



Transportation Department Drivers

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Agreement between the Board of Education
of the School District of the City of Adrian and
the International Union of Operating Engineers,
Local #547, 547A, 547B and 547C, AFL-CIO

July 1, 2003 - June 30, 2007

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Article I Purpose

- I. It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Board and the Drivers covered hereby, to insure true collective bargaining, and to establish standards of wages, hours and other terms and conditions of employment. In the event any provision of this agreement is inconsistent with the law, the provision shall be deemed null and void.

Article II Union Recognition

- I. The Board hereby recognizes the Union as the sole and exclusive collective bargaining agent of the Drivers covered by this Agreement for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment.
- II. The term "Driver" as used herein shall include all drivers with the classification of full-time drivers. Substitute drivers or part-time drivers are not included in this Agreement.
- III. No Other Organizations
 - A. The Board agrees not to negotiate with any organization representing the Drivers covered by this Agreement, other than the Union, for the duration of this Agreement.
- IV. Union Membership - Present Members:
 - A. Any Driver who is a member of the Union in good standing on the effective date of this Agreement shall as a condition of employment maintain membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members.
- V. Union Membership - New Drivers
 - A. Any Driver who on the effective date of this Agreement is not a member of the Union and any Driver thereafter hired shall as a condition of employment starting thirty-one (31) days after the effective date of this Agreement or thirty-one (31) days following the beginning of their employment, whichever is the later, acquire and maintain membership in the Union, to the extent of paying the initiation fee and the equivalent of the periodic membership dues uniformly required of all Union members. In the event a Driver refuses to comply with Article II, Section IV they shall be subject to discharge only after official notice from the International Union.
- VI. Check-Off
 - A. The Board shall deduct the Union dues or service fee from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month following that month in which said deductions were made, together with a listing of each employee, with the amount that is deducted each month; provided, however, that the Union shall have submitted to the Board an authorization card signed by the employee from whose pay said deductions are to be made.
 - B. Such dues and service fees, as and when deducted, shall be accounted for separately within the General Fund, and shall be forwarded to the Union forthwith.
 - C. The Union will save and hold the Board harmless from any and all damages, loss and expenses that might be incurred by the Board in making said deductions.

VII. Non-Discrimination

- A. The Board and the Union both recognize their responsibilities under federal, state, and local laws pertaining to fair employment practices as well as the moral principle involved in the area of civil rights. Accordingly, both parties reaffirm by the agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age, national origin, handicap, veteran status, or participation in the union activities.

Article III Steward

- I. The employees shall be represented by one (1) chief steward and one (1) alternate steward who shall be selected in a manner determined by the employees and the Union. The chief steward's and alternate steward's name shall be furnished in writing to the Board by the Union.
- II. The chief steward shall have the right to investigate a potential grievance(s) during work hours and to attend grievance hearings after receiving approval from his/her supervisor(s).
- III. During the chief steward's term of office, the chief steward shall be deemed to head the seniority list for the purpose of layoff and recall only, provided the chief steward is actively employed by the district. Upon termination of the chief steward's term, the chief steward shall be returned to their regular seniority status.

Article IV Indemnification And Hold Harmless Clause

- I. The Union agrees to indemnify and save the Board and each individual Board member harmless against any and all claims, suits and other forms of liability that may arise out of, or by reason of, action taken in reliance upon individual authorization furnished to the Board by the Union, or for the purpose of complying with any provisions of this Article. The right and obligation to refund to drivers monies deducted from their pay and remitted to the Union under such authorization, shall lie solely with the Union. The Board shall indemnify the Union and hold it harmless against final judicial orders for back pay in cases in which the Board is held to have wrongly suspended, discharged, laid off, compensated or denied work opportunity to a driver in violation of this Agreement. As part of this understanding, the Union agrees to cooperate fully with the Board in vigorously defending all such lawsuits.

Article V School Reports

- I. Upon written request by the Union the following reports will be made available:
 - A. The annual financial report for the year, after completion of the audit.
 - B. Copy of the budget that is officially adopted by the Board.
 - C. List of all personnel within the bargaining unit including their regular hourly rate and years of seniority in the system.
 - D. Two (2) copies of the regular scheduled Board Meeting Agenda/Minutes will be available for pick-up by the Union President or Designates, after 4:00 p.m. on Friday prior to the meeting. Said agenda will be at the School Administrative Office.

Article VI Jurisdiction

- I. Persons not covered by the terms of this Agreement shall not perform work covered by this Agreement except for the purposes of instructional training, experimentation, transporting athletic teams, or in cases of emergency, but the Director of Operations or designee, may perform such duties which he/she has normally performed and which have been set forth in job descriptions furnished by the Board to the Union. Work performed during the non-school calendar year rest solely with the Board. The present language in Article V, Section I will remain intact unless, during the duration of the contract, it is superseded by Public Act 112.

II. Use Of School Building

- A. No driver shall be prevented from wearing an insignia, pins or other identification of membership of the Union, either on or off school premises. A bulletin board shall be made available to the Union and its members provided it does not interfere with the orderly conduct of the school business. The Union and its members may use the school facilities for meetings provided the proper processing of a building permit is followed. The Union may use the inter-school mail network to disseminate information to the Administration.

