

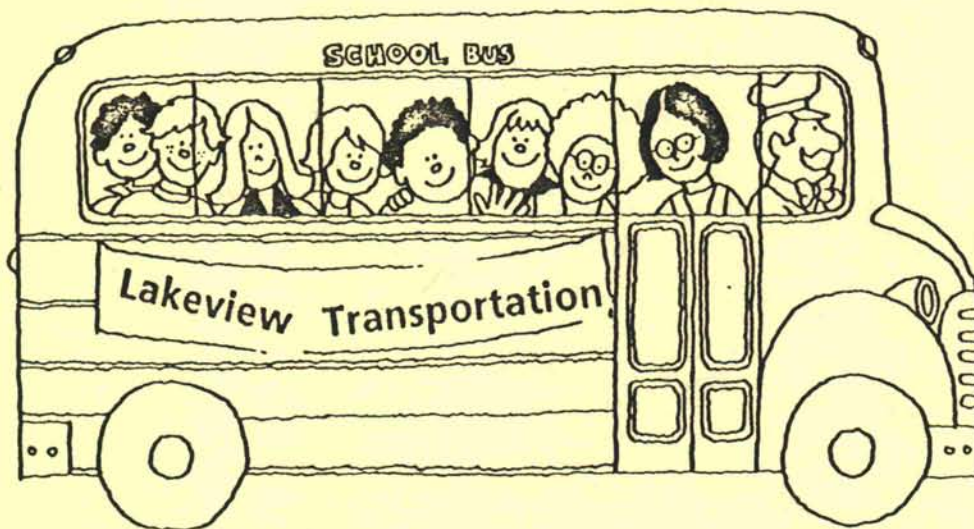
AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF THE LAKEVIEW SCHOOL DISTRICT

and the

**LAKEVIEW SCHOOL BUS DRIVER CHAPTER OF LOCAL 331
AFFILIATED WITH MICHIGAN COUNCIL 25, AFSCME, AFL-CIO**



Lakeview School District

EFFECTIVE: JULY 1, 1994

THROUGH

REOPENER: JULY 1, 1998

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AGREEMENT

This Agreement entered into on this 1st day of July, 1994, between the Lakeview School District (hereinafter referred to as the "EMPLOYER") and Lakeview School Bus Driver's Chapter of Local #331, affiliated with Council #25, AFSCME, AFL-CIO (referred to as the "UNION").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1.-UNION RECOGNITION - EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All regular and permanent intermittent scheduled school bus drivers employed by the Lakeview School District excluding all supervisory employees.

ARTICLE 2.-AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3.-BOARD OF EDUCATION RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing, the management and control of school properties, facilities, personnel and equipment; establish reasonable work rules and procedures; and the selection, direction, transfer, promotion or demotion, discipline or dismissal for just cause of all personnel. Nothing in this paragraph shall be construed to create any new or additional powers, rights, authority, duties and responsibilities in the Board of Education beyond those already otherwise provided by law.

The exercise of these powers, rights, authority, duties, and responsibilities by the Board and adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE 4.-UNION SECURITY, AGENCY SHOP

(a.) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to the dues uniformly charged for membership for the duration of this Agreement.

(b.) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment to become members of the Union or pay a service fee equal to the dues required for membership commencing thirty (30) days after the effective date of this Agreement.

(c.) Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to the dues required for membership for the duration of this Agreement commencing the thirtieth (30th) day following the beginning of their employment in the Unit.

ARTICLE 5.-DUES, SERVICE FEES, CHECK-OFF
REMITTANCE OF DUES AND FEE

(a.) The Employer agrees to deduct from the wages of any employee before any credit union deduction all Union membership dues and service fees uniformly required as provided in a written authorization signed by the employee.

(b.) Dues and service fees will be authorized, levied, and certified in accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union hereby authorized the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees.

(c.) Check-off deductions under all properly executed authorization for check-off shall become effective at the time the application is signed by the employee and shall be deducted on the first pay of the month as authorized by the Local Union and remitted thereafter to the Secretary-Treasurer of Council #25, AFSCME, AFL-CIO, on behalf of the Local Union no later than the conclusion of the month following deduction of said dues.

(d.) The Employer agrees to furnish the Union with an initial list of employees names and mailing addresses of employees for whom deductions for Union membership or service fees are being deducted and remitted to the Union.

