

5913. .

6/30/2002

AGREEMENT

GULL LAKE COMMUNITY SCHOOLS BOARD OF EDUCATION

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

Local 547 - A, B, C, E, H - AFL-CIO

BUS DRIVERS

Effective July 1, 1999

through

June 30, 2002

Gull Lake Community Schools

AGREEMENT

THE GULL LAKE COMMUNITY SCHOOLS, Kalamazoo, Barry and Calhoun Counties, Michigan, (hereinafter called the "Employer") and the International Union of Operating Engineers, Local 547 (hereinafter called the "Union") agree as follows:

ARTICLE I

PURPOSE AND RECOGNITION

1.1 **Purpose.** Pursuant to the Michigan Public Employment Relations Act, MCL 423.201, *et. seq.*, the general purpose of this Agreement is to promote orderly and peaceful relations for the mutual interests of the public, the Employer, the Union, and the bus drivers and bus aides employed with the Employer by addressing the wages, hours and working conditions applicable to the bus drivers and bus aides of the bargaining unit.

1.2 **Recognition.** The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all regular bus drivers and bus aides employed by the Employer, but excluding supervisors and all other personnel employed by the Employer, including, but not limited to mechanics and individuals serving in substitute bus driver capacities. An individual regularly assigned to a regular run during both the morning and afternoon shall be considered a "regular bus driver."

ARTICLE II

MANAGEMENT RIGHTS

2.1 **Management Rights.** The Employer, on its behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities to manage, direct, and control the school district, as conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States or as normally reserved and exercised by employers, including, but without limiting the generality of the foregoing, the right:

A. To the executive management, administrative, and operational control of the school system and its properties and facilities;

B. To manage and direct the working forces, including the right to hire, promote, suspend, discharge and demote employees; transfer employees; assign work; determine the size of the work force and to lay off employees;

C. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operations, the means, methods, and processes of carrying on the work, including the institution of new and/or improved methods or changes therein;

D. To adopt reasonable rules and regulations governing the conduct of employees related to or having an impact upon the performance of their work assignments and the operation of the workplace;

E. To determine the qualifications of employees subject to the provisions of law.

F. To determine the number and location or relocation of its facilities, including the establishment or relocation of buildings, departments, divisions or subdivisions thereof, and the relocation or closing of departments, divisions or subdivisions, buildings or other facilities;

G. To determine all financial policies;

H. To determine the size of the management organization, its functions, authority, amount of supervision, and table of organization;

I. To determine, establish eliminate, change, alter or modify all bus routes runs, trips and/or stops to best serve and meet the school district's needs.

J. To determine, establish, change, alter or modify the hours and/or days which busses shall operate, and the duties, responsibilities, and assignments of bus drivers and bus aides with respect thereto, and the terms and conditions of employment applicable thereto.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of the judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Agreement, and then only to the extent such specific and express terms thereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States.

2.2 Cooperation. The parties agree to cooperate with one another in applying and implementing this Agreement. To this end, the Employer agrees that it will not lock-out the bus drivers during the term of this Agreement. Likewise, the Union agrees that it will not condone, nor will its members strike, engage in a slowdown, or in any other

manner attempt to disrupt school district operations during the term of this Agreement.

2.3 Jurisdiction. School district employees not covered by this Agreement may temporarily perform work otherwise exclusively assigned to bus drivers and bus aides in the bargaining unit for purposes of instruction, training, experimentation, or if necessary in order to maintain services during an emergency (unforeseen or uncontrollable events).

ARTICLE III

UNION SECURITY

3.1 Members of the Union. Each bus driver and bus aide covered by this Agreement shall, as a condition of employment, on or before sixty (60) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, either join the Union and pay Membership Dues, or in the alternative pay a Service Fee to the Union.

3.2 Service Fee. The amount of the Service Fee, which shall not exceed the maximum amount permitted by law, shall be equivalent to each employee's proportionate share of the cost of negotiating and administering the collective bargaining agreement, including employee representation, which share shall, for the purposes of this provision, be deemed to be not more than the regular monthly union membership dues uniformly required of employees who are members. If during the term of the Agreement it shall be determined by a court of competent jurisdiction that the foregoing amount is unlawful or inappropriate, the amount shall be modified to such amount as shall be lawful or appropriate.

3.3 Service Fee Designation. As an alternative to paying a Service Fee to the Union, the employee may elect to contribute his/her Service Fee amount to the "District Children's Fun" or the "United Way" provided, however, that if during the term of this Agreement it shall be determined by the State of Michigan Attorney General, or by a court of competent jurisdiction, that the contribution to either the "District Children's Fund" or the "United Way" is unlawful, then this provision shall be null and void and the obligation of such employee to contribute shall terminate. The election must be in writing, signed by the employee (a form is available at the administration building) and be delivered to the Assistant Superintendent with a copy to the Union President.

3.4 Employee Authorization. Each bus driver and bus aide covered by this Agreement may authorize payroll deduction for Membership Dues or Service Fees. The Union shall certify in writing to the Employer the authorized amount to be deducted monthly from each employee's pay. Such authorization shall continue in full force and

effect until revoked upon at least thirty (30) days written notice. Membership Dues/Service Fee payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from each covered employee's bi-weekly paycheck.

In the event a bus driver or bus aide does not authorize payroll deduction of membership dues or the service fee or make payment of either directly to the Union, the Employer shall, upon completion of the procedures contained herein, at the request of the Union and pursuant to MCLA 408.477; MSA 12.277(7), deduct the service fee from the employee's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal installments as nearly as may be made from pay check of the bus driver or bus aide.

The Union in all cases of mandatory service fee deduction pursuant to MCL 408.477; MSA 17.277(7) shall notify the bus driver or bus aide in writing of non-compliance. Said notice shall specify the non-compliance, provide ten (10) days for compliance, and shall further advise the bus driver or bus aide that a request for wage deduction may be filed with the Employer in the event compliance is not effected. If the bus driver or bus aide fails to remit the service fee or fails to authorize deduction for same, the Union may request the Employer to make the deduction. The Employer upon receipt of the request for mandatory service fee deduction from the Union shall provide the bus driver or bus aide with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bus driver or bus aide has remitted the service fee to the Union or authorized payroll deduction of it.