III. Visitation Privileges

- A. A representative of the Union shall be permitted to visit the drivers' premises for the purposes of investigating an alleged safety violation, grievance, concerns over working conditions, providing the representative notifies the Board as to the purpose prior to the visit.
- B. The Board agrees to cooperate with the Union in an effort to reach an expeditious resolution in the matter.
- C. The Union Representative should begin with the Director of Operations when requesting an on-site visitation. In his absence, contact the Business Manager, then the Human Resources Manager.
- D. Matter dealing with payroll records, collection of dues, etc. should be directed to the Business Manager.

Article VII

Rights And Responsibilities Of Board

- I. The Board of Education is vested legally and exclusively with certain powers, duties and responsibilities which it may not, by any means, share with or delegate to any other body or organization. Among these powers, duties and responsibilities, but not limited to, are:
 - A. The executive management and administrative control of all aspects of the transportation system of the district and the activities of its Drivers.
 - B. The hiring of Drivers and the determination of qualifications, of conditions of employment, including training programs and standards of performance, assignments, transfer and the size, composition and structure of the working force.
 - C. The establishment of policies and procedures which determine and clarify the operation of the transportation program and the responsibilities of the personnel. In establishing the policies and procedures to carry out the above responsibilities, the Board or its designated representative may consult with the Driver's Union and affected Driver.
 - D. The Transportation Department Drivers are under the direct supervision of the Director of Operations.
 - E. The right of contracting or subcontracting is vested in the Board, unless restricted by the terms of this Agreement. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members, nor shall contracting or subcontracting result in the reduction of the present work force/hours.
 - F. The Board has the right to establish reasonable work policies and rules.
 - G. The Board of Education agrees not to privatize during the duration of the Agreement.
 - H. The District will make premium payments for liability insurance coverage including coverage for employees performing within the scope of their duties.

Article VIII

Conditions Of Employment/Driver Qualifications & Training

- I. The driver shall be physically * competent. * Physically competent shall be defined as a driver who has successfully passed the annual physical examination when required and is able to perform the essential functions of the position they hold without jeopardizing the health and safety of themselves, the students or others. All drivers must abide by State/Federal Law and Board Policy regarding use of tobacco products.
- II. The driver must pass an annual physical examination when required. The cost of the physical examination, when required, shall be borne by the Employer.
- III. Persons employed as school bus drivers must be capable of obtaining and retaining a valid state issued Michigan school bus driver safety education certificate. Therefore, each newly employed person shall attend mandated State Certification Programs. The employer will pay registration fees and mileage for mandated State Certification Programs. Should present drivers be required to attend said program(s), they will be paid their hourly rate for the time they are participating in the program.
- IV. The driver must be capable of obtaining and retaining a CDL license with the required Class BP endorsement, which includes air brake endorsement. The cost shall be borne by the Employer.
- V. All newly employed drivers will receive a minimum of eight (8) hours of behind-the-wheel instruction by the Director of Operations or designee, before being assigned to a bus route. Such instruction will be compensated at their normal hourly rate.
- VI. A newly hired full-time driver shall be on a probationary status for one hundred eighty (180) work days, taken from and including the first day of employment. If at any time prior to the completion of the one hundred eighty (180) days probationary period, the driver's work performance is unsatisfactory, the driver may be dismissed by the Board during this period without appeal by the driver or the Union. Probationary drivers who are absent on scheduled work days shall not have completed the driver's probationary period until these additional days have been worked.

Article IX

Seniority

- I. Seniority is defined as a Driver's continuous length of service from their most recent date of hire. Seniority rotation is defined as follows: a) Most senior driver will be the first to bid, b) Then rotation through the seniority list for subsequent bids.
- II. At the beginning of each school year, the Director of Operations shall post an updated seniority list of all drivers. If more than one Driver is hired on the same date, seniority shall be determined by lot.
- III. Upon satisfactory completion of the probationary period, the driver's seniority date shall be retroactive to their full-time hire date.
- IV. Time worked as a substitute bus driver shall not be considered time worked toward the accrual of seniority.
- V. Termination Of Seniority
 - A. Any Driver's seniority shall terminate upon the occurrence of any of the following:
 1. Resignation
 2. Discharge for just cause
 3. Retirement
 4. Failure to report to work within three (3) days of the receipt/rejection of a certified recall letter will result in termination.

VI. Layoff

- A. In case of reduction in the force, the last Driver hired shall be the first laid off, and in returning to work, the last Driver laid off shall be the first rehired, and in no case shall any new help be hired until all laid off Drivers are reinstated.

Article X Definition Of Permanent Bid Time

- I. Amount of time of the route(s) selected by driver on the permanent bid day shall herein be defined as permanent bid time. Permanent bid time shall be determined following a route time audit by the Director during the temporary bid period.
- II. The Board retains the right of transfer to route(s) other than originally selected by the driver should the need arise. The driver shall not sustain a loss of wages and benefits if the involuntary transfer occurs.
- III. Drivers who voluntarily transfer to a route(s) other than the one they originally selected shall be compensated only for the hours of the new route.
- IV. Drivers who rebid shall be compensated for the hours and benefits she/he rebid for the remainder of the school year.
- V. All routes are based on the individual program calendar (Ex., Head Start/School Readiness, Votech, etc.). These routes and times will be specified on Bid day.

