a run. Other unassigned runs will be assigned to other Substitute Drivers in reverse order of seniority.
- g. Substitute Drivers will be utilized in rotation order, with the number of runs being equalized each semester. A substitute Driver refusing an available run, or such Substitute Driver who can not be contacted for the run, will be charged with the run for purposes of equalization. Other Substitute Drivers will be called and offered the available run in rotation order.
- h. Any Regular Driver may elect to become a Substitute Driver at any time, but such Driver may not reclaim his/her vacated Regular Driver position during the current school year except under the provisions of Section (a) of this Article, above.
- i. Any Driver who bids on or is assigned to a run must remain on the run for a period of thirty (30) calendar days, at which time such

Driver may elect assignment to the Substitute Driver list or bid on another run pursuant to the provisions of "c" above.

- j. Substitute Drivers may be assigned to the same run or a different run any number of times, subject to Section (e), (f) and (g) of this Article.
- k. A seniority list will be maintained of Regular Drivers who will accept additional runs or field trips. A Driver whose name is on this list will be called in rotation order from the list.
- l. When it can reasonably be determined that a Regular Driver will be unavailable for work for at least five (5) working days, that Regular Driver's entire run, including any Kindergarten runs, will be offered to the most senior Substitute Driver. A Substitute Driver accepting the run must accept the entire run, including any Kindergarten runs. If the Senior Substitute Driver declines the run, the run will be offered to the next senior Substitute Driver, and so on down the seniority list, until the run is filled. In the event the run cannot be filled by bidding, such a run may be fragmented by the Transportation Director and offered piecemeal to Substitute Drivers on the basis of seniority. A driver who knows in advance that she will be off work for at least five (5) working days, is obligated to notify the Transportation Director at the earliest possible date of the expected absence. For purposes of equalization of runs by Substitute Drivers (Section G., above), long-term absences under this Section will not be counted against Substitute Drivers' accumulated runs, and this Section will

supersede Section G.

7. CLASSIFICATION OF DRIVERS

- a. Regular Bus Driver - A Driver has a run in the A.M. or P.M. or both A.M. and P.M. Included are Part-time Regular Bus Drivers.
- b. Permanent Substitute Bus Driver - A Driver who drives when a Regular Driver is unavailable, and who is available on a regular basis for such substitute driving.

Such a Substitute Driver who is consistently unavailable for driving may be removed from the seniority list after a review of said Substitute Driver's record of reporting for work. Such review, if necessary, will be made by the Transportation Director and representatives of the Union. A Substitute Driver who is removed from the seniority list under this provision of this Article will not have recourse to the grievance procedure if the review findings are jointly accepted by the Board and the Union.

8. PROBATIONARY EMPLOYEES - A new employee must serve a probationary period of twenty (20) single runs or the equivalent from date of hire. During the probationary period such probationary employee may be dismissed for good and sufficient reason. Such dismissed probationary employee may grieve his/her dismissal through Formal Level 3 of the grievance procedure.

- a. To be employed at a school bus driver a person must meet all of the requirements established by Michigan law and all regulations of the Michigan Department of Education.

b. A physical examination, to be paid for by the Board, will be required of all newly-employed employees. The report of such physical examination must be returned to the office of the Transportation Director before the applicant is accepted for employment. Bus drivers are required to have a physical examination at least once every two (2) years. The Board may require a Driver at any time to have a physical examination if evidence of a Driver's probable incapacity or disability is evident and the Union has been apprised of such conclusion on the part of the Board. In such event the Board may select the physician, and the Board will pay all costs associated with the examination, including any lost wages or other considerations that the affected Driver would have been entitled to.

ARTICLE XII

REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

1. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a lack of funds sufficient to avoid such reduction, which is demonstrated by the Board to the Union or an impartial third party selected pursuant to the grievance procedure set forth in this Agreement.
2. In the event of a necessary reduction in work force, the Board shall first lay off probationary bargaining unit members, then the least senior bargaining unit members. In no case shall a new employee be employed by the Board while there are laid off bargaining unit members who are qualified for a vacant or newly-created position. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of positions, shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior bargaining unit member.
3. In the event of a layoff, the Board and the Union may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of the layoff. With the approval of the Board and the Union, bargaining unit members may, at their discretion, without prejudice to seniority and other rights under this Agreement, waive their seniority to the instance of the Board instituting a layoff during the period of this Agreement. Such waiver, if authorized by the bargaining unit member, shall not be construed to be

a waiver of seniority or any other right under the contract, including the bargaining unit member's right to be recalled from such layoff.

