

# **AGREEMENT**

*BETWEEN*

**PENNFIELD SCHOOLS**

*AND*

**PENNFIELD TRANSPORTATION ASSOCIATION,  
MEA/NEA**



**2007-2010**

## TABLE OF CONTENTS

	<u>Page</u>
AGREEMENT .....	1
ARTICLE 1 RECOGNITION.....	2
ARTICLE 2 BOARD OF EDUCATION RIGHTS.....	2
ARTICLE 3 AGENCY SHOP .....	5
ARTICLE 4 ASSOCIATION REPRESENTATION .....	7
ARTICLE 5 SPECIAL CONFERENCES .....	7
ARTICLE 6 SENIORITY .....	8
ARTICLE 7 LAYOFF AND RECALL.....	10
ARTICLE 8 ASSIGNMENTS .....	11
ARTICLE 9 VACANCIES.....	12
ARTICLE 10 GRIEVANCE PROCEDURE.....	14
ARTICLE 11 CONTINUITY OF OPERATIONS .....	17
ARTICLE 12 LEAVE OF ABSENCE.....	18
ARTICLE 13 DISCHARGE AND DISCIPLINE.....	20
ARTICLE 14 MISCELLANEOUS PROVISIONS.....	21
ARTICLE 15 BENEFITS .....	25
ARTICLE 16 DURATION OF AGREEMENT .....	27
APPENDIX A WAGES.....	28

**AGREEMENT**

This Agreement dated this \_\_\_\_\_ 2007 between the PENNFIELD SCHOOLS BOARD OF EDUCATION, hereinafter referred to as the "Board", and the PENNFIELD TRANSPORTATION ASSOCIATION/MEA/NEA, hereinafter referred to as the "Association".

It is the general purpose of this Agreement to promote the mutual interests of the Board and its Employees (regular bus drivers and aides) and to provide for the operation of the Board's business under methods which will further, to the fullest extent possible, economy and efficiency of operations, elimination of waste, realization of maximum quality and quantity of output, cleanliness, protection of property and avoidance of interruption of services. The parties of this Agreement will cooperate fully to secure the advancement and achievement of these purposes. It is agreed by all parties that providing a high quality education for the children of the Pennfield Schools is the paramount aim of this School District. The Board, administrative staff and the Employees have definite responsibilities in providing such services and education, we hereby declare:

WHEREAS, the Employees have the responsibility for providing prompt, accurate and efficient services, and

WHEREAS, the purpose of this contract is to promote maximum economy and efficiency of operation, and

WHEREAS, the parties through negotiation in good faith have reached agreement on such matters and desire to confirm in this Agreement, and

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

**ARTICLE 1  
RECOGNITION**

- A. Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act the Board hereby recognizes the Association as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement for:

All regular bus drivers and regular bus aides, excluding there-from the bus mechanic, transportation supervisor(s), substitutes, and all others.

B. Definitions:

1. Regular Bus Driver: A bus driver who is assigned to one (1) or more daily driving runs.
2. Regular Bus Aide: An Employee assigned to ride on a bus, to attend to the needs of special education students riding that bus.
3. Probationary Employee: A newly hired Employee who is assigned to one (1) or more daily runs and has not completed his/her probationary period as specified in Article 6, Seniority, Section A, Probationary Employees.
4. Substitute Employee: An Employee hired on a day-to-day basis, or for a limited period of time to replace a regular or probationary Employee during an absence, or hired to fill a vacancy during the posting and awarding process outlined in the Agreement.

**ARTICLE 2  
BOARD OF EDUCATION RIGHTS**

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, and the operations, and to direct the working forces and affairs of the District.
2. Continue its rights and past practice of assignment and direction of work for all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days. If during the life of this Agreement the Board creates a new classification that is within the bargaining unit, the Board will notify the President and Vice-President of the Association of the proposed rate of pay and if the Association notifies the management within ten (10) days of receipt of proposed rates it wishes to negotiate the rate of pay, the parties will commence negotiation. Management may temporarily fill the position until negotiation is concluded. Once the parties agree on rates of pay for the new position, it will then be posted in accordance with Article 10, Section A.
3. The right to direct the work force, including the right to hire, promote, discipline and discharge Employees, transfer Employees, assign work or extra duties to Employees (if above the Employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and layoff Employees.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt rules and regulations which are not in conflict with terms and conditions contained in the Collective Bargaining Agreement. Employees will receive a copy of all written rules and regulations.
6. Determine the qualifications of Employees, including an Employee's ability to perform the essential job functions of a position.

7. Determine the number and locations or relocations of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
  8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
  9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
  10. Determine the size of the management organization, its functions, authority, amount of supervision or organizational structure provided that the Board shall not abridge any rights of Employees as specifically provided in this Agreement.
  11. Determine the policy affecting the selection, testing or training of Employees, providing that such selection shall be based upon lawful criteria.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan Revised School Code or any other federal, state, county, district or local laws or regulations as they pertain to education.

**ARTICLE 3**  
**AGENCY SHOP**

- A. All bargaining unit members as a condition of continued employment shall either:
1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year or;
  2. Any bargaining unit member who is not a member of the Association in good standing within thirty (30) days from the bargaining unit member's first workday shall join the Association, or pay a service fee determined by the Association. The bargaining unit member may authorize payroll deduction for such dues or fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit the same to the Association. The procedure for involuntary deduction shall be as follows:
    - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
    - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to Section 2, above.
    - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction for same.
    - d. All bargaining unit members new to the District will be informed of this requirement when being offered employment in the District.

