

AGREEMENT

BY AND BETWEEN

EDWARDSBURG PUBLIC SCHOOLS

AND

**EDWARDSBURG TRANSPORTATION
PERSONNEL ASSOCIATION
SMEA/MEA/NEA**

2008 – 2010

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ARTICLE 1 **AGREEMENT**

This Agreement entered into this 23rd day of June, 2008, by and between the Edwardsburg Transportation Personnel Association-SMEA/MEA/NEA, hereinafter called the "Union" and Board of Education of the Edwardsburg Public Schools, hereinafter called the "Employer". In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 2 **PURPOSE**

- 2.1 **Agreement.** This Agreement is negotiated pursuant to the Public Employment Relations Act, MCL 423.201, *et seq.*, as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined. Any previously established practice, policy, rule or regulation which is in conflict with an expressed provision of this Agreement shall be superseded and replaced by this Agreement.
- 2.2 **Dispute Resolution.** The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, bargaining unit members, and the Union, and most importantly, the continuity and quality of the education provided to the students of the Edwardsburg Public Schools. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to the proper interpretation and implementation of this Agreement and, accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

ARTICLE 3 **RECOGNITION**

- 3.1 **Bargaining Unit Defined.** The Employer hereby recognizes the Edwardsburg Transportation Personnel Association-SMEA/MEA/NEA as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201, *et seq.*; MSA 17.455(1) *et seq.*, (PERA), for all full-time and regular part-time bus drivers employed by the Employer. Excluded are supervisory employees, substitutes, and all other employees.
- 3.2 **Employees.** Unless otherwise indicated, use of the term "employee" or "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.
- A. **Full-Time Employee:** A bargaining unit member employed as a bus driver whose regular daily assignment, not including extra trips or extra runs, consists of at least two (2) regularly scheduled runs per day.
- B. **Regular Part-Time Employee:** A bargaining unit member who is employed less than full-time and who is regularly assigned to a bargaining unit position on a non-substitute basis.

- C. **Probationary:** A full-time or regular part-time bargaining unit member during his/her initial ninety (90) work days of employment, provided the bargaining unit member, at hire, has successfully completed at least one full school year as a regular bus driver with any Michigan Public School District. If the bargaining unit member, at hire, has not successfully completed at least one full school year as a regular bus driver in any Michigan Public School District, then the bargaining unit member is probationary during his/her initial one hundred eighty (180) work days of employment. Days worked as a substitute do not count towards this probation period.
- D. **Substitute:** A non-bargaining unit member who is employed to fill a bargaining unit position on a per diem basis while the regular bargaining unit member is absent or while the Employer is taking steps to fill the bargaining unit position with a bargaining unit member.
- E. **School-Year Employee:** A bargaining unit member employed to work the full school year and whose employment follows the school calendar.
- F. **Full-Year Employee:** A bargaining unit member who is employed to work on a twelve (12) month basis.
- 3.3 **Employer.** The term "Employer" shall refer to the Edwardsburg Public Schools, its Board of Education and administrative and supervisory employees.

ARTICLE 4

EXTENT OF AGREEMENT

- 4.1 **Severability.** Should any provision of this Agreement be found contrary to law, upon demand by either the Union or the Employer it shall be renegotiated. The initial meeting for renegotiations shall be held no later than thirty (30) calendar days from the demand to renegotiate. However, the balance of the agreement shall remain in effect for the duration of the Agreement.
- 4.2 **Amendments.** This Agreement constitutes the entire agreement between the parties and may be amended only through a written amendment signed by both parties.
- 4.3 **Individual Agreements.** Any individual contracts between the employer and individual bargaining unit members are void and superseded and replaced by the terms of this Agreement.

ARTICLE 5

ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS

- 5.1 **Service Fees.**
- A. During the term of this Agreement all employees shall pay either the membership dues of the Union or the appropriate Representation Service Fee of the Union, not to exceed the amount of the dues uniformly required of members of the Union. The Representation Service Fee shall be a legally permissible amount determined in a legally permissible manner. The employee may pay such dues or fees directly to the

Union or authorize payment through payroll deduction, as herein provided. The Board shall deduct the respective amounts authorized for payroll deduction monthly and forward the amounts to the Treasurer of the Union.

- B. The Union shall certify to the Board at the beginning of the school year, the membership of the Union subject to deduction of membership dues and the amount of the Union dues to be deducted. The Union shall also certify to the Board as soon as the amount is known, the amount of Representation Service Fees to be deducted. These amounts so certified and deducted shall be forwarded to the Union, provided that if an employee objects to the appropriate amount of the Representation Service Fee, the amount of the deduction contested shall be placed in an escrow account or otherwise handled as may be required by law, until a determination of the appropriate amount of the deduction has been made through proper procedures. An employee contesting the appropriate amount of the Representation Service Fee to be deducted, must exhaust the internal administrative procedures of the Union.

The remedies of such procedures shall be exclusive, and unless and until such procedures, including an administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

- C. Due to certain requirements established in recent court decisions, the parties acknowledge 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. 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 Union's notification to non-members of the fee for that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.
- D. In the event that an employee does not pay such Representation Service Fee directly to the Union, or authorize payment through payroll deduction, the employer shall, upon completion of the procedures contained herein, pursuant to MCL 408.477 and at the request of the Union, deduct the Representation Service Fee from the employee's wages and remit same to the Union.
- E. The Union in all cases of mandatory fee deduction pursuant to MCL 408.477, shall notify the employee 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 employee that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the employee fails to remit the service fee or authorize deduction for same, the Union may request the Board to make the deduction. The Board upon receipt of the request for involuntary deduction shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Union or authorized payroll deduction for same.

