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**BEDFORD  
TRANSPORTATION  
ASSOCIATION**

**1995-98  
MASTER AGREEMENT**

*Bedford Public Schools*

2018

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**BEDFORD TRANSPORTATION ASSOCIATION  
MASTER AGREEMENT**

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## **AGREEMENT**

This Agreement made and entered into this first day of July, 1995, by and between Bedford Public Schools and dated at Temperance, Michigan, party of the first part and hereinafter termed the "Employer", and Bedford Transportation Association Michigan Education Association/National Education Association, hereinafter called the "Union".

**WHEREAS**, both parties are desirous of preventing strikes and lockouts and other cessation of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the employer, and of facilitating peaceful adjustment of all grievances which may arise from time to time between the employer and his employees; and of promoting and improving economic relations between the parties.

### **ARTICLE 1 - BOARD'S RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and invested in it by law, and all rights and prerogatives not exclusively limited by the term of this Agreement, and shall include, by way of illustration and not by way of limitation, the right to:
1. manage and control the school's business, the equipment, and the operations;
  2. continue its right of assignment and direction of work of all its personnel, determine the hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify, or change any work or business hours or days;
  3. the right to hire, promote, suspend, and discharge employees, transfer employees, assign job related work or extra duties to employees, the distribution of work, determine the size of the work force, and to layoff employees;
  4. determine the services, supplies, and equipment necessary to continue its operations and determine the methods and processes of carrying on the work;
  5. adopt rules and regulations;
  6. determine the qualifications of employees;
  7. determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, division or sub-divisions thereof and the relocation or closing of offices, departments, division or sub-division, buildings, or other facilities;
  8. determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;
  9. determine the size of the management organization, its function, authority, amount of supervision, and table of organization; and
  10. determine policies affecting the selection or training of employees.
- B. It is further recognized that the Board, in meeting such responsibility and in exercising its powers and rights, acts through its administrative staff.

### **ARTICLE 2 - RECOGNITION - AGENCY SHOP AND DUES**

The employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the employer of those classifications listed in this Agreement.

- A. Pursuant to, and in accordance with, all applicable provisions of Act 336 of the Public Acts of 1947, known as the "Hutchinson Act, as amended, the employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all regularly employed bus drivers and bus assistants, including those on probation.

- B. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.
- C. Membership in the Union is separate, apart, and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Union is required to, under this Agreement, represent all the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and are not only for members in the Union, and this Agreement has been executed by the employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement.
- D. In accordance with the policy set forth under paragraphs (A) and (B) of this section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees such payment shall commence thirty-one (31) days following the effective date or on the date of the execution of this Agreement, whichever is the later. For new employees, the payment shall start thirty-one (31) days following the date of employment.
- E. If any provision of this Article is invalid under federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.
- F. The employer agrees to deduct from the pay of an employee all dues and agency shop fees of Michigan Education Association/National Education Association and its Bedford Transportation affiliate. The Michigan Education Association/National Education Association portion of the dues and fees shall be forwarded to the Michigan Education Association/National Education Association, and the local affiliate treasurer. The Union shall present to the employer authorizations signed by such employees allowing such deductions and payments to be made.
- G. The Union will protect and save harmless the Board, each individual School Board member, and its agents from any or all claims, demands, suits, and other forms of liability including back pay, unemployment attorney costs, and all court ordered administrative agency costs, by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with this Article.

### **ARTICLE 3 - DISMISSAL, SUSPENSION, AND DISCIPLINARY ACTION PROCEDURE**

- A. Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee within five (5) working days. The employee, at his/her option, may notify the Union. Among the causes which may be deemed sufficient for dismissal, suspension, demotion, or other disciplinary action are the following:
  - 1. unauthorized or excessive absence from work;
  - 2. commitment or conviction of any criminal act;
  - 3. conduct unbecoming any employee in the public service;
  - 4. disorderly or immoral conduct;
  - 5. frequent and repeated garnishment of wages;

6. incapacity due to mental or physical disability;
  7. incompetency or inefficiency;
  8. insubordination;
  9. bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicating beverage in any degree whatsoever;
  10. neglect of duty;
  11. negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment;
  12. violation of any lawful regulation or order made by a supervisor;
  13. willful violation of any provisions of this contract;
  14. deliberate falsification of records and reports;
  15. conviction of a traffic violation while driving a bus;
  16. failure to pass state or federally mandated drug and alcohol tests; or
  17. violation of the District's smoking policy.
- B. All dismissals and suspensions shall be without pay. No suspension shall be effective for a period of more than ten (10) working days without prior approval of the Assistant Superintendent of Program and Personnel Administration.
- C. An employee may be dismissed, suspended, or disciplined pending investigation and discussion, and if the dismissal, suspension, or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, except where an arbitrator determines that a lesser award is appropriate, including litigation of damages.
- D. If the dismissal or suspension is sustained under the procedures outlined in the grievance procedure, the employee shall be deemed dismissed as of the date of dismissal or suspension.
- E. Any suspended employee shall leave the premises and shall remain away until such dismissal or suspension is lifted or cleared.
- F. In any case of dismissal, suspension, or disciplinary action, the employee, if he/she so desires, may request an investigation. This request must be written and presented within five (5) working days from the date of dismissal, suspension, or disciplinary action. Appeal from discharge or suspension must be heard within five (5) working days and a decision reached within fifteen (15) working days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) working days, the case shall then be taken up as provided in the grievance procedure.
- G. Letters of reprimand shall not be placed in the individual employee's files before a hearing attended by the employee and supervisor. A Union representative may be present if requested by the employee.

#### **ARTICLE 4 - GRIEVANCE PROCEDURE**

It is mutually agreed that all grievances, disputes, or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall be at no time any strikes, tie-ups of equipment, slowdowns, walkouts, or any other cessation of work through the use of any method of lockout or legal proceedings. Every effort shall be made to adjust controversies and agreements in an amicable manner between the employer and the Union.

- A. Should any grievance, dispute, or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

**Step 1**

The Union representative and/or aggrieved employee shall, within five (5) working days of the occurrence of any grievance, present that grievance in writing to the Transportation Supervisor. The Transportation Supervisor shall attempt to adjust the matter of his/her written response to the Union representative and aggrieved employee within five (5) working days after receiving notification that a grievance exists.

**Step 2**

If the grievance has not been settled at Step 1, it shall be presented in writing by the Union representative and/or aggrieved employee to the Assistant Superintendent of Program and Personnel Administration within seven (7) working days after the response from the Transportation Supervisor. The Assistant Superintendent of Program and Personnel Administration shall respond in writing to the Union representative and aggrieved employee within fifteen (15) working days after receiving the grievance.

**Step 3**

If the grievance is not settled at Step 2, either party may request the services of a mediator from the Michigan Employment Relations Commission within ten (10) working days of the date an answer was due in Step 2. Mediation shall not exceed twenty (20) working days from the date of the first mediation session.