Any employee, new hires or employee termination shall be noted thereafter with respect to the list of employee names provided in this sub-section.

It is agreed that by forwarding a copy of the check-off authorization, the Employer shall be deemed to have complied with this paragraph.

(e.) The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon individual authorization cards or by reason of the Employer's compliance with the provisions of this Article.

ARTICLE 6.-UNION REPRESENTATION

(a.) The employees covered by this Agreement will be represented by one (1) to three (3) stewards elected by the members of the Unit.

(b.) The Employer will be notified of the names of the stewards.

(c.) Employees covered by this Agreement will be represented in negotiations by three (3) negotiating committee members elected by the members of the Unit.

(d.) It being understood, however, that grievance conferences, special conferences, and negotiating meetings will be normally held at times other than the bus driver's regular work hours unless otherwise agreed to; in which event, the Employer agrees that participants in the same shall suffer no loss of time or pay from regular work hours.

ARTICLE 7.-SPECIAL CONFERENCES

(a.) Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and at least two (2) of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special

conference shall be confined to those included in the agenda. Special conferences may be attended by representatives of the International Union.

(b.) The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference.

ARTICLE 8.-GRIEVANCE PROCEDURE

STEP 1.

Any employee having a grievance shall present it to the Employer within ten (10) days of the employees knowledge of its occurrence.

(a.) Discuss the grievance with a Union Steward.

(b.) The Steward and the grievant will discuss the grievance with the Director of Transportation or his/her Assistant.

(c.) If the matter is not disposed of, it will be submitted in written form to the Director of Transportation. Upon receipt, the Director of Transportation shall date and sign the Steward's copy.

Time limits may be extended, by either party, with mutual agreement. Grievances not answered by the Employer within the designated time limits in any Step of the Grievance Procedure shall be considered automatically appealable to the next Step.

(d.) The Director of Transportation shall give his/her written answer within five (5) working days of receipt of the grievance.

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment.

STEP 2. CONFERENCE COMMITTEE

(a.) If the matter is not resolved, it will be submitted by the Chapter Chairperson within five (5) working days of the Director of Transportation's written response to a conference committee. Said committee shall be composed of two (2) representatives of the Union who shall be the Chapter Chairperson or their representative and the Steward involved and two (2) representatives of the Employer. Conference time, date and place will be established by Central Office with coordination of Union officials.

(b.) In the event the matter is not mutually resolved within five (5) working days after the date of submission of the grievance to the conference committee, the Employer representative shall submit a written determination to the Chapter Chairperson within five (5) working days of the final meeting of the committee. Thereafter the Chapter Chairperson may submit the grievance within five (5) working days to the Superintendent of Schools.

STEP 3.

The Superintendent of Schools shall have five (5) working days to submit his/her written decision.

STEP 4.

If the matter is not resolved, the Chapter Chairperson may submit the grievance within five (5) working days to the Board of Education, who shall have twenty (20) working days to submit a written determination.

STEP 5.

(a.) If the matter is not resolved after the fourth step, the Union may submit the grievance to arbitration by notifying, in writing, the Board of Education within fifteen (15) working days of receipt of the Board of Education's written decision of its intent to submit the dispute to arbitration.

(b.) Within ten (10) working days after receipt of such written notice provided above representatives of the parties shall attempt to mutually agree on an arbitrator to hear and determine the dispute.

(c.) In the event the parties cannot agree upon an arbitrator, and the dispute remains unsettled and the Union wishes to carry the matter further, Council #25 shall request a list of seven (7) names of arbitrators to be sent to the Employer and Union by the Michigan Employment Relations Commission. If either party is dissatisfied with the list, it may, within three (3) days after receipt, reject the list and request a new list of seven (7) arbitrators.

Within five (5) days after the parties have received a list of seven (7) arbitrators, which have not been rejected under this Agreement, the Union and Employer representatives shall meet for the purpose of determining an arbitrator. If the Union and Employer cannot mutually agree on one (1) arbitrator submitted on the list, or otherwise, the Union shall then strike one (1) name. The Employer shall then strike one (1) name and the parties shall continue alternately striking one (1) name in this order until one (1) name remains which has not been struck. The name remaining shall be the arbitrator the representatives of the Union and the Employer shall then sign a paper stating the name of the arbitrator selected and the party bringing the grievance shall forward to the arbitrator a copy of the Contract and the grievance and written answers thereto to the arbitrator requesting submission of dates to representatives of the parties for hearing this dispute.