3. Pursuant to *Chicago Teachers Union vs. Hudson*, 106 S Ct 1066 (1986), the Association has established a “Policy Regarding Objections to Political-Ideological Expenditures.” That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association members who are included in the bargaining unit. The remedies set forth in the Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting driver concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association’s notification to non-members of the fee for that given school year. All bargaining unit members new to the District will be informed of this requirement when being offered employment in the District.

4. The Association agrees promptly to advise the Board of all members of the bargaining unit who have not fulfilled the above provisions and to furnish any other information needed by the Board to fulfill the provision of this Article. The Board agrees promptly to advise the Association of all additions, deletions, or change in status of members of the bargaining unit.
  5. The Pennfield Transportation Association/MEA-NEA agrees to indemnify and save the School harmless from and against any and all claims, suits and/or any other form of liability that may arise out of or by reason of any action taken by the School in reliance upon or in compliance with the terms and provisions of this Article.
- B. Authorized deduction of membership dues shall be made on a bi-weekly basis as authorized by the Association. The Board agrees to promptly and monthly remit to the Association treasurer all Monies so deducted, accompanied by a list of employees from whom the deductions have been made.



- C. The Board shall also make payroll deductions upon written authorization from employees for the following and any other programs jointly approved by the Association and the Board:
  - 1. United Educational Credit Union
  - 2. Tax-sheltered Annuities
  - 3. Insurance Options available in the District
  - 4. United Way

**ARTICLE 4**  
**ASSOCIATION REPRESENTATION**

- A. The Employees covered by this Agreement will be represented by the Association officers, elected by the members of the unit.
- B. The Board will be notified of the names of the officers.
- C. Grievance conferences, special conferences, and negotiating meetings will be held at times other than the Employees regular work hours, unless otherwise agreed to, in which event, the Board agrees that participants shall suffer no loss of time or pay from regular work hours.

**ARTICLE 5**  
**SPECIAL CONFERENCES**

Special conferences for important matters will be arranged between the Association and the Administration, or its designated representative, upon the request of either party. Such meetings shall be between at least two (2) representatives of the Association and at least two (2) representatives of the Board. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting 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. Special conferences may be attended by representatives of the Michigan Education Association.

<b>ARTICLE 6 SENIORITY</b>
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A. Probationary Employees.

1. Regular Employees (drivers/aides) hired in the bargaining unit shall be considered probationary Employees until successfully completing sixty (60) working days. There shall be no seniority among probationary Employees. Upon completion of their probationary period, the Employee's name shall be added to the seniority list as of the day that the Employee drove an assigned regular run. The probationary period may be extended for any absences during that period by the amount of said absences. The Association 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. The Association shall not represent probationary Employees in matters of discipline and/or discharge using the grievance procedure in this Agreement.
2. Employees shall serve only one probationary period. An employee who transfers from one classification to another will serve a trial period of not more than sixty (60) working days. At the end of such time the employee must have achieved a skill proficiency in the new classification as determined by the Administration. If at any time during the trial period the Administration or the employee determines that the employee cannot achieve skill proficiency, the employee shall be returned to the previous position, without prejudice. In the event of a return to the prior job, the Employer may also return to the former assignments other employees transferred as a result of the original transfer.

- B. Effective July 1, 2005, an Employee's seniority date is defined as the first day that the employee worked as a regular Driver or regular Aide. All seniority dates in effect at the end of the 2004-2005 school year shall not be changed as a result of the above definition. Seniority date ties shall be broken alphabetically by using the first letter of the affected employee's last name and if the letter is the same using the next letter until the tie(s) is broken. Seniority shall be on a classification basis. Seniority in one (1) classification shall not count as seniority in other classifications (i.e., bus drivers, aides) unless mutually agreed to by the Administration and Association.

C. Loss of Seniority. An Employee may lose his/her seniority and may be discharged from employment for, by way of illustration rather than limitation, the following reasons:

1. Employee quits or retires.
2. Employee is discharged and the discharge is not reversed.
3. Employee is absent for three (3) consecutive working days without notifying the bus supervisor. In proper cases, exceptions may be made by the Superintendent.
4. Failure to return from sick leave or other leave of absence within three (3) consecutive working days of termination of leave, unless prior permission has been granted.
5. The Employee gives a false reason for a leave of absence or engages in other employment during such leave.
6. If a settlement with the Employee has been made for total disability.
7. If the Employee falsifies pertinent information on his/her application for employment (the falsification may come to light sometime after the Employees' date of hire or date of acquiring seniority.)
8. The Employee fails to notify his/her supervisor, in writing, before June 1<sup>st</sup> of his/her intent to return the following year.
9. The Employee leaves the bargaining unit, except when the Employee is promoted to a supervisory position. In the latter case, the Employee will retain accumulated seniority for a period of six (6) months.
10. An Employee fails to pass a random drug/alcohol test.

No loss of seniority shall occur without rudimentary due process except through voluntary resignation. An employee who voluntarily resigns for retirement purposes, as required by the Michigan Public Schools Employee Retirement System (MPERS), who is subsequently rehired by the Employer within one (1) calendar year of his/her resignation shall return to work as a non-probationary employee with zero accumulated seniority, at the salary step placement previously held and with no bid assignments assigned.