**Step 4**

If the grievance is still unsettled, the Union may, within twenty (20) working days after Step 3 is completed, and by written notice to the other party, request arbitration. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator. The arbitrator so selected will hear the matter promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing, and will set forth his/her findings of facts, reasoning, and conclusions on the issue submitted.

- B. All grievances shall set forth specifically the act or condition or conditions and the grounds on which the grievance is based. If the grievance is claiming a breach of contract, the grievance shall set forth specifically the Article and Section of the contract which is deemed to have been broken.
- C. Should the Union fail to appeal a grievance within the time limits, the matter shall be deemed settled on the basis of the employer's last answer.
- D. The arbitrator shall have no power to add to, subtract from, or modify this Agreement, or to declare any provision of this Agreement illegal.
- E. The fees and expenses of the arbitrator shall be borne equally by the parties.

**ARTICLE 5 - SEVERABILITY AND SAVINGS CLAUSE**

If any Article or Section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event the Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the



parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions in this Agreement to the contrary. This provision is applicable except as may be modified by Public Act 112, which is presently on appeal.

#### ARTICLE 6 - BIDDING PROCEDURE

- A. Transportation unit members would return in the Fall to their same run (Spring) and bid hours. Within thirty (30) driving days, all routes shall be bid by seniority.
- B. All a.m., p.m., and Special Education runs shall be bid as posted to include thirty (30) minutes each day to do handbook chores by seniority. Kindergarten runs shall be posted and bid separately; such runs may only be taken in addition to regular runs. The local President shall be permitted to be present during the bidding procedure and shall receive copies of all runs as bid. All runs (including transfer runs) shall be finalized by the Transportation Supervisor within thirty (30) driving days after the actual start of school.
- C. After thirty (30) driving days any run which has been increased or decreased by fifteen (15) minutes shall be re-bid. Any regular driver or assistant affected by this re-bidding process has the right to bump according to seniority.
- D. Both parties agree no grievance may be filed regarding this bumping.
- E. All p.m. transfers shall be made by the a.m. driver whenever possible. Should this not be possible due to lack of time, the p.m. transfer shall be made by the most available driver.
- F. When a regular driver or assistant requests a leave for a period of twenty (20) working days, the run goes up for a temporary bid minus the kindergarten run if the driver has one. Another regular driver or assistant can only bid on this to better his/her time by fifteen (15) minutes or more. When the regular driver or assistant returns from leave, both the regular driver or assistant and the successful bidder will return to their original runs. The bidding under this clause will be expedited in every way possible. A regular driver or assistant who has bid on this temporary vacancy, and has received such assignment, shall not be eligible to bid on any other temporary opening, as described in this Section, until the regular driver or assistant returns to work.
- G. If a position is vacant due to illness of an employee for a minimum of one (1) year, such position shall, at the end of one (1) year, be posted for bid. When the driver or assistant who was on leave returns to work, such driver or assistant shall be placed in the position of the least senior driver or assistant until the next annual bid day or until a vacancy, new run, or temporary vacancy is available for bid.
- H. Regular drivers shall have the opportunity to substitute on kindergarten, transfer runs (by drivers at the same school), and parts of regular runs before a substitute. The drivers shall be paid their regular rate. All drivers wanting to sub such runs must personally sign the daily worksheet posted for each type of run no later than 7:15 a.m. The senior driver will be assigned to the run no later than 8:00 a.m. If a driver with a kindergarten or transfer run applies for a twenty (20) working day leave, the kindergarten or transfer run goes up for bid and is taken off the daily worksheet described above. Should a sub for a kindergarten or transfer run be required after 8:00 a.m., any driver, regular or sub, shall be assigned to that run.
- I. Drivers shall be excused from kindergarten, transfer runs, and/or parts of their a.m. and p.m. runs of their regular assignment necessary to complete a field trip.
- J. Drivers may be excused from their kindergarten or transfer runs and still be allowed to complete the remaining portion of their daily run.

- K. Regular drivers and/or assistants not otherwise scheduled to work shall have the opportunity to substitute all runs on paid holidays, unpaid days off, and during school vacation periods (summer, Christmas, Easter, etc.) before a substitute. The drivers and/or assistants shall be paid their regular rate of pay. All drivers or assistants wanting to sub on such days must personally sign the worksheet posted for such purpose. The senior driver or assistant will be assigned to the run. Should no regular driver or assistant be available, the Board may assign the run to a sub.

#### ARTICLE 7 - CLASSIFICATIONS

- A. A new employee shall work under the provisions of this Agreement, but shall be employed only on a forty-five (45) working day trial basis, during which period he/she may be discharged without further recourse, provided, however, that the employer may not discharge for the purpose of evading this Agreement or discriminating against Union members. After forty-five (45) working days, the employee shall be placed on the regular seniority list.
- B. The employer shall post a list of the employees and their bid times, arranged in order of their seniority, at the beginning of each fiscal year. This list shall be posted in a conspicuous place (bulletin board) at the place of employment within thirty (30) working days.
- C. "*Regular drivers and assistants*" shall be defined as those who have served a probationary period of forty-five (45) working days and who work all runs as contained in the job as bid. Probationary employees who are absent on scheduled work days, or who serve their probationary period in which their job is not operative, shall work additional days equal to the number of days that the employee was absent, or equal to the number of days that their job was not operative, and such employees shall not have completed their probationary period until the additional days have been worked.
- D. "*Substitute drivers*" shall be defined as drivers available to replace regular drivers if regular drivers cannot take a run. It is recognized substitute drivers are excluded from the unit. If a substitute driver has driven a bus for the Bedford Public Schools for more than fifteen (15) working days in a school year, and the employee is hired as a regular driver during that same school year, then the substitute driver will be required to serve a thirty (30) working day probationary period. During this thirty (30) working day period, the employee may be discharged without further recourse. After thirty (30) working days, the employee shall be placed on the regular seniority list. If a substitute driver has not driven for Bedford Public Schools for more than fifteen (15) working days, but is hired as a regular driver during that same school year, then the employee shall serve a forty-five (45) working day probationary period as specified in Sections A and C of this Article.

#### ARTICLE 8 - TRANSPORTATION SUBSTITUTES

The parties have mutually agreed to the following for bargaining unit substitutes:

- A. A bargaining unit substitute is defined as one who works ninety (90) days or more in the previous school year.
- B. A non-bargaining unit substitute is defined as one who does not meet the above definition. During this ninety (90) working day period, the employee may be discharged without further recourse as such employee is an at-will employee.
- C. A bargaining unit substitute's name shall be maintained on a separate list, entitled "Bargaining Unit Substitutes". Seniority commences and begins to accrue on the date the employee becomes a substitute bargaining unit member. Substitutes will be assigned to fill in for temporary vacancies and day-to-day absences of regular employees. Assignments shall be

made on a rotation basis unless emergency circumstances require a deviation. When the employer knows in advance that a regular employee will be absent for one (1) school week or more, then the assigned substitute shall remain in the job until the regular employee returns. A bargaining unit substitute is expected to be available for work and may not refuse to accept assignments. Additions to the rotation system will be made in order to meet the District's needs.