A bus driver or bus aide contesting the appropriate amount of the fee to be deducted, must exhaust the internal administrative procedures of the Union. When a bus driver or bus aide objects to the appropriateness of the amount of the service fee, the amount of the deduction contested shall be placed in an escrow account, as may be required by law, until a determination of the appropriate amount of the deduction has been made.

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

The Union will certify at least annually to the Board and at least fifteen (15) days prior to the date of the first payroll deduction for the services fees, the amount of said fees to be deducted and certify that said fees include only those amounts permitted by the Agreement and by law.

3.5 Submission of Dues/Fees. The Employer shall deduct the authorized Membership Dues/Service Fee amounts and shall transfer the total amount (with a list of employee names for whom deductions were made), to the Union's designee within fifteen (15) calendar days following the last pay period in the month.

3.6 Indemnity/Hold Harmless. The Employer shall not be required to withhold otherwise authorized Membership Dues/Service Fee amounts if: 1) the employee did not provide services to the Employer during the pay period, unless the employee was on a paid leave of absence or receiving sick leave pay pursuant to this Agreement; or 2) the employee earned insufficient pay during the pay period to provide at least a minimum wage(s) after accounting for other legally mandated deductions.

The Union agrees to indemnify and save the Employer harmless from and against any and all claims, suits, and/or any other form of liability that may arise out of or by reason of any action taken by the Employer in reliance upon or in compliance with the terms and provisions of this Article. In addition, the responsibility to refund to bus drivers amounts erroneously deducted from their pay pursuant to payroll deduction authorizations shall lie solely with the Union. The Union agrees to reimburse any bus driver for the amount of any Dues or Service Fee deductions which is by error in excess of the proper deduction, and agrees to hold the Employer harmless from all claims of excessive Dues or Service Fee deductions.

3.7 Employee Rights. The Union agrees to fairly represent all employees covered by this Agreement, regardless of whether the employee pays Union Membership Dues or a Service Fee. As such, the Union agrees to allow Service Fee payers the right to vote in any ratification vote pursuant to this Agreement.

3.8 Stewards. The employees covered by this Agreement may choose and be represented by two (2) stewards. Upon selection, the Union shall provide the Employer with written notification identifying the two stewards. Stewards will generally be the initial contact/conduit for Employer/Union communications vis-a-vis the Agreement. Upon reasonable request, and provided such request does not interfere with work, stewards (only one at any given time), will be permitted reasonable amounts of time to investigate and present grievances. One steward may attend collective bargaining negotiations without loss of pay, bonus, or incentive, provided the steward's work can be covered, and if the parties are unable to schedule negotiations during non-working hours.

ARTICLE IV

DRIVERS' RIGHTS AND RESPONSIBILITIES

4.1 Certification, License and Qualifications. Drivers shall, at all times, maintain a current Michigan Certification and License required for operating a school bus or transportation vehicle. Drivers must meet the qualification criteria set by the Employer (*i.e.*, knowledge, experience, performance, attitude, etc.), and be acceptable to both the Employer and the Employer's insurance carrier. The "Michigan Bus Driver's Manual" shall generally be followed regarding driving policies and practices.

4.2 In-Service Training. If the Employer determines that in-service training is necessary, those bus drivers and/or bus aides assigned in-service training will be compensated at their applicable hourly wage rates for time spent in such training. If the training program is not conducted on a school district site or in a school district facility, the District will provide either transportation to the site or facility of the training or mileage reimbursement for use of a personal vehicle to travel to and from the site or facility of the training from the bus garage will be provided by the District.

4.3 Licenses. The Employer will reimburse each regular bus driver for the cost of obtaining or renewing a school bus driver's license (CDL: Group B/Endorsement P)m except that if the employment relationship is subsequently terminated (other than by retirement), the Employer is authorized to deduct a pro-rata amount (license fee in relation to remaining time before license expiration) from the driver's last pay check. No deduction shall be made from the last pay check of a driver who is laid off.

4.4 Orientation. Prior to the first work day of each new school year, the transportation supervisor shall schedule and conduct an orientation meeting to be attended by all bus drivers and/or bus aides (all drivers will be notified in writing, post-marked no less than four (4) calendar days prior to the date of the orientation meeting). The transportation supervisor will review matters such as new and existing policies and procedures, rules (including safety rules) and regulations, including relevant rules promulgated by the Michigan Departments of State, Transportation, and Education, and shall review all routes and any route changes. As attendance is mandatory, bus drivers and bus aides will receive pay at their applicable hourly wage rates.

4.5 Accident Reports. Any driver involved in an accident while performing a school related function will immediately (unless prohibited by injury), notify the Transportation Supervisor. Within twenty-four (24) hours after the accident, the driver shall complete and submit to the Transportation Supervisor an accident report on the form available from the Transportation Supervisor. The accident report must be fully completed, and must include all facts relevant to the accident, any injuries suffered, any property damage, and must list the names and addresses of all witnesses to the accident.

4.6 Evacuation Drills. Each driver will conduct at least one evacuation drill every sixty (60) calendar days during the school year. Evacuation drills will be scheduled in coordination with the Transportation Supervisor, who will designate the location for the drill, and who will monitor the drill.

4.7 Pre-trip Safety Check. Prior to each route/run, etc., each bus driver shall complete a pre-trip safety check of his/her bus, including an under hood inspection. As part of each pre-trip safety check, each driver shall fully complete a "pre-trip safety check form," and shall submit the completed form to the Transportation Supervisor in the designated receptacle. If the pre-trip safety check discloses the need for maintenance, the driver shall complete a "work request form" and submit copies of the complete form to both the Transportation Supervisor and the Mechanics (receptacles will be designated).