(d.) The arbitrator may interpret this Agreement and apply it to the particular case submitted to him/her, but he/she shall, however, have no authority to add to, subtract from, or in any way modify the terms of this Agreement, nor shall he/she have any authority to limit or change any policies, practices, or rules, except as they may involve an application or interpretation of this Agreement; nor shall he/she have any authority to formulate or add any new policies or rules nor is the School given discretion by this Agreement.

(e.) At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses and to make a written record of the proceedings.

(f.) The arbitrator's decision shall be final and binding upon the School, the Union, and the employee or employee's involved.

(g.) Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

(h.) Working days as set forth herein shall be interpreted to mean Monday through Friday, excluding holidays and recesses.

(i.) The time limits herein provided shall be considered as binding, however, may be relaxed or extended by mutual agreement of the parties in writing.

ARTICLE 9- DISCHARGE AND SUSPENSION

(a.) Notice of Discharge or Suspension.

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his/her steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

(b.) The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her steward and the Employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or their designated representative will discuss the discharge or suspension with the employee and the Steward.

(c.) Appeal of Discharge or Suspension.

Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the Second Step of the grievance procedure.

(d.) Use of Past Record.

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

ARTICLE 10- SENIORITY-PROBATIONARY EMPLOYEES

(a.) New employees hired in the unit shall be considered as probationary employees for the first sixty (60) driving assignment days of their service as a bus driver. Once an employee has successfully completed his/her probationary period, he/she shall be placed on the seniority list ranked according to completion of Probationary Period.

(a.)1. PERMANENT INTERMITTENT EMPLOYEES

New employees hired in the District shall be considered probationary employees for their first sixty (60) days of actual assignment. Once an employee successfully completes his/her probationary period he/she will be placed on the seniority list ranked according to his/her last date of hire into the classification.

(a.)2. Permanent Intermittent Employees who have successfully completed the above probationary period will not be required to serve another probationary period once they become a regular driver.

(b.) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1., of this Agreement, except discharged and disciplined employees for other than Union activity.

(c.) Seniority shall be on a bus driver unit-wide basis, commencing with the first day driving their regular scheduled run.

A driver's hire date will be sixty (60) days prior to the date he/she completes probation. The date will be computed on an individual basis.

(d.) A Permanent Intermittent Driver who has successfully completed the above probationary period will not be required to serve another probationary period once they become a regular driver.

ARTICLE 11- SENIORITY LISTS

(a.) The seniority list on the date of this Agreement shall show the date of hire in to the bargaining unit of all employees.

Seniority lists will be maintained on a classification basis. All bargaining unit members will be ranked for purposes of seniority according to their last date of entry into the classification.

(b.) The Employer will keep the seniority list up to date at all times and will keep a current copy posted at the bus garage.

(c.) The Employer agrees to update and publish the seniority list twice per year by August 1st and January 15th.

(d.) The parties agree that the Permanent Intermittent seniority list used during the negotiations for this Agreement is accurate as of this date.

ARTICLE 12- LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons only:

(a.) He/she quits.

(b.) He/she is discharged and the discharge is sustained.

(c.) He/she is not available for three (3) consecutive assignment days without notifying the Employer. In proper cases, exceptions may be made by the Board of Education.

(d.) If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Board of Education.

(e.) Return from sick leave and leaves of absence will be treated the same as (c) above.

ARTICLE 13- LAYOFF DEFINED

This Article does not apply to Permanent Intermittent Employees.

(a.) The word "layoff" means a reduction in the work force due to a decrease of work.

(b.) When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority; i.e., the least senior employee on the seniority list being laid off first.

(c.) Employees to be laid off will receive at least five (5) calendar days notice of the layoff. The Chapter Chairperson shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

(d.) Laid off employees may at their option become Permanent Intermittent Employees.

(e.) Seniority drivers whose runs are changed by:

(1.) Layoff: A seniority driver who is laid off will be given the opportunity to bump the least senior driver AM to AM, noon to noon, and PM to PM.

(2.) When rescheduling or consolidation of existing runs affects a drivers time by twenty (20) minutes or more the affected driver will be given the opportunity to bump the least senior driver. The affected driver must exercise this option to bump within three (3) working days of the notice of the change. This also will be done AM to AM, noon to noon, and PM to PM.

