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6/30/90

AGREEMENT

between the

VAN BUREN PUBLIC SCHOOL DISTRICT

and the

VAN BUREN TRANSPORTATION ASSOCIATION, MEA, NEA

1987-88, 1988-89, 1989-90

*Van Buren Public Schools*

**LABOR AND INDUSTRIAL:  
RELATIONS COLLECTION  
Michigan State University**

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OPERATIONAL RULES. . . . . i

### OPERATIONAL RULES

- (1) Passengers shall be instructed to cross the street or road in front of the bus if crossing is necessary.
- (2) Each driver must stop at all railroad crossings whether loaded or empty, then shift into low and proceed across the track without shifting.
- (3) Each driver must pass an annual physical examination and have on file a physical fitness card not later than two weeks prior to the first bid date. Exceptions must be approved in advance by the Supervisor of Transportation.
- (4) Each driver must possess at all times a valid chauffeur's license and driver's certificate and must produce evidence of same upon request.
- (5) Each driver shall start her bus run at the same time each day and maintain the same time schedule insofar as is reasonably possible. All riders must be seated before the bus is started in motion.
- (6) No route once established is to be altered by a driver without authorization of the Supervisor of Transportation.
- (7) Each driver must ensure all doors are closed at all times when the bus is in motion.
- (8) Each driver must operate her flashers well in advance of and at every stop when loading or unloading.
- (9) No driver is to start any run before the listed time.
- (10) Each driver must operate her directional signals well in advance of making a turn.
- (11) In stopping for pickups each driver shall get her bus as far off the highway as is practical.
- (12) Each drover shall instruct her riders to stay well off the road when waiting for the bus.
- (13) After unloading the bus each driver shall make sure that all riders are clear of the bus before proceeding.
- (14) No driver may block an intersection with a stopped bus.
- (15) Each driver must ensure her bus is visible for 400 feet in each direction at every stop, unless exceptions are made by the Supervisor of Transportation.

- (16) Drivers are expected to drive posted speed limits when conditions permit, but in no event may exceed fifty (50) miles per hour with students on board.
- (17) Each driver shall inspect her bus after each run for evidence of vandalism by riders.
- (18) Each driver shall ensure all windows and doors on her bus are closed upon leaving the bus after each run.
- (19) Each driver shall park her bus in the assigned numbered area within the compound.
- (20) Each driver shall immediately report any accident in which her bus is involved or any damage to her bus to the Supervisor of Transportation.
- (21) Each driver shall maintain a clean bus.
- (22) Each driver shall report any defective equipment in writing to the Transportation Supervisor.
- (23) Each driver shall be neat and clean, and shall wear clothing appropriate for a bus driver.
- (24) Drivers may smoke on the bus after all students are discharged from the bus unless it is anticipated that the bus will again be used to transport students within one (1) hour.
- (25) No driver may use intoxicants before or during hours on duty.
- (26) Profanity is prohibited in the presence of children at any time.
- (27) No driver may refuse to take any rider who is eligible to ride'.
- (28) No collection of any sort is to be taken up by a driver from riders for any purpose whatsoever.
- (29) All articles left on a bus are to be tagged by the driver with the bus number and the date and turned into the Transportation Office.
- (30) No driver will discharge students at stops other than those designed by the Supervisor of Transportation without signed written authorization from a parent or school administrator.

- (31) Sudden stops for disciplinary purposes are strictly prohibited. Violation of this rule will result in the driver's immediate discharge.
- (32) All students who ride the bus to school in the morning will be allowed to ride the bus home at night. No student will be put off the bus before she arrives at her regular stop at night. Anytime a student is put off the bus for disciplinary purposes, the Transportation Office shall be notified at the end of the run.
- (33) Each driver and aide shall arrive, ready for work, at the time specified by the Supervisor of Transportation. Anyone late will have their pay correspondingly adjusted.
- (34) Each driver must give her bus a safety inspection before leaving the compound. Windshield, side windows as far back as necessary, and mirrors, are to be free of frost, dew, etc. Brakes, lights, tires, etc. will all be checked and reported for repairs. Fifteen (15) minutes is allowed for this purpose for regular school busses and mini-busses.
- (35) All drivers returning from three or more successive days off by reason of sickness or medical leave of absence must have a release from their doctor.
- (36) No bus will be taken home without the authorization of the Supervisor of Transportation.
- (37) Between runs, no busses may be parked on the streets within the City limits of Belleville; busses are to be returned to the compound between morning runs when practical.
- (38) There shall be no smoking permitted in the Transportation Building.

## AGREEMENT

This Agreement entered into this 11th day of September, 1989, by and between the Van Buren Public School District, hereinafter referred to as the "Employer," and the Van Buren Transportation Association, MEA/NEA, hereinafter referred to as the "Union."

### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage friendly and cooperative relations between their respective representatives at all levels and among all employees.

## ARTICLE I

### RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of-1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective

bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All regular bus drivers and bus aides in the Transportation Department, but excluding custodians, substitutes on call, maintenance employees, office personnel, supervisors as defined in the act and all other employees.

Section 2. All employees represented by the Union in the above described bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "employees," and all references herein to the feminine gender shall be deemed to include and refer to the masculine gender unless the context clearly indicates otherwise.

## ARTICLE II

### UNION DUES AND REPRESENTATION FEES

Section 1. Employees who are not members of the Union shall, as a condition of continued employment, tender a service fee established by the Union. Persons being considered for employment shall be informed of this condition of employment during a preemployment interview.

Section 2. Any employee who is not a member of the Union in good standing or who does not make application for membership within 30 days from the first day of regular

employment shall, as a condition of continued employment, tender a service fee to the Union. Such fee shall be established by the Union in accordance with applicable state and federal laws but in no event may exceed the membership dues uniformly required of members of the Union (including local, state, and national dues). An employee may authorize payroll deduction for the remittance of service fees to the Union in the same manner as provided for membership dues deductions elsewhere in this Agreement. In the event an employee shall not tender such service fee directly to the Union or authorize payment through payroll deductions as herein provided, the following procedure shall be adhered to:

- (a) The Union shall notify the employee by certified or registered mail explaining that she is delinquent in not tendering required Union dues or service fees, specifying the current amount of the delinquency, the period of delinquency and warning the employee that unless delinquent dues or service fees are tendered within 30 calendar days of such notice, the employee shall be reported to the Employer for termination as provided for in this Article.
- (b) The Union shall give a copy of the letter sent to the employee and the following written notice to the Director of Business at the end of the 30 day period set forth in Section (a) above:



The Union certifies that  
(Name) \_\_\_\_\_ has failed to  
tender either the periodic and uniformly  
required Union dues or service fees required  
as a condition of continued employment under  
the Collective Bargaining Agreement and  
demands that, under the terms of this  
Agreement, the Employer terminate this  
employee. A copy of such notice shall, at  
the same time, be given by the Union to the  
employee.

- (c) Upon receipt of such notice the Director of  
Business shall communicate the Union's request  
for termination to the employee and advise such  
employee that she must pay all back dues or  
service fees owed the Union and provide proof of  
such payment to the Employer within ten calendar  
days of receipt of such notice to the Employer  
(unless otherwise extended by the Union and the  
Employer), or she shall be terminated.
- (d) If the employee fails to provide proof of such  
payment within ten calendar days of receipt of  
such notice by the Employer, the Director of  
Business shall terminate the employee.