- D. Seniority List. The Administration will issue an updated draft of the seniority list by September 15<sup>th</sup> of each school year. The draft updated seniority list will be posted in the bus garage and a copy sent to the Association President and Vice-President. The draft updated seniority list will be considered to be official by all parties after ten (10) working days if no written concerns or corrections are received by the Board. If a written concern or correction is received by the Board within the ten (10) working day limit, the parties shall meet in a Special Conference to finalize the official seniority list. This provision shall not be construed to prevent the parties from mutually agreeing to correct errors in the official seniority list.

<b>ARTICLE 7</b> <b>LAYOFF AND RECALL</b>
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- A. The word "layoff" means a reduction in the work force due to a decrease of work or a budget shortfall.
- B. When a layoff takes place, Employees not entered on the seniority list shall be laid off first. Thereafter, Employees having seniority shall be laid off in the inverse order to their seniority, i.e., the last senior Employee on the seniority list being laid off first.
- C. Employees to be laid off will receive at least seven (7) calendar days notice of the layoff. The Association President and Vice-President shall receive a list from the Employer of the Employees being laid off on the same date the notices are issued to the Employees.
- D. Recall. Laid off Employees shall have preference to fill all vacancies which occur during a layoff period. When the working force is increased after layoff, Employees will be recalled according to seniority with the most senior Employee on layoff being recalled first. Notice of recall shall be sent to the Employee at his/her last known address by registered or certified mail with a return receipt requested. It is the Employee's responsibility to inform the Employer of any change in his/her address. If the Employee fails to respond to the notice of recall within fourteen (14) calendar days after notice is mailed if the notice occurs outside the work year or report for work within seven (7) calendar days from mailing of the notice of recall if the notice occurs during the work year, he/she shall be considered to have quit. In proper cases, extensions may be granted by the Employer.

<b>ARTICLE 8 ASSIGNMENTS</b>
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A. Definitions of Assignments.

1. Route: An assignment on a designated course regularly traveled by a school bus to pick up students and take them to school, or to deliver students from school to their homes or designated bus stops.
2. Run: An assignment which is a complete trip as part of a route.
3. Extra Trip: An assignment during which students are transported from school to locations other than homes or bus stops and/or from locations other than homes or bus stops to school.
4. Bid Sport: An extra trip which is awarded for the length of a sport season (Fall, Winter or Spring) to transport students to and from away sporting events.

B. A regular bus driver may give up a currently assigned route/run effective at the beginning of the following school year by notifying the Administration in writing by May 1 of any school year. If at the beginning of the following school year, that route/run is not awarded to another regular bus driver the route/run shall be reassigned to the driver unless said driver has already been assigned a route/run through the bid process which conflicts with that route/run.

C. At least three (3) weeks prior to the opening of the school year, each Employee will be notified by mail, at their last known address of all vacant routes/runs. All bid requests shall be so designated and filed in the Superintendent's office, or given personally to the Transportation Director no later than two (2) weeks prior to the opening of school.

Approximately two (2) weeks prior to the opening of school there will be an Employee meeting. Notification of such meeting will be mailed to each driver and aide, at their last known address or by personal notification by the Administration. This meeting will be for orientation purposes, i.e., reviewing bid awards, signing extra trip lists, substitute lists and reviewing rules and regulations.

D. The Board may assign a driver to any open routes/runs which have been posted and not filled. The following criteria will be used in filling vacant routes:

1. Ability and success in handling student problems,
2. Ability and success in driving bus.

If a regular driver is assigned a route/run per this section the driver shall suffer no loss of hours paid for any route/run lost and shall be paid a hourly wage equal to one hundred ten percent (110%) of the drivers appropriate hourly wage for the first ninety (90) work days the driver drives the assigned route/run.

- E. Bus runs may be established, modified, eliminated, created or consolidated by management during the course of the school year. Prior to modification, consolidation or elimination, the bus supervisor will meet with the affected bus driver and the Association representative, if requested, to discuss the reasons for the changes. It is understood management shall have the right to create runs for the most economic and efficient operation of the District. Runs shall be an a.m./p.m. whenever possible. Kindergarten and/or other noon runs shall be considered separate runs for bid purposes.
- F. In the event an assigned run is eliminated, the Employee may bump into the position held by the most recently hired Employee by classification within five (5) days of being notified of the run elimination. The District shall notify the Employee of the run elimination at least ten (10) work days prior to the effective date of the elimination.

<b>ARTICLE 9 VACANCIES</b>
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- A. Notice. Vacancies and/or newly created positions within the bargaining unit which the Employer intends to fill will be posted in the bus office five (5) working days prior to permanent assignment, it is understood that a temporary assignment will be made during posting time. All non-probationary bargaining unit Employees may bid on vacant positions including special education positions. Where a vacancy exists for thirty (30) working days or more without being posted or permanently filled, the bus supervisor shall discuss the reasons for failure to post or permanently fill the position with the Association President upon request.

- B. Selection and Promotions. Selection will be made according to classification seniority within the classification vacated and once awarded the Employee must remain on the runs the remainder of the school year. First consideration for a vacant position goes to qualified non-probationary bargaining unit members. If a position remains vacant after the bidding process, the Employer may assign a probationary employee or a qualified employee from a different classification to a vacant position.

