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HARTLAND

BUS DRIVERS' ASSOCIATION

MEA/NEA/MESPA

MASTER AGREEMENT

1998 - 2001

Hartland Community School

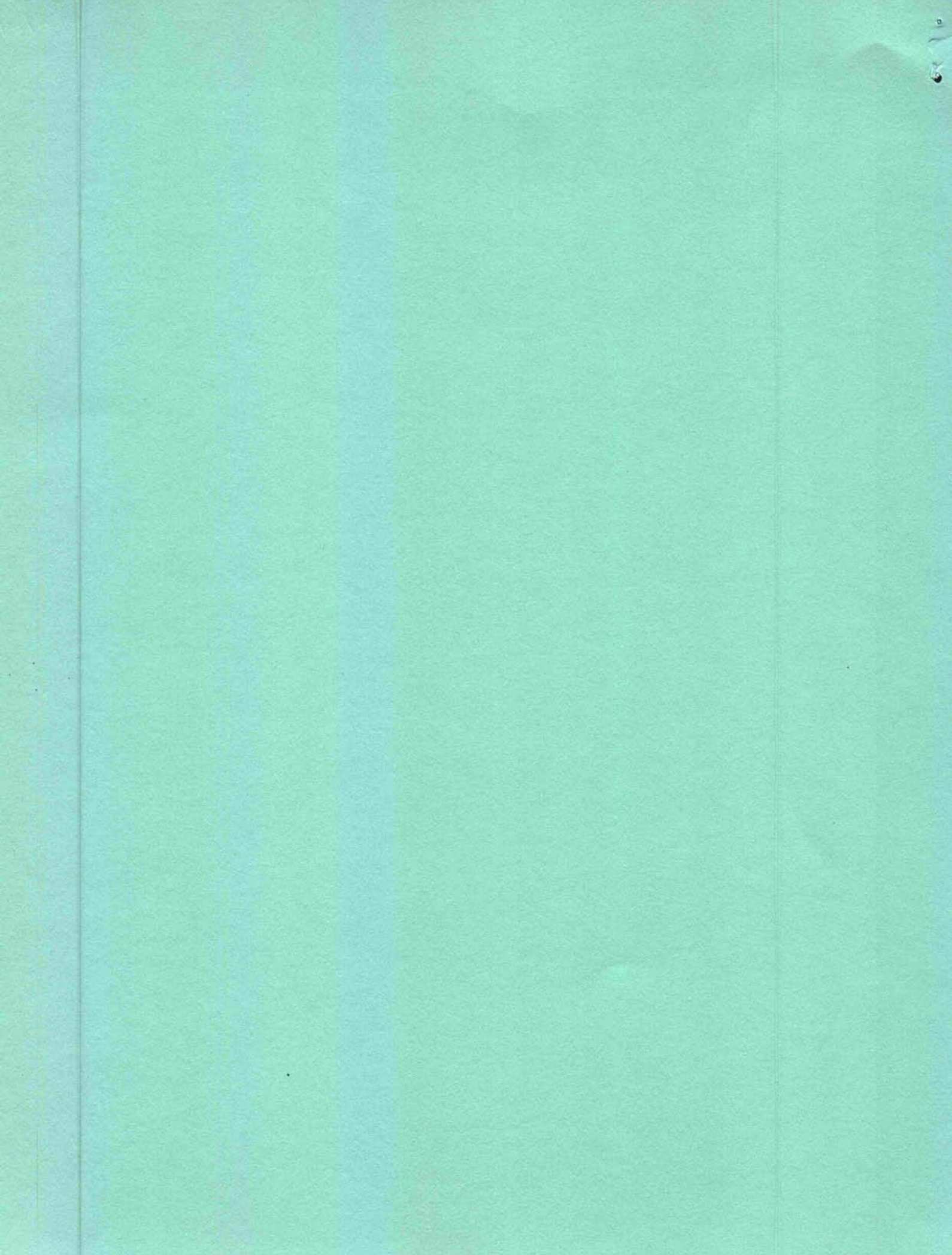


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This Agreement is entered into this 1st day of July, 1998 between the Board of Education of the Hartland Consolidated School District, Hartland, Michigan, hereinafter called the "Board," and the Hartland Bus Drivers' Association, affiliated with MEA/NEA, herein after called the "Association."

PURPOSE AND INTENT

It is the general purpose of this Agreement to promote the mutual interests between the Board and the Hartland Bus Drivers' Association affiliated with MEA/NEA and to provide for the operation of the Board's business under methods which will further to the fullest extent possible, the safety of employees, economy and efficiency of operation and avoidance of interruption of services.

WHEREAS, the Board under law, has the responsibility for establishing policies for the district, and,

WHEREAS, the administrative staff has the responsibility for carrying out the policies established, and,

WHEREAS, the parties to this Agreement have the responsibility for providing services and conduct consistent with all policies established by the Board, and,

WHEREAS, the Association employees have a responsibility for providing prompt and efficient services,

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

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all school employees in the appropriate bargaining unit, described and defined as:

All regular school bus drivers, excluding non-bargaining substitute bus drivers, supervisory and executive personnel, and all other employees not mentioned above.

B. Definitions:

1. Association: Whenever the term “Association” is used, it shall mean the Hartland Bus Drivers’ Association affiliated with MEA/NEA and shall include its designee upon whom the Association has conferred authority to set in its place and stead. Written notice shall be provided upon request of the Board.
2. Association Representative: Whenever the term “Association Representative” is used, it shall mean the employee(s) or agent designated by the Association to represent an individual or group of employees. Written notice shall be provided upon request of the Board.
3. Board: Whenever the term “Board” is used, it shall mean the Board of Education of the Hartland Consolidated School District and shall include its designee upon whom the Board has conferred authority to set in its place and stead. Written notice shall be provided upon request of the Association.
4. Employee: Whenever the term “Employee” is used, it shall refer to any member or members of the bargaining unit.
5. Employer: Whenever the term “Employer” is used, it shall mean the Hartland Board of Education.
6. Immediate Supervisor: Whenever the term “Immediate Supervisor” is used, it shall mean the Transportation Supervisor or his/her designee.
7. Superintendent: Whenever the term “Superintendent” is used, it shall mean the Superintendent of Schools and shall include the designee upon whom the Superintendent has conferred authority to act in the Superintendent’s place and stead.
8. Regular School Bus Driver: Whenever the term “Regular School Bus Driver” is used, it shall mean an employee, including those on probation, who are assigned to a regularly scheduled route.
9. Substitute Bus Driver: Whenever the term “Substitute Bus Driver” is used, it shall mean a regular school bus driver who is employed or assigned to drive a route temporarily.
10. Regularly Scheduled Route: Whenever the term “Regularly Scheduled Route” is used, it shall mean an established plan of daily transportation of students by school bus routinely performed during the school year.
11. Trip: Whenever the term “Trip” is used, it shall mean transportation of students or other persons on an ad hoc basis to special events, contests, exhibitions, etc.
12. School Bus: Whenever the term “School Bus” is used, it shall mean a school bus as defined in the School Code of 1976. (MCLA) 380.6(1)
13. Dispatcher: An employee employed in the bargaining unit by the Board to perform dispatching duties, (the duties and filling of the position will be consistent with past practice). The dispatcher position is a position separate and distinct from a driver position, but the employee may be required to drive.