Article XI Route Bidding

- I. Director of Operations shall determine the routes, time of routes and vehicle to be assigned to each route.
- II. A. Each year a Temporary Bid Day shall be scheduled for the Friday before the start of the school year. Drivers in attendance shall be paid their normal hourly wage for actual time in attendance. Up to two (2) hours will be paid at the regular hourly rate for route familiarization.
- B. Each year a Permanent Bid Day shall be scheduled for the second Friday in September at 9:15 am. Route changes will be effective the following Monday. Route familiarization pay of up to two (2) hours regular hourly rate will be paid only to drivers who change routes.
- C. The Director of Operations or designee has the right to authorize or deny route familiarization pay.
- III. Any vacant position/route from the previous year shall be filled by a full time driver without an established bus run. In the event a full time driver is not available the vacancy will be filled at the discretion of the Director of Operations.
- IV. Bid Day Process
- A. The Director shall post all routes, including the route's permanent time twenty-four (24) hours prior to Bid Day.
- B. Bidding will start with the most senior driver selecting his/her bus route.

Any driver unable to be present on Bid Day, or re-bid day, will be expected to send a letter of their bids to the Drivers' Committee with a copy to the Director of Operations.

The Drivers' Committee shall be responsible for officially submitting the absent driver's bid at the appropriate time.

A driver who is on a medical leave of absence or Family Medical Leave Act leave of absence shall be eligible to bid. A driver who is off work on Workers' Compensation (but not eligible for FMLA leave) shall not be eligible to bid.

Failure to contact the Drivers' Committee with bid or failure to be present on bid day, without just cause, will result in termination.

A driver who is on a personal leave of absence shall not be eligible to bid.

A driver will lose their right to bid for the school year if they have not driven a school bus at least five (5) days during the previous school year.

If a driver is unable to bid on the scheduled route bids, they will be assigned to an open run upon their return. Drivers returning to work from Workers' Compensation shall be assigned to additional work within the District, sub hours, and special trips (if needed), sufficient to give them at least as many hours of employment as they had bid prior to being off work on Workers' Compensation. They will receive their normal rate of pay.

V. Rebidding

- A. Rebidding shall occur should a vacancy or an additional route be added after the Bid Day has been completed.
- B. A vacancy is defined as a route which becomes available due to a resignation, retirement, termination or job abandonment.
- C. Rebidding Process:
 - 1. Once a vacancy occurs during the school year the position/route will be posted for rebidding.
 - 2. The rebidding shall encompass the posted vacancy and all subsequent vacancies.
 - 3. The rebidding process shall follow the same format as the Bid Day process.
 - 4. The remaining position/route will be filled at the discretion of the Director for the remainder of that school year.

VI. Route Rebidding – Temporary Transfers

The driver shall request a leave of absence as soon as they are aware of the need for a medical leave of absence or Family Medical Leave Act leave of absence. The Board will post the temporary bid after the driver has been off for four (4) weeks. A driver who is on a medical leave of absence or Family Medical Leave Act leave of absence or who is off work on Workers' Compensation shall not be eligible to bid in this temporary rebid process.

Article XII Special/Summer Trips & Driver Assignments

I. Definition of Special/Summer Trip

- A. A special trip is defined as any driving assignment other than the established route.

- B. Summer trips are defined as the extra trips driven, that occur from the last student day of one school year to the first student day of the next school year (eg. 6/12/03-8/21/03). This does not include regularly scheduled summer school or YMCA runs.

II. Selection of Drivers-Special Trips

- A. By seniority at beginning of school year.
- B. By lowest total trip hours.
- C. Seniority shall prevail in the event of a tie in hours.
- D. All special trips shall be posted each Monday for the following week so the drivers can view them for the entire week. Special trips shall then be bid at 1:45 P.M. on the last regularly scheduled work day of each week for the following week. Drivers must be present in the breakroom at the 1:45 p.m. roll-call to be eligible. Absent drivers, on trips or a personal day, may submit their trip bid(s) in writing to the committee.
- E. A computer update of trip hours shall be posted on the first regularly scheduled work day of each week. These hours shall be used to determine trip eligibility for the following week.
- F. Trip(s) not selected on assignment day will be handled as follows and posted for twenty-four (24) hours (if possible):

Trip will be posted for drivers (on trip board) who were not at trip bid. Will go to most senior driver who signs up for trip.

If trip is not covered after #1 -- any full-time driver (not on trip board) may sign up for trip. Will go to most senior driver who signs up for trip.
- G. Any late trip requests for the designated week, received after the 1:45 P.M. assignment time shall be posted and go to the most senior driver who signs up for the trip.
- H. Trips received by the Director with less than one (1) hour's notice shall be awarded to the most senior, available driver. These hours shall be added to driver's total trip hours.
- I. A driver shall retain their right to maintain a bid trip if that trip is cancelled and rescheduled within the same week. Week shall be defined as Sunday through Saturday.
- J. Trip sheets shall be given to the Director upon completion of trip.
- K. Drivers returning from a leave of absence of greater than 10 working days shall be averaged in on hours only for the full weeks the driver is on leave, not from the start of school.
- L. Drivers declining the trip board for the year may not come back on the board for that school year.
- M. The Director of Operations or designee shall be responsible for determining which vehicle will be sent on special trips. Type of vehicle required for trip (i.e. yellow, transit, mini-bus) will be posted with each trip.
- N. Whenever it is necessary for the driver to stay overnight, the driver shall be paid at the current minimum federal wage for the driver's non-driving time, plus have lodging and meals either paid or reimbursed by the Board or sponsoring group.