4.8 Bus Starting, Fueling, and Cleaning. Until plug ins for warming diesel bus engines are installed, the Employer will be responsible for starting buses on mornings when the temperature is below 30 degrees Fahrenheit at 5:15 a.m. Bus drivers will be responsible for starting their assigned buses on all other occasions. The Employer will also be responsible for cleaning all buses before the beginning of each school year. Bus drivers will be responsible for fueling and, after the school year begins, cleaning the interior of their assigned buses.

4.9 Routine Cleaning. Each bus driver will sweep and clean his/her assigned bus as needed, and/or as directed by the Transportation Supervisor.

4.10 Jackets. The Employer will pay up to but no more than \$75.00 (inclusive of the cost of printing "Gull Lake Transportation" and a logo on the front of each jacket), to provide each regular bus driver and bus aide who has completed the probationary period, with a jacket. (One winter jacket every two (2) years and one (1) spring jacket every alternate two (2) years.)The jacket design selected must be of a good quality, be approved by a majority vote of all non-probationary regular bus drivers and bus aides, and meet the Employer's approval.

Jackets will generally be ordered no later than October 15, provided the drivers make a timely selection decision. Jackets are to be worn in such a manner as to reflect well on the school.

ARTICLE V

GRIEVANCE PROCEDURES

5.1 Objectives. It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation or application of this Agreement which has not been resolved through the use of normal administrative procedures.

5.2 Defined. A grievance is a complaint by the Union, on behalf of one (1) or more unit members or in its own behalf, concerning an alleged violation of a specific provision(s) of this Agreement. All grievances shall be adjusted through the Grievance Procedure provided in this Article.

5.3 Time Limits. In computing any time limits herein specified, Saturdays, Sundays, and holidays will be excluded. Unless extended by mutual written agreement, the time limits specified herein shall be the maximum time allowed. Failure by the Union or by an employee to file a grievance, or to advance a grievance, within the time limit specified shall bar the grievance and/or result in the grievance being settled on the basis of the Employer's last answer. Failure to comply with time limits on the part of the Employer shall permit the grievance to proceed to the next step.

5.4 Informal Adjustment. Prior to filing a written claim, the claimant shall first present the claim orally to the Transportation Supervisor. The request for the meeting with the Transportation Supervisor must be made within ten (10) working days after the date of the event, or within ten (10) working days after the date when the claimant reasonably should have known of the event. Upon claimant's request to the Transportation Supervisor, a steward may attend the informal conference.

5.5 Written Complaint. If the claim is not satisfactorily resolved at the "informal adjustment" step, the claimant shall have ten (10) working days from the date of the informal conference within which to file a written claim with the Transportation Supervisor, which claim shall include:

- A. An identification of the claimant(s);
- B. The facts upon which the claim is based;
- C. The applicable portion(s) of the Agreement allegedly violated;
- D. The specific relief requested;

ed to by the parties. Either
urt of competent jurisdic
te and/or enforce the decis
bear their own expenses
al of their respective cases
ees of the agency with wh
lly by the employer and th

E. The date of the complained of event, and the date the claim is submitted; and

F. The claimant's and a steward's signature.

The Transportation Supervisor shall provide a written reply within ten (10) days from the receipt of the written claim.

General Provisions.

A. Any adjustment of wages shall be made by the Union at any time, in writing, and will be binding upon the Employer.

B. A grievance procedure shall be initiated and processed in accordance with the Grievance Procedure, but shall be subject to the terms of this Agreement.

C. An employee who has been found abusive and/or harassing shall meet with the Employer for a discussion of the matter.

D. If mutually agreed upon, the Employer may refer a grievance to Human Resources for a step other than that provided in this Agreement.

E. Although a grievance may be filed at a step other than that provided, the Employer shall not relax any of the terms of this Agreement.

F. The termination of a probationary bus driver shall be in accordance with the terms of this Agreement.

5.6 Formal Conference. If the complaint is not satisfactorily resolved by the "written decision" step, the claimant may, within ten (10) working days from receipt of the transportation supervisor's written response, submit a copy of the written decision and a written request for a formal conference to the Director of Human Resources or his/her designee. The Director of Human Resources or his/her designee shall meet with the claimant, one steward, and the Union business representative within ten (10) working days after receipt of the written request for a formal conference. The Director of Human Resources or his/her designee shall submit a written decision to the steward within ten (10) working days after the formal conference takes place.

5.7 Mediation. If the complaint is not satisfactorily resolved by the "written decision" step, the claimant may, within ten (10) working days from receipt of the written decision, submit a copy of the written decision, a copy of the complaint and a written request for mediation to the Michigan Employment Relations Commission with a copy to the Board. A mediation session will be scheduled within ten (10) working days with the mediator assigned by the Michigan Employment Relations Commission. Additional mediation sessions may be scheduled by mutual agreement of the claimant, the Union and mediator.

5.8 Arbitration. If the grievance is not satisfactorily adjusted in mediation, the claimant may submit the grievance to arbitration by written submission to the American Arbitration Association or the Michigan Employment Relations Commission. The claimant shall submit simultaneous written notice to the Employer, within ten (10) working days of the mediation session. The arbitrator will be selected according to the arbitration procedure of the agency with which the grievance has been filed for arbitration. Upon the appointment of an arbitrator, the arbitration proceeding will be conducted according to the then current Labor Arbitration Rules of the American Arbitration Association.

The arbitrator's decision on the grievance shall, unless time otherwise specified, be final and binding upon the Employer, the Union, and any unit member(s) involved. The arbitrator shall base his/her decision solely upon the specific and express terms of this Agreement. The arbitrator shall not have authority to add to, subtract from, modify or vary the terms of this Agreement. The arbitrator shall render a final decision within thirty (30) days from the conclusion of the hearing, unless otherwise specified.