Section 3. An employee who denies that she has failed  
to tender required service fees may request to meet with the  
Director of Business Affairs to review the question of whether  
she has failed to tender said fees.

Section 4. During the period of this Agreement and to  
the extent the laws of the State of Michigan permit, the  
Employer agrees to deduct Union dues and service fees from the

pay of employees who sign authorization forms. Deductions for any calendar month shall be remitted to the designated financial officer of the Van Buren Transportation Association by the 15th day of the following month, along with a list of all employees in the bargaining unit. The Union accepts full responsibility for the authenticity of each authorization. Such dues or service fees will be payroll deducted on the second pay of each month for a ten-month period. Payroll deduction authorizations shall be submitted to the Employer's Business Office at least two weeks in advance of the pay on which deductions are to be made.

Section 5. In the event of any action brought against the Employer in a judicial or administrative proceeding because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel. The Employer shall give timely notice of such action to the Union and permit the Union's intervention as a party if it so desires. The Union shall protect, save harmless and indemnify the Employer from any and all court costs, claims, demands, suits, judgments, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this Article of the Agreement.

### ARTICLE III

#### UNION REPRESENTATION

Section 1. The Employer shall recognize two Stewards.

Section 2. The names of all Union officers and Stewards and their alternates shall be certified in writing by the Union to the Employer within five work days after their election.

Section 3. The Employer will grant a necessary and reasonable amount of time off, without loss in pay, to those Stewards and/or the local union president who must necessarily be present and who can be spared from their regular job duties for direct participation in grievance adjustments during working hours. Such persons must receive permission from the Supervisor of Transportation or a designated representative before leaving their work, and shall check in with the Supervisor of Transportation upon return from grievance adjustments.

Section 4. The Employer shall not pay or compensate Union Stewards or officers in the investigation of grievances.

Section 5. The Employer will furnish copies of this Agreement to newly hired employees.

#### ARTICLE IV

##### EMPLOYER'S RIGHTS

Section 1. The Employer retains the sole right to manage and conduct its operations and to comply with its obligations in accordance with the laws of the State of Michigan subject only to the condition that it shall not do so in any manner which constitutes a violation of any express term of this Agreement.

Section 2. Without limiting to any extent the generality of the foregoing, and solely for purposes of illustration, the Employer shall have the right to decide the number and location of schools and other facilities, schedule of classes, school bus routes, eligibility of pupils for use of school busses, selection of machinery and equipment, and amount of supervision necessary.

Section 3. It is further recognized that the responsibility for the selection and direction of the working forces, including the right to hire, suspend or discharge employees for proper cause, promote or transfer employees, determine the amount of overtime to be worked and relieve employees from duty, is vested exclusively in the Employer subject to the provisions of this Agreement.

Section 4. The Employer shall also have the right to promulgate at any time and to enforce any rules, policies and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the School District so long as they are not inconsistent herewith.

## ARTICLE V

### NO STRIKES

Section 1. Employees shall not, either directly or indirectly, take part in or cause or attempt to cause any strike of any sort whatsoever, either complete or partial against the Employer; furthermore, employees shall not, either

directly or indirectly, engage in any stoppage of work. Any employee who engages in any such prohibited conduct shall be subject to discipline or discharge. The grievance procedure set forth herein provides the sole remedy for the settlement of employee grievances.

Section 2. The Union agrees that neither it nor any of its representatives or members shall, either directly or indirectly, authorize, assist, permit, encourage, condone, defend, or in any way participate in or lend support to any of the conduct which is prohibited in Section 1 above. The Union further agrees that it will use its best efforts to prevent any such prohibited conduct.

## ARTICLE VI

### SPECIAL CONFERENCES

Special Conferences for important matters of mutual interest may be arranged between the Local Union President and the Employer or their designated representatives. Such conferences shall be between at least two representatives of the Employer and at least two representatives of the Union. Arrangements for a Special Conference shall be made in advance, and an agenda of the matters to be taken up at the conference shall be presented at the time the conference is requested. Matters taken up in Special Conference shall be confined to those included in the agenda. Employees shall not lose regular pay for time spent in a Special Conference. A representative of the MEA may attend Special Conferences.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1. A grievance under this Agreement is a written dispute, claim or complaint arising under this Agreement, which has not been satisfactorily resolved informally between the employee and the Supervisor of Transportation and, at the employee's request, the employee's Steward. It may be filed by an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of this Agreement.

Step 1. In the event a dispute or grievance arises under and during the term of this Agreement, the grievance shall be submitted in writing, signed by the employee(s) involved. The employee(s) involved and the Steward shall first discuss the matter with the Supervisor of Transportation who will consider such grievance and reply to the employee(s) involved within five working days of the receipt of such grievance.

Step 2. If a satisfactory settlement is not made within five working days of the reply as indicated in Step 1, the grievance shall be submitted in writing, signed by the employee(s) and filed by the Steward with the Director of Business. A meeting will be scheduled with the Director of Business within five working days after receipt of the grievance. The

Director of Business shall answer the grievance in writing within five working days after the conclusion of the meeting. The grievant (or not more than two members of a group of grievants), together with the Steward, Grievance Chair, and, if desired, the MEA Representative, will meet with the Director of Business.

Step 3. If the grievance has not been adjusted in either Steps 1 or 2, the matter may be referred to the Superintendent of Schools within five working days after the written answer given in Step 2. A meeting will be scheduled with the Superintendent within ten working days after receipt of the grievance. A grievant shall be entitled to have both Stewards, the local union president and/or the MEA representative of the Union present to assist in the adjustment of the grievance in this step. The Superintendent of Schools shall answer the grievance in writing within ten working days.

Step 4. If the grievance has not been satisfactorily adjusted at Steps 1, 2 or 3, the Union may request arbitration within 30 days after the reply of the Superintendent is received, by written notice to the Superintendent. The arbitration proceedings shall be conducted by an ad hoc arbitrator to be selected by the Employer and Union within seven days

after notice has been given. If the parties fail to select an arbitrator within such time, either party may request that the grievance be referred to the American Arbitration Association. Thereafter, the grievance shall be handled in accordance with the rules of the American Arbitration Association.

Expenses for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

There shall be no appeal from the arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and Employer.

Section 2. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed or any extension which may have been agreed to, shall be deemed to be granted if the monetary liability of the district on such grievance does not exceed \$150.00. If the grievance involves a monetary liability in excess of \$150.00, the grievance shall automatically be referred to the next step of the grievance



procedure. Any grievance not carried to the next step by the Union within the prescribed time limits agreed to shall be automatically closed upon the basis of the last disposition, and shall not be subject to further review unless stipulated to by the Employer and the Union. Any grievance resolved by default under this section shall not be considered a precedent for any other case.

Section 3. Any grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within one month from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

Section 4. The grievant shall have no claim for back wages in excess of the amount of wages the grievant would otherwise have earned at her regular rate.

Section 5. No grievance may be considered unless it is filed at Step 1 within twenty working days of the occurrence of the event giving rise to the grievance.