If a Head Start driver is not scheduled to work on Fridays, the driver may submit their trip bid to the Drivers' Committee. The Drivers' Committee shall be responsible for officially submitting the Head Start driver's bid at the appropriate time.

The Transportation Coordinator will meet with the Head Start drivers on Thursday mornings to see if any of the Head Start drivers are interested in working on Fridays. Any day that Head Start drivers aren't required to work, the Transportation Coordinator will meet with them to see if they would be interested in any open runs.

When a driver (including Head Start) is on approved leave or sick, their route will be covered in the following manner:

1. A sub will do the AM and PM route.
2. The Director shall offer to the most senior full-time driver who does not have a bid noon run to do the noon runs until an absent driver returns, or until a temporary rebid takes effect. Long-term absences will be filled by seniority rotation.
3. A full-time driver assigned to drive a noon run in the absence of the driver who has that bid noon run shall receive two hours pay, or the actual time worked, if greater, for the first day that he/she drives that run, and the normal run time for each day he/she drives that noon run thereafter.

III. Selection of Drivers-Summer Trips

- A. A summer trip sign-up sheet will be posted, at the end of the school year, for those interested in driving summer runs. The interested drivers will be placed on the list in order of seniority. Trips will then be assigned in cooperation with the Transportation Coordinator and the Union.

Article XIII Hours of Work and Overtime

- I. All work performed in excess of forty (40) hours in a work week shall be paid at one and one-half (1-1/2) times the Driver's hourly rate.
- II. Whenever a driver is required to report to work an extra punch-in time beyond the scheduled number of punch-in times per day, he/she shall receive two hours call-in pay, or the actual time worked, if greater.
- III. Exceptions to the two (2) hour call-in pay are:
 - A. The driver shall be paid only for hours the employee actually works if the time the driver normally works is extended by either having to come in earlier than normal or having to stay later than normal. If additional runs, meeting special requests (such as double runs), etc. can be performed within the normal time of the assigned route, the driver will get paid only for the normal time. If it takes longer, the actual time worked is paid for.
 - B. If the driver is called in to perform their run at a time different from their normal route time (such as for scheduled early District releases, etc.), the normal route time will be paid for, or the actual time worked, if greater. No extra call back time shall be awarded if the driver did not need to report to work an additional punch-in time. However, drivers called in at a time different from their normal route time due to weather conditions or bomb threat are entitled to the minimum 2 hour call back pay or the actual time worked, if greater.

- C. Drivers who are unable to drive all of their bid routes due to being called in to perform their run at a time different than their normal route time due to conflicts (such as a driver who has an a.m. run, a noon run and a p.m. run who cannot do both the noon and p.m. runs) shall get paid for the normal route time, or the actual time worked, if greater.
- D. If a driver does not work a run at a revised time, the driver will receive no compensation for that time. E.g., a driver may not choose to allow a sub to drive their revised time run and get paid for the call back times.
- IV. Each driver is required to conduct a pre-trip inspection for each run. The Board shall pay one-fourth (1/4) hour for the a.m. and p.m. pre-trip inspections only.
- V. For any single-day weekend trips, the driver shall be paid their regular hourly rate of pay for any non-driving time.

Article XIV Leave Of Absence

I. Request for Leave

All requests for leaves of absence shall be presented in writing to Human Resources. The request will state the reason for the leave request, duration of the requested and the expected return to work date. The employee will be notified of Board action on the request in writing.

Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employee and the Board.

II. Accrual of Seniority

a. Medical

An employee who is granted an unpaid medical leave of absence up to one (1) year will accrue seniority during the duration of the unpaid medical leave provided the employee provides the Board with medical verification from a medical or osteopathic doctor noting the necessity for such absence.

b. Non-Medical

An employee who is granted an unpaid non-medical leave of absence shall accrue as follows:

- 1) Up to thirty (30) days - Seniority accrues
- 2) More than thirty (30) days -- Seniority does not accrue

c. Workers Compensation

Seniority will accrue while an employee is receiving worker's compensation benefits from Adrian Public Schools.

III. Return to Work

An employee returning to work from a leave of absence will retain the same seniority and step on the wage schedule the employee had at the time the leave of absence began.

An employee returning to work from a leave of absence will be assigned to the route held at the beginning of the leave, provided the driver returns in the school year in which the leave was taken.

In the event that the employee would fail to return to work within said period of time, as hereinbefore defined, then said employee shall be considered to have quit their job, and they shall be removed from the seniority list.

IV. Personal Illness

An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work and has exhausted all means of allowable compensation from the Board, shall be granted a leave of absence for up to one (1) year, provided the employee promptly notifies the Board of the necessity of such leave within two (2) weeks from the date that the employee would require the leave, and provided further, that the employee provide Human Resources with a written statement from a medical or osteopathic doctor of mutual choice of the necessity for such absence. Any continuation of such absence shall be at the Board's discretion and up to one (1) additional year only.