- D. Bargaining unit substitutes are not eligible to receive fringe benefits or paid leaves as contained in this collective bargaining agreement. The only exception to this Section is that bargaining unit substitute drivers will be granted a maximum of two (2) personal business days at three and one-half (3 1/2) hours subject to the conditions contained in Article 25 (Leave of Absence).
- E. When a permanent vacancy exists, and the bid procedure has been completed by the regular full time employees as per Article 6 (Bidding Procedures), then the bid shall be posted for any remaining vacancies to which bargaining unit substitutes may apply. The employee applying with the most substitute bargaining unit seniority shall be awarded the position.
- F. Bargaining unit substitutes will be paid the probationary rate as per Article 28 (Wages and Longevity) of the contract. That rate remains in effect until the employee is selected to fill a vacancy in accordance with Article 6 (Bidding Procedures) of this Agreement.
- G. If a sub driver is required to prep more than one (1) bus in a day, not counting field trips, the driver shall be paid actual time for the preparation of the additional buses, not to exceed fifteen (15) minutes.
- H. Substitutes employees hired after June 30, 1993, shall not be eligible for inclusion in this Agreement.
- I. This Article is applicable to all substitute employees hired prior to July 1, 1993, who will become eligible for inclusion, as substitute bargaining unit members, under the terms of this Agreement.
- J. Substitutes will no longer rotate runs every thirty (30) days or longer. Open runs available at the end of the bidding procedure shall be offered to the most senior substitute bargaining unit member. Runs of thirty (30) days or longer will be offered to the most senior substitute bargaining unit member. Substitute bargaining unit members so assigned will remain on the assignment until the return of the regular Transportation unit member.

#### **ARTICLE 9 - EQUIPMENT, ACCIDENTS, AND REPAIRS**

The employer shall first consider the personal safety of the employees in establishing operational procedures. Any employee involved in any accident shall immediately report said accident and any physical injury sustained to the Transportation Department. An employee shall report all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action. It is the duty of the employee, and he/she shall immediately or at the end of his/her shift, to report all defected equipment. Such report shall be made on a suitable form furnished by the employer and shall be made in multiple copies, one (1) copy to be retained by the employer and one (1) copy to be retained by the employee. Defects of any school bus or auxiliary equipment shall, as soon as observed, be reported to the Transportation Supervisor. A safety committee shall be composed of Union and employer representatives who will meet once a month, for the purpose of discussing safety and promulgating safety regulations with the understanding that the employer has the ultimate responsibility and shall make final determination on all matters of safety and safety rules. The local President will attend such meetings. It is the responsibility of the safety committee chairman to schedule the safety meetings.

## ARTICLE 10 - FIELD TRIPS

- A. All field trips will be posted, whenever possible, one (1) work day prior to the assignment period. Field trips will be assigned by rotating seniority during the assignment period of between twenty-four (24) and forty-eight (48) hours preceding take-off time (EXCEPT DURING HOLIDAY BREAK TIME). A driver must drive a minimum of forty-five (45) working days to be eligible for field trips.
- B. Any field trip once assigned cannot be turned back in except for personal illness or upon approval of the Transportation Supervisor or his/her designee. Any field trip turned back in shall be considered an emergency.
- C. An emergency is any field trip that cannot be assigned twenty-four (24) hours ahead of take-off time. This definition does not apply to any spectator bus since they are not confirmed until after the school lunch hour when ticket sales are stopped. Emergencies are not counted as a turn and you do not lose your place on the rotating seniority list.

No driver may be allowed more than one (1) emergency trip per year (July 1 to June 30) until all drivers have had an opportunity. The emergency list will be posted in the lounge.

In the event that a second emergency trip is assigned in error, the error shall be corrected. If the error is detected after the emergency trip is in progress\*, the driver taking the trip will be bypassed when his/her next regular field trip turn comes up.

- D. If a driver is absent on Friday, he/she will not be assigned a field trip that day for Saturday or Sunday. If the driver is absent on Friday, and already has a field trip assigned to him/her for Saturday or Sunday, it shall be the driver's responsibility to notify management by 1:00 p.m. Friday of his/her intention to drive the weekend field trip. Failure to do so will automatically cause the trip to become an emergency at 1:01 p.m.
- E. Field trips are trips other than transporting students to and from school.
- F. Field trip buses should not be overloaded, but limited to a safe capacity.
- G. All Bedford School District field trips driven in a passenger carrying vehicle which has a rated seating capacity of sixteen (16) or more shall be bid on by continuous rotating seniority by regular bus drivers with the following exceptions:
  - 1. basketball state tournaments;
  - 2. wrestling tournaments on weekends;
  - 3. cross country state tournaments;
  - 4. golf meets and tournaments;
  - 5. tennis matches and tournaments;
  - 6. girls' volleyball tournaments;
  - 7. girls' softball tournaments;
  - 8. state-sponsored track tournaments; and
  - 9. other field trips to be discussed by the Transportation Supervisor and the Association.

Other athletic teams or field trips will be transported with a regular bus driver. This Article does not prevent the Bedford Athletic Boosters from securing a commercial carrier or private vehicle to transport athletes on special occasions.

- H. Field trip cancellation
  - 1. Employees who receive advance notice of a field trip cancellation do not receive a minimum two (2) hour show up time, but shall receive the next unassigned field trip

provided he/she has signed.

2. Employees who report for their field trip, and the trip is then canceled, but the bus does not leave the point of departure, the driver shall receive a minimum time of two (2) hours show up and will be eligible for the next unassigned field trip provided he/she has signed.
3. Employees who report for their field trip and the bus leaves the point of departure with passengers, and then the trip is canceled, shall receive his/her driving time or a minimum of two (2) hours show up time, whichever is greater, but shall not be eligible for the next unassigned field trip.

I. The practice of posting in the lounge the name of the driver last assigned a field trip shall continue to be observed.

J. If it is established that a driver should have been assigned a field trip but wasn't, the assignment will be corrected by assigning the correct driver. If the error is detected after the field trip is in progress\*, the bypassed driver shall have priority in selecting the next available trip.

\*(relates to asterisk in paragraphs "C" and "J") A trip is in progress at the point in time the driver begins being paid for the trip.

K. Thirty (30) minutes shall be included in each field trip for the purpose of preparing and cleaning the bus.

L. If a field trip or a daily run is to return after 5:00 p.m., the driver or assistant will be allowed to park his/her car in the fenced area.

M. Hours worked on a field trip shall be included in the calculation of the forty (40) hours necessary for overtime.

N. Hours worked on a field trip shall be included in the calculation of the hours necessary for insurance.

O. If the driver is required to spend the night on a field trip, the driver shall not be paid for the hours between 11:00 p.m. and 7:00 a.m., unless he/she is required to drive or perform other duties. Additionally, during non-driving time, a driver may be required to perform duties related to the upkeep and maintenance of their bus and route.