ARTICLE 14- RECALL PROCEDURE

This Article does not apply to Permanent Intermittent Employees.

When the working force is increased after layoff, employees will be recalled according to seniority with the most senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within three (3) calendar days from receipt of the notice of recall, he/she shall be considered a quit. In proper cases, extensions may be granted by the Employer.

ARTICLE 15- TRANSFERS OUT OF BARGAINING UNIT

Employees transferring to a position within the District but outside the Bargaining Unit will retain bargaining unit seniority for a six (6) month period. However, time served in non-bargaining unit positions shall not count as seniority in the bargaining unit.

ARTICLE 16- JOB POSTING AND BIDDING PROCEDURES

(a.) All permanent vacancies and/or newly created positions within the bargaining unit shall be posted within three (3) working days of the date the vacancy occurs.

All vacancies or newly created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies will be posted for a period of three (3) working days during the regular School Year, setting forth the route assignment for the position in a conspicuous place on a bulletin board in the bus garage. Employees interested shall apply by signing the bid sheet with their driver seniority number within the three (3) working days. The job shall be awarded or denied at the end of the posting period.

For Summer only, posting shall be for five (5) working days. Sign-up procedure remains the same.

When Drivers are off work for any reason, a reasonable effort will be made to notify Driver of route posting.

In the event no employees from the Regular Driver classification bid on the position it will be awarded on the basis of seniority and qualifications to employees in the Permanent Intermittent Driver classification.

If a run is awarded to a Permanent Intermittent Driver and a regular Driver then becomes available, the regular Driver will bump the least senior Permanent Intermittent Driver who is assigned to an equivalent run.

When possible, Special Education Runs will be awarded in their entirety to one (1) Driver. Temporary vacancies of Special Education Runs will be assigned to a Driver who has the ability to drive the run in its entirety for the duration of the temporary vacancy.

(b.) Annual Posting and Bidding

Once each year during the week two weeks prior to the start of school the Employer will conduct an annual bid meeting for the purpose of employees bidding on runs for the upcoming school year.

High School Take Home shall be put up for bid for exam week.

Packets containing: 1.) description of all runs, 2.) current seniority list and 3.) meeting notice will be mailed to all drivers at their last known address during the first week of August.

Employees not intending to return, must submit a letter of resignation to the Director of Transportation prior to the bid meeting.

Returning employees will bid on available runs at the bid meeting and employees will be notified at the close of the meeting of their run assignment.

Employees excused from attendance at this meeting by the Director of Transportation will be allowed to bid by submitting their bids with runs ranked in order of preference to the Director of Transportation prior to start of the bid meeting.

(c.) Permanent Intermittent Driver awarded a position in the Regular Driver's classification will continue to be ranked for seniority purposes from their date of hire.

Regular Drivers who voluntarily relinquish their regular Driver position and are placed in to the Permanent Intermittent Driver classification will be ranked for seniority from their last date of hire.

Employees awarded positions outside their classification will be entered on the seniority list for that classification.

ARTICLE 17- HOURS OF WORK AND ASSIGNMENT

Permanent Intermittent Drivers will be available at home to receive assignments by telephone between the hours of 6:00 A.M. and 7:00 A.M. and 12:30 P.M. and 1:30 P.M. In the event a Permanent Intermittent Driver will not be available at their home, they will notify the Director of Transportation of a substitute telephone number where they can be reached.

Any day that a Permanent Intermittent Driver is available to receive assignments will be considered a work day for the purposes of computing benefits under this Agreement.

ARTICLE 18- REGULAR DAILY RUNS

A regular daily run shall be defined as any run which transports students to and from school or between buildings.

(a.) Fifteen (15) minutes is required for show time before leaving the bus garage before each regular run. The Driver is to pre-trip the vehicle: fuel, oil, sweep, and clean the vehicle as needed.

(b.) There will be a complete job description of each bus route available to bus drivers in the Director of Transportation's office.

(c.) All Drivers that sign up for kindergarten sub at noon, or the emergency extra trip list, or the bus repair pickup and drop off list will be listed by seniority and all vacancies will be assigned from the rotation list.

(d.) The rotation list shall consist of both available regular drivers and permanent intermittent drivers. Temporary vacancies of two (2) days or less will be filled daily by seniority on a rotation system. Vacancies of three (3) days or more will be filled in accordance with seniority.