ARTICLE VIII

DISCIPLINE AND DISCHARGE

Section 1. The Employer shall not discipline or discharge an employee without just and stated cause (which shall include violation of the operational rules attached hereto). Except as otherwise provided in this Article, in the imposition of discipline against an employee the Employer agrees to adhere to the following schedule of progressive corrective discipline:

- (A) (1) Verbal Warning (documentation placed in file);
- (2) Written reprimand;
- (3) One day off without pay;
- (4) One week off without pay;
- (5) More severe discipline (up to and including discharge)

(B) In imposing discipline on a current charge, the employer agrees not to take into account any minor infractions of record more than three years old.

(C) Notwithstanding the foregoing, in cases of serious violations the Employer may immediately impose more serious discipline (up to and including discharge) where circumstances warrant. Disciplinary penalties for accidents involving the use of Employer vehicles shall be governed by Article X of this Agreement.

Section 2. The Employer agrees to promptly notify in writing a Steward of the Union of the discipline or discharge of any Union member included under this Agreement.

Section 3. The Employer will discuss anticipated acts of discipline (including discharge) with an employee prior to the implementation of such act in an attempt to clearly understand the situation. The employee may request the presence of a Union officer and if so requested the Employer shall provide for a Union representative to be present.

Section 4. The discharged or disciplined employee will be allowed to discuss her discharge or discipline with the Steward of the district, and the Employer will make available an area where she may do so before she is required to leave the property of the Employer. Upon request, the Employer will discuss the discharge or discipline with the employee and the Steward within two working days of the dismissal.

Section 5. Should the discharged or disciplined employee, or the Steward, consider the discharge or discipline to be improper, the matter shall be considered under the grievance procedure (Article VII), commencing at Step Two.

Section 6. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost regular driving time including field trips, providing the driver has signed within the last four postings of field trips prior to her suspension or discharge; and, with full restoration of all other rights and conditions of employment.

Section 7, The Employer shall post a copy of the Bullard-Plawecki Employee Right to Know Act in the transportation office.

ARTICLE IX

EMPLOYEE TARDINESS

Section 1. In order to provide dependable and effective pupil transportation services it is essential that all employees punch in at their scheduled punch in time. Whenever an employee punches in after her scheduled punch in time, she shall be deemed tardy. When an employee is tardy, the Supervisor of Transportation shall classify the tardiness as either excused or unexcused. Instances of unexcused tardiness are subject to the provisions of Article VIII of this Agreement.

Section 2. Although it may not always be possible, employees are expected to call in at least 15 minutes prior to their punch-in time if they expect to be tardy. Infrequent instances of tardiness will be excused if the employee calls in prior to punch-in time and arrives at work shortly thereafter, or does not call in or calls in after her punch in time but arrives less than ten minutes after her regularly scheduled punch-in time.

Section 3. Should a driver be late by more than ten minutes, excused or unexcused, it will also be necessary for the Employer to decide in each instance whether to keep the

route open for a late arrival or to assign the route to a substitute driver. If the route is assigned to another driver, the tardy driver shall be informed of same and shall forfeit that work opportunity.

## ARTICLE X

### DISCIPLINE FOR ACCIDENTS INVOLVING USE OF EMPLOYER VEHICLES

#### Definitions:

- (a) Accident: an event, occurrence or happening which is unexpected or undesigned, which has an element of chance or probability, and which produces unintended injury or property damage.
- (b) Non-Preventable Accident (non-chargeable): an accident which occurred in spite of the fact that the driver(s) did everything reasonable under the circumstances to prevent it.
- (c) Preventable Accident (chargeable): a preventable accident is one in which a driver fails to do everything she reasonably could have done under the circumstances to prevent it.
- (d) Vehicle: the definition of a vehicle shall include an automobile, bus, van, hi-low, tractor, motorcycle, or truck.

Chargeable accidents against an employee involving total damage under \$1,500 and not involving personal injury shall be considered a minor accident and the following progressive corrective discipline steps shall apply; provided however, that drivers shall receive a written warning for their first chargeable accident involving total damage under \$300 and not involving personal injury.

- 1st Offense - Step 1: written reprimand
- 2nd Offense - Step 2: one day off without pay
- 3rd Offense - Step 3: three days off without pay and in-service training
- 4th Offense - Step 4: one week off without pay and in-service training
- 5th Offense - Step 5: more serious discipline up to and including discharge.

Chargeable accidents against an employee involving total damage over \$1,500 or personal injury shall be considered a major accident and the following progressive corrective discipline steps shall apply:

- 1st Offense - Step 3: three days off without pay and in-service training
- 2nd Offense - Step 4: one week off without pay and in-service training
- 3rd Offense - Step 5: more severe discipline up to and including discharge

In cases of major accidents involving substantial property damage or personal injury, the Employer may immediately impose more serious discipline up to and including discharge. Employee chargeable vehicle accidents on record more than three years old shall not apply to this policy.

It is understood the Employer shall determine whether an employee accident is chargeable or non-chargeable and the employer shall also determine the amount and kind of in-service training when necessary and shall reimburse the employee for

all time involved. The decision will be a matter for the grievance procedure. In the event an employee incurs more than one chargeable accident within a three-year period involving a mix of major and minor accidents, the progression of steps shall be to the next available higher step unless more serious action is warranted, i.e., minor step 1 to major step 3, minor step 3 to major step 4, major step 3 to minor step 4.

## ARTICLE XI

### SENIORITY

Section 1. New employees in the bargaining unit shall be on probation for the first 90 calendar days of their employment, which shall be extended by the amount of any intervening summer recess and days of absence in excess of three. The probationary period may also be extended an additional 30 calendar days by mutual agreement of the Employer and the Union. When an employee finishes the probationary period, she shall be entered on the regular seniority list as of her last Board date of hire as a regular employee. There shall be no seniority among probationary employees.

Section 2. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement-, provided, however, the discipline, discharge or layoff of probationary employees during their probationary period shall

be at the sole and exclusive discretion of the Employer and shall not be subject to the grievance procedure provided herein.

## ARTICLE XII

### SENIORITY LISTS

Section 1. Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

Section 2. The seniority list on the date of this Agreement will show the names, job titles, and seniority dates of all employees of the unit entitled to seniority. Special bus aides shall constitute a separate job classification and may exercise their seniority from their date of hire as an aide only within that classification. All drivers shall constitute another separate classification and may exercise their seniority only within that classification.

Section 3. The Employer will keep the seniority list up-to-date at all times, and will provide the Local Union President with an up-to-date copy 30 days after school starts, and shall provide the Local Union President with an up-to-date copy whenever there have been any subsequent additions or deletions.

Section 4. A copy of such list shall be posted in the drivers' room. For a period of 30 days following such posting, each employee shall examine the same in order to make certain that her seniority date is correctly stated thereon. If an employee claims it is not, she shall promptly take the matter



up with the Supervisor of Transportation, and errors, if any, shall be corrected. Upon the expiration of such 30-day posting period, the seniority list shall stand as correct and be accepted by all parties, including the employees.

