

# *Agreement*

between

**ESSEXVILLE-HAMPTON BOARD OF  
EDUCATION  
Essexville, MI**

and

**UNITED STEELWORKERS OF AMERICA  
AFL-CIO-CLC  
on behalf of Local Union 7380  
(Bus Drivers Unit)**

**Effective August 25, 2003  
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## AGREEMENT

THIS AGREEMENT was entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003 between the Essexville-Hampton Board of Education, Essexville, Michigan, hereinafter called the "Board", and the United Steelworkers of America, AFL-CIO-CLC, hereinafter called the "Union".

WITNESSETH, WHEREAS, the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965 to bargain with the Union as the exclusive bargaining representative of its Buss Drivers with respect to hours, wages, terms and conditions of employment.

## ARTICLE I RECOGNITION

### Section 1.1 - Unit Definition

The Board hereby recognizes the Union as the exclusive bargaining representative for all regular bus drivers and all substitute drivers, excluding supervisory administrative personnel.

### Section 1.2 - Employee Defined

The bargaining unit shall be defined as all regular bus drivers and all substitute drivers.

1. **Regular Driver:** A driver who has been employed by the Board for a period greater than 30 (thirty) consecutive working days and has an assigned morning and /or afternoon route.
2. **Probationary Driver:** A driver who has been employed by the board for less than 30 (thirty) consecutive working days.
3. **Substitute Driver:** A substitute driver is a person who is employed for the purpose of temporarily replacing a regular driver. If a substitute is employed in replacement of a regular driver for more than 30 (thirty) consecutive working days, the substitute driver will receive holiday pay and snow day pay for those holidays occurring within the period of substitution commencing with the 31<sup>st</sup> (thirty-first) day.

### Section 1.3 - No Discrimination

The provisions of this Agreement shall be applied equally and without favoritism to all employees in the Bargaining Unit. There shall be no discrimination as to sex, age, marital status, race, color, creed, national origin or political affiliation, disability, or sexual orientation.

**ARTICLE II**  
**DUES AND FEES**

**Section 2.1 - Deductions (Check Off)**

The Employer agrees to deduct (check off) from the wages of employees in accordance with the expressed terms of a signed authorization, the initiation fees, monthly dues and service fees in amounts designated by the Union. Such deductions will be made from one pay each month.

With respect to all the sums deducted by the Employer pursuant to authorization of the employee, the Employer agrees promptly to remit to the International Secretary-Treasurer of the Union, at the address which is designated, such sums deducted, along with a list of employees and their respective deductions. A copy of such list shall be furnished to the Financial Secretary and Unit Chairperson of the Local Union.

**Section 2.2 - Union Membership, Present Members**

Any employee who is a member of the Union in good standing on the effective date of this Agreement shall, as a condition of employment, maintain membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members.

**Section 2.3 - Union Membership, New Employees**

Any employee hired after the effective date of this Agreement shall, as a condition of employment, starting thirty (30) days after the effective date of this Agreement or upon completion of the probationary period, whichever is later, acquire and maintain membership in the Union, to the extent of paying the initiation fees and periodic membership dues uniformly required of all Union members.

**Section 2.4 - Service Fee**

In the event an employee does not wish to become a member of the Union or wish to sign a dues checkoff card, he may refuse, without being in violation of Section 2.3, provided that on the thirtieth (30th) day after the signing of this Agreement or upon completion of the probationary period, whichever is later, the employee signs a service fee checkoff authorization form authorizing the deduction of a service fee equal to the initiation fees and periodic membership dues uniformly required of all Union members on a form furnished by said Union.

**Section 2.5 - Failure to Comply**

In the event an employee refuses to comply with Section 2.3 or 2.4 he shall be subject to discharge only after official notice from the International Union.

**Section 2.6 - Notice of New Employees**

Newly hired employees will be given an authorization card and the Financial Secretary and Unit Chairperson of the Local Union will be notified in writing of all new hires, showing their rate of pay, name, date of hire, address and phone number, if any, place of hire, starting and quitting time, and status. Responsibility for signing the card rests with the newly hired employee and the Local Union.



**ARTICLE III**  
**RIGHTS OF THE UNION**

**Section 3.1 - Right to Organize**

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that employees covered by this agreement shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerned activities for mutual aid and protection. As a duly elected body exercising governmental power under the cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union, his/her participation in any activities of the Union or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

**Section 3.2 - Right to Invoke Mediation**

The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of the agreement. Arbitration services of the Michigan Employment Relations Commission will be utilized.

**Section 3.3 - Right to Use Buildings**

The Union and its members shall continue to have the right to use school building facilities at all reasonable hours for meetings, subject to scheduling by principal, business manager, or community schools director. Building use fees will not be charged for meetings of Essexville-Hampton Union employees and the privilege will not be abused.