Transfers within the bargaining unit shall be made on the basis of seniority and ability. If an Employee is denied a transfer based upon the employee's alleged lack of ability, the Employer shall provide written notification to the employee stating reasons for denying the transfer request within five (5) working days of the denial. The selected Employee will be put on the job within five (5) working days after he/she has been selected provided the position is vacant. In the event the senior applicant is denied the position, reasons for denial shall be given, in writing, to such Employees and the Association President and Vice-President. The matter may then become a proper matter for the grievance procedure at the second step.

In situations where an Employee is required to work in a higher classification for the purpose of covering for an Employee who is on a long-term illness, accident, leave of absence or vacation, such Employee shall be paid at the higher rate from the first day of such service.

- C. Summer Positions. Summer positions of one (1) week or longer shall be put up for bid five (5) working days prior to the last day of the school year and will be awarded by classification seniority. It is understood that Employees bidding on summer runs must be available for fulfilling the duty throughout the duration of the position. Special education drivers and aides shall have the first option to take special education runs. If the special education drivers and aides do not want the summer special education runs, it would then be filled by the bidding process. Substitutes for summer runs will be assigned in the following manner:

1. Substitutes for special education runs shall be taken from the rotation list by classification seniority. Preference shall be given to special education bargaining unit Employees, then to non-special education bargaining unit Employees, then to non-bargaining unit Employees.
2. Substitutes for other summer runs shall be taken from a rotation list by classification seniority of all interested bus drivers.

3. Employees who wish to substitute on summer runs must notify the transportation supervisor of their willingness to do so at least five (5) working days prior to the last day of the school year.

<b>ARTICLE 10</b> <b>GRIEVANCE PROCEDURE</b>
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- A. A claim by an Employee of the Association that there has been a violation of the express terms of this Agreement may be processed as a grievance as provided in this Agreement.
  1. Reasonable effort shall be made to adjust grievances in an amicable manner.
  2. The primary purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the complaints or grievances of Employees. Both parties agree that these proceedings shall be kept as informal and confidential to the extent permitted by law.
  3. Time limits specified in the grievance procedure must be strictly adhered to and may be extended only by mutual consent of the parties in writing. In the event the Association fails to properly process a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Employer's last answer. In the event the Employer shall fail to supply the Association with its answer to a particular step within the specified time limits, the grievance shall be automatically advanced to the next step.
  4. It shall be the practice of all parties to process grievance procedures during such time as not to interfere with the execution of regular work assignments.
- B. Definitions.
  1. A "grievance" shall be defined as an alleged violation of the express terms and conditions of this contract.
  2. The term "days" as used in this Agreement shall mean work days.
- C. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:



1. Actions taken by the Employer with respect to probationary Employees including, but not limited to, discipline up to and including discharge.
  2. Any matter involving Employee evaluation.
  3. Any matter for which there is recourse under state or federal law.
- D. A written grievance shall comply with the following requirements at all levels of the grievance procedure except as otherwise noted.
1. The grievance shall identify the allegedly aggrieved individual Employee(s) and shall be signed by the grievant(s).
  2. The grievance shall be specific.
  3. The grievance shall contain a synopsis of the facts giving rise to the alleged violation.
  4. The grievance shall specifically cite all sections and subsections of this Agreement alleged to have been violated and shall explicitly state how the aggrieved action is violative of such provisions.
  5. The grievance shall contain the date(s) of the alleged violation(s).
  6. The grievance shall specify the relief requested.

Any written grievance not in compliance with the above requirements will be rejected as improper. Such a rejection shall not extend the time limitations set forth in this grievance procedure. The time limits in the grievance procedure, unless otherwise shortened or extended by mutual written agreement, shall be strictly observed and shall be controlling.

E. Additional Procedures.

1. In the event a grievance is filed after May 15<sup>th</sup> of any year and strict adherence to time limits may result in a hardship to any party, the Employer shall use its best efforts to process the grievance prior to the end of the school year or as soon thereafter as possible.

2. Notwithstanding the expiration of this Agreement, any claim or grievance arising under this Agreement with regard to an action or event occurring prior to said expiration may be processed through the grievance procedure until resolution. No actions or events occurring after expiration of this Agreement may be the basis of a grievance under this Article or this Agreement.
3. All time limits specified in this Article shall be computed in terms of "work days" which shall be defined as days when the School District administrative offices are open and regularly scheduled for business.
4. When the grievance procedure is commenced at Level Two, pursuant to Article 14, Section E, the grievance shall be filed in writing within fifteen (15) working days of the time the alleged violation occurred or within fifteen (15) working days of the time the Employee or the Association knew or should reasonably have known of the alleged violation.

F. Level One.

In the event that an Employee actually affected by any action or decision by the Employer believes that action or decision constitutes the basis for a grievance, the Employee shall first discuss the alleged grievance with his/her transportation supervisor in an attempt to resolve the grievance. In the event the Employee desires that his/her Association representative be present during this discussion, the Employee shall arrange for Association representation. The Employee shall request such a discussion within fifteen (15) working days of the time the Employee or Association should reasonably have known of the alleged violation.