4. There shall be no reduction in the normal work hours provided for any bargaining unit member or position without prior notice to the Union. In the event of a substantial change in the work hours of a senior employee, a bargaining unit member with the greater seniority may use same to maintain his/her normal work schedule by displacing the regular full-time driver with the least seniority.
5. A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off bargaining unit members may continue their insurance benefits by paying for such benefits at the regular monthly subscriber group rate premium to the Board. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified. Any bargaining unit member who has completed twenty (20) bus runs, shall be deemed qualified for any position in that classification. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Board notified as to his/her current mailing address. A recalled bargaining unit member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to report to work. The Board

may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights. A bargaining unit member on layoff shall accrue seniority only for a period of two (2) years after which time his/her name will be removed from the seniority list.

ARTICLE XIII

COMPENSATION

1. Compensation for bargaining unit members is based on 180 work days per year.
 - a. Bargaining unit members will be paid in twenty-one (21) equal installments. This method of payment may be changed by the adoption by the Board and the Union of another method, such other method to be jointly agreed upon and entered into this Agreement as a Letter of Understanding to be signed by representatives of the Union and the Board.
2. Required attendance at Driver Training Schools and for State of Michigan test requirements, and attendance at meetings called by the Board for the purpose of bidding on runs or other meetings where bargaining unit member attendance is required, will be compensated at not less than the rate of pay for regular bus runs, and for not less than two (2) hours per occurrence.
3. New drivers will be paid at the field trip rate for behind-the-wheel training, such training not to exceed ten (10) hours, provided that such new drivers are actively employed as Regular or Substitute Drivers. Payment for such training will be made immediately following the completion of the new driver's twentieth (20th) bus run.
4. Whenever a bargaining unit member's regular assigned bus run is cancelled for any reason said bargaining unit member will be paid his/her regular pay the same as if he/she had completed the run.

Field Trips

- A. Expenses incurred by a bargaining unit member while on a field trip will be reimbursed by the Board. Whenever practicable, the Board will provide the bargaining unit member with a Board charge card for purchases of fuel, lodging, etc.
 - B. All field trips occurring between the hours 11:00 a.m. - 2:00 p.m. will include pay of \$5.00 for the lunch hour. All field trips occurring between the hours 4:00 p.m. - 6:00 p.m. will include pay of \$6.00 for dinner.
 - C. Bargaining unit members driving for field trips will be paid full meal allowance even if a complimentary meal is provided by other sources.
5. A list of field trips will be posted and maintained by the Board. Whenever a field trip request is received by the Transportation Department, such request will be posted so that interested bargaining unit members may anticipate field trip dates and times.
- A. A bargaining unit member desiring to drive for field trips during the school year must sign a list for that purpose. Field trips will be issued on the first Monday of school, available for review by drivers returning from runs. If schools are closed on Monday the field trips will be issued on the next day that schools are in session. A bargaining unit member not available to accept field trips at this time will be charged with a refusal unless he/she has previously notified the Director of Transportation.

- B. Any field trip issued after the Monday selection will be considered an "emergency" trip. To assigned drivers to such trips the Transportation Director will begin by offering a trip to the driver whose name is next on the Master Field Trip List. A bargaining unit member who either accepts or refuses such an "emergency" trip will be charged with the trip, but such acceptance or refusal of an "emergency" trip will not disqualify the bargaining unit member from eligibility for regular field trips, nor for "emergency" trips where the driver's name is again next in rotation. Successive "emergency" trips during a week will be offered to drivers in rotation order.
- C. Field trips will be paid at a minimum of two (2) hours when the driver's regular run is not affected. A driver whose regular field trip has been cancelled for any reason will not receive a two (2) hour reporting pay, but will be offered first choice the following Monday. When emergency field trips are cancelled without advance notice to the driver, the driver reporting for the trip will receive two (2) hours pay. However, such a driver receiving the two (2) hours pay will not be offered first choice the following Monday.
- D. A regular Driver taking a field trip in which his/her regular run is affected will have his/her time offset by 1/2 hour in the case of a kindergarten run; one (1) hour for a regular run; and will be guaranteed at least two (2) hours field trip time.
- E. On overnight trips a bargaining unit member will be paid for lost time on regular runs, plus actual driving time. Food and lodging costs will be borne by the Board, either through reimbursement to

the bargaining unit member or by the use of a Board credit card. Any day when school is not in session will be treated as a regular work day for a driver on an overnight field trip.