6.5 Layoff. In the event the Employer determines that it is necessary to reduce the number of bargaining unit employees, or to discontinue a position to which a bargaining unit member is assigned, or to reorganize a program; whether due to lack of work, reallocation of resources, change in institutional priorities, general or specific decline in student enrollment, efficiency or economy of operations, budgetary reductions, or similar reasons; the Employer agrees to provide the Union and affected drivers with as much advance notification as is possible under the circumstances. Any regular bus driver who loses his/her route/run due to layoff may, by making proper written request to the Transportation Supervisor within three (3) working days after being notified of the layoff, be placed on the sub-list, ranked in accordance with the seniority provisions of this Agreement.

6.6 Bumping. If a seniority employee is laid off pursuant to section 6.5, the employee will have the right to bump any less senior employee in the bargaining unit, provided that such laid off employee provides written notice to the Transportation Supervisor of his/her desire to bump within three (3) working days after being notified that he/she will be laid off. Bus aides cannot bump bus drivers. An individual who is bumped according to this procedure shall have the same bumping rights with regard to other bargaining unit positions.

6.7 Recall. A bus driver or bus aide who has been laid off will be eligible for recall for a period of twenty-four (24) months, commencing with the date of the layoff. Recall will be in inverse order to layoff to the next available assignment as a bus driver or bus aide. Bus aides are not eligible for recall to bus driver assignments.

6.8 Selection of Routes/Runs On Monday of the last full week before the school year begins, information on all routes/runs will be made available for bus drivers. By 10 a.m. at the bus garage. Prior to routes/runs being made available, the transportation supervisor will provide the Union an opportunity to provide the transportation supervisor with suggestions/input which may prove helpful to the transportation supervisor when finalizing the routes/runs.

Orientation (as set forth in §4.4) will be held on Thursday of the last full week before the school year begins. Posted new/vacant routes/runs will be awarded to the most senior driver signing the posting, and will be announced at the orientation. At the orientation, all vacancies created by the initial posting/bid process and any subsequently created vacancies shall be filled through the bid process to be conducted at the orientation meeting. Bus drivers assigned to drive or on an approved leave of absence during the meeting may authorize the union steward to bid upon any vacancy that arises during the bid meeting, in writing and signed by the bus driver. A bus driver authorizing the union steward in this manner shall be bound by the bid made by the union steward on the bus driver's behalf. If the information for any posted or vacated route/run is not made available by 10 a.m. on the Monday of the last full week before school starts, a vacancy arising in that route/run will be subject to a three (3) day posting period prior to being filled.

6.9 Major Changes. Once routes/runs have been set for the school year, any "major change" in a route/run occurring prior to September 30 shall result in that route/run being rebid in a bid meeting held by the end of the first full week of October. All vacancies created by filling the initial rebid route/run and any resulting vacancies thereafter will be filled at the rebid meeting in October. All changes resulting from the rebid meeting will be implemented on the same date no later than October 15. A "major change" is a change that involves an adjustment in the route's/run's pay and/or driving time of more than fifteen (15) minutes. Bus drivers assigned to drive or on an approved leave of absence during the meeting may authorize the union steward to bid upon any vacancy that arises during the bid meeting, in writing and signed by the bus driver. A bus driver authorizing the union steward in this manner shall be bound by the bid made by the union steward on the bus driver's behalf.

6.10 Route/Run Vacancy. Any vacancy in an a.m./p.m. regular pick-up and take home route and/or special runs, which arises during the school year, other than those subject to the rebid meeting in October, shall be posted for three (3) working days (until 3:00 p.m. of the third day). The route/runs will be posted separately for bids. A bid meeting will be held not later than five (5) working days after the posting. In order to facilitate changes to the assignments desired by the bus drivers as a result of a vacancy, all vacancies created by the initial posting/bid process and any subsequent vacancies shall be filled through the bid process conducted at the bid meeting called to fill the original vacancy. All changes resulting from the bid meeting will be implemented on the same date no later than five (5) working days after the bid meeting. The most senior driver bidding on the a.m./p.m. regular pick-up and take home route will be awarded the position and retain it from year to year until it is eliminated or becomes vacant. The most senior driver bidding upon a special run for which his or her a.m./p.m. regular pick-up and take home route is logistically available as determined by the transportation supervisor, will be awarded the special run and will maintain it from year to year until it is eliminated or becomes vacant. All resulting vacancies will be posted and filled in the same manner. All changes in route/run assignments will be determined prior to implementing any of the changes. All changes shall be implemented on the same effective date. A bus driver assigned to drive or on an approved leave of absence during the meeting may authorize the union steward to bid upon any vacancy that arises during the bid meeting, in writing and signed by the bus driver. A bus driver authorizing the union steward in this manner shall be bound by the bid made by the union steward on the bus driver's behalf.

6.11 Temporary Vacancy. Whenever it is determined that a bus driver in a double run position will be absent from his or her position for longer than five (5) consecutive work days, the a.m./p.m. regular pick-up and take home routes of the position will be assigned only among drivers with single run a.m./p.m. regular pick-up and take home positions. The temporary vacancy for the a.m./p.m. regular pick-up and take home routes shall be assigned as a package on a seniority rotation basis, beginning with the

most senior single run driver indicating his or her desire to participate in temporary vacancy assignments. The resulting vacant single run a.m./p.m. regular pick-up and take home route and/or vacant special runs need not be posted as temporary vacancies. It is acknowledged that substitute drivers may be used in the absence of any single run driver from his or her a.m./p.m. regular pick-up and take home route when he or she is absent, without assigning as a temporary vacancy. Notice of the bus driver's desire to participate in temporary vacancy assignments and to have his or her name placed on the temporary vacancy assignment list must be submitted to the transportation supervisor at the orientation meeting. A driver who declines to drive a temporary vacancy assignment for which he or she has indicated his or her desire to participate in temporary vacancy assignments, shall be charged with the assignment for rotation purposes as if he or she had driven the temporary vacancy assignment. If a driver declines to drive a temporary vacancy assignment for which he or she has indicated his or her desire to participate in temporary vacancy assignments on two (2) occasions without good cause, the bus driver shall be removed entirely from the temporary vacancy assignment list for the remainder of the semester. Any error in making temporary vacancy assignments will be corrected by assignment of the next available temporary vacancy assignments.