ARTICLE II - BOARD RIGHTS & RESPONSIBILITIES

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 vested in it by the school code and the laws of the state, the Constitution of the State of Michigan, and/or the United States. Such rights, duties, etc., shall include, by way of illustration, and not by way of limitation, the right to:

- A. Hire and contract with such duly qualified drivers as may be required.
- B. The general care and custody of the schools and property of the district and to make and enforce suitable rules and regulations for the general management of the schools and the preservation of the property of the district.
- C. Establish and carry on such grades, schools and departments as it shall deem necessary or desirable for the maintenance and improvement of the schools.
- D. Make reasonable rules and regulations relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public schools of the Hartland Consolidated School District.
- E. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, method and processes of carrying on the work, unless specifically covered elsewhere in this contract.

In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of educational policies, the construction, acquisition and maintenance of school buildings and equipment, the evaluation, discipline, promotion and termination of employees; and the establishment of revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and the administrative staff shall be free to exercise all of its managerial rights and authority. The Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be limited only by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and Constitution and laws of the United States.

ARTICLE III - ASSOCIATION RIGHTS & RESPONSIBILITIES

- A. Association employees agree to uphold this Agreement, policies, rules and regulations and practices of the Board. Each employee accepts the responsibility for improving their skills and their relationships with their fellow employees and supervisors.
- B. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at any reasonable time that does not interfere with or interrupt normal operations.
- C. The Association, upon prior notification of at least 24 hours, shall be permitted reasonable use of school building facilities for Association business at reasonable hours, without charge, provided that no such permitted use shall interfere with the administration or operation of the school system. Upon advance notice to the Employer, the Association shall be allowed use of school district office and audio-visual equipment on school premises for Association business at times when such equipment is not otherwise in use and such use does not interfere with the administration or operation of the school system. The Association shall pay for the cost of all materials and supplies incident to such use and/or shall pay for any necessary repairs and maintenance required as a result of such use. The Association shall keep an accurate record of all materials used and submit it to the business office for billing. Notice shall be provided to the administrator or supervisor in charge when office and/or audio-visual equipment is to be used. The Association may use the district mail service and driver mail boxes for distribution of its business announcements and correspondence which does not interfere with the orderly operation of the school system.
- D. The Board agrees to furnish to the Association, in response to written requests, all available information concerning the financial resources of the district and other such information as will assist the Association in developing intelligent, accurate, informed and constructive positions on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint. There will be no removal of permanent records from school property.
- E. The Association agrees to supply all information which the Board requests to process any grievance or complaint.
- F. The Association agrees to abide by policies as may be established by the Board in regard to employment practices, including hiring, layoff, suspension, and discharge procedures for classified personnel.
- G. Nothing in this Agreement shall be construed to deny or restrict an employee's rights under the Michigan General School Laws or applicable civil laws.
- H. The Association may use up to ten (10) days each school year for release, eight (8) without pay, two (2) with pay, for employees who are officers or agents of the Association, for the purpose of attending to the business of the Association.

ARTICLE IV - ASSOCIATION DUES, FEES AND PAYROLL DEDUCTIONS

- A. Any bargaining unit member who is not a member of the Association/Union in good standing or who does not make application for membership within 30 days from the first day of active employment shall, as a condition of employment, pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy, provided however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided elsewhere in this Article (Paragraph I below). In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as herein provided, the Employer shall, at the request of the Association, terminate the employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

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

- C. The Association in all cases of discharge for violation of this Article shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Employer in the event compliance is not effected. If the bargaining unit member in question denies that he/she has failed to pay the service fee, then he/she may request, and shall receive, a hearing before the Employer limited to the question of whether he/she has failed to pay the service fee.

- D. With respect to all sums deducted by the Employer pursuant to authorization of the employee, whether for the Professional Dues or Representation Benefit Fee, the Employer agrees promptly to disburse said sums upon direction of the Association.

- E. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

- F. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such bargaining unit member no later than the next payroll date after all required documents are submitted and verified, and make appropriate remittance for MEFSA's MEA-sponsored programs (Tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any plans or programs jointly approved by the Association and Employer, to a maximum of five (5) deductions per pay beyond the standard deductions, provided that once such deduction is authorized, it shall be subject to change only at the beginning of each subsequent semester except those deductions required because of a loan through the credit union shall be accommodated. Only one such deduction shall be used by an employee for a tax sheltered annuity.
- G. Due to certain requirements established in recent court decision, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated 30 days following the Association's notification to non-members of the fee for that given school year.
- H. The Association agrees to indemnify and save the Board, and including each individual school Board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reasons of action by the Board for the purpose of complying with the discharge procedures of this Article, subject however, to the following conditions:
- The damages have not resulted from the gross negligence, misfeasance, or malfeasance of the Board or its agents.
- The Association, after consideration with the Board, has the right to decide whether to defend any said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
- The Association has the right to choose the legal counsel to defend any said suit or action.
- The Association shall have the right to compromise or settle any claim made against the Board under this section.
- I. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10)

months, beginning in September and ending in June of each year, not to exceed 20 deductions. Any employee who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth (1/10) of the yearly dues for each entire month he/she did not work, except where the failure to perform services during the month was the result of the employee taking paid leave provided for in this Agreement.