- F. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Union will be notified by the employer of the names of such employees following the end of each month in which the termination took place. The Board agrees to advise the Union in writing of all additions, deletions, or change in status of members of the bargaining unit.
- G. Upon signed authorization of the employee, the employer agrees to deduct from the wages of the employee and make appropriate remittance for any programs jointly approved by the Union and the Board. The Board agrees that it will payroll deduct properly authorized contributions to MEA and NEA PAC provided that the contributions can be deducted in equal amounts monthly.
- H. The Union shall hold the Edwardsburg Public Schools, its Board of Education, individual Board members, administrative employees and agent(s) harmless for any and all claims, demands, suits or other forms of liability by reason of action taken or not taken by the Board or its designated agent(s) for the purpose of complying with the provisions of the agency shop agreement herein contained. It is understood that the Union shall have the right to compromise claims which may arise under the hold harmless clause.

Should indemnification provisions set forth above be declared unenforceable or void by a court of competent jurisdiction, or should the Union or its agent challenge the validity or enforceability of the indemnification provisions, the Board shall not be required to make deductions of any Representation Service Fees not authorized in writing by the employee or otherwise enforce the Representation Service Fee provisions of the Article.

ARTICLE 6

UNION RIGHTS

- 6.1 **Information.** In response to reasonable requests, the Employer agrees to furnish to the Union existing information needed by the Union to prepare for grievances and negotiations. This provision shall not be construed to require the Employer to create a document or compile and/or summarize information.
- 6.2 **Use of Facilities.** The Union and its representatives shall have the right to conduct Union business on the Employer's property at times which do not interfere with or interrupt normal operations or the employees' duty time. Use shall be requested in accordance with the Employer's policies and guidelines. The Union shall pay any association costs.
- 6.3 **Posting.** The union shall have the right to post notices of activities and matters of Union concern at designated bulletin boards in each building or facility to which employees may be assigned. This includes the use of driver mail boxes in the bus garage.

- 6.4 **Union Leave.** The Union shall have five (5) days annually at the Union's expense. Except for good cause, the Union shall access this time by written notice to the Employer by the Union President at least five (5) work days prior to the date the leave will be taken. One (1) employee will be approved to be absent on a given date for Union leave. Upon timely request that a second employee also be allowed to be absent on the same date, a second employee will be approved to be absent provided a substitute is available.
- 6.5 **Special Conferences.** Special conferences for important matters of mutual concern may be arranged at the request of either party.

ARTICLE 7

EMPLOYER RIGHTS

- 7.1 **Rights and Powers.** Nothing contained herein shall be considered to deny or restrict the Board of its rights and authority under the Michigan General School Laws or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.

Such rights shall include, by way of illustration and not by way of limitation, the right to:

- A. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
- B. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.
- C. Determine, establish and change bus routes.
- D. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force, and to lay off employees, but not in conflict with the provisions of this Agreement.
- E. Require medical certification of fitness.
- F. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights of employees as specifically provided for in this Agreement.
- G. To utilize volunteers, to utilize non-bargaining unit employees to transport students in vehicles other than buses, to contract for transportation of special education students and to contract for transportation of students for overnight trips and trips involving significant distances.

- H. To the executive management and administrative control of the school system, and its properties, and facilities.
- I. To adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees.
- J. To determine job content.
- K. To provide comp time in lieu of overtime pay with the agreement of the affected employee.

7.2 **Limits on Rights.** The exercise of the foregoing powers, rights, authority, duties and responsibilities by 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.

7.3 **Accommodation of Disabilities.** Notwithstanding any provision of this Agreement, the Employer shall be entitled to take any steps deemed necessary by the Employer in order to accommodate an employee's disability and comply with state and federal laws prohibiting discrimination on the basis of disability, such as the Americans with Disabilities Act (ADA).

ARTICLE 8

BARGAINING UNIT MEMBER RIGHTS & PROTECTIONS

8.1 **Non-discrimination.** The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their place of residence. However, it is recognized that in the event the Employer in the exercise of its management rights and discretion permits employees to take vehicles owned by the Employer to the employee's place of residence, the Employer may discriminate on the basis of the location of the residence.

8.2 **Discipline and Discharge.** No bargaining unit member shall be disciplined without just cause. The term "discipline" means warnings, reprimands, disciplinary suspensions, discharges, and reduction in rank or compensation for disciplinary purposes. This section shall not apply to discharge of probationary bargaining unit members, investigatory suspensions with pay and disputes regarding performance evaluation content. In the event disciplinary action is in written form, the specific grounds for the disciplinary action will be presented in writing to the bargaining unit member at the time discipline is imposed.

8.3 **Response to Discipline.** Any bargaining unit member who wishes to take exception to a written disciplinary action may respond in writing and shall present a copy of the written response to his/her director. Such response shall be placed in the bargaining unit member's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board. Unless written disciplinary action is the subject of a timely

grievance, the failure of a bargaining unit member to respond in writing within ten (10) working days of receipt of written disciplinary action shall be construed to mean that the bargaining unit member agrees with and accepts the discipline. A bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure.