Section 5. Any bus driver or aide promoted on or after July 1, 1978, to a position outside the unit but in the employ of the School District shall retain her unit seniority for a maximum period of six months after such promotion. If returned to the unit within such six month period, for a period of 60 calendar days thereafter the employee shall be treated as the least senior employee in the unit for bidding purposes; after such 60 calendar day period full bidding seniority shall be restored.

Section 6. Any person who had worked previously for the Employer on a contractual basis as a Special Bus Route Driver and who entered the employ of the Employer as a Special Bus Route Driver on January 8, 1979, shall receive service credit for wage progression purposes on account of such contract service. Seniority of such employees for all other purposes shall be from Board date of hire as a regular employee. Further, so long as such employees remain Special Bus Route Drivers they may utilize their special seniority date when they are bidding on Special Bus Routes on bid days. However, should such employees ever transfer to a Regular Bus Route the employee's seniority for all bidding purposes shall permanently thereafter be the date of hire by the Board of Education.

ARTICLE XIII

LOSS OF SENIORITY

An employee shall lose her seniority and the employment relationship shall end for the following reasons:

(1) The employee resigns or quits.

(2) The employee retires or receives a pension benefit under the Michigan Public School Employees Retirement System.

(3) The employee separates as a condition of a disability settlement.

(4) The employee is discharged and the discharge is not reversed through the grievance procedure.

(5) The employee is absent for three consecutive working days without notifying the Employer. In proper cases, exceptions may be made by the Employer. After such absence, the Employer will send written notification to the employee at her last known address informing the employee that she has lost her seniority and her employment has been terminated.

(6) Return from sick leave and leaves of absence will be treated the same as (5) above.

(7) The employee does not return when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer.

(8) The employee is laid off for a period of one year.

ARTICLE XIV

SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the Employer and the MEA.

ARTICLE XV

REDUCTION OF WORK FORCE

Section 1. The Employer reserves the right to reduce the work force and layoff employees.

Section 2. If at any time the Employer determines that the total number of employees exceeds the total number of available positions within a classification, voluntary layoffs will be permitted within that classification. Employees within the affected classification may volunteer for layoff on a seniority basis. The Employer will not challenge the eligibility of these volunteers for unemployment benefits.

Section 3. If an insufficient number of employees in the affected classification(s) volunteer for layoff as provided in Section 2 above, and the layoff occurs during the summer break period when employees are not in regular bid assignments, probationary employees in the affected classification shall be laid off first. Thereafter, seniority employees within the affected classification will be laid off in inverse order of seniority.

Section 4. If a route or position is reduced by one hour or more per day or eliminated during the school year, the

driver(s) whose route or position is reduced or eliminated may accept the reduced assignment or, in the case of the elimination of her route or position, layoff, or if she so chooses, may bump a less senior employee in her classification with a route or position having a work schedule a minimum of one-half hour less than her regular route or position prior to its reduction or elimination. (By way of example, an employee with a regular route assignment of 7.6 hours may bump a less senior driver with an assignment closest to but not more than 7.1 hours.) The employee who is bumped may exercise the same option. When the final bump results in layoff, the least senior person in the affected classification will be laid off.

Section 5. There shall be no bumping between classifications. Union Stewards and the Local Union President shall enjoy super-seniority for purposes of layoff and recall only. The grievance chairperson shall be the last employee laid off in her classification.

Section 6. Employees to be laid off for an indefinite period of time will have at least seven calendar days' notice of layoff, unless the layoff results from bidding or bumping on routes, or sudden, unforeseen actions such as labor disputes by other units. Employees will have at least 12 hours notice of layoff where it results from sudden, unforeseen actions such as labor disputes by other units. The Local Union Secretary shall receive a list from the Employer of the employees being laid off on the same date a notice of layoff is provided to employees.

Section 7. When the work force is increased after a layoff, seniority employees will be recalled according to seniority. Notice of recall shall be sent to the most senior employee at her last known address by registered or certified mail. If an employee fails to report for work within ten working days from date of mailing of notice of recall she shall be considered a voluntary quit. Extensions may be granted by the Employer in proper cases. Notwithstanding the foregoing, a seniority employee may decline recall if there is a junior seniority employee who will accept recall, provided, however, if there is not, the Employer may require seniority employees to accept recall or forfeit their seniority and all future rights of recall to employment.

Section 8. If there is a labor dispute by another unit that delays the start of school or interrupts the school year, any routes or work to be performed during such period will be rebid by seniority.

## ARTICLE XVI

### BUS ROUTES

#### Section 1. Selection of Bus Routes.

(A) A "regular bus route" is comprised of one or more runs established by the Employer for the transportation of pupils between their homes and their school, or between a school and other facility of the Employer, including a vocational education facility. Regular bus routes which

include vocational education transportation may include other non-vocational education runs, provided the vocational education part of the route remains intact. This provision shall not be construed to prohibit the transportation of special education students on a regular bus route, except where such transportation is otherwise prohibited by law.

(B) A "special bus route" is a route established by the Employer in accordance with applicable law to provide special transportation to pupils. It is recognized that transportation of such pupils may require special arrangements for each situation. This provision shall not be construed to prohibit the transportation of regular students on a special bus route.

(C) A "kindergarten bus route" is defined as a route which falls during the middle part of the school day and transports kindergarten students to and from their schools of attendance. This provision shall not be construed to prevent the transportation of middle school and high school students on a kindergarten bus route as conditions permit.

(D) A "regular relief" driver is a driver who fills vacancies occurring on a day to day basis caused by the absence of regular drivers. A regular relief position will have a regular punch-in time in the morning and afternoon, and shall be guaranteed a minimum of five hours of work each working day. (Drivers will be informed of the punch-in times before bidding.) A regular relief driver may be assigned to fill-in

on any regular bus route or special bus route or to any other driving duties as the Supervisor of Transportation may determine. An employee bidding on a regular relief position must bid for both mornings and afternoons and cannot bid on any other routes or positions.

(E) A "substitute" is an individual who does not have a regular position and is "on call" for assignment by the Employer on an as needed basis.

(F) There shall be two positions designated for the appointment of regular relief drivers.

(G) Employees shall be permitted to bid on regular, special and kindergarten bus routes and regular and kindergarten relief positions prior to the start of school and shall have the opportunity to rebid on the Thursday following the 4th Friday after the start of school. Rebid routes and positions shall be effective the following Monday for the remainder of the school year. Drivers who select a regular bus route and drivers who select an "in-district" special bus route, may also select a kindergarten route that does not conflict. Under no circumstances may a driver's bid selection(s) give the driver a total work assignment in excess of eight hours per day. Drivers will bid before aides.

(H) Drivers with "in-district" special routes who select a kindergarten route shall be required to forfeit the kindergarten route if a middle route is thereafter added by the Employer to their special route. In such cases, the forfeited

kindergarten route will be put up for bid and awarded to the most senior driver who has a regular or "in-district" special route that does not conflict.