ARTICLE V - SENIORITY

- A. Employees shall, after fulfilling a probationary period of 90 calendar days, accumulate seniority in the bargaining unit from the first day the employee assumes the duties of employment. Substitute bus driver time shall not serve to satisfy the probationary period.
- B. The administration shall maintain a seniority list of all employees in the bargaining unit. The seniority list shall contain a listing of each employee's name, their date of hire, seniority ranking and current classification. Said seniority list shall be presented to the Association during the month of January of each year, and corrections will be brought to the attention of the administration within thirty (30) calendar days of receipt of the list by the Association. Employees hired after August 16, 1988 who assume their duties on the same day, shall be ranked on the seniority list in order of the first day of actual substitute driving. Should two persons start substitute driving on the same day, they shall draw straws to determine placement on the seniority list. If neither employee has subbed in the district, a drawing will be held to determine placement on the seniority list. Employees' hired prior to August 16, 1988 shall be ranked according to their placement on the published seniority list in effect August 16, 1988. In the event of ties which develop as a result of loss of seniority, ranking shall be determined by giving the highest seniority ranking to the employee who was senior according to the previous seniority list.
- C. Seniority is lost only by the resignation or discharge of the employee.
- D. Seniority shall accrue based upon years of continuous employment from the employee's last date of hire. Time on leaves of absence or layoff shall not constitute a break of continuous employment. Time on leaves of absence other than for medical reasons (greater than 30 calendar days) shall not accrue seniority, beginning with the 31st day of absence. Time on layoff shall continue to accrue seniority.

ARTICLE VI - DISCIPLINE OF EMPLOYEES

- A. An employee, upon request, shall be entitled to have present an Association representative when the employee is being disciplined or questioned regarding a matter for which there is reason to believe that disciplinary action against the employee being questioned may result for any infraction of rules or delinquency in performance.

- B. Employees shall not be discharged, disciplined, reprimanded, reduced in rank, or compensation without just cause. This entails implementation of progressive discipline. Any such action asserted by the Board or representative thereof shall be subject to the grievance procedure. An employee found to have been discharged without just cause shall be reinstated. No employee shall be disciplined in the presence of students or other employees. All information forming the basis for disciplinary action shall be made available to the employee and the Association.
- C. The provisions of this Article shall not apply to employees while fulfilling the 90-calendar day probationary period.
- D. When the Employer becomes aware of an incident or receives a complaint regarding an employee which may result in disciplinary action against the employee, the employee will be notified within five (5) work days of receipt of the information or complaint that the incident or complaint is under investigation.
- E. Written documentation of any reprimands or warnings will be expunged from the employee's personnel file after a two (2) year period of time during which the employee has not violated the same work rule or been delinquent in performance of work duties in the same manner for which the reprimand or warning was given. The record of any disciplinary action taken against an employee found to be unjustified, shall be expunged from the employee's personnel file.

ARTICLE VII - ROUTE AND TRIP ASSIGNMENTS

A. Route Assignments:

1. **Route Selection Meeting:** During the summer preceding each school year, two (2) drivers designated by the Association shall be employed to assist in the development and design of routes for the ensuing school year. A route selection meeting will be held before the week beginning the new school year on a date mutually agreed by the parties, not later than the last day of the school year, for selection of regularly scheduled routes by seniority. All regularly scheduled routes in operation, including estimated times, which includes preparation time, as defined in Article XIII, 2.A. shall be posted for selection not later than the Friday preceding the route selection meeting. The most senior employee shall have first choice of assignment to a regular scheduled route. Selections shall continue in order of the next most senior employee until all regularly scheduled routes have been assigned.

Approximate student print-out will be provided at the route selection meeting. It will be the responsibility of each driver to update these print-outs before the re-bidding process.

Drivers will be paid up to three hours pay for attendance at the annual mandatory route selection meeting. Pay will be for the Supervisor's meeting, route selection and other duties. After the supervisor's meeting, once a driver has selected a run they may be excused by the supervisor and will sign out for pay purposes. Driver attendance after three hours, to select a route, will be voluntary and without pay.

2. There shall be no bumping of routes during the school year, unless expressly stated elsewhere in this Agreement. However, when a regularly scheduled route becomes vacant or newly established route is created during the school year, a written notice of such vacancy shall be posted for a period of at least three (3) working days before it is filled. The most senior eligible employee applying for the route within the specified posting period shall be awarded the route for the remainder of the school year. A vacancy shall be filled within 30 days, if a qualified driver is available. Employees shall be eligible for only one (1) such change per school year. Vacancies which result from an employee being awarded a route change pursuant to this provision shall be posted for a period of at least three (3) working days and awarded on the same basis as the initial vacancy, and all route changes shall not be effective until the entire chain of changes has been determined. In the event a driver subsequently declines the awarded route prior to implementation, the route will be awarded to the next senior bidder and any vacancy resulting will be posted, continuing the procedure until the entire chain of changes has again been determined. Until the effective date of all route changes, the initial vacancy may be filled by a substitute bus driver.

An employee whose route is eliminated or downgraded during the school year by a reduction of 30 minutes or more of driving time shall be allowed to bump any driver with less seniority in order to be assigned a route. A route which is increased by thirty (30) minutes or more of driving time shall be open for bid to more senior drivers. The driver bumped, in turn, may bump any less senior driver in order to be assigned a route. Route changes shall not be official until the entire chain of changes has been determined. Changes occurring prior to re-bidding will not be bid until the last Friday of the first full two-week pay.

3. The Board reserves the right to make any changes in routes, stops, length and number of runs and routes as necessary, for the efficient operation of the transportation system in order to meet requirements and/or needs of the district. The district shall determine which buses are not to be assigned for use on the regularly scheduled routes prior to the route selection meeting in August. Buses to be utilized shall be assigned by seniority preference of the employees at the same time that the employee selects his/her route. New equipment scheduled to arrive after the start of the school year may be bid by a driver, provided that the driver will be expected to drive the "to be replaced" bus in the interim. New equipment must be retained by the driver for the duration of regular service. Used equipment must be retained for two years. Equipment that has been vacated, will be bid on as it becomes available, by any driver to update their equipment, regardless of how long they have had their current equipment. Vacated equipment of less than two (2) years, shall be considered new equipment and must be retained by the driver for the duration of its regular service. Whenever a bus that has been withheld from bidding is returned to service, the previous driver assigned to the bus shall be given first refusal to be assigned to that bus, regardless of seniority. The Employer shall determine the assignment of all buses other than 60-70 passenger buses.
4. In an emergency, the Transportation Supervisor may place an employee on temporary assignment of up to 25 working days in a vacant or newly established route. In the event that it is not mutually agreeable to extend the temporary assignment, the employees shall revert to their former route.
5. All passenger transportation for the school district shall be done by bargaining unit employees except as follows:
 - a. Privately owned or leased vehicles provided by volunteers without additional compensation for the driver.