P. Definition of Field Trip Down Time

1. When the transportation driver is not actually driving the vehicle.
2. When the driver is not responsible for the supervision or emergencies (either on bus or at respective site) of students.
3. Driver is not on down time when students/supervisor request to stop at a restaurant for a meal break.
4. Bus clean up time is paid at regular field trip rate (thirty (30) minutes).
5. During non-driving/down time, a driver may be required to perform duties related to the upkeep and maintenance of their bus and route.

Q. Field Trips (General Rate Information)

1. Year around in-District field trips (Monday through Sunday) - Drivers will receive regular driving rate (regular run rate and no down time rate).
2. From 6:00 a.m. to 4:00 p.m. (Monday through Friday) - Drivers will receive regular driving run rate for in-District and out-of-District with no down time rate.
3. From 4:01 p.m. to 6:00 a.m. (Monday through Friday) - Drivers will receive regular "field trip" rate for driving time and down time rate for out-of-District trips.
4. Field trip rate will be fifty cents (\$.50) less than the regular rate.
5. Saturday, Sunday, and Holidays - For out-of-District field trips, drivers will receive the field trip rate for driving time and down time rate for down time.
6. For out-of-District field trips only during the summer months (when school is not in session), the drivers will receive field trip and down time rate.
7. Split field trips will be eliminated.
8. The pay for field trips shall always be 50 cents (\$.50) less than the pay for regular runs.

R. Any field trip requiring the transportation of a wheel chair student, not directly accompanied by a classroom aide or health aide, will be assigned a bus assistant. Such bus assistants will be assigned on a rotating basis by seniority.

S. The Association and the District should discuss potential field trip problems in regard to the number of students per bus, size of passengers, equipment carried, length of trip, and authorized seating capacity of the bus.

Mutual concerns regarding these matters should be resolved in a conference with the Transportation Supervisor in advance of departure from the District. It was agreed that the safety of students is paramount in making decisions in this matter.

The suggested guidelines on field trips are as follows:

- Students in grades 7-12 shall travel two (2) persons to a seat.
- Students in grades K-6 shall travel three (3) persons to a seat.

Any combination of Senior High, Junior High, and/or Elementary students shall fall within the guidelines above.

**ARTICLE 11 - JOB OPENINGS AND TRANSFERS**

- A. If vacancies occur in the bargaining unit, employees will be notified of the vacancy or new position and will be given the opportunity to bid. The most senior applicant shall be granted the vacancy, provided he/she is qualified.
- B. Openings in the bargaining unit are to be posted no later than three (3) days after the Transportation Supervisor receives written notification that a bargaining unit member is leaving.
- C. At least two (2) weeks notice in writing will be required of any employee who may wish to resign, except in case of emergency.

## **ARTICLE 12 - PHYSICAL EXAMINATION AND TB TESTS**

- A. All bus drivers shall take a physical examination by a Board designated physician or a physician of their choice. If an employee chooses their own physician, they will be reimbursed an amount designated by the Board if the exam is not covered by their medical insurance. All bus drivers must provide evidence of passing their physical prior to the opening of the school year, prior to bidding or driving, and prior to employment in the case of a new bus driver.
- B. All employees are required to present to the Transportation Supervisor evidence of a negative X-ray or intradermal tubercular test once each three (3) years.

## **ARTICLE 13 - QUALIFICATIONS**

A person to be employed as a Bedford Transportation unit member must meet all of the legal criteria established by the State of Michigan including the rules and regulations issued by the Department of Education, and the rules and regulations as set forth by the Bedford Public Schools.

## **ARTICLE 14 - SENIORITY**

- A. Regular seniority shall be broken by discharge, voluntary quit, or request to return to the sub list.
- B. If, after the school year starts, it is necessary to eliminate a run or layoff a bargaining unit member, the District shall give fourteen (14) calendar days notice to the laid off bargaining unit member. The time notification is deemed waived if the school year has not started or if a school is closed.
- C. In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of recall to work, mailed to his/her last known address according to the records of the School District. In the event the employee fails to make himself/herself available for work at the end of said two (2) weeks, he/she shall lose all seniority rights.
- D. All extra trips are trips inside of the District and during school hours and will be assigned to the most senior driver or assistant.
- E. Reverse seniority shall be used when all bargaining unit members refuse a trip; the bargaining unit member with the least seniority must take the trip.
- F. Laid off bargaining unit members working as substitutes or temporary employees shall not be covered by any provision of this contract with the exception that preference shall be given on temporary vacancies prior to assigning a substitute. It is recognized that laid off bargaining unit members shall receive substitute wage rate and no benefits. Temporary vacancies shall be for no less than twenty (20) working days and may be extended for the period of time for which the leave that caused the temporary vacancy is granted.
- G. A bargaining unit member may accrue a career maximum of up to one (1) year seniority while on unpaid leaves of absence.

## **ARTICLE 15 - LAYOFF AND RECALL**

At the time of a reduction in force, the regular drivers and assistants shall be laid off in each classification by seniority. The least senior person in each respective classification will be laid off first.

Recall shall be in reverse order of layoff. The most senior person on layoff shall be recalled first in

his/her respective classification to a position for which he/she is qualified. No driver or assistant will be recalled to a position in a classification other than that from which he/she was laid off. This does not deny any employee the right to apply for a vacancy that may exist for which he/she is qualified.

In the event bargaining unit members have the same date of seniority, placement on the seniority list will be determined through a lottery drawing at which representatives from the Board and the Union will be present.

#### ARTICLE 16 - REPRESENTATION

- A. The Board recognizes the right of the Union to authorize representatives to investigate and present grievances to the Board and/or its representatives.
- B. If the employer agrees to meet during times when the Union's representatives are scheduled to work, for the purpose of negotiations or Step 2 and beyond of the grievance procedure, up to forty (40) hours per school year of released time may be granted to the Union. The employer must have twenty four (24) hours notice of the employees who will be attending the meeting and have sufficient substitutes available to cover the employees. No more than two (2) bargaining unit members for a grievance hearing, nor five (5) bargaining unit members for bargaining shall be eligible for this benefit. An employee is only eligible for compensation to the extent he/she misses scheduled working time.
- C. If any employee is sued in civil action as a result of any action taken by the employee within the proper scope of his/her employment, the Board will provide legal counsel and render all necessary assistance to the employee in his/her defense. In the event the accused is found negligent in a court of law, the employee shall be liable to the Board for any legal fees incurred in his/her defense which were not reimbursed to the Board from other sources. Should a negligent verdict of a lower court be appealed, the Board will assume no further legal obligations for legal fees incurred in the appeal until a verdict of not liable is handed down from the high court.

#### ARTICLE 17 - EMPLOYEE TRAINING

- A. All new bargaining unit members shall be trained by their supervisor or his/her representative. All new drivers shall participate in the Michigan School Bus Drivers Training School.
- B. All bargaining unit members assigned to work with medically fragile students will be provided necessary training for their performance expectations as necessary.
- C. The Board will pay for the cost of the renewal of the Commercial Driver's License and the initial Third Party Driving Test only upon successful passage by the bus driver.