(I) Employees with the greatest seniority shall bid first. Regular bidding by proxy will be allowed. Employees bidding by proxy must designate their proxy in writing to the Supervisor of Transportation no later than two working days prior to bid day. A driver who is on a medical leave of absence at the time of bidding will be permitted to bid if the driver's expected date of return is within 90 calendar days after the bid date. Until the driver returns from the leave of absence or the expiration of such 90 day period, whichever occurs first, the route or position will be filled by a relief or substitute driver. If the absent driver fails to return at the expiration of such leave or 90 day period, whichever occurs first, the driver shall lose the bid position, which shall then be re-bid as a permanent vacancy. A driver who goes on medical leave of absence during the school year and who returns from such leave during the same school year shall have the right to resume her bid route and any bid kindergarten route at the time the leave of absence was granted. During such leave, the vacant position will not be posted and may be filled by a relief or substitute driver.

(J) Under no circumstances may any driver split a special bus route.



(K) Drivers hired as regular bus route drivers prior to December 31, 1978, shall have the right to elect to work only mornings or afternoons of a regular bus route. All other drivers may be required by the Employer to work both mornings and afternoons.

(L) Any employee may bid a split bus route (one in which the morning segment and the afternoon segment constitute parts of different routes), where such split routes are available at the time she bids.

(M) After all regular, special and kindergarten routes and regular and kindergarten relief positions have been bid, drivers with the greatest seniority who have selected a regular or special bus route may bid on the other available routes that are not in conflict with their previously selected route(s), provided the additional route does not give the employee a combined work assignment in excess of eight hours per day. All other available routes or positions will be distributed to substitute drivers. After all available substitutes have been assigned, the remaining relief work will be offered to employees who have signed the extra work sheet. The extra work sheet shall be posted for five working days, at the beginning of the school year. The initial order of rotation will be determined by seniority. Extra work shall be assigned on rotation to those individuals whose regular route assignment does not conflict with the extra work assignment.

(N) When a bus route becomes available during the school year, that route will be put up for bid as soon as supervision becomes aware of its availability and will remain posted for a period of three working days . The route will be awarded within five working days after posting; provided, however, that if the route is a newly established route, it may be filled by a substitute for a period of up to 30 calendar days before being put up for a bid, in order to make any necessary adjustments in the route. The order of bid will start with those drivers with the highest seniority. When this results in two drivers changing routes, the Employer will have the right to assign the third and subsequent routes except that seniority employees whose routes have only two runs may bid on resulting vacancies in routes with three runs. Drivers who are permitted under Paragraph (K) above to drive only mornings or afternoons must give at least one week's notice of desire to give up either the morning or afternoon segment of a route. Upon a transfer from a regular bus route to a special bus route, or vice versa, the employee shall be on probation for the first five working days, during which time the driver's former position may be filled by a relief or substitute driver. Upon successful completion of such probation, the driver shall be regularly assigned to the new position.

(O) If at any time during this agreement, the Employer shall reduce or increase the scheduled school day, the minimum guarantee provided herein with respect to regular

relief positions shall be subject to re-negotiation upon request by either party.

(P) Management shall assign a specific bus to each driver. Once so assigned a bus will remain with the driver for the remainder of that driver's employment/ unless it is necessary to retire the bus, to remove the bus temporarily for maintenance, to re-assign the bus in order to rectify conditions of overloading or underloading, to equalize mileage with another bus, or the driver bids on a special bus route (or vice versa). Transfers for purposes of equalizing mileage will only be made between buses of the same model year and then only if a difference of 7,000 miles exists. Whenever management retires buses and replaces them with new buses during the school year, the new buses will be assigned to the drivers from whom the old buses are retired. Vehicles used on special bus routes may be re-assigned to different routes at the discretion of the Employer.

(Q) During such period as students are on a five hour per-day class schedule, a driver shall be guaranteed a minimum of one hour's pay for a kindergarten bus route. If the class schedule should at some future date be increased to six hours or more per day, a driver shall at that time be guaranteed a minimum of two hours pay for a kindergarten bus route.

Section 2. Substitute Kindergarten Work.

(A) "Substitute kindergarten work" is defined as that work which becomes available due to the absence of the kindergarten route driver.

(B) A daily availability log will be maintained in the transportation office, in which drivers may indicate their availability for extra kindergarten work on any given day or days. Any driver may sign this log who is not otherwise scheduled to drive or train at the time of the particular extra kindergarten work.

(C) There shall be three positions designated as kindergarten relief positions. Substitute kindergarten work will be awarded first to the bid kindergarten relief drivers. If these are insufficient to fill the need for drivers on any particular day, the excess shall be awarded to drivers who sign the availability log prior to 8:00 a.m. that day, on a rotating basis, with the initial order determined by seniority at the beginning of the school year. When a driver does not receive at least one-half hour's notice of substitute kindergarten work, such driver shall not lose her turn in rotation if she refuses the run or cannot be reached.

(D) On Parent-Teacher Conference days in the secondary schools, when kindergarten drivers do not have time to perform their own bid kindergarten routes, such routes will be assigned first to available kindergarten relief drivers, then to available regular bid kindergarten drivers who were unable to drive their own route because of the conflict of schedule. After all kindergarten relief drivers and regular bid kindergarten drivers have been assigned, the remaining kindergarten routes will be assigned to drivers who have signed

the kindergarten log book. To retain or be assigned a kindergarten route, drivers must be able to reach their pickup school before the students are dismissed.

## ARTICLE XVII

### FIELD TRIPS

Section 1. A field trip is defined as transportation of pupils for other than regular school attendance, such as athletic events and museum trips. Shuttle transportation of pupils between schools in the District during normal school hours is not a "field trip" and may be assigned to any available driver.

Section 2. Seniority drivers who desire to take field trips shall sign up on first bid day. If for any reason employees do not sign up on first bid day or later withdraw from the field trip list they will be unable to sign up again until the start of the next school year. For accounting purposes, field trip hours will be rounded upward or downward to the nearest tenth of an hour.

Section 3. Drivers will not be eligible to sign for field trips during their probationary period. However, if no regular driver is interested or available due to a conflict with other trips, a trip will be offered to an available probationary driver first and second to a substitute. Substitute drivers cannot sign for field trips.

Section 4. A board will be maintained in the transportation office on which the Employer shall post notices of all field trips. Whenever possible, such notice shall be posted five days prior to the date of the trip. Employees desiring to sign up for extra trips shall do so on forms to be made available by the Employer, which shall be placed in a box to be provided for that purpose.

Section 5. Field trips to seniority drivers will be rotated and equalized to the extent possible. Assignments at the beginning of the school year will start with the highest seniority driver and rotate through the seniority list to the lowest seniority driver. Thereafter, trips will be assigned to the drivers with the lowest total field trip hours during that school year through the preceding week commencing with the driver with the least number of hours. In the case of a tie in hours, the more senior driver shall be assigned the field trip. A driver who desires to take field trips and who acquires seniority status after the first day of the school year will begin at a point on the trip list one hour above the driver with the highest number of field trip hours accumulated to that date.

Section 6. Accumulated field trip hours for all drivers will be posted on a weekly basis. Drivers will have 24 hours from posting (or the next working day) to notify the Supervisor of Transportation of any errors. If the Supervisor of Transportation is not notified, the times will remain as posted.

Section 7. Field trip sign up sheets will be posted in order of day and time. Unknown departure times will be the last ones listed on a particular day. Sign up sheets must be submitted by Thursday noon of the week preceding the assignment week. Where practical, assignments of field trips will be made by 1:30 p.m. on the Friday preceding the assignment week or the last work day prior to a scheduled vacation period. Once a trip has been assigned to a driver, there will be no switching of trips by the drivers.