ARTICLE VII

DRIVING ASSIGNMENTS AND DEFINITIONS

7.1 Run. A "run" is the transportation of students by school vehicle to and/or from the student's curricular program.

7.2 Kindergarten Run. Any regularly scheduled run for the purpose of transporting Young-5 and Kindergarten students to and/or from the student's curriculum.

7.3 Route. This is a combination of one or more runs assigned to a single driver on a regular basis.

7.4 Shuttle Run. All extra runs between schools scheduled immediately before or after the driver's regularly scheduled run. Drivers from the originating schools will be assigned by seniority to such runs. All shuttle runs will be biddable at the beginning of each school year by seniority.

7.5 Trips. Trips for school sponsored activities or sports events fall into four categories: Day Trip; Evening Trip, Weekend Trip; or Holiday Trip. Any regular driver assigned to a regularly scheduled route, who has driven for the Employer for at least one school year, may place his/her name on any of the four trip lists. Trips scheduled for any week will be posted no later than Wednesday of the prior week. Trips will be assigned on a rotation basis, beginning with the most senior driver and proceeding by seniority through the entire rotation list. If a driver gives twenty-four (24) hours notice

that he/she is unable to take the assigned trip, the next senior driver who has not yet been assigned a trip will, if he/she can be contacted, have the option of accepting the aforementioned trip. If the driver cannot be reached, he/she will retain his/her place in rotation. If the driver has been given at least two (2) calendar days notice of the trip, and the driver refuses the trip, he/she will not be eligible for another trip until the following rotation cycle. However, if two (2) calendar days notice was not given, the driver may decline the trip without losing his/her place in the rotation cycle. Any error in making trip assignments will be corrected by assignment to the next available trip.

The foregoing seniority provisions shall not apply when trip notification is less than twenty-four (24) hours; in which case the Transportation Supervisor, although he/she shall make a good faith effort to follow seniority, will have the same time for two trips with conflicting times, then the driver may choose which trip he/she desires.

7.6 Special Runs. Are scheduled to run on a regular basis, and will be awarded pursuant to Section 6.10. No one driver will be entitled to more than one (1) special run. A special run would be Cheff Center, math, science, swimming, etc.

7.7 Drop-Off. A drop-off is an extra trip in which the drivers picks students up at a designated location (e.g., for an event), and returns the bus to the bus garage after transporting and dropping the students off at the designated destination (e.g., usually a school site). Consequently, the driver does not wait with the bus during the school sponsored activity, and therefore does not accrue non-driving pay.

7.8 Substitutes for Kindergarten, Special Runs and Special Ed. Any regular driver assigned to a regularly scheduled route, who has satisfactorily completed the probationary period, may place his/her name on a posted substitute run list to substitute on kindergarten runs, special runs and special education runs. Only drivers who have received the kindergarten run safety training provided by the Transportation Supervisor or his/her designee will be placed on the kindergarten run substitute list. Substitute drivers for kindergarten runs, and special runs will be called from the substitute list by seniority rotation. Special education runs will be called from the substitute seniority list.

Whenever it is determined that the regularly assigned driver will be absent from the run for an extended period of three (3) consecutive days or more, the driver assigned as the substitute driver will become the regularly assigned driver of the run until the absent driver returns. Otherwise, the substitute run will continue to be assigned by the seniority rotation of the substitute list.

However, if a driver on the substitute run list has a regular run at the same time a substitute is required for the kindergarten run, special run or special education run, that driver will be bypassed for assignment to the conflicting substitute run, but will

remain available for assignment to the next available substitute run that does not conflict with the driver's regular run, except when driving the substitute run instead of the conflicting regular run will result in an increase in the driver's work time of more than thirty (30) minutes. If a driver on the substitute run list who has been given at least twenty-four (24) hours notice of the available substitute run, declines to accept assignment to the substitute run offered through the substitute rotation list on two consecutive occasions, the driver's name shall be removed from the substitute list for the remainder of the semester in which the substitute runs were declined.

The requirements of this provision do not apply with respect to the assignment of a person to drive a substitute kindergarten, special run or special education run when the Transportation Supervisor has received less than twenty-four (24) hours notice of the absence of the regular driver. When the Transportation Supervisor has received less than twenty-four (24) hours notice of the absence of the regular driver, the Transportation Supervisor may assign the substitute run to any available and properly licensed person, provided that the Transportation Supervisor shall make a good faith effort to follow seniority first.

Any error in making assignments from the substitute list will be corrected by assignment of the next available substitute run.

7.9 Special Education. Recognizing that special education commitments, and therefore special education runs are constantly changing, the Employer will evaluate the special education drivers' hours immediately prior to the beginning of the second semester and, if the senior special education driver's hours have dropped on average five (5) hours per week below any other special education driver's hours, the Transportation Supervisor will alter the routes to ensure that the most senior special education driver's hours are higher than the hours of any other special education driver. Special Education drivers shall not be scheduled for extra trips which conflict with the drivers' special education run times.

7.10 Training of New Drivers. In the event that a driver is needed to train another bus driver, the Employer will post the need for three (3) working days. The senior Gull Lake regular bus driver signing the posting (who is available, and where the assignment would not result in overtime) will be awarded the assignment. If no such driver signs the posting, the Employer may utilize a non-Gull Lake driver to perform the required work.

7.11 Working Day. For purposes of this Agreement, "working day" will be defined as any day when school is in session.

ARTICLE VIII

LEAVE

8.1 Usage of Leave Time. Abuse or misuse of this Article will constitute good cause for discharge. A driver who fails to report to work upon expiration of an approved leave of absence will be considered a voluntary quit. A driver may contact the Transportation Supervisor regarding returning to work before the time set for expiration of an approved leave of absence. The decision to permit an employee to return early rests solely with the Employer. A driver on an approved unpaid leave of absence is considered to be on the inactive payroll and as such is not entitled to the benefits provided by this Agreement.