New Commercial Driver's License	=	Forty-five dollars (\$45.00)
Commercial Driver's License Test	=	Seventy-five dollars (\$75.00)

#### ARTICLE 18 - GENERAL

- A. *"Visiting Privileges"*  
The employer agrees that it will allow the proper accredited representative of the local Union access to the premises during working hours for the purpose of policing the terms and conditions of this Agreement.
- B. *"Record Examination"*  
The employer may allow the proper accredited Union representative the right to examine the time sheets and any other records pertaining to the computation of compensation of any



employee whose pay is in dispute or any other records of the School Board pertaining to a specific grievance.

C. *"Use of Bulletin Board"*

The employees will be allowed to post notices pertaining to their organization on bulletin boards and these notices shall not be removed except by the representative of the employees. Notices will not be posted on bulletin board provided for student or teacher information.

D. *"Use of Telephone"*

The Board of Education does not permit the use of school phones for personal calls, either local or long distance, except in case of emergency.

E. *"Use of School Stationery"*

The Board does not permit the use of school stationery for personal correspondence. It restricts the use of postage for professional and school use and does not sell stamps for personal use.

F. *"General"*

1. All employees will abstain from the use of tobacco and alcohol, and from the use of profane and improper language while on duty, or at such time as such indulgence shall affect his/her job responsibilities. All employees will use due care and precaution for the protection while on duty and will allow no students to board or alight from the bus until the same comes to a full stop, and will report to the Transportation Supervisor all cases of improper conduct on the part of the pupils.
2. Smoking or the chewing of a tobacco product on Bedford Public Schools' property, and/or in Bedford Public School vehicles, on a structure or real estate owned, leased, or otherwise controlled by the Bedford School District, shall not be permitted at any time. The Board will provide free enrollment in a District-provided smoking cessation program for interested bargaining unit members.
3. Bus drivers shall not allow anyone to drive the bus or act as a substitute for them unless authorized to do so by the Transportation Supervisor and/or the Superintendent. This shall not be applicable in an immediate emergency.
4. Bus drivers shall not exceed a speed of fifty-five (55) miles per hour while transporting children on regular scheduled routes, and shall bring the bus to a full stop before crossing any railroad tracks. Bus drivers shall not exceed fifty-five (55) miles per hour on any out of town trips and must comply with all other bus driving regulations.
5. In those cases where traffic tickets have been issued, should a review of the incident disclose evidence of such ticket having been issued without due cause, the Superintendent, at the request of the driver, may recommend to the Board that legal counsel be retained in behalf of the driver.
6. Should a driver observe a highway vehicle in violation of traffic laws contrary to good safety practices established for the protection of children; such as, passing a bus with the flashing lights on, an attempt should be made to identify the vehicle through obtaining the vehicle license number. In cases of flagrant or repeated violations, this vehicle should be reported to the Transportation Supervisor who, if he/she deems it advisable, shall contact the owner directly, ask for a contact by the police, or in extreme cases, swear out a warrant.
7. The fee for a Commercial Driver's License endorsement on the drivers' licenses required by the State of Michigan for driving a school bus will be paid by the Board.

- G. *"Addendum"*  
Any addendum agreed to prior to negotiating this contract are null and void unless specifically included as a part of this contract.
- H. *"Lounge Key"*  
A driver taking a field trip which leaves or returns after the lounge is closed shall be issued a lounge key which must be returned with the driver's time sheet for that field trip. A driver who fails to return the key in this manner shall be charged three dollars (\$3.00) per day, not to exceed fifteen dollars (\$15.00) until such time as the key is returned. It is understood that the driver authorized such a fine to be deducted from his/her pay unless such fine is paid in cash.

#### **ARTICLE 19 - PAID LEAVES**

- A. *"Jury Duty"*: If an employee is called for jury duty, he/she will receive his/her regular salary during his/her jury service time. Any compensation received for jury duty, less travel or other expenses, shall be turned over to the School District. The employee must provide the Personnel Office with a statement from the court indicating the pay received for the time served.
- B. *"Bereavement Leave"*: A maximum of five (5) days for death in the immediate family shall be allowed and not charged to the employee's sick leave account. Immediate family shall be interpreted as father, mother, father-in-law, mother-in-law, husband, wife, child, sister, brother, daughter-in-law, son-in-law, or grandchild (children). A maximum of one (1) day for death of a grandparent, niece, nephew, brother-in-law, sister-in-law, or legal guardian shall be allowed. If travel time is necessary, permission must be secured from the Personnel Office before the employee leaves; the length of reasonable travel time shall then be determined.

#### **ARTICLE 20 - HEALTH AND WELFARE INSURANCE**

##### Section 1:

The employer shall provide those eligible bus drivers health insurance coverage equivalent to MESSA Super Care I. The School District reserves the right to select the insurance carrier or, if self insurance, the administrative service organization. Such health insurance coverage shall include the eligible immediate dependents of the bus driver.

##### Section 2:

- A. Any bus driver who has successfully completed their probationary period of forty-five (45) working days, with a seniority date of hire prior to November 1, 1968, shall be covered by the provisions of this Article regarding contributions by the employer to the insurance programs, provided such bus driver shall work at least twenty-four (24) hours or more per month.
- B. Any bus driver who has successfully completed their probationary period of forty-five (45) working days, with a seniority date of hire on or after November 1, 1968, shall be covered by the provisions of this Article regarding contributions by the employer to the insurance programs, provided such bus driver shall work at least forty-eight (48) hours or more in a month to be eligible for insurance benefits for that month. Paid sick time as defined in Article 24 (Absence - Sick Leave) shall be counted as time worked.
- C. Contributions for insurance benefits must be made for each week on each regular employee, even though such employee may only work part-time under the provisions of this contract (including paid vacations and weeks where work is performed for the employer).
- D. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this Article.