- b. School-owned or leased vehicles other than buses or vans carrying less than nine (9) passengers on trips without additional compensation for the driver.
 - c. Transportation Supervisor or bus mechanics on an ad hoc basis.
 - d. Non-bargaining unit substitute drivers when substituting for an absent bargaining unit member.
6. The route of a driver who is granted a leave of absence which will result in his/her absence of ninety (90) or more work days in the school year shall be posted as a vacancy and bid according to the procedures of sub-section 2 hereinabove.
- a. An employee who is unable to drive due to a doctor's statement, will be granted a medical or workers comp leave. Upon the employee's return to work with his/her doctor's medical or workers comp release to resume driving, the employee shall resume the package he/she was previously assigned or selected through the bidding process. The employee's bus that was assigned at the time the leave began, shall be returned to him/her upon his/her return to work, as long as this occur during the same school year.
7. Any driver who is unable to attend the route selection meeting may execute a written authorization or power of attorney to any person to act on their behalf in the selection of routes. Should no one be empowered to act on another employee's behalf, the absent employee shall be assigned the last route available at the route selection meeting. The employee must notify management by the second business day after the route selection meeting or the employee will be considered to abandon their rights for a position.
8. Employees who are not assigned a route in the route selection meeting because they choose not to bid, may be assigned available routes by the Employer.

B. Trip Assignments

1. Employees will be offered trips on a seniority basis. An employee may be bypassed for a trip assignment if the trip would cause the bus driver to exceed 40 hour in the same work week unless overtime rates would otherwise be paid regardless of exceeded 40 hours in the work week. A roster will be maintained by the transportation office for this purpose. Inasmuch as practical, trips will be assigned each Friday for the coming week. An employee refusing a trip will not be eligible for another trip until his/her name is reached in sequence on the Field Trip Roster. If an employee is ill on the day of an assigned trip, their inability to take the trip will not be counted as a refusal. Three (3) consecutive refusals on the Monday through Friday Roster will cause the employee to be eliminated from the Field Trip Rosters for the remainder of the semester. Employees must be given 48 hours' notice in advance of a trip assignment. When there is less than 48 hours' notice, driver will not be by-passed regardless of hours worked, also refusal will not change the employee's place on the roster. Employees cannot trade trips after assigned, without the approval of the Transportation Supervisor.
2. Probationary/temporary assigned drivers shall not be considered for extra trips unless all other drivers fail to accept such a trip, or in an emergency situation.
3. The Transportation Supervisor shall provide information on authorized route and destination.

4. Any employee returning from a trip after 12:30 a.m. shall not be required to drive any portion of a route that starts before 8:00 a.m. the next morning. The driver shall not lose pay for that route.
5. Drivers will complete trip reports by maintaining a record of the starting and ending odometer reading. Trip reports will be returned to the transportation office the next working day.
6. In accordance with Board of Education Policy, a school staff person must ride on each bus for each field trip to and from school.
7. On field trips, buses shall be limited to the following capacities:
 - Pre-school through grade 6 - 65 person maximum
 - Grade 7 through adult - 55 person maximum
8. If a driver is on a regularly scheduled run, their bus will not be taken from them for a field trip assignment more than every tenth time a bus change is required. The driver losing their bus must be given 24 hours' notice, when possible.
9. In the event of severe weather, a driver having concerns regarding the advisability of taking a field trip will discuss the situation with the administrator/Athletic Director. If a decision cannot be reached, the Transportation Supervisor will be contacted.
10. Drivers may sign the roster for:
 - a. Field trips - posted for signing in the drivers' break room for:
 - (1) Five (5) working days beginning with the first day of school
 - (2) Fifteen (15) working days prior to mid-semester change
 - (3) Fifteen (15) working days before the last day of school
 - (4) Five (5) working days after fulfilling probationary time.
 - b. The Field Trip Roster shall be listed as follows: With the understanding, that to be on the Saturday/Sunday/Holiday and/or the Last Minute Rosters, you must be listed on the Monday through Friday Roster and must drive at least their guaranteed hours daily.
 - (1) Monday through Friday
 - (2) Saturday/Sunday/Holiday
 - (3) Last Minute/48 hours or less
 - (4) Summer
 - c. Other Rosters:
 - (1) Noon/mid-day
 - (2) Extra Driving, probationary drivers in district only
 - (3) Substitute (i.e., early morning, late afternoon)
 - d. Other Rosters to be posted for signing
 - (1) At route selection meeting
 - (2) Fifteen (15) working days, prior to mid-semester change
 - (3) Five (5) working days, after fulfilling probationary time

11. In order to be assigned available trips, drivers must be present at the Friday assignment meeting and prepared to accept or decline the trip offered. Drivers not able to be present may provide the supervisor with a written statement of their desire to accept trip assignments. Any driver not working the day of trip assignments, will be allowed to phone the supervisor starting their desire to accept any trip assignment.
12. A canceled trip shall be replaced by the next available trip. If the next available trip is a trip of less than 48 hours' notice, that driver will not receive a refusal on the roster if unable to accept the trip.
13. All available information relative to room accommodations shall be made known to the driver in advance of the trip. Persons sharing accommodations with the driver shall be adult age and instructed by the Employer to abide by the wishes of the driver for peace and quiet in the room, so that the driver can get proper rest and sleep.
14. When it is determined that a driver has not received his/her opportunity to bid on a field trip for which the driver would have been otherwise entitled, the driver will be given the opportunity to take the next available trip.

C. Layoff and Recall

Employees who are not assigned routes during the route selection meeting because no routes are available to them, or employees whose routes are eliminated during the school year and cannot displace drivers of less seniority, shall be placed on layoff status effective seven (7) calendar days from notice by the employer.

1. Employees on layoff status shall participate in succeeding route selection procedures and filling of vacancies on a seniority basis as set forth in Section A.1 and A.2 of this Article.
2. In the event of a layoff, the Hartland Bus Drivers' Association/MEA/NEA President and Chairperson of the Grievance Committee shall continue to be employed as long as bus driver jobs remain requiring their services.
3. Notice of vacancies and route selection meetings shall be sent certified mail, return receipt, to laid off employees at their last know address with a courtesy copy to the Association.
4. Probationary drivers will be laid off first, then the least senior. Recall will be in the reverse order.

ARTICLE VIII - GRIEVANCE PROCEDURE

- A. A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided.