Adrian Public Schools will comply with the provisions of the Family Medical Leave Act (FMLA).

V. Immediate Family Illness

Leaves of absence may be granted for a specified period for an employee to care for a seriously ill immediate family member. Immediate family is defined by the Family Medical Leave Act (FMLA).

Adrian Public Schools will comply with the provisions of the Family Medical Leave Act (FMLA).

VI. Military Duty

The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

VII. National Guard/Reserves

Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event that the employees are ordered to active duty for the purpose of handling an emergency situation, providing such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

VIII. Union Business

The Board agrees to grant the Union the right to have two (2) drivers attend the International convention or attend to other Union business provided sub drivers are available and the employer is notified ten (10) days before such leave. The leave is not to exceed five (5) days and drivers will not be paid for those days.

Article XV Personal Business Days

- A. Each full-time driver covered by this Agreement shall be granted three (3) personal business days per year with pay, not deductible from sick leave. However, prior arrangements are to be made for such days, whenever possible. Unused personal business days shall be paid out in the driver's last pay check for the school year, unless the driver notifies the Payroll Clerk in writing before June 1 that the driver elects to have the time added to the driver's accumulated sick leave bank.
- B. Personal Business Days require the approval of the Director of Operations not less than one work day prior to the date to be used for personal business.

- C. Personal Business Days are not to be taken immediately before or after a holiday or vacation period unless approved by the Director of Operations.
- D. One (1) of the three (3) Personal Days may be used the Friday before Labor Day.

Article XVI Funeral Leave

Drivers will be allowed a maximum of five (5) days funeral leave, with pay, for death in the immediate family. The immediate family includes the following: husband or wife, mother or father, brother or sister, son or daughter, father-in-law or mother-in-law, son-in-law or daughter-in-law, grandchildren, or grandparents.

In addition, drivers will be allowed one-half (1/2) paid day for death of a relative or friend for the purpose of attending the funeral. Additional time off, when required for such funeral, may be granted and such additional time shall be charged to the employee's allowable sick leave.

Article XVII Inclement Weather/Snow Days

In the event the school district is closed on a school session day, due to severe weather or other emergency, the employees covered by this Agreement shall receive up to two (2) paid inclement weather/snow days per school year. A day is their normal authorized daily hours of pay.

- I. Drivers will be notified not to report to work because of weather delays or school cancellations by broadcast on the two (2) local radio stations or by other methods as determined by the employer. When such notice is given, Drivers need not report until the specified delay time has elapsed, or not at all, if the school district is closed.
- II. If the school district operates the transportation fleet and a Driver cannot report for work, due to inclement conditions, the driver may use a personal emergency day or be docked for the time lost.
- III. When school opening is delayed, and drivers are required to report, the driver will be compensated from the announced report in time and their normal daily route time.
- IV. Fog Days - If the employee is notified (Ex., union phone tree, radio or television when reasonable) at home prior to leaving for work, they will not receive additional compensation.
- A. If the employee reports to work before the notification, they will receive a minimum of two (2) hours pay or actual time worked, whichever is greater. You must be at the bus lot in order to be paid, unless otherwise approved by the Director of Operations or designee.

Article XVIII Holiday Pay

Full-time drivers remaining in continuous employment shall receive their normal authorized daily hours of pay for the following holidays.

- | | | |
|----|------------------|----------------------------|
| 1. | One (1) work day | Labor Day |
| 2. | One (1) work day | Thanksgiving Day |
| 3. | One (1) work day | Day following Thanksgiving |
| 4. | One (1) work day | Christmas Eve Day |
| 5. | One (1) work day | Christmas Day |
| 6. | One (1) work day | New Year's Day |
| 7. | One (1) work day | New Year's Eve Day |
| 8. | One (1) work day | Good Friday |
| 9. | One (1) work day | Memorial Day |

Article XIX

Sick Leave

I. Sick Leave Accumulation

- A. Non-Probationary employees covered by this Agreement will be entitled to sick leave accumulated in at the rate of one (1) day per month at their normal daily assigned time. Sick leave may accumulate to a maximum of one hundred twenty (120) days.

Probationary employees covered by this Agreement who begin work during the school year, are eligible for sick leave after thirty (30) days of employment.

- B. If an employee elects to pay optional short-term or long-term disability premiums, then the employee may choose to have all or part of their accumulated sick leave frozen while they are receiving short-term or long-term disability benefits.

II. Use of Sick Leave – Personal Illness

Sick leave days shall be granted to the employee when the employee is incapacitated from the performance of the employee's duties by sickness, injury, or for medical, dental, or optical examination or treatment.

Adrian Public Schools will comply with the provisions of the Family Medical Leave Act (FMLA).

III. Use of Sick Leave - Immediate Family

Sick leave days shall be granted when a member of the immediate family of the employee requires the care and attend of the employee due to illness or injury. Immediate family for this purpose is defined as: spouse, children, or parent.

Adrian Public Schools will comply with the provisions of the Family Medical Leave Act (FMLA).

IV. Notification

Employees who are unable to perform their duties because of illness or disability shall notify their supervisor no later than one (1) hour before the driver is scheduled to begin work. If an illness or disability extends beyond the first (1st) day, the employee and the employee's supervisor may make arrangements as to the frequency of notification of the continued illness or disability.