- 8.4 **Representation.** Upon the request of a bargaining unit member, he/she shall be entitled to have present a representative of the Union during any investigatory meeting or interview which will or may lead to disciplinary action by the Employer.
- 8.5 **Cause for Dismissal.** Cause which shall be deemed sufficient for dismissal include, but are not limited to, the following:
- A. Theft from the Employer, students, or fellow employees.
 - B. Commitment or conviction of any criminal act which impacts the employee's ability to function effectively as an employee of the employer.
 - C. Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicants of any kind in any degree whatsoever or conviction of a driving offense related to alcohol while on or off duty. (The term intoxicants shall include controlled substances).
 - D. Accumulation of more than six (6) points.
 - E. Malicious destruction of Employer property.
 - F. Injurious or dangerous pranks.
 - G. Insubordination.
 - H. Disregard of safety rules.
 - I. Other major offenses.
- 8.6 **Personnel Files.** An employee will have the right to review the content of his/her personnel files with the exception of documents the Employer may refuse to disclose under law, and to have a Union representative accompany him/her in such review. If a complaint regarding the employee is placed in the file, the complaint shall first be called to the employee's attention. In accordance with law, an employee may submit a written reply to any document in his/her personnel file.
- 8.7 The Employer acknowledges the concept of progressive discipline. The Union acknowledges that discipline need not be progressive in nature so long as the punishment is appropriate for the offense.

ARTICLE 9
GRIEVANCE PROCEDURE

9.1 **Definition.** A claim by an employee or the Union that there has been a violation of the express terms of this Agreement may be processed as a grievance as hereinafter provided.

9.2 **General Procedures.**

- A. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- B. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder 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.

C. Written grievances shall comply with the following requirements at all levels of the grievance procedure.

- 1. It shall be signed by the individual employee grievant (or grievants) and the authorized Union representative.
- 2. It shall be specific.
- 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
- 4. It shall specifically cite all sections or subsections of this contract alleged to have been violated.
- 5. It shall contain the date of the alleged violation.
- 6. It shall specify the relief requested.

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

D. All time limits described in this Article shall be computed in terms of "work days" which shall be defined for purposes of this article as days when the employee is scheduled to work except during the summer months between academic years the term "work day" shall be defined as days when the school district central administrative office is open and regularly scheduled for business.

E. The cost of any arbitration fees of the arbitrator and AAA shall be shared equally.

9.3 Hearing Levels.

- A. Level 1. In the event that an employee or the Union is affected by any action or decision of either administration or the Board and believes the action or decision constitutes the basis for a grievance, he/she shall first discuss the alleged grievance with the transportation director, either personally or accompanied by his Union representative. The employee or the Union must request such a discussion within five (5) days of the time the alleged violation first occurred or within five (5) days of the time the employee or Union should reasonably have known of the ostensible violation. The transportation director shall schedule the meeting within five (5) days of the request. The transportation supervisor shall issue his/her disposition within five (5) days following the meeting.
- B. Level 2. If, after the response of the transportation director either the employee or the Union is unsatisfied with the disposition of the grievance at Level 1, they may invoke the formal grievance procedure by filing a formal written grievance on a grievance form signed by the grievant and/or an authorized representative of the Union, which form shall be available to employees from the Union representative. The grievance form shall be filed with the administrative assistant not later than five (5) days after the Level 1 disposition.

Within five (5) days of receipt of the grievance, the administrative assistant shall meet with the Union and the employee in an effort to resolve the grievance. The administrative assistant shall issue his disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Union.

- C. Level 3. If either the employee or the Union are not satisfied with the Level 2 disposition of the grievance and if either authorize in writing an appeal of the grievance disposition, or if no disposition has been made within five (5) days of such meeting (or ten (10) days from the date of Level 2 filing, whichever shall be later), the grievance may be filed by the employee and/or the Union with the Superintendent or his designee within five (5) days of receipt of the Level 2 disposition.

Within ten (10) days of receipt of the duly authorized appeal to Level 3, the Superintendent or his designee shall meet with the Union and the employee on the grievance and shall issue his disposition of the grievance in writing within ten (10) days of such meeting and shall furnish a copy thereof to the Union.

- D. Level 4. If either the employee or the Union is not satisfied with the Level 3 disposition of the grievance by the Superintendent or his designee and if either authorized in writing an appeal to the grievance disposition, or if no disposition has been made within ten (10) days of such meeting (or twenty (20) days from the date of the Level 3 filing, whichever shall be later), the grievance may be filed by either the employee and/or the Union with the Board by filing a written copy thereof with the Secretary or other designee of the Board within five (5) days of receipt of the Level 3 disposition or, if no disposition was made, within five (5) days of the date the

disposition was due. The Board, no later than its next regular meeting, or three calendar weeks, whichever shall be later, shall meet with the Union on the grievance. Disposition of the grievance in writing by the Board shall be made no later than ten (10) days thereafter. The Board shall have the right to refer the grievance to a Board Committee for disposition. A copy of such disposition shall be furnished to the Union.

- E. **Level 5.** If the Union is not satisfied with the Board's disposition of the grievance at Level 4, or if the Board does not render a disposition, it may appeal to arbitration by filing a demand for arbitration with the American Arbitration Association (AAA) within ten (10) days of the Level 4 disposition or the date the Level 4 disposition was due. The arbitration shall be conducted in accordance with AAA rules and procedures. Only the Union, not an individual employee, may process a grievance to arbitration.

9.4 **Exclusions From the Grievance Procedure.** The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- A. The discipline or termination of the employment of a probationary employee.
- B. Any matter for which there is recourse under the state or federal law.