G. Level Two.

If, after the informal discussion with the transportation supervisor, the Employee and the Association are not satisfied with the disposition of the grievance at Level One, the grievant may invoke the formal grievance procedure by filing a formal written grievance on a grievance form signed by both the grievant and an authorized representative of the Association. The grievance form shall be available to Employees from the Association's officers or representatives. The grievance form shall be filed with the Superintendent not later than fifteen (15) work days after the informal discussion of Level One.

Within fifteen (15) working days of receipt of the grievance, the Superintendent shall meet with the Association and the Employee in an effort to resolve the grievance. The Superintendent shall issue a written disposition of the grievance within fifteen (15) work days of such meeting and shall furnish a copy of that disposition to the Employee and to the Association.

H. Level Three.

In the event a grievance is not satisfactorily resolved at Level Two, the grievance may be submitted to mediation by the grievant and by the Association under the rules of the Michigan Employment Relations Commission within sixty (60) calendar days of the Level Two response.

I. Level Four.

If the grievance is not satisfactorily resolved at Level Three, a meeting with the Superintendent, the Board of Education, the grievant and the Union representative will be held within sixty (60) calendar days of the appeal at Level Four. The request for such a meeting must be received from the grievant and the Union by the Superintendent within five (5) working days of receipt of the written disposition at Level Three. Within seven (7) working days of its meeting to resolve the grievance, the Board of Education shall issue its disposition of the grievance in writing and shall furnish a copy of the disposition to the grievant and to the Union.

<b>ARTICLE 11</b> <b>CONTINUITY OF OPERATIONS</b>
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The Board, the Association and its members recognize that their primary responsibility is to the students of the District and declare that their mutual objective is to provide those students with a proper education. To this end, it is agreed that, during the life of the Agreement, they will not permit, cause or encourage any interruption, disturbance or interference with the continuous education of such students by strike, sanction, concerted activity or otherwise and that any difference of opinion or dispute which there may be between or among themselves will be resolved by the methods provided herein and not allowed to affect in any way the education afforded the students of the Pennfield Schools.

<b>ARTICLE 12</b> <b>LEAVE OF ABSENCE</b>
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A. Unpaid Leaves of Absence.

1. Unpaid leaves of absence, upon written request to the Superintendent or his/her designee, for up to one (1) calendar year may be granted to Employees without loss of seniority for good cause. Such leave may be canceled if the Employee is employed during the leave unless the Employee has received prior approval from the Superintendent of Schools. To be eligible for an unpaid leave of absence, the Employee must have been employed by the Board for at least one (1) year as a regular Employee. Unpaid leave of absence does not count toward salary step movement.
2. An Employee granted an unpaid leave of absence by the Board will be given his/her previously held bus routes/runs upon his/her return if they exist or an equivalent assignment if they do not exist. This is not to imply that the vehicle will be the same nor the length of the routes/runs will be the same.
3. An Employee is required to notify his/her appropriate supervisor in writing at least five (5) working days preceding the expiration date of a leave indicating his/her desire to return, request an extension or resignation. An Employee must make application for reinstatement within the time limit specified and if the Employee does not provide such notice, he/she shall be deemed to have terminated his/her employment with the District unless an exception to this rule has been made by the Superintendent.
4. The notice of intent to return to duty after major illness or disability shall be accompanied by a written statement from a physician certifying the fitness of the Employee to fulfill the responsibilities and duties of his/her assignment.
5. Family and Medical Leave Act of 1993. It is understood that the Family and Medical Leave Act of 1993 does not abrogate the rights of the parties under this Collective Bargaining Agreement. Where additional benefits are extended by the Act to the Employees, those additional benefits will be honored by the District. Where certain

Employer rights are also granted in connection with those additional benefits, the District shall be free to exercise those rights. To the extent that leaves of absences are granted under this contract, whether paid or unpaid, it is the intent of the parties that the rights granted hereunder will serve to satisfy the requirements of the Family and Medical Leave Act provisions to the extent applicable by law. All applications for Family and Medical Leave Act leaves will comply with Board policy.

B. Paid Leaves of Absence.

1. Jury Duty. A bargaining unit Employee whose jury service prevents him/her from reporting to work will be paid the difference between his/her pay for jury duty and his/her regular pay.
2. If an Employee within the bargaining unit is subpoenaed to testify on behalf of the School District in an employment related case, he/she shall be paid his/her regular daily rate of pay.
3. Leave. Each contract year a regularly employed Employee is eligible to receive paid leave equivalent to the number of regularly assigned work hours in two (2) of the Employee's work days. An Employee's workday is defined as the number of regular work hours assigned to that Employee. Requests must be made to the Employee's immediate supervisor in writing on the appropriate leave form at least forty-eight (48) hours in advance of the date requested, unless an illness or injury exists which prevents giving the required written notice. Leave days are not intended to be vacation days but are to be used for the purpose of illness and/or business that cannot be done if the employee is working. Leave days may be granted for events which cannot reasonably be scheduled outside regular work hours. Leave days may not be taken on the day immediately before or after a holiday or student break period unless approved on an unpaid basis by the Supervisor and Superintendent.

Use of this paid leave shall not be construed to relieve an Employee of the responsibility to comply with the Employer's required procedures concerning notification of absence from work.

The use of this paid leave, which is not authorized in advance, shall not insulate an Employee from disciplinary action.

4. Each Employee and probationary employee shall have three (3) paid bereavement days for death in the immediate family only: spouse, parents, parents-in-law, siblings, children (adopted, step and natural), grandparents, siblings-in-law, and/or others living in the driver's household for whom the driver is responsible.