**Section 3.4 - Right to Wear Insignia**

No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union either on or off school premises.

**Section 3.5 - Right to Information**

The Board agrees to furnish to the Union, in response to reasonable written requests from time to time, available information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of its members, together with information which may be necessary for the Union to process any grievance or complaint. It is agreed and recognized, however, that, except for expenditures contained in any annual budget which are required by the terms of this agreement, the authority to adopt all parts of the annual budget of the school district resides exclusively with the Board, and during the term of this agreement shall

not be the subject of mandatory negotiation with the Union, nor subject to any proceeding under the grievance procedure.

**ARTICLE IV**  
**RIGHTS OF THE BOARD OF EDUCATION**

**Section 4.1 - Constitutional 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 of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion for just cause; and to promote and transfer all such employees.
- B. To determine work schedules, hours of work, and the duties, responsibilities, and assignments of Union personnel.
- C. No term or condition of this contract to the contrary shall, in any way, interfere with the management function of the Board of Education, or replace the inclusive jurisdiction of the Board under the school code, except for wages, hours, terms and conditions of employment.
- D. The parties agree that this contract incorporates their full and complete understanding and any prior oral agreements or practices are superseded by the terms of this agreement. The parties further agree that no such oral understanding or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this agreement.
- E. It is further understood that any of the aforementioned will not be contrary to any section of this contract.

**ARTICLE V**  
**COMPENSATION**

**Section 5.1 - Rates of Pay**

The hourly rate and other economic fringe benefits of all employees covered by this agreement shall be in accordance with Schedule A attached to and incorporated in this agreement.

**ARTICLE VI**  
**HOURS OF WORK AND OVERTIME**

**Section 6.1 – Overtime**

Time and one-half (1 ½) shall be paid for all overtime in excess of eight (8) hours in any day, or forty (40) hours in any one (1) week.

**Section 6.2 – Holiday Break**

Time and one-half (1 ½) will be paid for field trips on Saturdays, Sundays, holidays and during holiday breaks (Christmas and Easter vacation). It is understood that summer break (the period between when school ends for one year and begins the next year) is not considered a “holiday break”.

**ARTICLE VII**  
**HOLIDAYS**

**Section 7.1 – Holidays**

Each eligible driver shall be compensated one day's regular wages for all designated holidays. Holiday pay will be included in the pay period in which it occurs. Designated holidays are as follows:

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

Said holiday pay will be included in that pay period in which it occurs. It is understood that full rates will be applicable for actual driving time as certified by the transportation supervisor.

**ARTICLE VIII**  
**GRIEVANCE PROCEDURE**

**Section 8.1 - Grievance Defined and Procedure**

Step 1: A grievance is defined as an alleged violation of the provisions of this Agreement. An employee may bring a grievance to the attention of his/her supervisor within five (5) working days of the incident, or the knowledge of the incident, upon which the grievance is based. The aggrieved employee, a committee person and the corresponding unit supervisor shall meet to discuss the grievance within five (5) working days after it is brought to the attention of the supervisor. The supervisor is to provide an answer to the aggrieved employee or the committee person within five (5) working days after the meeting.

Step 2: If the grievance is not settled in Step 1, the employee or the employee's committee person may file a grievance in writing on forms furnished by the district within five (5) working days from receipt of the answer from the supervisor and present two (2) copies to the business manager who shall have five (5) working days in which to reply in writing.

Step 3: If a grievance is not settled in Step 2, the Grievance Committee will then submit copies of the grievance to the superintendent of schools within five (5) working days after receipt of the answer from the business manager. A meeting will then be held as soon as possible, but not later than ten (10) working days, between the superintendent of schools and the Grievance Committee for the discussion of the grievance. The decision of the superintendent of schools or designated representative shall be made in writing within five (5) working days after the meeting.

Step 4: Should Step 3 fail, a meeting must be held between representatives of the International Union, the Grievance Committee, and School Board or its representatives. The Union must notify the School Board or its representatives within ten (10) working days after receipt of the answer from the superintendent, unless an extension is mutually agreed to by the Board and the Union.

Step 5: In the event the adjustment is not made, and the dispute shall not have been satisfactorily settled, the matter shall then be referred within fifteen (15) working days from the Board's answer in Step 4, to an impartial arbitrator to be appointed by mutual agreement of the parties hereto. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any issues which have not been set forth in the original grievance. The arbitrator shall have no power to alter or add to or subtract from the terms of this agreement. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law which is violative of the terms of this

agreement. An arbitration hearing will be held, which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The cost of the arbitrator shall be borne equally by the School Board and the Union, and the arbitrator's findings shall be binding on both parties.