9.5 **Limitations Upon the Powers of the Arbitrator.** The powers of the arbitrator are subject to the following limitations:

- A. The arbitrator shall not allow either party to raise a new defense or ground which was not previously raised or disclosed.
- B. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- C. The arbitrator shall have no power to decide any question which is within the responsibility of management to decide. In rendering decisions, the arbitrator shall give due regard to the responsibility of management and shall so construe this agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this agreement.
- D. The arbitrator shall have no power to interpret state or federal law, except as may be necessary to determine whether a dispute is arbitrable.
- E. The arbitrator shall have no power to award interest or punitive damages.
- F. The arbitrator shall not have power to consider more than one grievance, except upon express written mutual consent of the Board and Union.
- G. The arbitrator shall have no power to consider a grievance concerning the content of an employee's evaluation.

ARTICLE 10
SCHOOL CLOSURE/DISMISSAL

- 10.1 **School Closing.** In the event that due to inclement weather or other acts of God, bus drivers are instructed by their immediate supervisor not to report for work, they shall be paid for the hours normally worked, not to exceed two (2) days per year. Employees shall not be paid for any day under this policy that students are required to make up at another time during the year. It is understood that no employee shall receive double pay for hours actually worked.

ARTICLE 11
SUBCONTRACTING

- 11.1 **Right to Subcontract.** The Employer shall have the right to subcontract bargaining unit work without prior negotiation with the union. This section shall be null and void in the event state law is changed so that subcontracting of non-instructional services is no longer a prohibited subject of bargaining.

ARTICLE 12
NEGOTIATIONS PROCEDURE

- 12.1 **Contract Maintenance.** Representatives of the Employer and Union will meet periodically at mutually agreed upon times for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
- 12.2 **Agreement.** There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one (1) by the Union. Copies of this Agreement shall be printed at the expense of the Employer within sixty (60) days after it is executed and presented to all bargaining unit members and given to new employees at the time of hire.
- 12.3 **Negotiations Release Time.** Negotiations shall be conducted at such times that are mutually agreed upon by the Employer and Union. The Employer shall have the right to refuse to conduct negotiations during regular work hours. When negotiations are conducted during regular work hours, released time shall be provided for the Union's representatives, provided that the Employer and Union can agree upon the number of Union representatives.

ARTICLE 13
WORK ASSIGNMENTS

- 13.1 **Work Year.** The work year for all bus drivers shall consist of the academic year, excluding vacation periods when students are not in attendance. The work year may be extended for drivers who are employed for summer school runs.

- 3.2 **Assignment of Runs.** The Employer shall conduct a run selection meeting prior to the beginning of the school year. Bus drivers shall be provided with advance notice of the time and location of the meeting. At the run selection meeting, all known runs for the semester shall be posted and the posted information shall include the run time as determined by the Employer. Kindergarten (noon runs), vocational and special education runs shall be posted as separate runs, unless the Employer determines it can be combined with a regular run. Bus drivers shall select their runs at the run selection meeting on the basis of their seniority as bus drivers.
- 13.3 **Assignment of Summer Runs.** All runs available during the summer (except year long runs) shall be posted and awarded to the most senior driver applicant.
- 13.4 **Assignment of Runs During School Year.** Should any run become available during the school year, it shall be posted and awarded to the most senior driver applicant. However, it is understood that after a driver selects runs at the run selection meeting referred to in Section 13.2, the driver will not be permitted to transfer to runs which will become available under this provision more than once each semester. Further in the event a run becomes available and is posted, and existing runs are vacated as a result of an existing driver bidding upon and being transferred to the run, the Employer shall not be obligated to post more than two (2) vacated runs or allow more than two (2) drivers to transfer through bidding on vacated runs. Except, that the bidding procedure would continue if a probationary employee would capture more hours than a seniority employee. Vacated runs by the same driver will be posted and awarded as a package only.
- 13.5 **Maximum Hours.** A driver shall be allowed to accumulate as many hours per day, not to exceed 40 hours per week unless the Transportation Director approves overtime or compensation time.
- 13.6 **Run Time.** The employer shall determine the length of time for each run. Each regular route shall be allowed a maximum number of hours per day. This will include credit for cleaning and fueling the bus and providing a safety check on the bus.
- 13.7 **Adjustments in Run Time.** An adjustment in run time for a run may be requested by the bus driver by submitting an adjustment request to the Transportation Director after the **second Friday after Labor Day and no later than the fourth Friday after Labor Day.** In making the determination whether an adjustment in run time is appropriate, the transportation director or his/her designee will either ride with the driver or drive the run one or more times stopping at all stops. The determination of the transportation director will be made within ten (10) work days of the submission of the request. Any adjustment in run time will result in a pay adjustment retroactive to the beginning of the school year. If a new route is established or an existing route is changed, an adjustment in run time may be requested within three (3) weeks of the change or start of the new route. Adjustments in run time will result in a pay adjustment retroactive to the date of the change or start of the new route. The transportation director's determination regarding an adjustment in run time will be final and not subject to the grievance procedure.

- 13.8 **Pay for Additional Run Time.** If a driver is detained while on his/her route in excess of fifteen (15) minutes beyond the established run time due to problems other than driver error, the driver shall be paid the additional time at his/her regular rate of pay.

Drivers will be paid sixty dollars (\$60.00) in the last pay of the school year for time spent doing maps, seating charts and discipline slips (prorated if less than a full year).