Requests for use of this paid leave may be denied if the absence of the Employee would unreasonably interfere with the services to be performed. One example of unreasonable interference with the services to be performed would be that there are no subs available on the date of the requested leave.

<b>ARTICLE 13</b> <b>DISCHARGE AND DISCIPLINE</b>
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- A. The Association recognizes that it is the duty of the Employee to perform his/her work in a satisfactory manner in accordance with the laws, the directives of his/her supervisor, and in accordance with good judgment, common sense and ever mindful to the well being of the students of the School District. The Board recognizes that discipline and/or discharge from employment for non-probationary Employees shall be given only for just cause.
- B. Major infractions such as, but not necessarily limited to, theft, assaults, reporting to work under the influence of alcohol, narcotics or drugs, failure to pass a random drug/alcohol test, loss of necessary licenses, poor driving record, will subject the Employee to discharge provided that the Employee has received written notification of the charges against that Employee and has been afforded an opportunity to be heard prior to the assessment of discipline.
- C. If an Employee is to be disciplined by the Board, he/she shall have a right to request the presence of the designated Association representative at the disciplinary conference. The Employee shall also have the right not to have the Association representative present at a disciplinary conference. The imposition of discipline may not be unreasonably delayed for the presence of an Association representative. Verbal reprimands may be imposed immediately by management but the Employee may request a follow-up conference at a later time to discuss the matter with an Association representative present.

It is understood that discipline should be imposed in private between the supervisor, the Employee and Association representative if requested. Directives may occur as needed; however, discipline shall occur in the supervisor's office or out of the presence of other Employees. All discipline shall remain confidential to the extent permitted by law. The parties recognize that the Michigan Supreme Court has held that school Employee disciplinary records contained in an Employee's personnel file are subject to disclosure under the Freedom of Information Act unless one (1) or more of the exemptions in Section 13 of that Act apply to exempt disclosure of such information.

- D. Discharge and discipline may be processed through the grievance procedure commencing with the second step.
- E. Any Employee given discharge or disciplinary action shall receive a written notice thereof which shall state the nature of the offense and the action taken with a copy sent to the Association President and Vice-President.

<b>ARTICLE 14</b> <b>MISCELLANEOUS PROVISIONS</b>
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- A. Rules and regulations, local and state, will be available to Employees in the transportation office.
- B. Extra Trips
  - 1. Extra trips requests will be posted in the transportation office by 12:01 p.m. on Wednesday, for the following week. Drivers must sign trip slips by 4:30 p.m. on the next day, Thursday. Trips will be assigned by 12:01 p.m. on the next day, Friday. When school closing occurs, the posting shall be moved accordingly (i.e., Thursday and Friday of Thanksgiving) extra trips will be posted by 12:01 p.m. on Monday and slips signed by 4:30 p.m. on Tuesday and assigned by 12:01 p.m. on Wednesday.
  - 2. Extra trips will be assigned from a rotation list. Drivers must sign up for the rotation list to be considered for assignment to extra trips. A driver on the rotation list who declines to sign an extra trip slip will be considered as having passed the extra trip for rotation purposes.

3. Should an assigned extra trip be canceled, the assigned driver will have the option of taking the next available unassigned trip during the school year in which the original extra trip was canceled, unless paid for the canceled extra trip per Section B.8. of this Article.
4. An extra trip that departs and returns during the same day shall be considered one (1) trip and the same driver will transport the students to and from the activity regardless of whether the driver remains at the activity or returns to the bus garage. Assignments will be made based on the rotating seniority list. Drivers will stay at the destination on extra trips except when transporting to schools in the area. School area is defined as an area constituting a twenty-five (25) mile radius of the District. However, it is recognized that sometimes drivers may not be asked to return from the destination between drop-off and pick-up even at schools in the area depending on various factors such as weather, needs of the team or activity or other circumstances as determined by the bus supervisor.
5. For extra trips that have the same destination, but do not return on the same day, the return trip shall be considered a separate extra trip and assignments for driving the return extra trip will be made based on the rotating seniority list, except where the driver remains overnight at the destination.
6. Any activity involving sports or band will be assigned to the bid driver e.g., pictures, workshops, [etc].
7. Emergency extra trips are trips that the transportation supervisor is not aware of at posting time. The assignments for these extra trips will be based on the rotating seniority list.
8. If a driver reports for work for an assigned extra trip which has been canceled without their being notified one (1) hour prior to leave time, they will be paid for three (3) hours.
9. High School band driving assignments will be bid for the school year on the basis of seniority at the pre-school general meeting. High School teams driving will be posted per season for bid. Maximum assigned extra trip bids shall be band plus one (1) sport per season.