- B. In the event that an employee believes there is a basis for a grievance, they shall, within five (5) work days of the date of the occurrence or event which gave rise to the grievance, first discuss the alleged grievance with their immediate supervisor either personally or accompanied by an Association Representative.
- C. If as a result of the informal discussion with the immediate supervisor a grievance still exists, the formal grievance procedure may be invoked on the form set forth in annexed Appendix A, signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the immediate supervisor within ten (10) working days of the date of the informal meeting. If the grievance involves more than one supervisor or building, it may be filed with the Superintendent.
- D. Within three (3) work days of receipt of the grievance, the immediate supervisor shall meet with the Association Representatives in an effort to resolve the grievance. The Supervisor shall indicate the disposition of the grievance in writing within five (5) work days of such meeting to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) work days of such meeting, the grievance shall be transmitted within five (5) work days by the Association to the Assistant Superintendent for Business & Operations. Within five (5) work days, the Assistant Superintendent for Business & Operations or his designee, shall meet with the Association's Representative on the grievance and shall indicate his disposition of the grievance in writing within ten (10) work days of such meeting to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Assistant Superintendent for Business and Operations, or if no disposition has been made within ten (10) work days of such meeting, the grievance shall be transmitted to the Superintendent within ten (10) work days, by filing a written copy thereof. Disposition of the grievance in writing by the Superintendent shall be made no later than ten (10) work days thereafter, in writing to the Association.
- G. If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within ten (10) work days of such hearing, the Association may submit the grievance to binding arbitration before an impartial arbitrator by filing a Demand for Arbitration with the American Arbitration Association, within 30 work days of the Superintendent's disposition or the deadline for the disposition. The arbitrator shall be selected according to the rules of the American Arbitration Association, which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground, or to rely on any evidence, not previously disclosed to the other party. The arbitrator shall have no power to alter, ignore, modify, add to, or subtract from the terms of this Agreement. For enforcement of the provisions of the agreement, the arbitrator shall have authority to fashion appropriate remedies which are compensatory and not punitive in nature. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.
- H. The time limits provided in the Article shall be strictly observed, but may be extended by written agreement of the parties.
- I. If an individual employee has a grievance which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no formal grievance shall be processed without sanction of the Association, nor shall any disposition be inconsistent with the terms of this Agreement.

- J. Employees who are necessary participants in an arbitration hearing as an Association representative or witness in the proceedings shall be released from duty without loss of pay for the time necessary to represent or testify as the case may be, provided the arbitration hearing is held on the employer's premises. An attempt shall be made to schedule the arbitration and attendance of employees at times which will avoid or minimize release from work.

ARTICLE IX - COMPENSATION

A. Regularly Scheduled Routes

1. Employees shall be paid an hourly rate as specified in A.2 for all duty time on regularly scheduled routes or on tasks attendant to the regularly scheduled route. A time allotment shall be determined for each route which shall be the normal amount of time needed to drive the route and perform other attendant duties under the ordinary and usual road conditions, weather, and other relevant circumstances. For payroll purposes, the amount of pay shall be calculated according to the time allotment for the entire route and the number of days or student instruction. The driver may opt for a 21 or 26 pay schedule at the beginning of the school year. Each driver shall receive notice of the time allotment and any subsequent adjustment in writing with a copy to the Association.

To receive payment for hours of work beyond the time allotment or minimum, whichever is the greater period of time, the driver must submit a time deviation report on the form provided by the Supervisor which shall specify the reasons for the additional time involved. Deviation reports must be submitted by the driver within one (1) day of the occurrence of the deviation. Deviations shall be verified or denied within five (5) work days after being submitted to the Transportation Supervisor. Upon verification of the time and reasons as operationally necessary the deviation shall be recorded and submitted to the payroll Department, upon the accumulation of at least one (1) hour of time. Employees will not be paid for non-duty time between segments of the daily route. Employees will remain on duty if there is less than one (1) hour between segments of the daily route. A minimum of five (5) hours shall be paid for a route as designated below in A.2, except that when all other drivers are receiving their minimum five (5) hours and there is remaining work which will require less than five (5) hours, the employer may schedule the driver(s) for less than the five (5) hours package. All less than five (5) hour package(s) shall be raised to regular scheduled routes as work becomes available.

2. Shuttles shall be defined as a portion of a route on which students are transported between two (2) or more buildings in the district (including non-public schools) from boarding points to their destinations. Shuttles which are scheduled as an integral part of the transportation plan for the school year, shall be included in a regularly scheduled route. Shuttles which are temporary, to accommodate a short-term transportation need in the district, may be added to a regularly scheduled route by the Transportation Supervisor, and calculated as a shuttle for the period of time it is included in the route. In assignment of temporary shuttles, preference will be given to the most senior driver feasible at the origin of the shuttle, who can be given the assignment without undue disruption of the transportation operation. Any trip which begins or ends after drivers regular beginning or ending route/run shall be considered a field trip.

3. Wage Schedule

First Tier

(Those hired before 9/22/95)

<i>Years of Service</i>	<i>July 1, 1998</i>	<i>July 1, 1999</i>	<i>July 1, 2000</i>
0 - 5	\$13.39	\$13.66	\$13.93
6 - 9	13.79	14.07	14.35
10 or more	14.21	14.49	14.78

Second Tier Wage Scale for New Hires

(Those hired after 9/22/95)

<i>Years of Service</i>	<i>July 1, 1998</i>	<i>July 1, 1999</i>	<i>July 1, 2000</i>
1 st	\$12.11	\$12.35	\$12.60
2 nd	12.36	12.61	12.86
3 rd	12.62	12.87	13.13
4 th	12.88	13.14	13.40
5 th	13.14	13.40	13.67
First Tier	13.39	13.66	13.93

Individuals hired after 9/22/95 shall be placed on a second tier. Such compensation to begin with the hourly rate of \$12.11. Beginning with the sixth year, the employees shall make the transition from the first tier to the lowest hourly rate above the maximum of the second tier (percentage increases in future years shall be applied to the second tier calculations).

The hourly rates in the years 1 - 5 in the second tier will be increased annually by the agreed upon percentage increases (2%).

Employees graduating from the second tier to the first tier shall go to the next highest rate above their second tier rate.

B. Trips

1. Employees shall be paid an hourly rate as specified in B.2 for all duty time while on trips.
2. Effective July 1, 1998: \$10.20 1999-2000: \$10.40 2000-2001: \$10.61
3. A minimum of two (2) hours' pay shall be paid on all trips. Time and one-half will be paid for that time over 40 hours in a week or on Saturday. Double time will be paid on Sunday and triple time on legal holidays.

Employees driving trips which require them not to drive a portion of their regularly scheduled route, shall be paid the regularly scheduled route rate for all trip time which coincides with the regularly scheduled route time forfeited.

4. Employees assigned a trip which is canceled after the arrival of the employee, will be paid for two (2) hours and be given the next available unassigned trip.

Employees being notified of a trip cancellation more than one-half hour past their quitting time will be paid one (1) hour trip pay and be given the next available unassigned trip.