### **Section 8.2**

Upon receipt of the list, the Board will first strike two (2) names, then the Union will strike two (2) names. The remaining person shall be the arbitrator; provided that within sixty (60) days of notice of his/her appointment the arbitrator accepts and schedules a date for a hearing in the matter which he/she is to decide. If the arbitrator does not so accept and schedule a hearing as above provided, the American Arbitration Association will again be requested to immediately submit a list of five (5) names and the above procedure for selecting an arbitrator from the panel will be followed.

### **Section 8.3**

The agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the agreement, or to determine disputed facts upon which the application of the agreement depends. The arbitrator shall, therefore, not have authority, nor shall he/she consider its function to include the decision of any issue not submitted or to so interpret or apply the agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rule of contract construction. The arbitrator shall not give any decision which, in practical or actual effect, modifies, revises, detracts from, or adds to, any of the terms or provisions of this agreement. Past practice of the parties in interpreting or applying terms of the agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or detraction) of written terms of this agreement. The arbitrator has no obligation or function to render a decision or not to render a decision merely because in his/her opinion such a decision is fair or equitable or because in his/her opinion it is unfair or inequitable.

### **Section 8.4 - Test of Arbitrability**

If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this article, the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrator shall have the authority to determine whether he/she will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the arbitrator determines that such grievance fails to meet said test of arbitrability, he/she shall refer the case back to the parties without a recommendation on the merits.



### **Section 8.5 - Expense Payment**

The fees and expenses of the arbitrator, cost of transcript, and the hearing room shall be jointly paid by the Board and the Union. All other expenses incurred shall be paid by the party incurring them.

### **Section 8.6 - Date of Settlement**

No monetary claim by an employee covered by this Agreement or by the Union against the Board shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee, or the Union, as the case may be, to know that the employee or the Union has grounds for such claim prior to that date, in which case, the claim shall be limited retroactively to a period of forty-five (45) days prior to the date the claim was first filed in writing.

### **Section 8.7 - Grievances Regarding Layoff or Recall**

In cases of layoff, a grievance claiming that an employee or employees were laid off out of line of seniority must be filed in writing within five (5) working days from the date the Board first submitted a list to the chairperson of the Grievance Committee of the employee or employees so laid off.

Employees upon recall who have returned to work and find they have been deprived of their rights as outlined in this agreement shall have five (5) working days in which to file a grievance.

### **Section 8.8 - Suspension**

Notwithstanding any other provisions of this agreement, no member of the Union shall be preemptively discharged. He/She shall first be suspended without pay for not more than five (5) working days. During this period of suspension the employee may, if he/she believes he/she has been unjustly dealt with, request a hearing and a statement of the offense before the superintendent of schools or designated representative with members of the Grievance Committee present. At such hearing, the facts concerning the case shall be made available to both parties. As soon as practicable after such hearing but not later than five (5) working days, the superintendent of schools or designated representative shall conclude whether the suspension shall be revoked, modified, extended or converted into a discharge. In the event the suspension is modified, extended, or converted into a discharge, the employee may file a grievance alleging that he/she was unjustly treated and such grievance shall be presented under Step 3 of the grievance procedure within five (5) working days after the superintendent of schools' or designated representative's final decision on such suspension or discharge. Steps 1 and 2 shall be considered automatically processed. Should such grievance prove that the employee was unjustly suspended or discharged, the Board shall reinstate and reimburse said employee for financial loss sustained during the period of suspension or discharge at the employee's regular rate of pay.

**Section 8.9 - Union Notification**

A member of the Union Grievance Committee shall be notified in writing by management of any disciplinary layoff, suspension, or discharge of any employee who has acquired seniority.

**Section 8.10 - Presence of Union**

Any employee or group of employees who are called in to any office for the purpose of discipline may request the presence of the chairperson of the Grievance Committee or other committee person and such request shall not be denied by the Board. Employees will not normally be disciplined or given any reprimand in the presence of students or employees; it is understood that grievance committee person may be present.

**Section 8.11 - Grievance Committee**

The employees shall be represented by a Grievance Committee which shall consist of two (2) members selected by the members from the seniority list and the unit chairperson. They shall be the last employees to be laid off and first to be returned unless they elect to resign.

**Section 8.12 - Alternate Committee Persons**

Alternate Committee Persons shall be recognized when the regular committee person is absent. Alternate Committee Persons shall not have the super-seniority a regular committee person has as outlined in Section 8.11.

**Section 8.13 - Meeting Times**

The Grievance Committee shall meet with management at such times as may be determined to be necessary and as will not conflict with reasonable operations.

**Section 8.14 - Committee Present at Meetings**

Any employee or group of employees who are called into any meeting regarding any matter which comes under the jurisdiction of the Union may request the presence of a member of the Grievance Committee and such request shall not be denied.