10. Any driver on a high school sports bid sport assignment whose assignment is split (two [2] teams going the same day to a different location) shall decide before on Thursday, the day the trips came down from posting.
  11. If, on a split bid in a high school bid sports trip, the senior driver's trip is canceled the other half of the split trip shall be given to the senior driver and the driver who lost the trip shall be offered the next available trip.
  12. Where equipment is being transported in connection with a special activity, the parties recognize past practice to include drivers driving equipment vans and trucks and on occasion when economic considerations occur non-bargaining unit members also drive equipment vans and trucks.
  13. All drivers will be admitted to activities for which they drive either by tickets, pass or will be reimbursed in cash when necessary.
  14. All High School bids in sports (i.e., freshman, junior varsity, and varsity) will all be separate bids with the understanding that the senior driver takes the extra trip if they go to the same place.
  15. Overnight trips will be paid from the time of departure until the bus is parked for the evening.
- C. Substituting on Regular and Noon Runs. Regular drivers who wish to sub on regular and noon runs must inform in writing the transportation supervisor of their desire to do so. The regular/noon run sub list will be used to award the runs on a seniority rotating basis. Exceptions may be made to the foregoing in cases of emergency.
- D. Student Problems. Employees will be notified of students with special medical conditions or behavior issues which impact their ability to appropriately ride a school bus.
- E. Transferred Students. If the transportation Supervisor learns that students are no longer attending Pennfield Schools, Employees will be notified of this fact.

F. Meetings.

1. Conference Committee. Meetings between the Association and Board will be held between September and June of each school year of this contract as needed. A written agenda of the meeting will be prepared at least 48 hours in advance of the meeting.
2. Mandatory Meetings.
  - a. Necessary meetings between the transportation supervisor and the bargaining unit Employees may be held for operational purposes.
  - b. The Superintendent may hold meetings after scheduled work hours which would include the transportation supervisor and bargaining unit Employees. These meetings will be kept to a minimum.
  - c. Emergency meetings may be called at the request of the Superintendent.
  - d. Participants required to attend mandatory meetings called by management shall be paid a minimum of one-half ( $\frac{1}{2}$ ) hour extra trip pay if the meeting is scheduled immediately before or after the driver's scheduled runs. In all other circumstances where mandatory meetings are called by management, participating drivers shall be paid a minimum of two (2) hours extra trip pay or the length of the meeting, whichever is longer.

G. All Employees must meet the state and federal requirements applicable to their job classification. The Board will pay for the following:

1. Cost of license and/or renewal.
2. Cost of road test where:
  - a. Required by Employer and/or the state;
  - b. One (1) time for a new Employee.
3. Cost of schooling, actual class time, and fees when required by the Employer. The Board will not pay for retesting or time necessary to take retests.

4. Physical examinations (maximum allowed equal to Board physician).
5. Extensions for failure of written exams will not be permitted.
6. Any inoculations, shots (including Hepatitis B for special education drivers and aides) or tests including drug tests required by law or the Board of Education. The Board will also pay for transportation to the site necessary for shots, tests or inoculations if not offered at the school.

<p><b>ARTICLE 15</b> <b>BENEFITS</b></p>
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- A. Vacation Days. Regular Employees who have been employed for a minimum of one hundred eighty (180) working days prior to the 1<sup>st</sup> day of December break will receive five (5) times the daily rate of pay for that driver at December Break.
- B. A meal allowance will be paid at the rate of \$7.00 for trips of a five (5) hour minimum. On trips extending seven (7) hours, \$15.00 will be allowed. Receipts are to be presented for payment to be allowed. In the event the group being transported eats a meal, the bus driver will also be provided a meal.

Other Reimbursable Necessary Travel Expenses.

Parking Fees ..... actual expense (receipts required)  
Hotel/Lodging ..... actual expense (receipts required)  
Tolls ..... actual expense (receipts required)

- C. When a driver gives up their run to take an extra trip or any regular daily run, that driver shall be paid one-half (½) of the rate of the run given up. In cases of emergency when there is no sub driver available to take the driver's regular run the driver shall be paid as if they had driven the extra trip.

- E. Holidays. Regular Employees shall receive pay for the following holidays, provided, they work the scheduled day before or after the holiday:
- (1) Thanksgiving
  - (2) Day after Thanksgiving
  - (3) Memorial Day
  - (4) Labor Day will be considered a paid holiday provided the employee works on the first workday of the school year.
  - (5) Good Friday
  - (6) July 4<sup>th</sup> - provided the summer Employee works the day before or the day after.
- F. Medical Insurance. Employees may, at their expense, purchase medical insurance through the Employer, if available. The Employer will provide payroll deduction for the premiums upon proper authorization by the Employee.
- G. Vision Allowance. The Board shall reimburse a driver for expenses which result directly from the driver obtaining corrective eye glasses, eye exams or other vision medical services. This reimbursement shall not exceed \$250.00 every two fiscal years (July 1<sup>st</sup> through June 30<sup>th</sup>). Proper receipts must be submitted to the business office.
- H. Uniforms. Annually the Board shall provide articles of clothing identifying the wearer as an employee of Pennfield Schools, such as shirts, to the employees. The Board shall decide the type and number of articles of clothing provided. The articles of clothing must be worn when transporting students to out-of-District locations.

**ARTICLE 16**  
**DURATION OF AGREEMENT**

This Agreement shall become effective as of the \_\_\_\_\_ day of September 2007, and the terms and provisions shall remain effective through the 30<sup>th</sup> day of June, 2010.