ARTICLE 19- SPECIAL ACTIVITY TRIPS

A special activity trip shall be defined as a trip which transports students for the purpose of extra activity either during regular school hours or outside of regular school hours.

1. Summer Special Trips- Summer Special Trips are defined as those trips which occur between the first Monday following the last day of school and thru the Sunday preceding the first day of school in the Fall of each year.

2. Emergency Special Trips- Emergency Special Trips are those trips which are known to the Bus Supervisor less than seventy-two (72) hours prior to the beginning of the special trip.

(a.) All available special activity trips will be posted on the bid board three (3) days before the trip date, if possible. All drivers interested in making any trip posted will place their bid and priority number on the trip sheet. A rotating list of seniority numbers will be used in determining who

will be awarded the trip. The trip will be awarded at 6:30 A.M. the day before the trip date. In the event the awarded driver cannot make the trip, first called shall be the senior driver who had bid on that trip.

In the event no regular drivers bid on a Special Activity Trip, the trip will be awarded from the rotation list to a Permanent Intermittent Driver bidding on the trip.

Employees may direct the Director of Transportation or his/her designee to add or subtract their bids to the trip sheet provided such direction occurs prior to the 6:30 A.M. award time.

(b.) Emergency Special Trips-In the event of an emergency special trip, the Supervisor will use an emergency driver list as provided by the drivers.

(c.) Cancelled trips shall receive two (2) hours pay when notice is less than one (1) hour before reporting time and when in conjunction with a regular run. Cancelled trips shall receive one (1) hour's pay when contacted one (1) hour or more before reporting time. If a trip is postponed the scheduled driver will retain the right to the trip when rescheduled.

(d.) There is one-half (1/2) hour minimum for special activity trips made in conjunction with a regular daily run.

(e.) There is a two (2) hour minimum for all special activity trips not in conjunction with a regular daily run.

(f.) There is a three (3) hour minimum for any special activity trip when a driver loses any part of his/her regular or assigned daily run.

(g.) There is a six (6) hour minimum on drop off and returns on Saturday and Sunday only.

(h.) No drivers will be allowed to take an all-day type special activity trip without a reasonable rest period after completing their main job.

(i.) Any time an additional school owned vehicle is used to transport equipment to accompany a special activity trip, the vehicle will be driven by a Union person.

(j.) The term "in conjunction with" shall mean any special trip that begins within fifteen (15) minutes of the driver's regular or assigned daily runs.

(k.) Meal Allowance-the maximum meal allowance will be :

1994-95	\$7.25
1995-96	\$7.50
1996-97	\$7.75

Meal allowance shall be paid only when a special activity trip is in excess of three (3) hours and during meal periods. Meal allowance will be paid within forty-eight (48) hours of submission of the receipt to the Director of Transportation.

(l.) Fifteen (15) minutes is required before and after each extra trip. Pre-trip shall include fueling, oiling, and inspecting the vehicle as needed to be at the pickup point on time. Post-trip shall include sweeping and cleaning the bus.

ARTICLE 20- UNPAID LEAVES OF ABSENCE

A. Unpaid leaves of absence for periods not to exceed one (1) year shall be granted by the Superintendent of Schools for:

1. Personal illness or injury leave (physical or mental)-must be certified by a doctor.

2. An employee shall be entitled to a maternity leave upon a written statement of her physician. During the time of a maternity leave, the employee may utilize sick time to the extent to which it has been accrued. Upon return from maternity leave, the employee shall return to her position held at the time of the maternity leave. The maternity leave shall not exceed one (1) year.

3. Prolonged illness in the immediate family as defined in Article 22.

4. Leaves as set forth above may be extended for like cause as approved by the Superintendent of Schools.

5. Serving in an elected or appointed position.

B. All of the above leaves must be requested in writing except in cases of emergency.

C. Employees shall accrue seniority while on any leave.

D. Employees, upon conclusion of their leave, shall be eligible to return to the position they held at the time the leave was granted. This applies to Article 20., Section (1.), 1.-4. only.

E. Bus drivers shall be allowed thirty (30) unpaid working days absence per semester without losing regular bus runs. In no case will a bus driver be granted more than two (2) such leaves during the school year without losing his/her regular bus runs and bidding rights for said year.