- 13.9 **Minimum Call-In Pay.** There will be a minimum one hour call-in time paid for any driver called to work prior to cancellation. This shall not apply when the driver's residence is called at least thirty (30) minutes prior to the starting time of his/her initial run.

- 13.10 **Substitute Runs.** If a driver is asked to substitute on a route instead of driving his/her regular route or assigned trip, the driver's pay shall be based upon his/her regular route or assigned trip if it is more than the substitute route. If the driver of a mid-day run is absent, it will first be offered to the employee who is the back-up driver for that run. If the back-up driver refuses, is not available, or is not home when the Employer attempts to contact him/her by telephone, the mid-day run may then be offered to a substitute. Further, the Employer shall have the right to first offer a mid-day run to a substitute if the Employer has notice of the absence less than one (1) hour and fifteen (15) minutes prior to the start of the run. If a substitute is needed for a P.M. run, it shall be offered to a driver who is available because he/she is not scheduled for a P.M. run before it is offered to a substitute, unless: (1) the P.M. run conflicts with the driver's other run(s); (2) the driver would receive overtime that week if he/she receives the run or (3) the Employer has notice of the absence less than one (1) hour and fifteen (15) minutes prior to the start of the run. For purposes of this section, kindergarten runs and Math/Science noon run are the mid-day runs.

- 13.11 **Precedence of Regularly Scheduled Runs.** Regularly scheduled runs shall take precedence over all special or extra runs. Drivers on regularly scheduled runs shall not be eligible to take more than one (1) special or extra run per week, including field trips, athletic trips and spectator trips, during the time of the regularly scheduled run, unless the employer approves.

- 13.12 **Preparation of Buses.** Bus drivers are responsible for performing the safety checklist. They are also responsible for fueling and sweeping the interior of the bus(es) to which they are regularly assigned, for which a twenty minute allowance shall be provided for each single or double run assigned at the driver's regular hourly rate.

- 13.13 **Field Trips.** All field trips shall be posted one (1) week in advance, or as known. The projected length of the trip will also be posted. All drivers who are interested in bidding on extra trips are to meet in the lounge area at the regularly scheduled time designated by the Employer. Assignments will then be made for the following week's extra trips. Only drivers in attendance will be eligible for consideration. The only exceptions to this rule would be for a driver on assignment at this time or a driver who is on a pre approved absence. If a driver is on a field trip and wishes to be considered for the following week's extra trip assignments, he/she is to convey his/her desires to the transportation director or the transportation secretary in writing.

Trips will be awarded by seniority on a rotating basis to those drivers in attendance and those drivers who are not in attendance but are eligible for consideration because they are on assignment at this time or on a pre approved absence. A driver who would exceed forty (40) hours that week may be by-passed, where assignment of the trip to another driver or a substitute will not involve payment of overtime rates for the trip. The earliest return time posted shall be used to determine the driver's bid hours for the week.

In the event a request for a trip is turned in after the meeting and is scheduled to be taken before the next scheduled meeting, the same procedure will be followed (except when a request is made less than twelve (12) hours before the trip is scheduled to depart, in which event the director can make any arrangement to cover the trip). Drivers will be offered the trip on the basis of the seniority list of those present or eligible for consideration at the last regularly scheduled meeting. The rotation shall start at the position where it previously ended. If a driver takes this additional trip, the * will be moved to this driver's name. If no driver takes the additional trip, the * will not move. Short trips may be consolidated and considered one trip as long as the times do not conflict.

If a trip is cancelled and then rescheduled, the original driver shall have the option to take the trip before it is placed on the bid board unless overtime is involved.

If no driver willingly accepts a field trip, and if there is no substitute driver available for such a trip, then the least senior driver who has indicated a desire to take field trips shall be required to take the field trip unless that would result in hardship. In the event of hardship, the next least senior driver who has indicated a desire to take field trips may be required to take that trip. When a driver bids on field trips, the driver is expected to take it unless an emergency arises. After a driver has been assigned to take the trip, the Employer may assign a substitute driver if the assigned driver must cancel and less than twenty-four (24) hours notice is given to the Employer, in which case the star (*) would not move.

Due to unforeseen circumstances it may be necessary for the Transportation Director to approve overtime in his/her discretion.

- 13.14 **Athletic Trips and Spectator Trips.** Athletic trips and spectator trips are to be posted at the beginning of each sport season. Drivers interested in any of these assignments are to express their interest in writing, indicating their preference in order of their choice. Assignments will be made according to seniority. Substitutes for these trips will be assigned according to seniority of those that signed the bid sheet. When two trips are scheduled for the same day (for the same sport) the driver with the most seniority will choose the trip that they want to take. The other trip or trips will be posted separately to bid according to preference. Assignments will be made according to seniority. In the event no driver expresses interest in these trips, the employer shall have the right to assign these trips by inverse seniority or assigned to a substitute. When a driver bids on athletic trips, spectator trips and extra trips, the driver is expected to take it unless an emergency arises. After a driver has been assigned to take the trip, the Employer may assign a substitute driver if the assigned driver must cancel and less than twelve (12) hours notice is given to the Employer. Due to unforeseen circumstances it may be necessary for the transportation director to approve overtime in his/her discretion.

- 13.15 **Chaperones, Coaches or Teachers to Ride Bus.** Chaperones, coaches or teachers shall ride on the bus carrying the students to a function.
- 13.16 **Overtime.** When there is a need for overtime which is not addressed in sections 13.13 or 13.14, it will be posted separately and awarded to employees on the basis of seniority and on a rotating basis. However, if the Employer has less than twelve (12) hours advance notice, it shall be offered to up to five (5) employees on the basis of seniority on a continuing rotating basis on the same list after which the transportation director can make any arrangements.