- E. In addition, for each eligible employee covered by this Agreement who is on the regular seniority list, the employer will pay, on behalf of such eligible employees, the weeks in June following the closing of school, the weeks of spring vacation, and Christmas vacation with no time worked; however, the employer shall not pay such weeks the employee is on leave of absence without pay.
- F. The employer will pay, on behalf of eligible employees, for the months of July and August, one-half the appropriate monthly contribution, only if the employee first pays one-half the monthly contribution during July and August. All employees desiring to continue their health insurance or dental/optical insurance through the summer months of July and August must sign the form provided by the Personnel Office no later than June 15. In the event the employee elects not to sign for continued coverage, they will automatically be dropped for the months of July and August.
- G. If an employee is granted a leave of absence, the employee shall pay, prior to the leave of absence being effective, sufficient monies to pay the required contribution for insurance benefits during the period of absence in order to remain covered.
- H. Employees on leave of absence shall be permitted to maintain coverage provided by this Article for up to one (1) calendar year, provided the employee arranges for premium payments at the group rate. Thereafter, the Board shall attempt to provide alternative coverage at non-group rates.
- I. If the School District is on a monthly prepaid insurance plan (as opposed to a post pay or self insurance plan) and the School District has already prepaid the premium for a month in which the driver fails to work twelve (12) hours a week for each week in that month, the driver shall not be obligated to reimburse the School District for such weeks of ineligibility. Should such absence continue into a succeeding month, the employee shall arrange advance payment of the monthly premium in order to remain covered. One (1) week credit for working shall be made toward that succeeding month's quota (a maximum of three (3) months premium subsequently meet his/her quota of work time for this month) and the School District shall reimburse the premium. Neither of the provisions in this subsection shall be applicable in the months of July and August. An employee who desires insurance must pre-pay such contributions as defined in "G" above.
- J. Provided the School District is on a self insurance or post pay insurance plan and the employee does not meet the twelve (12) hours per week minimum work requirement, then, if the driver is desirous of insurance benefits, the driver must, during the first month of leave, reimburse the School District for any week's contributions to the insurance plan. Should such an absence continue into a succeeding month, the employee shall arrange advance payment of the monthly premium in order to remain covered. One week credit for working shall be made toward that succeeding month's quota of work time for the month, and the School District shall reimburse the premium. Neither of the provisions in this subsection shall be applicable in the months of July and August. An employee who desires insurance must pre-pay such contribution as defined in "G" above.
- K. If a driver has exhausted all of his/her sick leave, the Board will continue to pay existing Board paid premiums for hospitalization for said driver for one (1) month. The driver must have returned and worked for no less than sixty (60) work days in order to be eligible for a second application of this benefit.
- L. Should the Board question the frequency of months in which an employee fails to meet hours quotas for insurance eligibility due to alleged health reasons, but remains covered

by insurance because of employer prepayments, the Board may direct the employee to be examined by the Board's physician. The physician's findings shall determine whether or not the employer shall continue to be financially responsible for making insurance premium prepayments for any month the employee is ineligible for the duration of the contract.

**Section 3:**

Notwithstanding anything herein contained, it is agreed that in the event the employer is delinquent at the end of a monthly period in accordance with the rules and regulations of the insurance provider and after the proper official of the local Union shall have given seventy-two (72) hours notice to the employer of such delinquency in the health and welfare payments, the Union shall have the right to take such action as it deems necessary until such time as delinquent payments are made, and it is further agreed that in the event such action is taken, the employer shall be responsible to the employees for losses resulting therefrom.

**Section 4:**

If an eligible employee elects not to take the health insurance coverage, the employee may choose one (1) of the following options:

- A. The Board shall provide dental coverage equivalent to Delta Dental Auto +008 and Vision coverage equivalent to MESSA Vision Care Plan 2.
- B. The Board shall provide fifty dollars (\$50.00) per month to the employee to be used for a mutually approved option: i.e., annuity, bonds, other MESSA/Michigan Education Association Financial Services option, etc.

**Section 5:**

The Board shall provide to eligible employees Term Life Insurance protection in the maximum amount of ten thousand dollars (\$10,000) (this maximum would include five thousand dollars (\$5,000) included in the MESSA Super Med I insurance coverage that shall be paid to the employee's designated beneficiary). The plan shall include accidental death or dismemberment. The Board shall provide to eligible employees Dependent Life Insurance protection in the amount of two thousand dollars (\$2,000) for the employee's spouse and one thousand two hundred fifty dollars (\$1,250) for each of the employee's dependent children.

**Section 6:**

The Board shall provide to the eligible employees a weekly accident and sickness benefit from the first day for accident or the eighth day for sickness for a maximum benefit period of fifty-two (52) weeks in the amount of eighty dollars (\$80.00) per week.

**Section 7:**

Employees on leave of absence shall be permitted to maintain coverage provided by this Article for up to one (1) calendar year, provided the employee arranges for premium payments at the group rate. Thereafter, the Board shall attempt to provide alternative coverage at non-group rates.

**ARTICLE 21 - OCCUPATIONAL DISABILITY**

Any employee covered by this Agreement who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the Board, may be employed in other work in the various departments of the school system at work he/she can perform, however, no employee shall collect Workers' Compensation wages and Board wages for the same period.

Employees injured on the job and sent home because of injury shall be paid for the remaining unworked hours of that day.

**ARTICLE 22 - WORKERS' COMPENSATION**

The employer agrees to cooperate toward the prompt settlement of employee's on-the-job injury and sickness claims when such claims are due and owing.

**ARTICLE 23 - HOLIDAYS AND INCLEMENT WEATHER DAYS**

The following holidays shall be paid for to drivers with no hours worked:

- |                  |                        |
|------------------|------------------------|
| New Year's Day   | Good Friday            |
| Memorial Day     | Labor Day              |
| Thanksgiving Day | Day after Thanksgiving |
| Christmas Eve    | Christmas Day          |
| Presidents' Day  | New Year's Eve         |

Assistants shall be paid for the following holidays:

- |                        |                  |
|------------------------|------------------|
| New Year's Day         | Good Friday      |
| Presidents' Day        | Memorial Day     |
| Labor Day              | Thanksgiving Day |
| Day after Thanksgiving | Christmas Eve    |
| Christmas Day          | New Year's Eve   |

Twelve (12) month drivers/assistants shall have the Fourth of July as a paid holiday provided more than half of the month of July is worked in full.

When Presidents' Day is used to make up a "grace day", the Bedford Transportation Association bargaining unit members will be paid straight time for working on that day and such hours shall not be used in the calculation of overtime. The eligible employees will receive holiday pay on the next regularly scheduled paycheck.

All bargaining unit members will be paid for any day during the school week that school is called off or closed for reasons of inclement weather. This policy shall apply providing the regular employee has worked the scheduled work day preceding or following the holiday or is on paid sick leave, and has been employed by the Board for a period of forty-five (45) working days.

An employee who is on an unpaid approved thirty (30) day sick leave shall be paid for the first holiday (one day) falling within the thirty (30) day period of absence without pay. These provisions shall be applied once each year, the year to be figured from the employee's seniority date.

When school is canceled due to inclement weather, employees shall receive pay only for actual time worked, except for those "grace days" designated by the law of the State of Michigan for in-formula Districts. "Grace days" are defined as those days when pupil instruction is not provided because of conditions not within the control of school authorities which can, nevertheless, be counted as days of pupil instruction. All other school days canceled due to inclement weather shall be considered as time off without pay. Employees shall report on days rescheduled due to the previously canceled inclement weather day and shall receive their pay for actual time worked.

At such time that changes in the law concerning "grace days" occur, the provisions of this Article are subject to renegotiation between the parties.

**ARTICLE 24 - ABSENCE - SICK LEAVE**

The following sick leave policy is applicable to the regular bus drivers and bus assistants covered by this

Agreement:

- A. An employee absent from duty due to personal illness or injury shall be paid full salary for the period of said absence covered by earned sick leave, upon request. Upon request of the employee, sick days may be frozen when an employee will be absent because of an illness of eight (8) or more days. The employee must inform the Personnel Office prior to the eighth (8th) day they are absent of their intention of freezing their sick days. In the event notification is not given, sick days will continue to be used.
- B. Sick leave is earned on the basis of one (1) day per month of employment provided the majority of the month is worked. Accumulated sick days/personal business days will be reflective of accrued bid hours. Accumulated sick days/personal business days will be changed in value from days to total hours. Effective January 1, 1996, all accumulated sick days/personal business days will be equivalent to current bid hours (i.e., 3 sick days times 4 hour bid rate equals 12 hours banked). Upon sick day/personal business day use, existing bid hours will be deducted/added.