6. Types of Runs

- A. Regular Run: A Regular Run consists of two (2) routes in the a.m. and two (2) routes in the p.m.
- B. Kindergarten Run: A Kindergarten Run consists of a route where children are picked up and delivered to school, and children are returned from school to their homes.
- C. Special Education Run: A Special Education Run is any route where Special Education students are picked up and delivered.
- D. Shuttle Run: A Shuttle Run is a route where students are bused between schools, e.g., St. Joseph's, Luna Pier.
- E. Vocational Education (Hospital) Run: A Vocational Education Run is a route where Vocational students are bused to a Vocational Center or other location for vocational training.
- F. Field Trip Run: A Field Trip Run is any trip within or outside the school district that is not one of the other types of run herein described.

ARTICLE XIV

SEPARABILITY

1. If any provisions of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
2. It is further agreed that within ten (10) days of notification of a final and binding determination of such illegality, the Board and Union will commence negotiations to reach a new agreement concerning the subject matter of the provision determined to be illegal. If the parties do not reach and ratify an amendment to the agreement within thirty (30) days, the matter may be referred to binding interest arbitration by either party. The rules of appointment and procedure of the American Arbitration Association will be followed in such arbitrations.

ARTICLE XV

NEGOTIATIONS PROCEDURE

1. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties. It is in the public interest that the opportunity for mutual discussion of such matters be provided.
2. Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term. Before each negotiation session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators. When negotiations are conducted during regular school hours, released time shall be provided for the Union's negotiating committee.
3. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
4. There shall be two signed copies of any final agreement. One copy shall be retained by the Employer and one by the Union. Copies of this agreement shall be printed within 30 days after the agreement is signed and presented to all bargaining unit employees now employed or hereafter

employed by the Employer. All school district personnel or any changes in said policies shall be distributed to all bargaining unit members within thirty days of the commencement of this contract or upon employment.

ARTICLE XVI

CALENDAR

- A. For the 1990-91 school year, the school calendar shall be as set forth in the teachers' Master Agreement. School calendars for subsequent years during the life of this Agreement shall be as set forth in the teachers' Master Agreement for those years.
- B. Any deviation shall be in accordance with the following provisions.
- C. When school is officially called off, drivers will not report for work.
- D. When such days are rescheduled, in order to provide the required number of days of instruction for the district to receive full State Aid pursuant to the State Aid Act, bargaining unit members will be required to report to work. (The rescheduling of such days shall not entitle employees to additional compensation, nor shall such days operate to reduce compensation, delay compensation or increase the work time of employees.) Rescheduled days shall be added to the end of the school year unless otherwise agreed to by the parties. Drivers will be paid for any days they are required to work beyond the days provided for in the calendar.
- E. The rescheduling of such days shall be as is required by state law to satisfy the required number of instructional days for the district to receive full State Aid. Should the state law be amended during the term of this Agreement to permit all such days of closure without a requirement that same be rescheduled, the parties agree to revert to the practice in effect prior to the date of the present requirement.