ARTICLE 14

GENERAL WORKING CONDITIONS

- 14.1 **Compensation and Fringe Benefits.** The basic compensation schedules for employees covered by this Agreement and provisions for fringe benefits shall be set forth in the schedule(s) attached to and incorporated into this Agreement.
- 14.2 **Employee Retirement.** The Board will pay the employee retirement contribution required to be paid by the Board under the Michigan Public School Employees Retirement Act.
- 14.3 **Instruction on Equipment.** Where the nature of equipment is such that an employee needs instruction in order to be able to properly operate the equipment, such instruction will be provided by the Employer. A bus shall not be considered as equipment within the meaning of this section.
- 14.4 **Student Discipline.** It is recognized that it is the employer's right to determine the discipline of students. Upon request, the employee will be advised of the outcome of a disciplinary referral made by the employee.
- 14.5 **Medication.** No bus driver shall be required to dispense or administer medication, perform diapering or perform medically related procedures, except in an emergency.

ARTICLE 15

CONDITIONS OF EMPLOYMENT

- 15.1 **Licensing/Training.**
- A. It is the responsibility of each employee to become qualified and maintain their qualification. Physicals and skill testing shall be provided by the Board. All employees are to attend monthly safety and inservice meetings as arranged in advance.
 - B. Drug, alcohol, or substance abuse testing as required by the Board is mandatory, and not subject to the grievance process. Such testing will comply with federal guidelines. A driver detained after regular working hours for drug and alcohol testing will be paid.

- C. At the end of the year, the Board shall reimburse each driver for the annual cost of the required chauffeur license and C.D.L. The cost reimbursement shall be prorated for driver's employed for less than the full school year.
- D. The District shall pay drivers at their regular hourly rate for all time spent at training sessions, transportation or student/parent meetings, monthly safety meetings, and the run selection meeting held at the beginning of the school year. For purposes of this section, a transportation meeting is a formal meeting scheduled by the Employer for all drivers and does not include other meetings, such as, discipline meetings or meetings held at the request of the union or employees, except if a driver is called in early to attend a meeting, the driver will be paid a minimum of one (1) hour for the meeting unless the driver is paid for the time between the commencement of the meeting and the commencement of the driver's duties. If a driver is required to attend a meeting after the driver's duties, the driver will be paid a minimum of one (1) hour for the meeting unless the driver is paid for the time between the conclusion of the driver's duties and the end of the meeting.

15.2 **Meal/Lodging Reimbursement.**

- A. Appropriate expenses incurred on field trips and athletic trips shall be reimbursed upon proper presentation of receipts according to Board Policy #4440. Discretion will be used by the administration in approving such expenses. Only necessary and reasonable expenses per Board policy will be approved.

ARTICLE 16
SENIORITY

- 16.1 **Seniority Defined.** Seniority shall be defined as an employee's length of continuous service in his/her classification with the Board since his/her last hire date. The last hiring date shall be based upon the date the employee reported for work rather than the date the employee was offered or accepted employment. Ties in seniority shall be broken according to the date and time of the employee's initial employment application. Seniority shall continue to accumulate during any medical leave of absence, but shall not continue to accumulate during other leaves of absence or during any period the employee is on layoff status.
- 16.2 **Probation.** Probationary period for drivers shall be 90 or 180 work days as required under Article 3.2.C., from the last hiring date under Article 16.1. Service as a substitute shall not count.
 - A. It is understood they are considered probationary until the 91st or 181st work day according to the application of Article 3.2.C. They would then acquire the full status of a bargaining unit member and rights therein. Until such time probationary personnel may be laid off, suspended or discharged at the discretion of the Employer without regard to length of service and without recourse to the terms of this Agreement.

B. Fringe benefits for probationary drivers begin when they are assigned a regularly scheduled route.

16.3 **Seniority Lists.** The Union shall be provided updated seniority lists at the beginning of each semester.

16.4 **Seniority Lost.** Seniority shall be lost by a bargaining unit member upon permanent transfer to a non-bargaining unit position. Seniority shall be lost and employment terminated if the employee resigns, retires or is terminated for cause.

ARTICLE 17 **VACANCIES**

17.1 **Vacancy Defined.** A vacancy shall be defined as a newly-created bargaining unit position or a present position that is not filled because the employee holding that position has permanently severed his/her employment or is on an extended leave of absence of sixty (60) or more working days.

17.2 **Vacancy Posting.** When the need arises to fill a vacancy, the Board shall notify the Union of each such vacancy in writing and shall post notices of such vacancies within five (5) working days on workstation bulletin boards for a period of five (5) working days. In the event a bus driver's runs will be open due to an extended leave of absence of sixty (60) or more working days, the runs may be posted within five (5) working days for bid as a package or separately in the discretion of the employer for the duration of the driver's leave of absence. This is subject to Section 13.4. When the driver's leave of absence ends, the driver who was awarded the vacancy shall return to his/her former position as will other drivers who were permitted to transfer to different positions as a result of filling the vacancy.

17.3 **Vacancy Notification.** Interested bargaining unit members may apply in writing to the Superintendent or designee, within the five (5) day posting period.

17.4 **Award of Vacancies.** Vacancies shall be filled on the basis of qualifications to do the job and seniority.

17.5 **Selection.** Within five (5) work days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Union.