V. Return to Work

Employees absent more than three (3) consecutive work days, may be required to furnish a doctor's statement as a condition of returning to work and continued employment.

VI. Separation or Retirement

Employees with ten (10) or more years experience with Adrian Public Schools will receive payment for accrued sick days up to a maximum of One Hundred Twenty (120) days at the time of separation or retirement according to the following schedule:

10-18 Years of Service	\$10.00 per day
18-25 Years of Service	\$25.00 per day
26 or More Years of Service	\$28.00 per day

VII. Maximum Sick Days Accumulation

Any time an employee's sick leave accumulation exceeds One Hundred Twenty (120) days, he/she shall have the following options:

- 1) Receive Fifteen (\$15.00) Dollars per day, for each day in excess of One Hundred Twenty (120) days, payable in July of each year.
- 2) Allow days to accumulate beyond One Hundred Twenty (120) days in case they are needed in the future. However, for retirement purposes only One Hundred Twenty (120) days are accumulative.

Article XX Jury Duty

Drivers who are called for jury duty will be paid the difference between jury pay and their regular pay, if the regular pay exceeds the amount paid for jury duty. If this is the case, the Driver should endorse the jury check to Adrian Public Schools and take his/her regular paycheck.

Article XXI Benefits

I. Health Insurance

Full-time employees covered by this Agreement may select Plan A or Plan C. Full-time is defined as an employee who is scheduled for at least Twenty (20) hours per week. This hourly restriction does not apply to those employees who are working with accommodations for medical or workers' compensation reasons. It is understood and agreed that the Board's obligation for insurance benefits shall be limited to the terms and conditions of each plan. For all coverage the Board reserves the right to select benefit carriers at a substantially equivalent level. Summary plan descriptions are available upon request. All coverages are administered through MEBS.

Plan A Allows two options for medical insurance.

Option 1: Traditional Insurance

The Board agrees to pay the premium for single coverage. (\$100/200 Deductible, \$5/\$10/\$20 co-pays for prescriptions).

Option 2: Health Reimbursement Account (HRA)

The board agrees to contribute a fixed dollar amount into an HRA account for single coverage. (\$100/200 Deductible, \$5/\$10/\$20 co-pays for prescriptions).

Dental Insurance

The Board agrees to pay the premium for single coverage with an orthodontic rider. (100% preventative services, 20% co-pay, \$1,000 annual dental maximum, \$1,300 lifetime orthodontic maximum.)

Vision Insurance

The Board agrees to pay the premium for single coverage. (Benefits using a preferred provider: vision exam cost \$6.50 to employee, frames \$65.00 is covered, lenses cost \$18 to employee with lense extras covered in full, contact lenses \$90 is covered + 20% off balance.)

Plan C

Cash-in-lieu

Unit members not selecting Plan A will receive a monthly cash payment in the amount of One hundred twenty-five (\$125.00) Dollars.

II. Life Insurance

The Board shall pay the total premium for a Fifteen Thousand (\$15,000.00) Dollar straight term life insurance policy for each employee covered by this Agreement.

III. Tax Sheltered Annuity

The Board agrees to deduct the premiums for Board approved tax sheltered annuities solely paid for by the employee and to remit such premiums to the designated insurance company.

IV. Retirement

The Board agrees to pay the legally specified contribution to the Michigan Public School Employees Retirement fund on the gross wages recognized by MPERS as reportable retirement compensation for each employee covered by this Agreement.

V. Payment of Premiums

For an employee that is either placed on a paid or unpaid medical leave of absence, including work related injuries, the Board shall continue to pay the medical insurance premium based on the following schedule:

10 Years Service or Less	3 Months
11 – 12 Years Service	6 Months
13 – 15 Years Service	9 Months
More than 15 Years Service	12 Months

Article XXII Worker's Compensation

Employees covered by this Agreement injured on the job thus becoming eligible for Worker's Compensation benefits, shall receive benefits under the Worker's Compensation Act.

The District may offer voluntary options, within medical restrictions, of "light duty" work or a restructured work assignment while the employee is recovering on workers' compensation. This re-assignment would be of a temporary duration and would require the employee to perform the essential functions of the assignment. This option may be offered to a member of this unit or it may be offered to a non-union member that may be able to help with this unit's work, with approval.

While an employee is receiving Worker's Compensation benefits, seniority will accrue.

Article XXIII Performance Evaluation

Members of the unit shall be subject to an evaluation process. The purpose of the evaluation process is: 1) Recognize accomplishments; 2) Provide accurate feedback related to performance; 3) Link employee objectives to the Mission of Adrian Public Schools; and, 4) Address areas that do not meet expectations through a Plan for Improvement.

The job performance of a unit member shall be evaluated in writing at least once every two (2) years by the immediate supervisor or designee with input from other staff, if appropriate.

The job performance criteria will be: Basic job knowledge and skills; Performance of assigned duties; Interpersonal relationships with staff, parents and students; Care and use of equipment and facilities; Ability to follow directions and accept responsibility; and, Promptness and attendance to job.

Disciplinary action will not be a direct result of the performance evaluation process, however, ongoing disciplinary action may be cited in a performance evaluation.

The employee is provided a copy of the completed evaluation, the original is placed in the employee's personnel file located in Human Resources.