1. Employees on leaves in excess of thirty (30) work days per semester, but not to exceed sixty (60) calendar days per year, shall be eligible to return to any open position when the leave is terminated.

2. Members of the Union selected to attend a function of the Union such as conventions or conferences shall be allowed time off without loss of seniority to attend. Additionally, said time shall not count toward the thirty (30) days set forth in paragraph (a.) above.

F. No more than two (2) employees will be granted unpaid leave at any one time.

G. Family and Medical Leave Act of 1993 ("Act").

(a.) Nothing in the Act shall be construed to diminish the obligation of the Employer to comply with the terms of this Collective Bargaining Agreement if such Agreement provides greater family or medical leave rights to employees than the rights established under the Act.

(b.) The rights established for employees under the Act shall not be diminished by this Collective Bargaining Agreement.

ARTICLE 21.- PAID LEAVE

Emergency Leave Days

Regular Bus Drivers will be granted two (2) emergency personal leave days per year for business that cannot be performed before or after work or on weekends. Forty-eight (48) hours advance notice must be given to the Transportation Supervisor when possible. The reason for such emergency personal leave may be required by the Board of Education. Additional emergency leave days may be approved by the Superintendent of Schools and will be subject to all terms and provisions as stated above.

Sick Leave

(A.) Accrual

Sick leave will be earned and used by the hour.

Sick leave will be earned on regular daily runs only and will accrue at a rate of one (1) hour per month for each scheduled hour of regular daily run.

Employees may accumulate a maximum of three hundred and twelve (312) hours of sick leave. Employee's sick and personal time shall appear on pay stubs.

(B.) Usage

Employees may use sick leave for personal injury, illness, or disability.

Employees may use up to five (5) days per year to attend to ill, injured or disabled members of the employees' household.

An employee, while on sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and still be construed as days worked specifically.

(C.) Community Sick Leave Bank

The Union and Employer agree to establish a committee to explore the feasibility of instituting a Community Sick Bank. The committee will be comprised of:

- One (1) AFSCME Council Representative
- Two (2) AFSCME Members
- Three (3) Employer Representatives

The committee will operate under the following assumptions:

- (1.) No lending of sick leave will be allowed unless a Community Sick Bank is established.
- (2.) The District will contribute hours, the number to be determined later.
- (3.) Community Sick Bank may only be used by employees.
- (4.) Participation in the Community Sick Bank will be optional.

(D.) Terminal Leave

Employees separating from the District after being vested in the Michigan School Employees Retirement System and having served at least five (5) years with the District or after serving at least ten (10) years with the District, regardless of retirement status, shall be paid for accumulated sick leave at the special trip rate in accordance with the following schedule:

<u>School Year</u>	<u>Maximum Accumulation</u>
1991-92	150 Hours
1992-93	180 Hours
1993-94	210 Hours

An employee, forced to separate for reasons of his/her health prior to ten (10) years of service, shall receive benefits according to the within stated formula.

ARTICLE 22.- FUNERAL LEAVE

Bus Drivers shall be allowed up to three (3) working days with pay as funeral leave days for death in the immediate family. Immediate family is defined as mother, father, brother, sister, spouse, son or daughter, step-children, mother-in-law, father-in-law, grandparents, and grandchildren. In extenuating circumstances, involving funeral in the immediate family, two (2) additional days of funeral leave may be allowed with the approval of the Superintendent of Schools.

One (1) day of funeral leave shall be allowed for other relatives. A pall bearer for a deceased bus driver will be excused without loss of pay for necessary time involved. The Chapter Chairperson or his/her representative, shall be allowed necessary time with pay in the event of a death of a bus driver who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

ARTICLE 23.- HOLIDAYS

(a.) The paid holidays are designated as:

New Year's Day
Thanksgiving Day
Good Friday

Memorial Day
Christmas Day
Day After Thanksgiving

Drivers who begin their driving schedule prior to Labor Day shall be paid for Labor Day as though their schedules included Labor Day as a driving day. Drivers assigned to a run will be paid holiday pay, if regular driver is off on unpaid leave.

Employees will be paid their current rate based on their regular scheduled work day for said holidays.

(b.) Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

(c.) An employee will not receive holiday pay for the designated holiday, if he/she is absent without leave the scheduled work day preceding the holiday or the scheduled work day following the holiday.