ARTICLE XVII

INSURANCE COVERAGE

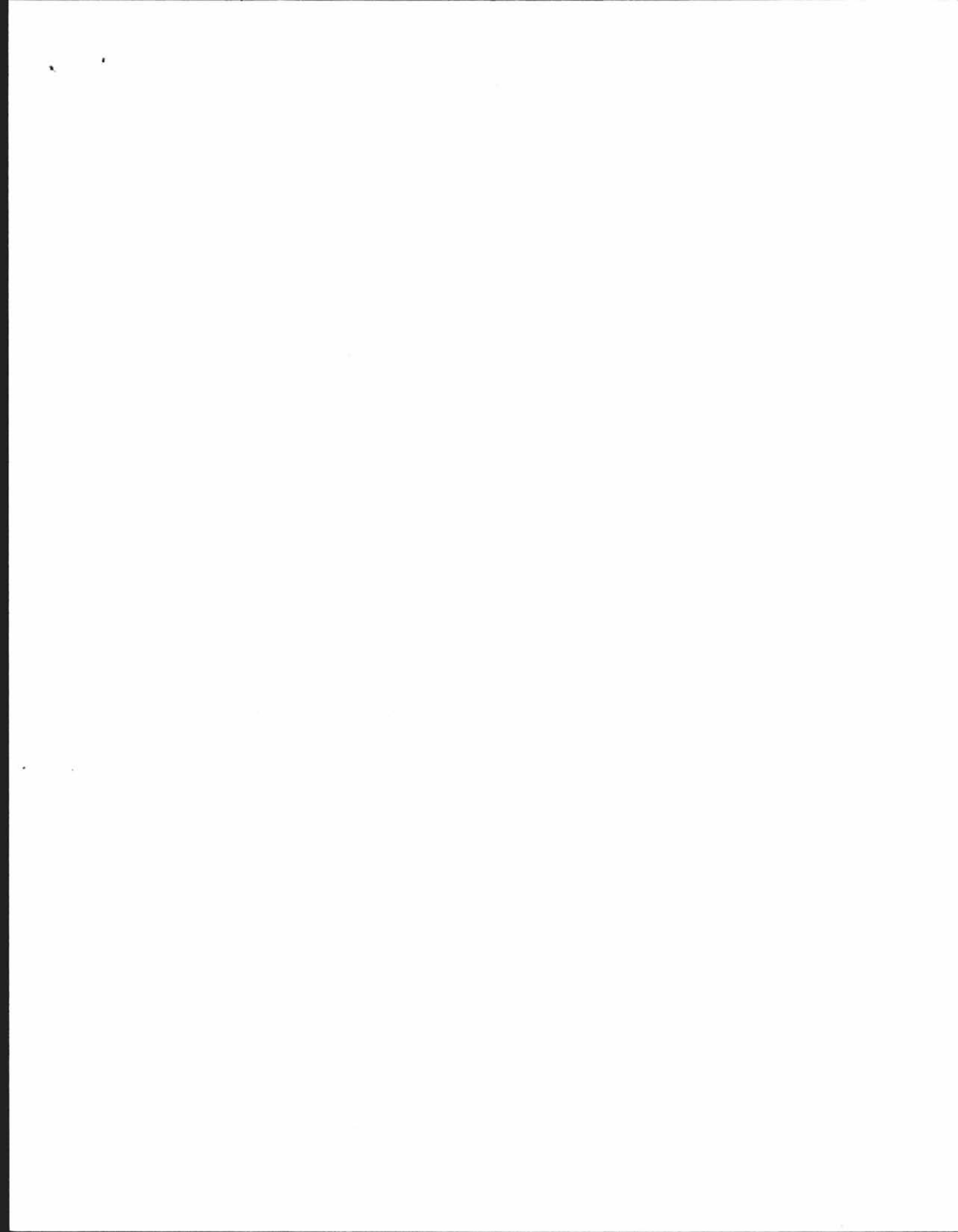
The Board will provide insurance coverage for eligible employees on the following basis:

For employees working (scheduled to work) twenty-five (25) or more hours per week, and whose spouses are not presently covered by an employer-paid health insurance plan and are not eligible for coverage by such a plan, the Board will pay the full single subscriber premium for insurance coverage equal to the Blue Cross/Blue Shield Plan 65309-000 for the employee for a full 12-month period. The Board shall pay the pro-rated share of the health insurance premium toward coverage of an employee who is regularly scheduled to work less than 25 hours per week. Example: An employee scheduled to work 20 hours per week would be entitled to 4/5 (80%) premium provided the employee enrolls in the program and arranges to provide the district with the balance of the premium obligation according to procedures established by the Board.

Employees whose spouses are covered by an employer-paid group insurance plan or are eligible for such coverage, are not eligible for this Board-paid, pro-rate premium payment.

The District will provide each Driver with a Term Life insurance policy of \$5,000.00, plus \$5,000.00 Accidental Death or Dismemberment, at no cost to the driver.

Pursuant to procedures established by the Board, and in accordance with the regulations of the insurance carrier and applicable laws, employees who are not eligible for the Board-paid premiums as described above, may elect to buy insurance coverage at the group rate for the insurance plan. Eligible employees, as defined above, may purchase additional insurance coverage pursuant to the regulations of the insurance carrier, applicable laws, and Board procedures. The Board will notify the Union of its procedures for the purchase by employees of non-subsidized insurance coverage in the case of eligible employees, and for the purchase of insurance at group rates by non-eligible employees.