5. Employees will be reimbursed for meals on a trip, as long as the driver is on duty half of designated meal time and upon presentation of a paid receipt as follows:

<u>Effective 7/1</u>	<u>1998/1999</u>	<u>1999/2000</u>	<u>2000/2001</u>
Breakfast (between 6:00 a.m. & 8:00 a.m.)	\$4.08	4.16	4.24
Lunch (between 11:00 a.m. & 1:00 p.m.)	\$4.59	4.68	4.77
Dinner (between 5:00 p.m. & 7:00 p.m.)	\$6.63	6.76	6.90

6. Employees shall have prior payment or ticket in advance for any required admissions on trips.
7. An employee assigned an overnight trip shall receive the full rate of pay for the entire time on the trip minus ten (10) hours for sleep time. Should the driver return to duty or be told to remain available, then the ten (10) hour reduction would not apply.

During overnight trip only, a meal allowance for dinner shall be \$15.30.

C. Longevity Pay

	<u>Effective 7/1/91</u>
Upon completion of three (3) yrs.	\$ 645
Upon completion of five (5) yrs.	\$ 783
Upon completion of seven (7) yrs.	\$ 912
Upon completion of nine (9) yrs.	\$1,059

Longevity pay will be paid at the conclusion of each school year. A year is completed provided a driver starts to drive prior to October 1 of any given school year. Drivers terminating employment prior to the completion of the total year would not be eligible for longevity pay.

To qualify for full longevity, the employee must have worked at least seventy-five percent (75%) of their scheduled time. Employees who worked less than seventy-five (75%) of their scheduled time will have their longevity payment pro-rated to reflect the percentage of scheduled time actually worked.

D. Route Development and Design

Drivers employed during the summer to assist in the development and design of routes shall be paid at an hourly rate for such work. Each driver employed for such work, shall be guaranteed 40 hours of employment.

Effective July 1, 1992: \$8.68

E. Substitute Driving

When a driver substitutes on another route or drives a route or portion thereof because of the breakdown of another bus, the driver shall be paid at the rate listed in the schedule below. Employees in the bargaining unit shall be given preference in substituting for absent bus drivers when they are available and have indicated their desire for such work, by signing the roster. The Transportation Supervisor may utilize non-bargaining unit substitutes when bargaining unit drivers are unavailable or when the immediacy of the situation dictates. A driver bypassed in error according to assignment procedures, shall be given the next substituting assignment for which the driver is available. The Employer shall not be required to continue the substitute assignment of any employee beyond a total of 40 hours of work, inclusive of all non-trip hours, in any work week. The interruption of any substitute assignment due to the 40 hour work week limitation shall not constitute a break in continuity of the substitute assignment.

Effective July 1, 1993 100% of the driver's regular rate per hour

A regular driver shall have the first opportunity to substitute on another regular driver's package. However, the Employer shall not be obligated to split any segment of a package between more than two (2) people. This shall not apply to the noon/mid-day segment of a package.

F. State Bus Drivers' School

Employees will be paid at an hourly rate in accordance with the schedule below for all required schooling and testing. Reimbursement will be made within 30 days of receipt of verification of completion and award of certificate by the appropriate state agency or verification of completion by the Transportation Supervisor.

Effective July 1, 1998:	<u>1998/1999</u>	<u>1999/2000</u>	<u>2000/2001</u>
	\$7.31	\$7.46	\$7.61

G. Meetings

When the Transportation Supervisor or other superior calls a required meeting, employees will be paid for that meeting at an hourly rate equal to the trip rate. Route selection meetings will be paid in accordance with Article VII, 1.

H. Act of God Days

When student instruction days are canceled due to inclement weather or other conditions which make it impractical to hold classes, and bus routes are thereby canceled, drivers will not be required to report and will be paid for the route according to their time allotment, unless the day is to be rescheduled for work at another date. If the student instruction day is to be rescheduled for work at another date, the driver will not report for work and will not be paid for the day, but will work and be paid for the day as rescheduled.

When the "main roads only" policy is in effect, only those drivers who report for work will be paid.

Hours assigned in a substitute capacity in advance of a canceled school day shall be counted in calculating the employee's normal daily pay.

- I. Employees shall be required to be examined yearly by a school-appointed physician at Board expense pursuant to MDOT and other applicable requirements. Effective July 1, 1993, the Board will reimburse the cost of requires CDL endorsement over the cost of the chauffeur's license.

J. Bus Utility Rate

The bus utility rate shall be:

Effective July 1, 1998:	<u>1998/1999</u>	<u>1999/2000</u>	<u>2000/2001</u>
	\$6.71	\$6.84	\$6.98

K. Holidays

Transportation employees will receive their normal rate of pay for holidays, to be determined by mutual agreement between the Board and the Association, in accordance with the following schedule. Pay will be received during the pay period in which the holiday falls.

Effective July 1, 1994 five (5) paid holidays:

Thanksgiving, Christmas, New Years, Good Friday, and Memorial Day

An Employee shall be paid holiday pay under the following conditions:

1. Employee worked the full day and/or part of the day with an approved unpaid absence.
2. Employee had a paid day either before or after the holiday (i.e. sick day).

It should be noted that only one (1) day may be granted prior to the holiday, either before or after. No personal day may be used as a vacation day, it must be approved as an unpaid day. Probationary drivers will receive pay upon completion of their 90 day probation period.

- L. "Dry runs" pay will be at the trip rate; 3 hours maximum.
- M. "Map pay" will be at the regular rate; 2 hours; additional hours for K-runs could be available, at management's discretion.

ARTICLE X - INSURANCE

The Board shall make payment of insurance premiums for insurance coverage as specified below:

A. Health Insurance

The Board shall make payment of premium of MESSA Super Care I for 12 months for all employees who work twenty-five (25) hours or more per week. The Board's monthly obligation per employee shall not exceed the following rates:

Effective July 1, 1998:

Not more than the respective employer paid premium rate costs paid for the 1997-98 contract year, plus twenty percent (20%).

Any premium amount above these monthly rates will be payroll deducted from the employee receiving the benefit.

The Board will provide to those employees not taking health insurance an amount equal to the single subscriber premium rate for Super Care I to be applied to a tax-deferred annuity program. Employees electing this option may also choose to have all or part of the dollars available for the TSA for other benefits made available through group payroll deduction programs currently offered by the Board. Any tax incidence due to the implementation of this provision shall be the responsibility of the employee. Employer shall pay their share of FICA associated with this benefit.

Employees receiving Board-paid disability benefits under this section shall not be able to use paid sick leave to receive in conjunction with the disability benefit more than their regular pay with the school district for the period of disability. Accumulated sick leave may be used on a proportional basis to the disability benefit to receive an amount equal to their regular pay after deductions.

- B. Each employee assigned to a regularly scheduled run shall be provided term life insurance coverage in the amount of \$5,000 with accidental death and dismemberment.
- C. Benefits provided under this article shall be available only after the successful completion of the probationary period. Those benefits selected upon employment by probationary employees will be provided/reimbursed retroactively following the successful completion of the probationary period.
- D. Qualified employees hired after 9/22/95 shall receive 75% of MESSA Single-Subscriber rate.