ARTICLE 24.- JURY DUTY

A regular bus driver who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

ARTICLE 25.- WORKER'S COMPENSATION- ON-THE-JOB INJURY

The Employer agrees that a bus driver being eligible for Worker's Compensation will receive, in addition to his/her Worker's Compensation, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his/her regular weekly income.

ARTICLE 26.- LIFE INSURANCE COVERAGE

The Employer agrees to pay the full premium of term life insurance plan for each employee working two (2) hours shall receive one (1) thousand; four (4) hours shall receive two (2) thousand; and six (6) hours shall receive three (3) thousand. Said coverage shall be for twelve (12) months on employees as set forth above.

ARTICLE 27.- HOSPITALIZATION MEDICAL COVERAGE

The School District will provide and pay the cost thereof on single subscription coverage BC/BS MVF-2 plus option for MM IV for drivers who have at least twenty-six (26) regular scheduled hours per week; provided they have no other employer paid insurance coverage available through themselves or spouse. Said coverage shall be for twelve (12) months on employees as set forth above.

(a.) Employees may elect to have the SET coverage, however, if there is additional cost, it shall be paid by the employee.

(b.) Any regular driver working less than twenty-six (26) hours per week may secure coverage under the group plan by paying the full cost.

ARTICLE 28.- WORK PERFORMED BY SUPERVISORS

Supervisory employees, or non-bargaining unit members shall not be permitted to perform work within the bargaining unit except in cases of an emergency.

ARTICLE 29.- CONTRACTING AND SUB-CONTRACTING OF WORK

During the term of this Agreement, the Employer shall not contract out or sub-contract any work that is regularly or normally performed by members of the bargaining unit for the sole purpose of causing a reducing of work regularly performed by members of the bargaining unit.

ARTICLE 30.- UNION BULLETIN BOARDS

The Employer will provide space on a bulletin board in the bus garage which may be used by the Union for posting notices pertaining to Union business.

ARTICLE 31.- MISCELLANEOUS PROVISIONS

(a.) Employees shall be paid their regular rate for loss of time due to school closing or delays, because of emergency days (i.e., snow days, severe weather, epidemics, or other emergencies) not required to be made up by the State Department of Education. Two (2) hours call-in pay if school is not cancelled thirty minutes or more prior to the drivers show-time. Drivers assigned to run will be paid for school closings. Days required to be made up by the State Department of Education shall be rescheduled so as to not increase the total number of work days and will not be compensated for in addition to the emergency day. If Good Friday is a rescheduled day, drivers shall be paid for driving as well as Good Friday as a holiday.

(b.) The School District will pay up to four (4) hours pay per year for time spent on written and road tests for certification purposes.

(c.) The Employer agrees to make available to each bus driver a copy of this Agreement, and to provide a copy of the same agreement to all new bus drivers entering the employment of the Employer. Cost of same to be shared equally between the parties.

(d.) An employee required to work to set up Special Education runs, Kindergarten runs, and Vocational Education runs will receive pay for such requested services up to eight (8) hours per year.

(e.) An employee will be paid his/her actual time spent in conferences at special trip rate.

(f.) On the first day of school, for junior high orientation, the students will be taken home upon early dismissals driven by regular driver; thereafter, the remainder of the students will be picked up. This route will first be offered to the regular A.M. drivers. If the regular A.M. driver is not available, the route will then be offered to the regular P.M. drivers. If regular P.M. drivers are not available, then the routes will be offered to available Permanent Intermittent Drivers.

On any other days when there is an early dismissal, the routes will first be offered to the regular P.M. drivers. If regular P.M. drivers are not available, the routes will be offered to available Permanent Intermittent Drivers.

(g.) All drivers must meet all State requirements for license, medical fitness, TB Tests, and the Driver School with its related testing. All employees will be required to utilize the company designated medical facility unless management authorizes another doctor. If this were to occur, the school will pay up to \$50.00 only. All tests required for licensing must be performed annually.

(h.) All rotation of runs shall be posted. Procedure to be worked out in Special Conference according to Article 7.

(i.) A Conference with employee(s) will be held before time sheets are changed.

ARTICLE 32.- CONTINUING EDUCATION

The District agrees to waive the tuition cost of one class per semester for employees enrolled in High School Completion or Adult Education Classes within the District.