Transportation employees must work the full month on a bid/temporary route to be credited with the higher bid hour.

- C. The number of days/hours of sick leave not used during the year shall be unlimited in accumulation.
- D. Upon retirement, drivers shall receive one-half (1/2) day's pay for each unused, accumulated sick day, not to exceed one hundred (100) days. Upon retirement, assistants shall receive one-half (1/2) day's pay for each unused, accumulated sick day, not to exceed fifty (50) days. Accumulated sick days/personal business days will be changed in value from days to total hours.
- E. An employee absent due to the critical illness of members of his/her family may charge a maximum of five (5) days against his/her accumulated sick leave. Family is defined as: father, mother, brother, sister, husband, wife, child, grandchild, son-in-law, daughter-in-law, mother-in-law, or father-in-law.
- F. Following request for a leave under these provisions, a medical certificate may be required by the Transportation Supervisor at the employee's expense as evidence of an employee's illness or injury.
- G. Sick leave shall not be disturbed in any of the following cases:
  - 1. absence on leave without pay;
  - 2. transfer from one classification to another; or
  - 3. employee recalled from layoff.

**ARTICLE 25 - LEAVE OF ABSENCE**

- A. Leave of absence without pay for other than sick leave may be granted subject to the availability of an adequate substitute. Written permission must be secured from both the employer and the local Union for said leave. The maximum leave of absence without pay shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both employer and local Union. Any such request should be made at least one (1) week prior to the date of anticipated absence and shall be in writing. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven illness or injury shall not result in the loss of seniority rights; however, accrual will be governed by Article 14 (Seniority). The employee must make suitable arrangements for

continuation of insurance coverage, if applicable, before the leave may be approved by either the employer or the local Union.

Transportation unit employees may not take an unpaid day other than in blocks of consecutive unpaid days. A block of unpaid days shall be defined as two (2) unpaid days or more. A maximum of ten (10) unpaid work days may be requested during a school year for vacation purposes. Leaves of absences of thirty (30) days or more will be reviewed for approval on an individual basis.

- B. The employer agrees to grant necessary and reasonable time off without discrimination or loss of seniority rights, without pay, to any employee designated by the Union to attend a labor convention, or serve in any capacity or other official business, provided forty-eight (48) hours written notice is given to the employer by the Union, specifying length of time off for Union activities; due consideration shall be given to the number of men/women affected in order that there shall be no disruption of the employer's operation due to lack of available employees.
- C. Leave of absence shall not be granted to any bus driver or assistant for employment other than by the School District.
- D. The parties agree there may be personal conditions or circumstances which may require a bus driver's or assistant's absence. The Board agrees to grant of maximum of two (2) days per school year with pay. Such days earned by regular drivers or assistants are not to be accumulated nor deducted from sick leave. Such days are to be used under the following conditions:
  - 1. Bus drivers and assistants must have one (1) year of seniority to be eligible for these days.
  - 2. This leave shall be used only in situations of urgency - for the purpose of conducting business which cannot be transacted on weekends, after driving hours, between bus runs, or during vacation periods.
  - 3. Bus drivers and assistants desiring to use such leave shall submit their application on the form provided by the Board to the Transportation Supervisor at least three (3) working days in advance of the anticipated absence, except in cases of emergency. In case of emergency, the employee shall apply as soon as possible.
  - 4. Such leave shall not be used for seeking other employment, rendering service or working either with or without enumeration for yourself or for anyone else, for religious purposes, for hunting, for fishing, for babysitting, or other vacation or recreational activities. It is further understood that such leave shall not be granted for the first day or last day of the school year nor on the work day immediately preceding or following a vacation period, unpaid leave of absence, or holiday.
  - 5. No less than one-half (1/2) personal business day may be used at one time.
  - 6. Unused personal business days shall be added to accumulated sick leave days at the end of each year.
- E. A regular employee on leave may return early provided three (3) working days notice is given to the Transportation Supervisor of his/her intention to return.
- F. Any driver or assistant having perfect attendance for the entire year (i.e., no absence chargeable against his/her earned sick leave and having taken no time off without pay) will receive one hundred fifty dollars (\$150). Assistants may apply the one hundred fifty dollars (\$150), during the following year, toward the purchase of life or dental insurance offered to eligible

Transportation unit members at group rates provided the Board's carrier permits same.

**ARTICLE 26 - REPAIR, BUS WASHING, EXTERIOR CLEANING OF BUSES, ETC.**

Any work other than bus driving and cleaning of bus interiors as allowed for in the thirty (30) minute service time, shall be performed by garage employees or others employed by the Administration to perform such work.

**ARTICLE 27 - RETIREMENT POLICY**

The Board will pay the Michigan retirement contribution.

**ARTICLE 28 - WAGES AND LONGEVITY**

**Wages**

	<u>Probationary Employees</u>	<u>Regular Runs</u>	<u>Field Trips</u>	<u>Down Time Rate</u>
1995-96	\$ 12.66	\$ 13.24	\$ 12.74 (\$.50 difference)	-\$2.00 (\$ 11.24)
1996-97	\$ 12.94	\$ 13.54	\$ 13.04 (\$.50 difference)	-\$2.00 (\$ 11.54)
1997-98	\$ 13.23	\$ 13.84	\$ 13.34 (\$.50 difference)	-\$2.00 (\$ 11.84)

**Bus Assistants**

1995-96	\$ 8.14
1996-97	\$ 8.32
1997-98	\$ 8.51

**Longevity**

Bargaining unit employees will receive longevity payments annually according to the following schedule, payable on their anniversary date.