8.2 Unpaid Leaves of Absence.

A. **Disability Leave of Absence:** A driver who suffers a disability or illness which prevents them from working, including pregnancy, child birth or related medical conditions, will be granted a disability leave of absence for the period of actual disability, but not to exceed one hundred eighty (180) days from the date the leave commences. Before an unpaid disability leave of absence is granted, the driver will first be required to use any accumulated and unused paid sick leave time. The request for a disability leave of absence must be presented in writing to the Transportation Supervisor, and must be accompanied by a physician's statement to the Transportation Supervisor verifying the need for, and expected duration of, the disability leave. A disability leave of absence must be approved in writing by the Director of Human Resources and Operations. An employee who is able to return at the end of the approved leave of absence period, with a physician's certification that he/she is able to return to work (and listing any restrictions), will experience no loss of seniority during the approved leave period. An employee who is unable to return upon expiration of the approved leave will lose his/her seniority and cease to be a school district employee. The Transportation Supervisor will attempt to place a returning employee in his/her old position, or if this position is unavailable, in a comparable position.

B. Discretionary unpaid leave may be granted by the Director of Human Resources and Operations upon written request to the Transportation Supervisor in time of emergency.

C. **FMLA Leave.** Unpaid leave of absence of up to twelve (12) weeks in a twelve (12) month period shall be provided to eligible bus drivers and bus aides according to and in compliance with the Family Medical Leave Act and its implementing regulations. To be eligible for this unpaid leave the bus driver or bus aide must have been employed for at least twelve (12) months and for at

least twelve hundred fifty (1250) hours during the applicable twelve (12) month period and must meet any other eligibility criteria of the Family Medical Leave Act and its implementing regulations for the purpose of the unpaid leave provided. Paid leave available to the bus driver or bus aide under the terms of this Agreement and used by the bus driver or bus aide for the same purposes as the FMLA leave available, will be counted as part of the leave time available and used under the FMLA leave.

8.3 Paid Leaves of Absence.

A. Sick Leave: Upon completion of the probationary period each regular bus driver shall be credited at the beginning of the first semester with two (2) days of sick leave and the beginning of the second semester with three (3) additional days of sick leave. Sick leave shall be administered in accordance with the following guidelines, namely:

1. Sick leave may be used for any physical (e.g., pregnancy, communicable diseases, etc.) or mental condition which disables an employee from rendering services, but excluding any condition compensable by Workers' Compensation or resulting from other employment.

2. Sick leave shall be charged against work days only and shall cease to accumulate during such period when the employee is on an authorized leave of absence, or is not otherwise regularly providing services to the Employer.

3. An employee cannot use sick leave, and therefore cannot receive sick pay, during any time in which the employee is otherwise being compensated pursuant to Workers' Compensation laws.

4. If employment is terminated (except as set forth below regarding retirement), accumulated sick leave is forfeited/canceled and the employee shall not be entitled to pay for such time. If an employee has used more sick leave than had been earned at the time he/she leaves the school district's employ, the Employer is authorized to deduct the value of the unearned amount used from the Employee's final pay check.

5. Sick leave may be accumulated up to one-hundred (100) days for all employees except, an employee who after accumulating thirty (30) days of sick leave earns one (1) or more additional years of seniority pursuant to Article VI, may accumulate up to five (5) additional days of sick leave during such year(s).

a. If an employee has 15 years of uninterrupted service at the time of retirement, the employee shall receive (at his/her then prevailing rate of pay), full payment for ½ of his/her accumulated sick leave up to 100 days.

b. An employee who is absent on sick leave for five (5) or more consecutive work days may be required, at the Employer's discretion, to submit an appropriate physician's slip verifying the necessity of the leave.

B. Personal Leave. Personal leave shall be administered in accordance with the following guidelines, namely:

1. Personal leave shall be used only for business or personal obligations which cannot reasonably be scheduled outside of the regular work day. It shall not be used for other employment or the seeking of other employment or for social, recreational, vacation or other similar purposes.

2. Each bargaining unit employee shall be credited with two (2) days leave pay, which days shall not accumulate as personal leave days.

3. A request for leave shall be made at the earliest practicable time but in no event on less than seventy-two (72) hours notice, except in the case of an emergency.

4. The Employer shall not be required to grant leave on any one day to more than two (2) bargaining unit employees.

5. A request for leave may be denied if:

a. The Employer is reasonably unable to obtain an adequate substitute for the employee.

b. The number of employees applying is in excess of the number allowed.

c. The request does not comply with the leave provisions.

6. Any personal leave that has not been used by the end of the school year will be added to that employee's accumulated sick leave days. This will allow the employee's accumulated sick

leave days to exceed the maximum accumulation for only those unused personal leave days that are converted to accumulated sick leave under this provision.

7. Personal leave days cannot be taken in increments of less than ½ day, with the exception of drivers regularly assigned to kindergarten and special education routes/runs, who may take personal leave days in increments of not less than 1/3 day (equivalent to 1 of their 3 daily runs).

C. Funeral Leave: Upon completion of the probationary period, regular bus drivers will be permitted, upon written request to the Transportation Supervisor, up to three (3) days funeral leave which will be deducted from paid sick leave time. Such leave time will be granted for the funeral of an immediate family member, defined as: spouse, child, step child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandparent, or grandparent-in-law.

D. Jury Duty Leave: Upon being summoned for jury duty, the bus driver must promptly submit a copy of the summons to the Transportation Supervisor. The employee will thereafter be granted a leave of absence while serving as a juror. Upon submitting proof of jury duty pay, the Employer will pay the driver the difference between the jury duty pay and his/her regular wages. Any employee released from jury duty prior to noon on any scheduled work day, must report to the Transportation Supervisor for possible assignment for the remainder of the day.