ARTICLE 33.- TERMINATION OF AGREEMENT AND MODIFICATION

(a.) Notification:

It is agreed that the Union shall notify the Superintendent of Schools, 15 Arbor Street, Battle Creek, MI 49015, at least ninety (90) days prior to the expiration of this contract of its intent to open the Contract for negotiations of a new Agreement.

(b.) Effective Dates of Agreement:

This three (3) year Agreement shall become effective on July 1, 1995, and shall remain in full force and effect until June 30, 1998.

Signed this 10 day of May, 1996.

FOR MICHIGAN COUNCIL #25
AFSCME, AFL-CIO,
LAKEVIEW BUS DRIVERS,
CHAPTER OF LOCAL #331

Dennis Hancock

FOR LAKEVIEW SCHOOL DISTRICT

Sharon M. Brandell

RATES

Drivers will be paid per run. The per run pay is a two (2) hour minimum at the established rate per hour. Regular daily runs and special activity trip pay is per hour to the nearest 1/10th hour after the minimum two (2) hours has elapsed. Pay day is every other week on Friday. Time sheets that are due each pay day will be paid on the next pay day.

1995-96 School Year: Regular daily run rate to increase 3% over 1994-95.
Special activity trip rate to increase 3% over 1994-95.

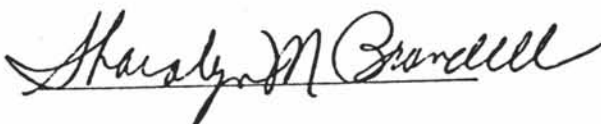
1996-97 and 1997-98:

The increase in compensation for 1996-97 shall be related to the percentage increase in the per pupil foundation grant for 1996-97. The amount by which the wage shall be increased will be determined by the percentage resulting from subtracting 100 basis points (1%) from the increase in the "undesigned" per pupil foundation grant.

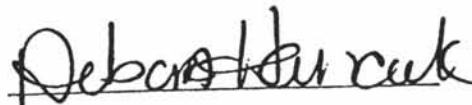
The increase in compensation for 1997-98 shall be related to the percentage increase in the per pupil foundation grant for 1997-98. The amount by which the wage shall be increased will be determined by the percentage resulting from subtracting 100 basis points (1%) from the increase in the "undesigned" per pupil foundation grant.

Agreed to this 31st Day of August, 1995, pending approval by the governing bodies of the above mentioned entities.

For the Employer:



For The Union:



The Employer agrees to pay the employees' contribution to the Michigan School Employees' Retirement System, as provided by law.

LETTER OF UNDERSTANDING
BY AND BETWEEN
AFSCME LOCAL 331
LAKEVIEW TRANSPORTATION CHAPTER
AND
LAKEVIEW SCHOOL DISTRICT

RE: Temporary Recall

The above referenced parties hereby agree to the following:

When a temporary vacancy exists that is known to be at least two (2) weeks in duration, the most senior laid off employee will be temporarily recalled to the open position. Further, the parties agree that all provisions of the contract will apply to the temporarily recalled employee except that medical insurance will not be reinstated.

Paul R. Williams Ph.D.
For the District

Chris Craft
For the Union

Sept 5, 1991
Date

Sept 2 1991
Date

PP/dlw:opeiu459aficio
082891

LAKEVIEW SCHOOL DISTRICT

15 ARBOR STREET
BATTLE CREEK, MICHIGAN
49015

(616) 965-3080

BOARD OF EDUCATION

*Commitment To Excellence
Through Innovation*

LETTER OF UNDERSTANDING (Proposed New Article in 1991)

March 17, 1989

SPECIAL EDUCATION RUNS

- (a) Special Education only runs, shall be bid out in their entirety to one (1) driver, to insure the consistent attention necessary for the special needs of these students.
- (b) Temporary vacancies on Special Education runs shall be filled from the regular A.M. and P.M. rotated substitute list by the substitute driver available to drive the run in its entirety. The substitute driver assigned under this rule will remain on the run for the duration of the temporary vacancy.
 - (1) Extended vacancies shall be filled according to Article 17 (d) and (g).
 - (2) Substitute drivers called to substitute for aides will fill the vacancy in its entirety for the duration of the vacancy if a substitute aide is not or does not become available.

For the Union

Chris Craft
Charlene Warner

For Lakeview Schools

Paul Williams
Dale Fales

TRANSPORT