15 years	\$150
16 years	\$150
17 years	\$150
18 years	\$150
19 years	\$250
20 years	\$250
21 years	\$250
22 years	\$250
23 years	\$250
24 years	\$350
25 years +	\$350



- A. If the Administration deems it necessary for assistants to temporarily ride the kindergarten bus at the start of the year to insure the proper training of kindergarten students, bus drivers who are available at this time will be selected on a seniority basis and will be paid the hourly rate for other assistant positions in the District.
- B. Drivers shall be reimbursed at the regular hourly rate for attendance at driver training schools held by or under the auspices of the Administration, college, or state, during the time school is in session provided the driver attends two (2) meetings or more and maintains his/her certificates from year to year.
- C. Pre-school training for new employees or past contracted employees who do not qualify for the operation and driving of all buses will be paid for at minimum wage for each.
- D. Four dollars and fifty cents (\$4.50) per hour will be allowed for meetings to disseminate general information or for safety purposes called by the Transportation Supervisor or the Superintendent. Attendance at these meetings is required. Notices of meetings will be posted five (5) days in advance to allow drivers to make arrangements to attend. Meetings will be limited to one and one-half (1 1/2) hours duration and no more than one (1) per month except in cases of emergency. Failure to attend these meetings may be considered an act of insubordination and disciplinary action will follow.
- E. On days when all students are dismissed for teacher in-service meetings, the Transportation Supervisor may schedule in-service meetings for bus drivers and assistants. Attendance is required and reimbursement will be five dollars and fifty cents (\$5.50) per hour.
- F. A driver or assistant who works only part of his/her regular run, a portion of his/her regular run having been canceled or reduced for that day and he/she is not assigned to another run, will be paid for his/her regular bid time. In the event the situation should occur which calls for part of his/her run to be canceled or reduced indefinitely, he/she will be paid his/her regular bid time for a maximum of five (5) days.
- G. Drivers and assistants shall be paid in fifteen (15) minute blocks according to the chart below:

0 - 7 minutes worked	No time allowed
8 - 22 minutes worked	15 minutes allowed
23 - 37 minutes worked	30 minutes allowed
38 - 52 minutes worked	45 minutes allowed
53 - 60 minutes worked	60 minutes allowed

The Transportation Department will have runs bid on the quarter hour.

- H. A minimum call in pay of one hour fifteen minutes (1 1/4 hour) including prep time will be paid to a driver assigned to only a single run in the morning. The same applies in the afternoon. A noon time kindergarten run shall be paid no less than one (1) hour.
- I. Drivers and assistants shall be paid up to sixty (60) minutes layover time between their elementary and their secondary run if the layover time exists.
- J. Drivers and assistants shall be paid for any non-clock hours spent in administratively required conferences with parents or administrators. A preliminary conference prior to a conference with a parent shall be held between the administrator and the drivers. This time does not apply to any time spent on Union business, bidding, or posting.
- K. To avoid lines around the time clock, drivers and assistants may punch in or out within five (5) minutes of the established time; however, this will not excuse tardiness.

- L. If a driver is required to prep more than one (1) bus in a day, not counting field trips, the driver shall be paid actual time for the preparation of the additional buses, not to exceed fifteen (15) minutes.
- M. The Bedford Public Schools and Bedford Transportation Association agree to the following understanding regarding "show up time" in an effort to resolve the problem, during the duration of this Agreement.

When school is canceled or delayed thirty (30) minutes or more prior to an employee's scheduled clock-in time, they will not be eligible for show-up pay.

When school is canceled or delayed less than thirty (30) minutes prior to an employee's scheduled clock-in time, those employees who report to work will be paid one (1) hour show-up time pay.

At the time the decision to cancel or delay school is made, the Transportation Supervisor will officially register such time by use of the time clock. Such official time will be utilized to calculate eligibility for show-up pay pursuant to the procedures set forth above.

#### **ARTICLE 29 - CONTINUING CONTRACT REVIEW**

##### Section 1:

The Board and the Union mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in an amendment hereto.

##### Section 2:

An implementation committee shall be formed for the purpose of reviewing the working effectiveness of the contract and to attempt to resolve problems that might arise in its implementation.


- A. The implementation committee shall be composed of no more than two (2) representatives of the Board appointed by the Superintendent and not more than two (2) representatives who have served as bargaining members of the Union.
- B. The implementation committee will meet as necessary or as requested by either party. These meetings are not intended to bypass the grievance procedure.
- C. All meetings between the parties will be scheduled to take place as promptly as possible, at times when the drivers involved are free from assigned responsibilities (unless otherwise mutually agreed).
- D. Each party will submit to the other, at least one (1) week prior to the meeting, an agenda covering what they wish to discuss.
- E. Failure to reach mutual agreement on any item discussed shall not constitute an unfair labor practice or be the basis for a grievance.
- F. Salary items shall not be considered under the terms of this Article.
- G. Items considered under this Article shall not be subject to the mediation or fact-finding procedures of Public Act 379.

Section 3:

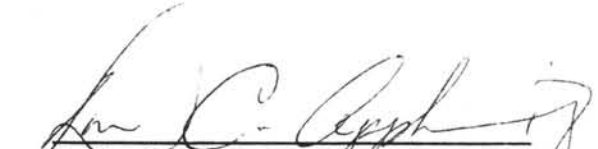
Should the efforts of the implementation committee result in a mutually acceptable amendment to this Agreement, then the amendment shall be subject to ratification by the Board and the Union.

**ARTICLE 30 - TERMINATION OF AGREEMENT**

This Master Agreement will cover the period of July 1, 1995 to June 30, 1998.

  
Bedford Board of Education


3/7/96  
Date

  
Bedford Transportation Association

3/22/96  
Date



# Personnel Memorandum

To: Doris Appling, Transportation Association President  
Trav Griffin, Uniserv Director, 3-D 

From: Duane L. Tucker, Assistant Superintendent of Program and Personnel Administration

Date: February 8, 1996

Re: Clarification and District Interpretation of Article XXIV - Leave of Absence (New Language Regarding Blocks of Consecutive Unpaid Days)

The following communication will attempt to provide clarity toward new contract language ratified by the Transportation Association and the Board of Education.

## Article XXIV - Leave of Absence (Old Language)

A. Leave of absence without pay for other than sick leave may be granted subject to the availability of an adequate substitute. Written permission must be secured from both the employer and the local union for said leave. The maximum leave of absence without pay shall be for thirty (30) days and may be extended for like period. Permission for extension must be secured from both employer and local union. Any such request should be made at least one (1) week prior to the date of anticipated absence and shall be in writing. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven illness or injury shall not result in loss of seniority rights, however, accrual will be governed by Article XIII, Section I. The employee must make suitable arrangements for continuation of insurance coverage, if applicable, before the leave may be approved by either the employer or the local union.

Add to Article A - New paragraph and Language

Transportation unit employees may not take an unpaid day other than in blocks of consecutive unpaid days. A block of unpaid days shall be defined as two (2) unpaid days or more. A maximum of ten (10) unpaid work days may be requested during a school year for vacation purposes. Leaves of absences of thirty (30) days or more will be reviewed for approval on an individual basis. **A letter will be composed by the District regarding short term/excessive transportation member absenteeism. This letter will be shared and distributed to the respective unit.**

Add to Article A - New paragraph and language.

The District will be flexible, compassionate, and understanding regarding the strict implementation of the above new contract language for the 1995-96 school year. Due to the late ratification of the Master Agreement, actual strict enforcement will be for the 1996-97 school year. The total support, effort, and help this year of the Transportation employees is much appreciated.

Secondly, some misunderstanding has emerged over the following. "A block of unpaid days shall be defined as two (2) unpaid days or more." Note that this does not force or mean that a driver/assistant must take two (2) consecutive days when actually taking off without pay one (1) day. This means that blocks of two (2) will count towards the ten (10) maximum unpaid work day total.

Please feel free to contact my office if you have any questions regarding the above. Thank you.