ARTICLE IX

COMPENSATION

9.1 Basic Compensation. Bus Drivers and Bus Aides shall be paid at the designated hourly rate for all hours worked as follows:

	Effective <u>July 1, 1999</u>	Effective <u>July 1, 2000</u>	Effective <u>July 1, 2001</u>
Bus Drivers	12.75	13.10	13.50
Bus Aides	9.30	9.60	9.90

During the probationary period a bus driver or bus aide shall be paid at an hourly rate that is \$1.00 less than the designated regular hourly rate.

Regular double run bus driver positions will be scheduled for an average work day of at least five and one half (5½) hours of work averaged over the course of the regular five day work week. Regular single run bus driver positions and/or special education bus driver positions will be scheduled for an average work day of at least three (3) hours of work per work day averaged over the course of the regular five day work week. Kindergarten bus driver positions will be scheduled for an average of two (2) work hours per kindergarten run averaged over the course of the regular five day work week. All time worked while on regular run assignments and all other working time (e.g., pre-trip safety checks; bus starting; fueling; cleaning; etc.), other than time spent driving on trips, will be counted toward the guaranteed minimum. Time spent driving on trips is the only time which will not be counted toward the guaranteed minimum work hours.

9.2 Longevity: No later than June 30 of each completed school year, the drivers who qualify will be granted a stipend for driving a minimum of 178 days that year. The stipend will be paid as follows:

Five (5) years:	\$125.00
Ten (10) years:	\$150.00
Fifteen (15) years:	\$175.00
Twenty (20) years:	\$250.00
Twenty-Five (25) years:	\$300.00

9.3 Fifty Week Driver and Bus Aide Benefits.

A. The Employer currently employs one driver, who is a member of the bargaining unit, who regularly drives fifty (50) weeks per year. This 50 week per year driver (provided the driver remains in this position), along with her/his spouse, will be provided with health and dental insurance equal to that, and on the same terms as that received by the Employer's custodial employees (Employer's premium contribution is currently 95% for health and 100% for dental insurance).

The Employer also agrees that in addition to the paid holidays which the 50 week per year driver currently receives pursuant to Article IX 9.8, she/he will also (provided he/she remains in the 50 week per year position), receive an additional paid holiday on July 4th of each year.

B. The Bus Aide will receive \$150 per month for health insurance.

9.4 Over Night Trips. In the event that a driver is on a trip for twenty-four (24) or more hours, eight (8) hours will be deducted at the end of each 24 hour period. The Employer will reimburse the driver for authorized expenses (prior written approval)

incurred for sleeping accommodations on each over night trip.

9.5 Minimum Trip Time. All trips will be paid a minimum of two (2) hours. This includes drop-offs or one-way trips.

9.6 Notice of Trip Cancellation. When a notice of cancellation is not given before a driver arrives at work for a trip, the driver shall receive a minimum of one (1) hour at his/her applicable hourly rate for reporting to work when a trip has been canceled, and may take the next available scheduled trip.

9.7 Retirement Credit. Retirement credit will be earned and credited in direct proportion to hours worked (to the nearest 1/4 hour). A driver will therefore earn one (1) hour retirement credit for each hour of compensable working time (to the nearest 1/4 hour).

9.8 Paid Holiday. Regular bus drivers who drive a regular full time route or special education run will receive their regular compensation (providing they were not absent the last work day preceding and the first work day following the holiday) for the following holidays:

Thanksgiving Day	Christmas Day
Day After Thanksgiving	New Years Day
Christmas Eve Day	Memorial Day

9.9 School Bus Driver's Training. Training sessions will be determined by the Employer and attendance of bus drivers may be required. Employees required to attend such training sessions will be paid at their current hourly wage rate for the required time in attendance.

9.10 Kindergarten Orientation and Extra Help. Each kindergarten driver will be paid for one kindergarten run for the day preceding the first day of kindergarten for learning the route. Each kindergarten driver will be entitled to have a second driver to help assist students on the noon run to insure the safety of the students during the first two (2) days that school is in session. Helpers will be selected by seniority from the substitute kindergarten driver sign-up sheet and will be paid at their regular rate.

9.11 Snow Days. If school is closed on scheduled instructional days because of adverse weather or other emergencies and no bus service is required, bus drivers shall be paid for such days if the canceled instructional days will not be rescheduled.

9.12 Random Testing for Controlled Substances and Alcohol. It is the intent of both parties to comply with all Federal, State and local rules, regulations and policies regarding random testing for controlled substances and alcohol for employees required

to maintain a commercial drivers license. Due to the nature of scheduling and notifying effected school bus drivers, the Gull Lake Community Schools will compensate regular bus drivers a flat rate of 2 hours at the current rate for each random test required. This compensation is intended to cover both the employee's time and miles on their private vehicle. There shall be no other compensation expressed or implied by this Agreement.

9.13 Medical Exams/Tests. All drivers must present a statement from a certified physician ascertaining their fitness to driver prior to their taking out a bus. The Employer will arrange and furnish physicals at a particular time and place. Anyone not wishing to participate may take the responsibility to get his/her own physical at his/her own expense. Drivers who elect not to participate shall be reimbursed for the cost of such physical examination in an amount equal to that which the Employer pays its physician to perform Employer furnished physicals, except that probationary drivers shall not receive such reimbursement until the end of the year and providing the driver is still an employee of the school.

9.14 Recruitment Stipend. The employer will pay a \$1,000.00 stipend to current Gull Lake Community Schools bus drivers (this amount may be shared between two drivers i.e. \$500.00 each but no more than two) for recruiting a driver upon completion of the following criteria to the employers satisfaction:

The bus driver applicant (person recruited) must successfully complete the following:

- Work for the Gull Lake Community Schools for one full year (required student attendance days) from the first day of the 60 day probationary period (unpaid days absent do not count towards the accrual of the full year)

The employee and the successful applicant will be required to sign an affidavit stating that all conditions to earn the stipend have been met. The Transportation Supervisor will approve the signed affidavit.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 Use of School Facilities. Provided the Employer is not thereby required to pay another employee (i.e., to open or close buildings) for work outside that employee's regular work hours, the Union shall have the right, upon reasonable request, to use school facilities which are not otherwise being used, to conduct Union meetings.