MASON TRANSPORTATION DEPARTMENT

WAGES & HOURS

Schedule B 1989-90

A.	4 runs per day 4.5 Hrs.	\$38.79
B.	2 runs per day (AM only) 2.5 Hrs.	21.55
C.	2 runs per day (PM only) 2 Hrs.	17.24
D.	Kindergarten per day	14.39
E.	Field Trips/Trainer Driver per hour	7.44
F.	Special Education Runs per hour	8.62
G.	Vocational Education (Hospital) 3 hours	25.86
	with Junior High run only	8.62
H.	2 runs High School only	17.24
I.	Overnight trips per hour driving time	9.91
J.	Meal Allowance:	
	Lunch 11 AM - 2 PM	5.00
	Dinner 4 PM - 6 PM	6.00

MASON TRANSPORTATION DEPARTMENT

WAGES & HOURS

Schedule B 1990-91

A.	4 runs per day 4.5 Hrs.	\$41.13
B.	2 runs per day (AM only) 2.5 Hrs.	22.85
C.	2 runs per day (PM only) 2 Hrs.	18.28
D.	Kindergarten per day	15.25
E.	Field Trips/Trainer Driver per hour	7.89
F.	Special Education Runs per hour	9.14
G.	Vocational Education (Hospital) 3 hours	27.42
	with Junior High run only	9.14
H.	2 runs High School only	18.28
I.	Overnight trips per hour driving time	10.90
J.	Meal Allowance:	
	Lunch 11 AM - 2 PM	5.00
	Dinner 4 PM - 6 PM	6.00

MASON TRANSPORTATION DEPARTMENT

WAGES & HOURS

Schedule B 1991-92

A.	4 runs per day 4.5 Hrs.	\$43.61
B.	2 runs per day (AM only) 2.5 Hrs.	24.23
C.	2 runs per day (PM only) 2 Hrs.	19.38
D.	Kindergarten per day	16.17
E.	Field Trips/Trainer Driver per hour	8.36
F.	Special Education Runs per hour	9.69
G.	Vocational Education (Hospital) 3 hours	29.07
	with Junior High run only	9.69
H.	2 runs High School only	19.38
I.	Overnight trips per hour driving time	11.99
J.	Meal Allowance:	
	Lunch 11 AM - 2 PM	5.00
	Dinner 4 PM - 6 PM	6.00

LETTER OF UNDERSTANDING (1)

The parties agree that unruly students on school buses pose a problem of safety as well as a problem of maintaining good order and control. It is further agreed that the interests of the School District and the Union are best served when a fair and even approach to student discipline is applied. Consequently, it is agreed that a unified policy dealing with student misconduct is desirable and needed, and employees affected by the policy should be consulted in the development of such a policy.

In furtherance of the foregoing, it is agreed that a POLICY REVIEW COMMITTEE, composed of at least two (2) bus drivers, the Director of Transportation, at least one (1) member of the Board of Education, and a representative of the faculty or the Liaison Officer will meet on an ad hoc basis to consider proposals for dealing with student discipline. The Superintendent or his designee may, at the Superintendent's discretion, participate in meetings of the Committee and advise the Committee of relevant laws and other legal and procedural matters.

The Committee shall be specifically charged with the responsibility for developing procedures for dealing with student misconduct on school buses. The Committee shall submit recommended policy changes and procedures to the Board of Education for the Board's consideration and disposition.

LETTER OF UNDERSTANDING (2)

The parties recognize that the present arrangements for parking buses and employee automobiles are at times inadequate to meet needs, particularly during periods of inclement weather. However, it is further recognized that a permanent solution to the problem may have cost implications that prevent its immediate implementation. Consequently, it is hereby agreed that the Superintendent will take immediate steps to effect a temporary remedy to the problem, and will consult with the Board of Education in an effort to seek an acceptable, long-term solution.

The Union will assist the Superintendent in his immediate efforts by identifying the sections and areas of the parking lot most in need of immediate attention.

MASON CONSOLIDATED SCHOOLS
ERIE, MICHIGAN

REQUEST FOR PERSONAL BUSINESS DAY(S)

NAME: _____

DATE OF PERSONAL BUSINESS DAY(S): _____

The utilization of the Personal Business Leave requested is for a purpose permitted under Section 1. of Article VIII of the Master Agreement. Such days may not be used for vacation, recreational pursuits, shopping or business connected with other employment.

I am aware of the contract stipulations pertaining to the use of personal business days and agree to abide by those stipulations.

Employee's Signature

Date

Transportation Director's Signature

Date

NOTES

Faint, illegible text spanning the width of the page, likely bleed-through from the reverse side.

NOTES