ARTICLE XI - LEAVES OF ABSENCE

A. Paid Leaves of Absence

1. At the beginning of each school year, the Board of Education will credit each driver with ten (10) days leave with pay, to be used for business and illness. Of the ten (10) days, a maximum of three (3) days may be used for business. No two (2) business days may be taken consecutively or on a day prior to, or following a vacation period, without prior written consent from the Superintendent of Schools. Personal business leave is to be used to attend to matters of an urgent and crucial nature which require that personal attention of the employee, and cannot be reasonably attended to at alternative times, which do not interfere with the duties of employment. In case of death in the immediate family, an additional four (4) days will be available with pay. Definition of "immediate family": Mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, or a member of the employee's household. Leave days shall be accumulative from year to year.

Benefits provided under this section shall be available only after the successful completion of the probationary period. At that point in time, the benefits will become available; retroactively if necessary.

2. All requests for absences, except sick leave, will be requested in writing, in advance. Failure to do so will be treated as time lost and the individual will be docked for the absence.
3. Absences shall be accounted for on a per-run basis for deduction of paid days.
4. Employees called for jury duty, or subpoenaed, shall be paid by the Employer a sum to make up the difference between what they are paid by the court or party in the litigation and their regular wage for the time they would have worked during the time they are required, by law, to serve. The employee must report to work for any portion of his/her route which he/she can drive when released by the court. Any fee or compensation paid to the employee by the court or party in the litigation shall be turned into the business office for deposit in the general fund. In the event the daily compensation from the court or party in the litigation exceeds the amount the employee would have been paid for working, the employee shall turn into the business office only an amount equal to the amount the employee would have been paid for working.
5. An employee absent due to a condition covered by Worker's Compensation may elect:
 - a. To receive Worker's Compensation benefits only, with no charge against sick leave; or,
 - b. To receive paid sick leave benefits on a pro-rated basis of the difference between the employee's normal pay and the amount of the Worker's Compensation benefits for the duration of the disability or the exhaustion of the employee's paid sick leave accumulation, whichever occurs first.

Seniority shall accrue for the remainder of the school year in which the absence begins. If the employee is able to return to work prior to the end of the school year in which the disability began, the driver will be returned according to the procedure of Section B.5 of this Article. If the employee is disabled beyond the end of the school year in which the disability began, the employee shall be able to participate in the first bidding process after recovery from the disability and medical verification.

B. Unpaid Leaves of Absence

1. The Board may, at its discretion, grant an employee a leave of absence without compensation or fringe benefits for up to two (2) years, provided that the length of the leave does not exceed the amount of accrued service time of the employee. The two (2) year limitation does not apply to a medical leave.
2. Requests for leaves of absence must be submitted in writing to the Board, with a copy to the Association. All such applications, except for medical leaves, must be submitted 60 days prior to the commencement of the leave, but the Board, at its discretion, may consider requests submitted with a doctor's statement as soon as possible, and the employee may exhaust all of his/her sick bank. Accrued sick leave not used prior to an unpaid medical leave will be available for use only after the employee returns from the leave.

EXAMPLE: An employee has 60 sick leave days accumulated at the time they become ill, and uses 30 of those days before requesting an unpaid medical leave of absence. The employee retains 30 days of unused accumulated sick leave. Those remaining 30 days of unused sick leave will be held in the employee's sick leave bank and will be available only upon return of the employee to work after expiration of the unpaid leave.

3. An employee on an approved leave of absence may return prior to the expiration of the leave (early return) provided that the employee must provide at least 14 days notice of requested early return date.
4. While on leave of absence, seniority will not accrue beginning with the thirty first (31st) calendar day. Upon returning from a leave of absence, a driver shall receive a new seniority standing which reflects the amount of service time. If this new seniority standing results in establishing a length of service time equal to that of another driver(s), seniority of the affected driver(s), relative to each other, will remain the same.
5. Upon returning from a leave of absence, the driver shall be assigned to the route he/she drove at the time the leave was granted, if in existence and held by a less senior driver. If the route is not available, the returning driver shall be allowed to bump any driver with less seniority. The driver bumped, in turn, may bump any less senior driver in order to be assigned a route, and so on. Route changes shall not be effective until the entire chain of changes has been determined.
6. After a driver has returned from a leave of absence, he/she will retain the right to bid vacant and available routes pursuant to articles of the Master Agreement and consistent with seniority adjustments described in this Agreement.

7. Upon returning from a leave of absence, the driver shall be assigned any available equipment.
8. Leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family Leave Act. However, if the leave provisions under this Article are more generous, this Agreement shall prevail. All such leaves may be concurrent with, and not in addition to, any other applicable leaves provided for in this Agreement.

ARTICLE XII - MISCELLANEOUS

A. Personnel Files

Each driver's file is available to be reviewed by that driver once each semester. Drivers will be informed of any derogatory information that is placed in their file. A driver removing anything from a file during review will be subject to immediate dismissal.

B. Bus Cleaning

Drivers are responsible for maintaining their bus cleanliness in those areas which affect safety and health standards, i.e., interior, glass, lights. The school will be responsible for washing exterior of vehicles periodically.

C. Parking Facilities

Parking facilities have been designated adjacent to the bus lot for employee parking.

D. Discipline

Drivers shall have authority to maintain discipline and control on buses they are driving. Drivers will follow the established policy in those instances where the driver feels the situation is beyond their capability to resolve. Drivers shall be informed by school authorities of any suspension taken against a student arising from misconduct on the bus.

E. Servicing of Bus

The school will have an employee check oil, water, and start buses in the morning. Buses will be started, but will not remain running if the temperature is over 45 Fahrenheit. Drivers are responsible for daily check of those items required by law prior to leaving the bus lot. The only exception to this rule is when the Transportation Supervisor designates a school employee to make under-hood inspections. Drivers will be issued a listing of required items to be checked. During severe weather, a spare bus will be started by the lot person for substitute use, if required.

F. Gassing of buses

Each driver is responsible for keeping his/her bus properly gassed. Each driver will record gas usage on the daily log.

- G. The Employer shall make available at each school and the school bus garage, lavatory facilities for drivers' use when necessary. A break room shall be provided at the bus garage for use by drivers on non-duty time before, between, and following driving assignments. A bulletin board shall be provided in the break room for Association use.
- H. Each transportation employee shall be given a copy of this Agreement and all relevant Board policies. Fifteen copies of this Agreement shall be furnished to the Association for its use.
- I. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- J. Employees must report for work in appropriate attire. The employer shall designate certain attire as inappropriate (such as, but not limited to: sweat pants, halter tops, short shorts, etc.) and will include the dress code in the drivers handbook and the annual work procedures and rules.