17.6 **Temporary Vacancies.** A newly created bargaining unit position that the Employer knows is temporary and a position which is unfilled because the employee holding that position is on a leave of absence of less than sixty (60) working days may be filled with a substitute. This section is subject to 13.10.

ARTICLE 18
REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

- 18.1 **Layoff Defined.** Layoff shall be defined as a reduction in the work force beyond normal attrition.
- 18.2 **Layoff Notice.** No bargaining unit member shall be laid off unless said bargaining unit member shall have been notified of said layoff at least fourteen (14) calendar days prior to the effective date of the layoff.
- 18.3 **Layoff Procedures.** In the event of a layoff, the Employer shall first layoff probationary employees. Then bargaining unit employees shall be laid off in order of least seniority if further layoffs are made.
- 18.4 **Substitute Priority.** A laid-off bargaining unit member shall, upon application, be granted priority status on the substitute list according to his/her seniority.
- 18.5 **Recall.** Laid-off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to a vacancy which arises within two (2) years of layoff. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address. A recalled bargaining unit member shall be given ten (10) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to notify the Employer of his/her intent to return to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member notifies the Employer of his/her intent to return to work within the ten (10) calendar day period. Bargaining unit members recalled to work for which they are qualified are obligated to take said work, provided it consists of at least ninety percent (90%) of the hours of work of the bargaining unit member at the time of the layoff. A bargaining unit member who declines recall to work for which he/she is qualified and obligated to take shall forfeit his/her seniority rights and shall be deemed to have resigned. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the bargaining unit member was laid-off shall not affect his/her rights to an equivalent position which becomes available later.
- 18.6 **Partial Layoffs.** A laid-off employee shall not be entitled to recall to a vacancy which is posted and filled pursuant to Articles 13 or 17 by an employee who is not laid off.

ARTICLE 19
SICK LEAVE

- 19.1 **Sick Leave.** Bus drivers shall be granted sick leave credit in the amount of eight (8) days per school year, cumulative to 95 days.

Drivers hired after August 1, 1992, shall earn their sick days one (1) day per month worked up to eight (8) days per school year, cumulative to 95 days.

Employees must submit an Employee Absence Form to their supervisor within two (2) days of their return from any absence.

- 19.2 **Doctor's Certification.** The Employer reserves the right to require a doctor's certificate or other evidence of illness satisfactory to the Employer whenever sick days are used and abuse of such leave is suspected, or whenever an employee uses unpaid leave pursuant to section 19.3. The Employer may require medical certification from a qualified physician prior to an employee's return to work. Such certification shall be at the expense of the employee and shall reestablish their qualifications to drive as required by law. The Employer reserves the right to select, specify, or direct medical certification or examination as requested by the Employer. These expenses shall be reimbursed by the Employer.
- 19.3 **Sick Leave Exhaustion.** Upon written request, any employee whose personal illness extends beyond the accumulated sick leave days shall be granted a leave of absence without pay not to exceed six (6) months. Days during the summer break period shall not be counted during a leave granted pursuant to the preceding sentence. An additional six (6) months may be allowed at the discretion of the Superintendent. During this unpaid sick leave period, fringe benefits will not be paid and sick leave shall not accumulate during such leave.
- 19.4 **Employment Related Injury.** In the event an employee receives workers' compensation benefits, the employee shall be paid the difference between the workers' compensation benefits received and the gross pay normally earned for his/her regular routes. A prorated portion of sick leave shall be deducted for each such payment. This supplemental pay shall end when all accumulated sick leave is exhausted.
- 19.5 **Sick Day Usage.** A bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability, and up to five (5) days of his/her leave per school year for the illness or disability of any member of his/her immediate family. Immediate family shall be defined as spouse, children, or parents of the employee or the employee's spouse. Absence for other relatives may be approved by the Superintendent at his/her discretion. Upon the request of a bus driver, the Superintendent of Schools shall have the discretion to allow a bus driver to use additional accumulated sick leave for the serious illness or disability of a member of the bus driver's immediate family which necessitates the bus driver's presence to care for the family member. If the Superintendent allows additional accumulated sick leave to be used, that shall not create a precedent for future requests. The Superintendent's refusal to grant a request to use more than the maximum of five (5) days accumulated sick leave shall not be subject to the grievance procedure.

ARTICLE 20
OTHER PAID LEAVES

20.1 Bereavement Leave.

- A. In the event there is a death of a member of an employee's immediate family, (present husband, present wife, son, daughter, mother, father, sister, brother, grandparents and grandchildren of the employee and the employee's present spouse), the employee will be allowed upon request up to three days (3) off with pay to attend services. Such leave, if requested, shall be taken immediately and shall not accrue or accumulate.

Additional days may be allowed at the discretion of the Superintendent. Such additional days shall be deducted from sick leave.

- B. Each employee shall be allowed one day with pay to attend funeral services for a friend or relative provided that there are adequate numbers of substitutes available to operate school. This day shall not be deducted from sick leave or personal leave.

20.2 Judicial Leave. An employee who is called for jury duty or subpoenaed to give testimony before any legal, judicial or administrative tribunal shall be compensated for any work time lost during the time required to be in attendance for jury service or to provide testimony less any fees to which the employee is entitled from the tribunal or a party, provided the employee is not a party to the action and provided the employee is not testifying against the Employer in any action brought by the employee or by the Union.