10.2 Use of School Equipment. The Union shall be permitted the reasonable use of school typewriters, duplicating machines, copiers, and audio-visual equipment, provided that such use does not interfere with the Employer's use.

The Employer will designate one telephone in the garage for use by drivers. Drivers are not permitted to use the garage's alternate (non-designated) telephone without the Transportation Supervisor's permission. The designated telephone is to be used for school related business, and therefore must not be tied-up by personal telephone calls. Personal telephone calls should therefore be kept to a minimum. Personal long distance telephone calls charged to the School District are prohibited.

10.3 Tardiness and Absences. Drivers are to inform the Transportation Supervisor as soon as possible when they are to be absent to allow sufficient time to secure the services of a replacement. The Transportation Supervisor must be notified at least one (1) hour prior to the start of the driver's run, except in the case of an emergency.

In the event that a driver is tardy, the Transportation Supervisor may assign another driver to the run of the tardy driver. The run left as a result of the aforementioned action will be filled by a substitute driver or by the tardy driver if he/she arrives in time. In the event that all runs are filled when the tardy driver arrives, the tardy driver will not be paid for that run and will lose any other pay associated with the run.

Absences of a bus driver or bus aide for reasons other than approved absences under the paid leave provisions of this Agreement and under the unpaid leave provisions of this Agreement shall be unauthorized absences for which the bus driver or bus aide will be subject to discipline up to and including discharge.

10.4 Trip Absences. A driver who is scheduled to take an extra trip and who fails to provide the Transportation Supervisor with at least twenty-four (24) hours notice that he/she is unable to keep the scheduled trip will be dropped from the trip list on the occasion this occurs in excess of three (3) times in one school year. The driver will thereafter not be eligible to take trips until the next school year. In the case of proven illness or family emergency, disciplinary action will not be taken.

10.5 Discipline. The Union recognizes the Employer's rights to utilize disciplinary action when needed to maintain order and efficient operations. To this end, the Union recognizes the Employer's right to discipline and discharge employees who have satisfactorily completed the probationary period for good cause/just cause. Except in cases justifying a departure from progressive discipline, drivers engaging in misconduct shall be progressively disciplined as follows:

- Step 1. Oral Warning - the oral warning will be documented and placed in the driver's personnel record.
- Step 2. Written Warning - the written warning will be placed in the driver's personnel record.
- Step 3. Suspension - one to five day unpaid suspension at the Employer's discretion, based on the nature of the misconduct. The suspension will be documented and placed in the driver's personnel record.
- Step 4. Discharge.

Oral or written warnings that are more than one year old without repeated misconduct will not be considered for progressive disciplinary purposes. Disciplinary actions will not, however, be removed from the employee's personnel record, and may, even though more than one year old, be considered in those cases justifying a departure from progressive discipline.

10.6 Flexible Spending Account. The Employer will, for the duration of the Agreement, pay to the Michigan Employee Benefit Services, Inc. ("MEBS"), the administrative costs required to provide all regular buss drivers who have completed the probationary period with access to a Flexible Spending Account (i.e. Section 125 Plan). A Flexible Spending Account allows eligible employees to contribute pre-tax dollars to their Account, from which they can subsequently seek reimbursement for covered/eligible expenses (e.g. health care expenses, dependent care expenses, insurance premiums). The net effect is that covered/eligible expenses can be paid with pre-tax, as opposed to post-tax dollars, thereby providing a significant cost savings to the employee. For more information about Section 125 plans, eligibility, plan years and election dates, etc., please contact administration. Although this provides a brief explanation of Flexible Spending Accounts, the plan documents, as well as applicable law, will prevail and be controlling.

10.7 Video Cameras. The Transportation Supervisor will notify the appropriate driver before a video camera is installed on his/her bus.

10.8 Meetings. When a meeting called by and/or authorized by management requires a driver's attendance, the driver will be guaranteed a minimum of 30 minutes pay at the regular rate. If the meeting exceeds 30 minutes (calculated from when the meeting is scheduled to start), the driver will be paid at the regular rate from the time when the meeting is scheduled to start until the meeting concludes and the driver is dismissed.

ARTICLE XI

TERMINATION OR MODIFICATION

11.1 This Agreement constitutes the complete agreement between the parties and shall continue in full force and effect until 11:59 p.m. on June 30, 2002.

11.2 If either party desires to terminate this Agreement, it shall, not later than sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if either party giving a notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to contract anniversary dates.

11.3 If either party desires to negotiate modifications of this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of such intent, in which event the notice shall set for the nature of the modification(s) desired. In the event the Employer and the Union undertake such negotiations to modify this Agreement, it shall expire June 30, 2002, at 11:59 p.m., unless it is extended for a specific period by mutual written agreement of the Employer and the Union.

11.4 Notice of Termination or Modification Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to Business Representative, Local 547, International Union of Operating Engineers, and if the Employer, addressed to the Assistant Superintendent, Gull Lake Community Schools, or to any such address as the Union or the Employer may make available to each other.

11.5 If any provision of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relations of the parties hereunder. If any such provision or application is deemed null and void, the parties shall enter into immediate negotiations for the purpose of arriving at language in compliance with the law.

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed.

Dated: February 28, 2000

EMPLOYER:

UNION:

GULL LAKE COMMUNITY SCHOOLS

INTERNATIONAL UNION OF OPERATING
ENGINEERS - LOCAL 547

By: Murray M. Cooper
Murray M. Cooper, Ph.D.

By: By Schley

By: Michael J. Manor
Michael J. Manor, Ed.D.

By: Jennifer L. Hudson

By: David J. Schiebel
David J. Schiebel

By: J. David

S:\USERS\CAR\CGJ\2729\021600.agr