If an employee disagrees with the performance evaluation, they may submit a written rebuttal within five (5) days. The written rebuttal will be attached to the performance evaluation for placement in the employee's personnel file located in Human Resources.

Article XXIV Wage Scale

I.	Steps	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>
	Step 1 (3-6 yrs.)	14.60	14.89	15.34
	Step 2 (7-9 yrs.)	14.78	15.08	15.53
	Step 3 (10 yrs.-up)	15.05	15.36	15.82
	New Tier For Full-Time Employees Hired After June 30, 1997			
	1st Year	8.90	9.08	9.35
	1st Year (With Previous Experience)	9.97	10.17	10.48
	2nd Year	11.09	11.31	11.65
	2nd Year (With Previous Experience)	11.73	11.96	12.32
II.	Longevity – Based on total years of district service			
	A. 05 Years	\$.10 per hour		
	B. 07 Years	\$.10 per hour		
	C. 10 Years	\$.10 per hour		
	D. Each additional 5 years	\$.10 per hour		
III.	All new drivers hired in this fiscal year will be at Step "0" and will remain on Step "0" until they have completed two (2) years of service.			
IV.	Each driver shall be responsible for the interior and exterior cleaning and gassing of the assigned bus and will be paid a wage of \$5.00 per week for these responsibilities. (Those drivers sharing the use of a bus will need to make arrangements with the Director of Operations to share the agreed to weekly wage).			

V. Qualification for Wage Increase

- A. Wage adjustments to the next step will be made on the driver's date of hire. Two (2) full calendar years are required at the base rate, "0" Step.
- B. In order to qualify for a wage step increase, the driver must meet all requirements established in other sections of this Agreement.

Article XXV Discipline-Discharge

- I. Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes, which shall be given to the driver in writing. The driver shall have the right to defend against any and all charges.
- II. The Board agrees to discipline drivers as appropriate to the offense ranging from verbal reprimands to termination/discharge. It is understood any disciplinary action taken against a driver might begin at any step depending upon the offense and prior driver record.
- III. Any driver may be dismissed, suspended or disciplined pending investigation and if the dismissal, suspension or disciplinary action is found to be without justification, the driver shall be reinstated with full back pay, full seniority rights and all fringe benefits that the driver would have earned during the dismissal or suspension period.
- IV. The Union, with specific written consent of the driver, shall have the right to review the contents of the personnel file of any driver within the bargaining unit, upon making the request to the administration of the Board. A driver, upon making request, shall have the right to review the contents of their own personnel files maintained by the Board. Such review of personnel files must be done in the Board of Education Office under the supervision of a designated school employee.

Article XXVI Grievance Procedure

- I. Definitions
 - A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.
 - B. The time elements in the steps can be shortened or extended by written mutual agreement between the parties.
 - C. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all holidays.
 - D. The failure of the Union to appeal a decision in writing to the next highest step level of the Grievance Procedure within the time limits prescribed in the Grievance Procedure, shall constitute a withdrawal of the grievance, and shall bar further action on the grievance, and shall resolve the grievance based on the answer given by the administrator at the previous step level of the Grievance Procedure. The failure of an administrator, at any step level of the grievance Procedure, to communicate the decision on the grievance in writing to the Union, within the prescribed time limits set forth in that step level of the Grievance Procedure, shall automatically move the grievance to the next step.

E. Any driver grievance or Union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date that it is reasonable to assume that the driver or the Union, as the case may be, first became fully aware of the conditions giving rise to the grievance, the grievance shall not hereafter be considered a grievance under this Agreement.

F. Immediate Supervisor for all drivers shall be defined as the Director of Operations.

II. Step One

- A. Any driver alleging a grievance shall discuss the grievance with their immediate supervisor and one representative from the grievance committee.
- B. If the Union Spokesperson/Grievant desires to continue processing the grievance, he/she shall:
1. Reduce the grievance to writing, citing alleged article and section of contract violation.
 2. Sign the grievance
 3. Deliver it to the Director of Operations within two (2) working days following the date of the meeting with the representative from the Grievance Committee.

III. Step Two

- A. The Union Spokesperson and the grievant shall meet with the Director of Operations to discuss the grievance within two (2) working days of its written submission to him.
- B. The Director of Operations shall give his decision in writing relative to the grievance within five (5) working days of the date of the meeting with the Union Spokesperson.

IV. Step Three

- A. Any appeal of a decision rendered by the Director of Operations shall be presented in writing to the Superintendent of Schools within five (5) working days from the date of the receipt of the Director of Operations' written decision.
- B. The appeal shall be in writing and state the reason why the decision of the Director of Operations was not satisfactory.
- C. The Superintendent of Schools or his designate shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following the date of the receipt of the appeal.
- D. The Superintendent of Schools shall give a decision in writing relative to the grievance within five (5) working days of the date of the meeting with the Business Representative of the Union.

V. Step Four

- A. If the decision of the Superintendent of Schools or his designate is unsatisfactory, an appeal must be presented in writing within five (5) working days from the date of receipt of the decision rendered by the Superintendent of Schools to the Board of Education.
- B. The written appeal must state the reason or reasons why the Superintendent of Schools' decision was unsatisfactory.