PENNFIELD SCHOOLS  
BOARD OF EDUCATION

PENNFIELD TRANSPORTATION  
ASSOCIATION, MEA/NEA

By \_\_\_\_\_  
Its: President

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its: Vice President

By \_\_\_\_\_  
Its Uniserv Director

By \_\_\_\_\_  
Its: Secretary

By \_\_\_\_\_

By \_\_\_\_\_  
Its: Treasurer

By \_\_\_\_\_

**APPENDIX A-Salary Schedule**

<b>1. 2007-2008 SALARY SCHEDULE - TRANSPORTATION UNIT</b> (One percent [1%] base rate increase effective July 1, 2007 plus \$350 off schedule payment. Eligible employees must work from the commencement of the school year through its end and work not less than 160 work days.)	
REGULAR RUNS	<b><u>2007-2008</u></b>
0-2 Year	\$12.74
3-6 Years	\$12.97
7 Years and above – Drivers who are currently on or will reach the 5 Years and above salary step during the 2005-2006 fiscal year shall be moved to the 7 Years and above salary step.	\$13.52
EXTRA TRIPS	\$12.87
BUS AIDES	
0-1 Year	\$12.04
2 Years and above	\$12.64

<b>2. 2008-2009 SALARY SCHEDULE - TRANSPORTATION UNIT</b> (One percent [1%] base rate increase effective July 1, 2008 plus \$375 off schedule payment. Eligible employees must work from the commencement of the school year through its end and work not less than 160 work days.)	
REGULAR RUNS	<b><u>2008-2009</u></b>
0-2 Year	\$12.87
3-6 Years	\$13.10
7 Years and above	\$13.66
EXTRA TRIPS	\$13.00
BUS AIDES	
0-1 Year	\$12.17
2 Years and above	\$12.77

<b>3. 2009-2010 SALARY SCHEDULE - TRANSPORTATION UNIT</b>	
(One percent [1%] base rate increase effective July 1, 2009 plus \$400 off schedule payment. Eligible employees must work from the commencement of the school year through its end and work not less than 160 work days.)	
REGULAR RUNS	<b>2009-2010</b>
0-2 Year	\$13.00
3-6 Years	\$13.24
7 Years and above	\$13.80
EXTRA TRIPS	\$13.13
BUS AIDES	
0-1 Year	\$12.30
2 Years and above	\$12.90

All wage provisions regarding off schedule payments to sunset at expiration of contract.

Special Education Summer Drivers and Aides:

Summer special education drivers and aides may elect to be assigned additional duties by the transportation director at the completion of their run that allows them to be eligible for two (2) hours minimum pay per daily run (by working the full 120 minutes). Those drivers and aides electing to perform these assigned duties may be assigned work not normally associated with their normal transportation duties (including but not limited to custodial and grounds work).

- A. The Association will provide written notice of ratification to the Board within twenty-four (24) hours of the date that ratification occurs.
- B. Each regular and noon run shall be paid a minimum of one (1) hour which includes pre-tripping and post-tripping the bus. The time (hours and minutes) of each existing run will be determined by the transportation supervisor. The current driver will agree to the time of the run. In the event of a dispute between the bus supervisor and the driver, the time of the run will be determined again with both parties present and that time shall be assigned to the run. The time of runs shall be determined annually by the second pay period after school starts. Two (2) major changes per year of up to four (4) hours may be allowed, with approval by Supervisor.
- C. Pay for extra trips is for fifteen (15) minutes before departure time from the bus garage until return. Extra trips will be paid a minimum of one and one-half (1½) hours. Time and one-half (½) will be paid for trips over eight (8) hours.
- D. Setting Up Runs. The rate for each full-time driver to set up (includes parent call, parent notification, map development, run description) assigned bus run in the fall semester only will be as follows:

Run set up: \$50.00 minimum or \$1.00 per student per run (whichever is greater).

Map changes. Two (2) major changes per year of up to four (4) hours provided supervisory approval is received.

It is understood that the above payment to the driver includes the driver's setting up the assigned bus run in the fall and any minor adjustments that occur through the school year, but does not include other mapping or set up for new runs during the summer months which will be done by the Employer.



E. Act of God Days. Bargaining unit members shall receive their regular rate of pay for days of student instruction (as indicated on the school calendar) which are canceled because of inclement weather, fires, epidemics, mechanical breakdowns, or health conditions. For each scheduled day of student instruction which is not held because of inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities), the bargaining unit member shall be required to work on a rescheduled date determined by the Employer. The rescheduled day may be used, at the Employer's option, for either student instruction purposes or for Employee meetings and/or in-service activities. No wages shall be paid to bargaining unit members for any rescheduled days as compensation was previously paid on the canceled day when no services were required to be performed.

F. Longevity.

10 to 14 years	\$150.00
15 to 19 years	\$300.00
20+ years	\$400.00

Payment shall be made in the first full pay period following the employee's anniversary date of hire.

G. Bus drivers shall be compensated in accordance with the following schedule for attendance during the academic year.

Perfect attendance:	\$200.00 bonus
Missed 1-2 days:	\$100.00 bonus

H. If Pennfield Schools are closed and other districts serviced are in session, pay will be 1.5 hours for the run.

I. (One percent [1%] base rate increase effective July 1, 2007 plus \$350 off schedule payment. Eligible employees must work from the commencement of the school year through its end and work not less than 160 work days.)

(One percent [1%] base rate increase effective July 1, 2008 plus \$375 off schedule payment. Eligible employees must work from the commencement of the school year through its end and work not less than 160 work days.)

(One percent [1%] base rate increase effective July 1, 2009 plus \$400 off schedule payment. Eligible employees must work from the commencement of the school year through its end and work not less than 160 work days.)