Section 8. A field trip request that is received by the Supervisor of Transportation after the week's trips have been posted but 48 hours or more from time of the trip will be placed on the field trip board for drivers to sign the trip sheet. The trip sheet will be removed at 2 p.m. on the day following the date of posting. The trip will be offered to the driver with the lowest total field trip hours computed through the preceding week.

A field trip request that is received by the Supervisor of Transportation after that week's trips have been posted but with less than 48 hours from time of the trip will be offered to the driver with the lowest total field trip hours computed through the preceding week.

Section 9. A driver who does not choose to work or is unavailable to work for any reason, will be charged the number of hours paid on the assignment. A driver who refuses a trip with less than five hours notice or who is already assigned a field trip on that day shall not be charged the time.

Section 10. If a field trip is posted to start or return during kindergarten route times, a driver will not be allowed to take both a kindergarten route and a field trip. No driver may split a kindergarten route for the purpose of taking a field trip.

Section 11. Cancellations.

- (A) A driver will receive a minimum of two hours pay for any field trip.
- (B) A driver will receive a minimum of two hours pay if a field trip is cancelled less than one hour prior to its scheduled departure time. Drivers who refused the trip will be charged an equal amount of time. A driver whose trip is cancelled will be allowed to take her regular bid route that day.
- (C) A driver will receive a minimum of two hours pay when a field trip is cancelled at its destination point.
- (D) Six hour notification is required for a driver to cancel a trip. A driver who cancels a field trip assignment without good cause will be charged with the hours of that trip and all field trip hours in the next week for which she is eligible for assignment.

Section 12. Regular relief drivers are eligible for only those field trips which do not conflict with their normal



work schedule (including any guaranteed hours). All special bus route drivers may bid on any field trips but shall forfeit any morning and/or afternoon route which conflicts with the field trip. All regular bus route drivers may bid on any field trips but shall forfeit any run which conflicts with any portion of the field trip.

Section 13. To be eligible for a field trip, a driver must be able to drive the vehicle assigned to that field trip. Drivers must drive the assigned vehicle, unless mechanical difficulties, emergencies, or the supervisor changes the assigned vehicle. The driver shall be charged the hours paid on the trip if she cannot drive the assigned vehicle.

Section 14. Meals (not to exceed \$4.00 for breakfast, \$7.00 for lunch, and \$9.00 for dinner) and lodging for extra trips will be reimbursed, room service excluded, for the expense incurred, provided a bonafide receipt is attached to the request for payment form. Payments for such meals and lodging shall only be paid if the students eat a meal or stop for lodging during the course of the trip and the driver is required to remain with the students. Payment for meals and lodging will be made upon the presentation of a properly executed and signed request for payment form provided by the business office and returned to the Supervisor of Transportation. Notwithstanding the foregoing, if the driver is on the clock in excess of five consecutive hours to take the extra trip, the driver shall be entitled to a meal, to be taken

at a time and location which shall not interfere with the trip. Except for absence to get a meal in accordance with the foregoing sentence, or as otherwise instructed by the transportation supervisor, drivers shall remain with students on all extra trips. A receipt must be furnished to the supervisor showing amount of meal and restaurant. The driver will provide, on the back of the receipt, the driver's name, trip schedule and date of trip. Receipts must be submitted within 48 hours after the trip.

Section 15. Drivers shall receive tickets for all field trip events. A driver who is required to purchase a ticket when one is not available prior to the trip shall be reimbursed the cost of admission. Drivers shall not permit their attendance at any field trip event to conflict in any manner with their responsibilities as a driver.

Section 16. Except in those situations where the field trip immediately follows a driver's regular assignment, drivers shall be provided twenty minutes to adequately prepare the bus for travel and travel to the designated departure point. Drivers shall be prompt in picking up passengers at both the point of departure and return. Drivers shall complete and turn in to the Transportation Office their time card and tach-o-graph chart at the end of each trip.

Section 17. Notwithstanding any other provision of this Agreement to the contrary, the Employer may contract out any trips in excess of 300 miles round trip.

Section 18. It is understood that deviations from these procedures may be necessary due to unforeseen circumstances or emergencies.

ARTICLE XVIII

COMPENSATION AND BENEFITS

Section 1. There shall be two employment classifications recognized under this Agreement: Bus Drivers and Bus Aides. Effective for the fiscal years indicated below, the straight time hourly rates of pay for employees covered by this Agreement shall be as follows:

Bus Drivers

<u>Length of Service</u>	<u>07/01/87 through 06/30/88</u>	<u>07/01/88 through 06/30/89</u>	<u>07/01/89 through 06/30/90</u>
Start	\$7.30	\$7.30	\$ 7.80
90 Days	\$7.55	\$7.55	\$ 8.05
1 Year	\$7.95	\$7.95	\$ 8.50
2 Years	\$8.45	\$8.45	\$ 9.00
3 Years	\$8.90	\$8.90	\$ 9.55
4 Years	\$9.45	\$9.45	\$10.10

Bus Aides

Start	\$7.25	\$7.25	\$7.75
90 Days	\$7.55	\$7.55	\$8.05
1 Year	\$7.95	\$7.95	\$8.50
2 Years	\$8.45	\$8.45	\$9.00

Section 2. Retroactive Wages. All individuals who retired under MPSERS from July 1, 1987 through the date of

ratification of this Agreement by both parties, and all individuals who are on the Employer's payroll or on medical leave of absence as of the date of said ratification, shall be eligible for retroactive wage payments as herein provided. Individuals whose employment terminated for reasons other than retirement as above provided are ineligible for said retroactive wage payments.

Section 3. 1988-1989 Bonus Payment. All individuals who retired under MPERS from July 1, 1987, through the date of ratification of this agreement by both parties and all individuals who are on the Employer's payroll or on medical leave of absence as of the date of said ratification, shall receive a one-time only bonus payment (not to be added to base salary) equal to 6% of the wages received by each such employee from the Employer during the period July 1, 1988, through and including June 30, 1989. Individuals whose employment terminated for reasons other than retirement as above provided are ineligible for said bonus payment.

Section 4. Overtime. Time worked over eight hours in any day or over 40 hours in any week will be paid at one and one-half times the employee's straight time hourly rate. The allowance of an overtime premium on any hour shall preclude consideration of that hour as qualifying for overtime premium on any other basis. Authorized holidays not worked and sick leave taken on Monday through Friday shall be considered as time worked.

Section 5. Holidays. Each employee will be paid her straight time hourly rate multiplied by the number of hours per day on her bid regular route for Labor Day, Thanksgiving, the day after Thanksgiving, one day before Christmas, Christmas Day, one day after Christmas, one day before New Years, New Year's Day, Good Friday, Easter Monday and Memorial Day, provided the employee has worked the last school attendance day before the holiday and the first school attendance day after the holiday. Holiday pay for Labor Day shall be based on the number of hours per day in the route which the employee is awarded pursuant to the initial bid process, and holiday pay for subsequent holidays shall be based on the number of hours per day in the employee's bid route at the time of such holidays. An allowance will be made if the employee is personally sick and such sickness is certified by her doctor if she has a death in the immediate family, is required to appear in court or for jury duty, or is on paid or unpaid personal days as provided in Article XVIII, 1f8. When required to work on a holiday, the employee shall be paid two times her regular hourly rate for all hours worked.