- C. The Board of Education or a committee of the Board of Education shall meet with a Business Representative of the Union at a time mutually agreeable to both parties, but no later than fifteen (15) calendar days from the date of the receipt of the appeal.
- D. The Board of Education shall give a decision in writing relative to the grievance within five (5) working days of the date of the Business Representative's meeting with the Board of Education.
- E. The Board and the Union shall not be permitted to insert in such arbitration proceedings, any grounds or to rely on any evidence, position, documents not previously disclosed to the other party or witnesses who have not previously testified.

VI. Step Five - Arbitration

- A. If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days, from the date of receipt of the answer given by the Board of Education, the grievance must be submitted to arbitration. If the parties cannot agree as to the selection of the arbitrator within five (5) working days from the date of written notification that arbitration will be pursued, he shall then be selected by the Federal Mediation Conciliatory Services (FMCS) or other mutually agreed to arbitrator.
- B. The Arbitrator, the Union, or the Board may call any person as a witness in any arbitration hearing.
- C. Each party shall be responsible for the expenses of the witnesses that they may call.
- D. The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto.
- E. The fees and expenses of the arbitrator shall be shared equally by the parties.
- F. The arbitrator shall render his decision within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- G. The arbitrator shall have no powers to interpret state or federal law.
- H. The decision of the arbitrator shall be final and conclusive and binding upon all drivers, the Board and the Union.

Article XXVII Inservice Training/CDL

- I. There shall be a minimum of eight (8) hours of in-service per school year and shall be the right of the Board. Drivers attending will be paid their hourly rate for the actual time in attendance. Those not attending will not be paid.
- II. The cost of all instructional classes and safety seminars that are required by Adrian Public Schools shall be borne by Adrian Public Schools. Drivers will be paid their normal daily rate plus mileage for out of town trips.
- III. Drivers that are trained for the handicap/wheelchair bus routes will have the cost of such training paid by the Employer.
- IV. Each driver must possess a valid CDL before transporting students, the cost of which shall be borne by the Employer.

- V. Drivers shall receive their Department of Education Skills Testing in accordance with PA 187 - August 15, 1990.

Article XXVIII Health And Safety Committee

Preamble

It is recognized that Health and Safety is a responsibility of both parties and it is both parties goal to cooperate in the monitoring, supervision, and reduction of potential health and safety hazards in the workplace. Further, the purpose of this committee is to act as an advisory unit and to make recommendations pertaining to identifiable and potential health and safety concerns when presented to the group by any driver.

- I. The Health and Safety Committee shall consist of two (2) representatives from the Union and two (2) representatives from the Board. The committee shall meet on a monthly basis to review health or safety rules and regulations, reported or potential hazards, written concerns/violations and any other items considered relevant to the health and safety of the drivers.
- II. The Health and Safety Committee shall appoint a chairperson from among the serving members, alternating between the Union and the Board each month. The chairperson has the authority to convene the full committee at anytime to address a written concern/violation submitted by a driver/Board representative. Should an unusual or extremely dangerous situation arise, the committee should be notified immediately, in writing, so action can be recommended.
- III. The Committee shall review the Board safety rules and regulations and make recommendations as appropriate. The Committee shall be responsible for suggesting Health and Safety in-service topics/programs to the Board.
- IV. The Committee shall be responsible for reviewing all State and Federal Health and Safety laws and providing the drivers with pertinent information pertaining to the transportation operation.
- V. The Committee's function is not to address grievable issues, but to work collaboratively toward improvement of the health and safety of the transportation operation.

Article XXIX Miscellaneous

- I. Drivers shall receive a copy of any maintenance request submitted upon completion of the job.
- II. Drivers shall have access to a copy of the weekly pre-trip inspection form.

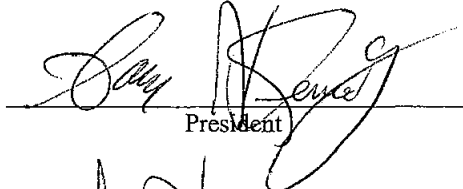
Article XXX Termination And Modification

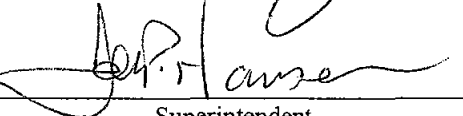
- I. This Agreement shall continue in full force and effect July 1, 2003 through June 30, 2007.
- II. If either party desires to modify or change this Agreement, it shall, ninety (90) calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- III. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, or to the Board.
- IV. The effective date of this Agreement is July 1, 2003.

- V. It is agreed there will be a wage reopener for the July 1, 2004-June 30, 2005 year with subsequent wage reopeners to be determined at that time.

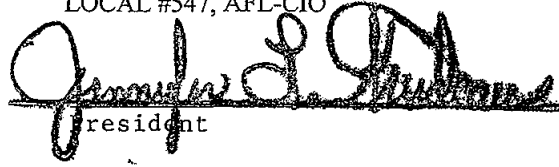
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

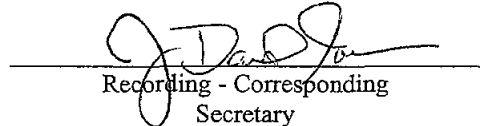
THE ADRIAN PUBLIC SCHOOLS


President


Superintendent

THE INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL #547, AFL-CIO


resident


Recording - Corresponding
Secretary


Business Manager

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