ARTICLE XIII - WORK PROCEDURES

I - DUTY TIME

- A. Duty time shall be defined as any time an employee is attending to the duties required for a run and/or route, and/or is required to remain on duty by the supervisor or designee. Employees shall be paid for all duty time according to Article IX, A.2.
 - 1. If there is less than one (1) hour between runs and/or segments of the route, employees shall remain on duty, unless covered elsewhere within this agreement.

II - PREPARATION TIME

- A. Preparation time shall be 30 minutes per day, which shall be distributed as follows:
 - 1. Fifteen (15) minutes prior to the first driving segment of the day.
 - 2. Fifteen (15) minutes prior to the last driving segment of the day.
 - 3. Routes with mid-day runs, preparation time shall be ten (10) minutes prior to the mid-day segment; five (5) minutes prior to the last driving segment of the day.

4. On exam days there shall be five (5) minutes prior to the morning take-home; ten (10) minutes prior to the last driving segment of the day.

III - NORMALLY-SCHEDULED CALENDAR DAYS OF THE ENTIRE SCHOOL SYSTEM

- A. Employees shall be paid their regular scheduled wage for days that are scheduled on the school calendar.
 1. If there is less than one (1) hour between the run and/or segments of the route, employees shall remain on duty and shall be paid for all duty time according to Article IX, A.2.
 2. If deviation time causes an employee to be less than one (1) hour between segments of the route, only deviation will be paid.
 3. Extra driving assignments shall be included with the above.

IV - SCHEDULED CALENDAR HALF (1/2) DAYS OF THE ENTIRE SCHOOL SYSTEM

- A. Employees shall receive their regular daily rate of pay for any scheduled half (1/2) days on the school calendar.
 1. Layover time will not be paid.
 2. Only deviation time will be paid.

V - CALENDAR SCHEDULED EXAM DAYS

- A. Employees shall be paid for the regular scheduled day and the additional exam run(s); with the exceptions and/or adjustments noted below.
 1. Layover time will not be paid unless employee's route allotment time ends with less than one (1) hour between on-duty segments of the route.
 - a. Deviation time shall be paid which is beyond the employee's established route time allotment.
 - b. Layover time shall only be paid which is beyond the employee's established route time allotment.
 2. In the event a complete run is moved for exam purposes, employees shall be paid for the time exceeding the established route time allotment.
 3. Extra driving assignments shall be included with the above.

VI - UNUSUAL AND/OR UNSCHEDULED DAYS

- A. Employees shall receive their normal daily wage for any regularly scheduled day and any layover time caused by unusual circumstances and/or deviations.
1. If there is less than one (1) hour between runs and/or segments of the route, employees shall remain on duty and shall be paid for all duty time according to Article IX, A.2.
 2. If there is an hour or more between duty segments when called in early by the supervisor or designee, duty time will begin when the employee arrives at work. Duty time will end when the employee is finished with driving and required duties.
 - a. Employees shall fill out deviation sheet with arrival and ending times.
 - b. Deviation time shall be paid which is beyond the employee's established segment time allotment.

ARTICLE XIV - CONTINUITY OF OPERATIONS

The Association agrees that it, its officers, its agents or its membership shall not authorize, sanction, condone, engage in or acquiesce in any strike as defined in the Michigan Public Employment Relations Act.

ARTICLE XV - DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1998, and shall continue in effect until the 30th day of June, 2001.

HARTLAND BUS DRIVERS' ASSOCIATION
MEA/NEA/MESPA

HARTLAND BOARD OF EDUCATION



President



President



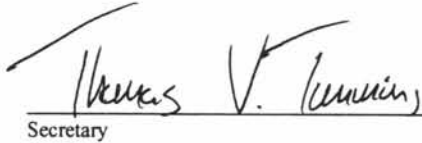
Vice-President



Vice-President



Secretary




Secretary



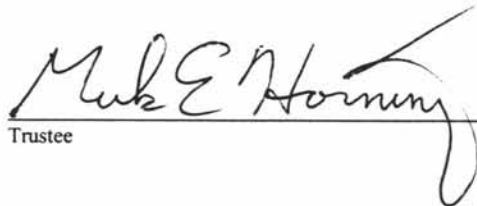
Treasurer



Treasurer




Alternate



Trustee

Trustee

Trustee



Trustee

APPENDIX A

HARTLAND BUS DRIVERS' ASSOCIATION
GRIEVANCE REPORT FORM

Grievance # _____

HARTLAND CONSOLIDATED SCHOOLS

<u>Bus #</u>	<u>Route #</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
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STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance (cite provision(s) violated) _____

2. Relief Sought _____

Signature _____ Date _____

C. Disposition of Supervisor _____

Signature _____ Date _____

D. Position of Grievant and/or Association _____

Signature _____ Date _____

STEP II

A. Date Received by Asst. Superintendent for Business & Operations _____

B. Disposition of Asst. Superintendent for Business & Operations _____

Signature _____ Date _____

C. Position of Grievant and/or Association _____

Signature _____ Date _____

STEP III

- A. Date Received by Superintendent _____
Disposition of Superintendent _____

Signature _____ Date _____
Position of Association _____

Signature _____ Date _____

STEP VI

- A. Date submitted to Arbitration _____
B. Disposition of Arbitrator _____

Signature of Arbitrator _____ Date of Decision _____

LETTER OF AGREEMENT

The parties hereby agree that the Employer shall comply with the OmniBus Transportation Act.


HARTLAND BUS DRIVERS' ASSOCIATION
MEA/NEA/MESPA



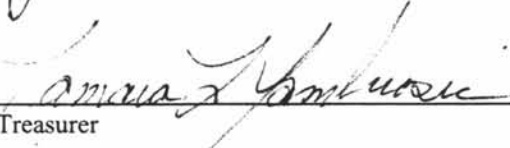
President



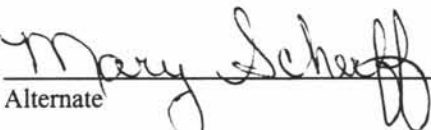
Vice-President



Secretary



Treasurer



Alternate

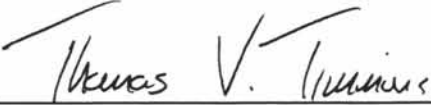
HARTLAND BOARD OF EDUCATION



President



Vice-President



Secretary




Treasurer



Trustee

Trustee

Trustee



Trustee