Section 6. Sick Leave.

(A) All seniority employees shall be allowed paid leave for illness at the rate of one day for each calendar month worked during the school year, such day to be credited to the employee as a number of hours

equivalent to her normal work day. The normal work day shall be designated for each driver based upon her bid routes.

(B) An employee shall have only earned sick days available for use. For example, after one calendar month's employment the employee shall have one day available; after two calendar months' employment, two days, etc. If the employee is absent in excess of earned sick days, she shall not be paid. Sick leave may be taken in units of one hour or more.

(C) Each employee who does not use all of the paid sick leave during her benefit year, may accumulate her unused paid sick days up to a total of 75 days.

(D) Employees may be compensated for unused sick days earned each school year. The amount to be paid to the employee at the end of the school year, or accumulated, will be at the discretion of the employee. Example - If during the school year, an employee would earn, and not use, ten sick days, she could elect to be paid for any or all of such unused sick days and could accumulate any for which she did not elect to be paid, subject to (C) above.

(E) The term "sick leave" as used above in this section refers to absence of the employee due to sickness or noncompensable accidental injury to the

employee to such an extent that she is unable to perform her scheduled work, or that it would be unsafe or unwise for her to expose others to her condition. If requested by the Employer, the employee shall furnish appropriate medical certification that her absence from work is due to sickness or a non-compensable accidental injury.

(F) The employer shall grant a leave of absence to an employee who is unable to perform her regular duties for an extended period of time because of illness or disability (including pregnancy related disabilities), provided written certification of illness or disability is received from a licensed physician. In case the Employer questions the certification, it may, at its own expense, require the employee to be examined by a physician of its own choice. Except as otherwise provided herein, such leave shall be without salary for a maximum period of one year, unless extended by the Board of Education of the District. Service time for purposes of advancement on the salary schedule, sick leave, or other benefit shall not be accrued after the employee exhausts her accumulated paid sick days.

(G) During the leave of absence of a regular driver, her position will be filled by a relief or substitute driver.

(H) Upon returning to work within the same school year, the employee shall have the right to resume her regular bus route and bid kindergarten runs at the time her leave of absence was granted. If she returns during a subsequent school year, she shall be permitted to bid at the same time as other active employees and, upon her return, to resume her bid route and run. The employee must produce a release from her doctor to return to work.

(I) An employee who fails to return to her work at the termination of her leave or any extension thereof, shall lose her seniority and her employment shall be terminated.

(J) In the event an employee is found to be working for pay while on paid or unpaid sick, illness or disability leave of absence, shall be considered to have resigned from her position with the Employer and shall be terminated.

(K) Both the crediting of and the payment of sick leave shall be based upon the hourly equivalent of the employee's work day.

(L) An employee retiring under the Michigan Public School Employees' Retirement System and having 15 service years of in-district service, shall receive a one-time retirement grant. The retiree shall be paid \$10.00 per unused accumulated sick day to a maximum of \$550.00.



Section 7. Funeral Leave. Upon request, an employee shall be allowed up to the following number of paid days off (not to be deducted from sick leave) to make preparation for and attend the funeral and burial of a member of her immediate family as hereinafter identified.

1. Up to five days for husband, wife or child.
2. Up to three days for parent, brother, sister, or parent-in-law.
3. Up to two days for brother-in-law, sister-in-law, or grandparent.

Up to two additional days may be utilized by the employee to attend an out-of-state funeral.

Section 8. Personal Business Days. All unpaid personal business days must be approved 24 hours previous to the time desired off the job. This shall be termed as "Authorized Personal Business". At the option of the employee, she may take two personal business days per year off her earned sick time. Effective July 1, 1985, these two paid personal business days per year will no longer be charged against sick time, and, if unused, will be paid in the same manner as unused sick days.

Section 9. Hospitalization. Provided there is sufficient participation by employees to qualify for coverage under the Employer's contract with Blue Cross/Blue Shield, commencing October 1, 1989, the Employer will pay 80% of the premiums for Blue Cross/Blue Shield MVT-I group medical

benefits, with Master Medical Option I and the COMPS, D45NM, SOT, SAT, Pre-determination, ML, FAE-RC, Prescription Drugs - \$3.00, PD-MAC and RECIP-VST riders for each seniority employee with a regular work schedule of 20 hours or more per week. The Employer further agrees to make Blue Cross/Blue Shield's F Rider available to employees. If selected by an employee, the Employer will pay 80% of the premium of such additional coverage. The terms, conditions, exclusions and limitations specified in the Employer's policy with Blue Cross/Blue Shield shall govern all conditions of eligibility for and payment of benefits. Failure of a participating employee to pay her share of the required premium shall result in immediate termination of coverage.

An employee who is covered under the Employer's Blue Cross/Blue Shield policy at the time she commences a medical leave of absence shall be permitted to continue such coverage for a period not to exceed twelve months (or such other period as required by State or Federal law) by paying the full premium in advance of each month's premium payment date. When the employee returns to work, the Employer will resume payment of the appropriate portion of the premium for such coverage, as specified above.

Section 10. Term Life. The Employer shall pay the premiums to provide \$20,000 of term life insurance coverage for each seniority employee who has a regular work schedule of 20 hours or more per week. Seniority employees hired prior to

September 11, 1989, who have a regular work schedule of less than twenty (20) hours per week, shall also be entitled to such life insurance coverage. The insurance carrier shall be selected by the Employer. The terms, conditions, exclusions and limitations specified in the Employer's policy with its insurance carrier shall govern all conditions of eligibility for the payment of benefits. Such coverage shall be continued during medical leave of absence on the same basis as hospitalization insurance.

Section 11. Accident and Sickness. Provided there is sufficient participation by employees to qualify for such coverage, commencing October 1, 1989, the Employer shall make an accident and sickness policy available to each seniority employee who has a regular work schedule of 25 hours or more per week. This policy will pay benefits equal to 60% of the employee's regular weekly earnings up to a maximum of \$300.00 per week. Benefits shall be payable after the 30th day of an accident or sickness. Employees receiving accident and sickness benefits as herein described shall not be eligible for sick leave benefits as provided in Article XVIII, Section 6, Sick Leave, of this agreement.

Participating employees shall pay 40% of the annual premium. Failure of a participating employee to pay her share of the required premium shall result in immediate termination of coverage. The insurance carrier shall be selected by the Employer. The terms, conditions, exclusions and limitations

specified in the Employer's policy with its insurance carrier shall govern all conditions of eligibility for and payment of benefits.