20.3 Personal Business. It is understood that there may be personal conditions and circumstances which may require absenteeism for other reasons than heretofore mentioned. The Board and Union agree that such leave shall not exceed two (2) days per school year, and shall not be accumulated. The first day shall not be deducted from sick leave, the second one shall be deducted from sick leave and both may be used under the following conditions:

- A. This leave shall be used only in situations of urgency for the purpose of conducting personal business which is impossible to transact on the weekends, outside of work hours or during vacation periods. The specific reason for use of the personal leave need not be disclosed with the request, but use of personal leave must comply with the requirements of the contract for personal leave usage.
- B. Employees shall submit their request on the application form provided by the Board at least five (5) days in advance of the anticipated absence, except in cases of emergency with general reasons stated for the leave, for approval by the Superintendent or his designated representative. The employer will notify the employee in writing within seventy-two (72) hours of the approval or non-approval of the request.

- C. Such leave shall not be used for seeking other employment, rendering services, or working either with or without remuneration for themselves or for anyone else, for hunting, fishing, or other recreational activities. It is further understood that such leave shall not be granted for the first working days before or after a vacation, break, or holiday.
- D. Employees using personal days for other than intended purpose are subject to discharge.

ARTICLE 21

UNPAID LEAVES

- 21.1 **Military Leave.** The right to re-employment with all prior accumulated rights and benefits shall be according to law for any employee who is required to serve in the United States Military or its Reserve components.

Whenever employees who are members of the National Guard or a military reserve unit are called to active duty, they shall be entitled to an unpaid leave of absence for such time as they are engaged in active defense training.

Employees who have been required to serve in the Armed Services of the United States, under military leave from the employer shall upon re-employment be given credit for time spent in the Armed Services, the same as though the time spent in the military services had been spent in the employment of the school providing that such employee has received an honorable separation from the Armed Services.

- 21.2 **Family Leave.** The Employer shall grant family leave to employees in accordance with the Family and Medical Leave Act of 1993. It is understood and agreed that the Employer reserves all rights and powers granted to employers under the legislation and applicable regulations and this Agreement shall not be construed as limiting or restricting those rights.

- 21.3 **Other Unpaid Leaves.** Upon written request to their supervisor, employees may be granted unpaid leaves of absence for personal reasons not to exceed sixty (60) workdays. Such leaves of absence shall not be extended; seniority, sick leave or fringe benefit shall not accumulate during such leave. The Employer's decision on such requests for leave shall be final and not subject to the grievance procedure.

Work requirements of the transportation department may restrict times when unpaid leaves of absence may be taken. All unpaid leaves of absence must be approved in advance by the Supervisor, Administrative Assistant, and Superintendent.

ARTICLE 22

HOLIDAYS

22.1 Holidays.

- A. Bus drivers shall be paid at their regular hourly rate for the number of hours they would have normally worked on each of the following paid holidays:

Labor Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Day
Memorial Day

- B. To be eligible for holiday pay, an employee must have worked his/her last scheduled day prior to the holiday and his/her first scheduled day following the holiday, unless the employee is absent due to his/her illness. Employees off sick on the day before or after a holiday, may be required by the Board to submit medical proof of illness to receive holiday pay. Employees off sick on the day before or after a holiday may be required by the Board to submit medical proof of illness to receive holiday pay.

ARTICLE 23

BARGAINING UNIT MEMBER EVALUATIONS

- 23.1 **Evaluations.** Each bargaining unit member employed for the full school year will be evaluated annually by his/her immediate supervisor. The evaluation will reflect whether, in the opinion of the Employer, the bargaining unit member's work performance is satisfactory or unsatisfactory.

- 23.2 **Written Evaluations.** All evaluations shall be reduced to writing and a copy given to the bargaining unit member at or before the time of the evaluation conference. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response that shall be attached to the file copy of the evaluation in question.

If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons shall be explained.

- 23.3 **Evaluation Conferences.** A conference shall be held between the evaluator and employee as part of the evaluation process to discuss the evaluation. At the conference the bargaining unit member shall sign a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation based upon what was discussed at the conference if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.

- 23.4 The content of an employee's evaluation shall not be grievable beyond the Superintendent's level of the grievance procedure.

ARTICLE 24
MISCELLANEOUS PROVISIONS

- 24.1 The Employer and its designated representatives expressly reserve the right to accept services offered on a volunteer basis by individuals or organizations affiliated with, or interested in, school district affairs and operations.
- 24.2 Supervisory employees, or non-bargaining unit employees, may perform duties normally performed by bargaining unit members whenever in the determination of the Employer or its designated representatives performance of such duties is appropriate.

ARTICLE 25
DURATION OF AGREEMENT

This Agreement shall cover the period commencing July 1, 2008 and ending June 30, 2010

Board of Education of the
Edwardsburg Public Schools

By: Bruce Holden

Its President

The Edwardsburg Transportation
Personnel Association, SMEA/MEA/NEA

By: Michelle Sandell

Its President

June 15th 08

SCHEDULE A
WAGE SCHEDULES

	2008-09	2009-10
BUS DRIVER		
Beginning	\$15.24	\$15.54
3 Months	\$17.40	\$17.75
1 Year	\$20.30	\$20.71
EXTRA TRIPS	\$13.29	\$13.56

LIFE INSURANCE

Each full-time and regular part-time employee who has completed his/her probationary period shall be provided with MESSA group term life insurance coverage with ADD in the amount of \$30,000 subject to the terms of the insurance policy. It shall be the responsibility of the eligible employee to make application for the coverage with the Employer. The Employer will distribute the application forms.