Section 12. Dental. Provided there is sufficient participation by employees to qualify for such coverage, effective October 1, 1989, the Employer shall pay the premiums to provide the dental expense benefits referenced in Appendix A for each seniority employee who has a regular work schedule of 25 hour or more per week who do not receive dental benefits through any other source. The coverage herein provided shall be subject to such terms, conditions, exclusions and limitations specified in the Employer's policy with its insurance carrier. The insurance carrier shall be selected by the Employer. The percentage of reasonable and customary charges for covered expenses and the maximum benefits for each covered member are referenced below:

- Class I 80% to a maximum annual benefit of \$1,000
- Class II 80% to a maximum annual benefit of \$1,000
- Class III 80% to a maximum lifetime benefit of \$800

Section 13. Jury Duty. Upon notice of jury duty, an employee shall immediately notify the immediate supervisor. An employee called for jury duty shall be paid the difference between what she received as a juror and the regular wages she would have normally received from the Employer, provided she notifies her immediate supervisor within seven days of receipt

of notice. Seniority and increments **will** accumulate according to the salary schedule.

Section 14. Retirement. All seniority employees shall be covered by the Michigan Public School Employees Retirement System, the contributions thereto being made by the Employer.

Section 15. One-Half Days. On teacher conference days, extracurricular days, and examination days, when students are in attendance only one-half of the day, if the time interval between the completion of the driver's last delivery of students to school and the first pick-up to take students home is less than one hour, the driver may elect to remain on the clock or punch out. If such interval is one hour or more, the driver shall punch out for the interval. In those circumstances where the driver elects to remain on the clock as above provided, she shall clean her assigned bus, update her seating charts or route assignments or perform other duties related to her regular job functions if assigned by the Supervisor of Transportation. It is understood that employees may also use a reasonable portion of this time to eat a morning snack.

Section 16. Attendance Bonus. All seniority employees shall earn one-half day's pay for each month, from September through June, in which the employee works all of her regularly scheduled hours of work, excluding only paid absences due to jury duty, funeral leave and personal business, and such

days off as may be approved by the Employer for union business. Earned bonus pay shall be credited according to the rate of pay and number of hours in the employee's regular daily schedule in effect on the last working day of the month in which bonus pay is earned. Bonus pay shall be paid at the end of the school year in which it is earned.

Section 17. Inclement Weather Days. Any employee who is directed by the Superintendent or his designee not to report to work due to inclement weather conditions shall be compensated (not to be deducted from personal business or sick time) for the first two such days in any school year. The number of hours for which compensation is paid shall be calculated in the same manner as sick leave.

## ARTICLE XIX

### DRIVERS' RESPONSIBILITIES

Section 1. Bus Inspection. It is hereby acknowledged and agreed that each and every driver shall be responsible for the safe operation of her assigned bus. The driver shall inspect all equipment for the safe operation of the bus before each route or run in accordance with established pre-check procedures. The driver will also complete and file a Driver's Daily Report after each route or run.

Section 2. Bus Work Repair Request Form. Upon inspecting the bus and identifying problems, the driver shall properly and adequately complete and sign the Driver's Repair

Request, indicating the needed repairs. Such repairs are to be itemized and stated clearly for the purpose of pinpointing the necessary repairs. The Driver's Repair Request will be provided by the Employer and, upon completion, shall be returned to the Supervisor of Transportation.

Section 3. Bus Repairs. It shall be the driver's responsibility to deliver the bus to the garage for those repairs that have to be completed at the garage.

Section 4. Time Cards and Tach-o-graphs. Drivers shall use the time clocks provided by the Employer for the recording of time worked. Time cards and tach-o-graphs must be turned in upon completion of each morning route, each afternoon route and each other route or trip. The Employer will provide these forms.

## ARTICLE XX

### BULLETIN BOARD

Section 1. The School District will provide a cork bulletin board which may be used by the Union for posting notices of the following types:

- (1) Notices of recreational and social events.
- (2) Notices of elections.
- (3) Notices of results of elections.
- (4) Notices of meetings.

Section 2. A copy of each notice shall be provided to the Supervisor of Transportation prior to posting.

Section 3. Except as permitted in Section 1 above, there shall be no distribution or posting by employees or by the Union or members or representatives of the Union of pamphlets, advertising or political matter, notices, or any other kind of material, upon the premises of the School District.

## ARTICLE XXI

### GENERAL PROVISIONS

Section 1. Employees shall promptly notify the Employer of any change of name or address and in any event within five days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and address shown on its records for all purposes involving their employment and this Agreement.

Section 2. A heated room shall be made available for use by employees as a waiting room before their bus runs. This room is to be open at 6:00 a.m. and kept open until the last run in the afternoon, September through June. Smoking shall be prohibited in the Transportation Building. The Employer shall be solely responsible for establishing all other rules governing the use and furnishing of this room.

Section 3. Except as otherwise provided in Article XVI, 1f18, the Employer agrees not to subcontract the transportation of the school district's pupils without requiring, as part of the arrangement with any such outside



contractor, that the contractor agree to employ the seniority employees who are covered by this agreement at the time, to recognize the seniority of such employees, and to recognize the Union as the exclusive collective bargaining representative of such employees. The Employer agrees to notify the Union in writing 90 days in advance of Board action awarding any such contract. It is recognized that the Union and any such subcontractor shall be free to negotiate its own agreement.

Section 4. Vehicles owned or leased by the Employer for special transportation may be used by the Employer for other purposes, in which event any properly licensed driver employed by the Employer may operate the vehicle. However, this shall not permit more than one minibus at a time to be driven on a field trip for regular students by non-unit personnel.

Section 5. Custodians employed by the Employer shall not be permitted to drive school buses.

Section 6. The parties recognize that this Agreement is subject to the Constitutions and laws of the United States and of the State of Michigan. To the extent any provisions of this Agreement may now or in the future conflict with the provisions of any law, it shall be deemed modified or invalid only to the extent necessary so that it will comply with the applicable provisions of any such law. All other provisions shall continue in full force and effect.

Section 6. In the event there is insufficient participation by employees to qualify for coverage under Article XVIII, §§9, 11 or 12 of this Agreement, the Employer agrees to meet with the Union to negotiate an appropriate substitute for such excluded coverage(s).

ARTICLE XXII

DURATION

This Agreement shall become effective on the 11th day of September, 1989, and shall continue in effect until the 30th day of June, 1990.

IN WITNESS WHEREOF, the parties have, by their duly authorized officers and agents, signed and executed this Agreement on the day and year first above written, at Belleville, Michigan.

VAN BUREN PUBLIC SCHOOL  
DISTRICT

VAN BUREN TRANSPORTATION  
ASSOCIATION, MEA/NEA

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MEMORANDUM OF UNDERSTANDING

It is hereby agreed by and between the Van Buren School District and the Van Buren Transportation Association, MEA, NEA, that proposals or counterproposals proposed and later compromised in or withdrawn during the negotiation of the 1987-1990 collective bargaining agreement shall be without prejudice to either party in the future interpretation or application of this Agreement.

VAN BUREN PUBLIC SCHOOL  
DISTRICT

VAN BUREN TRANSPORTATION  
ASSOCIATION, MEA/NEA

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MEMORANDUM OF UNDERSTANDING

The parties agree that within 90 days of notification of this Agreement, a Study Committee shall be created for the purpose of evaluating the procedures for bidding of routes and the reassignment of extra work.

VAN BUREN PUBLIC SCHOOL  
DISTRICT

VAN BUREN TRANSPORTATION  
ASSOCIATION, MEA/NEA

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