**Section 8.15 - Paid Time**

Grievance members and/or the employee(s) involved in the Grievance Procedure will be paid his/her regular authorized rate for reasonable time spent, while on duty during his/her regular shift working hours, in the processing of a grievance.

## **ARTICLE IX** **SENIORITY**

### **Section 9.1 – Probationary Period**

All newly hired employees or those hired after a break in seniority shall be regarded as a probationary employee for the first thirty (30) days worked.

Probationary employees service with the employer may be terminated at any time by the employer in its sole discretion and neither the employee so terminated nor the Union shall have any recourse to the grievance procedure over such termination except in cases alleging discrimination per Article I, Section 1.2. Upon completion of their probationary period, such employees shall then be credited with seniority beginning with the day of hire, and such employees will be entered on their appropriate seniority list as of the most recent date of employment and shall accumulate seniority from that date.

### **Section 9.2 – Seniority List**

A seniority list shall be established for regular drivers and a separate list for substitute drivers. Seniority for the substitute driver shall accumulate by the number of days worked.

### **Section 9.3 – Posting of Seniority Lists**

Up-to-date seniority lists shall be posted on the bulletin boards of the transportation office before the end of the school year.

### **Section 9.4 – Loss of Seniority**

Seniority shall be lost for one of the following reasons only:

1. Employee quits.
2. Employee is discharged for just cause.
3. Laid-off employee is not re-employed within twenty-four (24) months.
4. When an employee quits a regularly scheduled position and becomes a substitute, his/her seniority shall be frozen as a regular driver and he/she shall begin to accumulate seniority as a substitute.
5. If a substitute driver refuses to appear for work on the request of the Transportation Supervisor three (3) consecutive times without a reasonable excuse, the substitute's name may be removed from the seniority list.

**Section 9.5 – Order of Lay-off**

When there are layoffs for any reason, the following procedure shall be followed:

All probationary employees shall be laid off first in line with their seniority. Thereafter, employees shall be laid off in line with their department seniority. The employees with department seniority who are qualified and will do the work of the employee to be displaced may do so. The employee on the affected job may use his/her seniority to displace a less senior employee.

**Section 9.6 – Order of Increase (Recall)**

When there is an increase in working forces, after a layoff, the reverse of the above layoff procedure shall be followed. Before any new employee is hired, the senior employee on layoff shall first be offered the employment and, if he/she is willing and able to do the work, he/she shall be awarded the job.

**Section 9.7 – Notice of Layoff**

When an employee, other than a probationary or substitute employee, is laid off, he/she will be given five (5) working days notice of such layoff.

**ARTICLE X**  
**JOB BIDDING**

**Section 10.1 - Job Bidding**

Selection of employees for the purpose of filling all job vacancies or newly created routes and jobs shall be made by the Board on the basis of seniority. In the selection of employees for such purposes, the following provisions shall apply:

- a. The driver shall supply the Board with all available information pertaining to their route (maps, bus mileage, distance driven, head count) fifteen (15) days prior to the closing of school in June.
- b. Route Determination. The Board shall determine the routes to be assigned no later than four (4) business days prior to the opening of school in the fall, and immediately following such period, all available information pertaining to routes will be made available for inspection by the driver during regular business hours.
- c. Orientation/Bid Meeting Date. The Board shall hold an orientation/bid meeting no later than two (2) business days prior to the opening of school, and at this meeting, job bidding will take place and all routes will be awarded according to seniority. Job bids may be submitted in writing.
- d. Once such routes have been established and bid on, the time for such routes shall not arbitrarily nor discriminatorily be changed. This is not to infer that the Board cannot change routes to effect efficiency and economy.
- e. If such route is increased or decreased by more than fifteen (15) minutes before or after the beginning or end of a morning, noon, or afternoon run, or by addition or deletion of a noon run, any of the affected seniority drivers may then bump for a more desirable route based on his/her seniority. Such bumps will be a straight exchange except for special education bus routes, for which special administrative consideration will be given.
- f. After the routes have been bid and awarded, drivers may not thereafter change routes except where a permanent vacancy occurs.

**Section 10.2 - Notice of Permanent Vacancy**

The Board may, at its discretion, assign any driver to operate the bus or vehicle involved while the "permanent" vacancy is being filled as provided herein.

Notice of vacancy shall be posted by the Board on the bulletin boards within five (5) working days from the time such vacancy first occurred, for a period of not less than three (3) full working days in order that all interested employees may be given an equal opportunity to bid.

### **Section 10.3 - Notice Information**

Such notice shall state information about the permanent vacancy including route, the hours and the date bidding closes.

### **Section 10.4 - Written Bids**

Interested employees' bids shall be put in writing by them in a method mutually agreed to by the Board and the Union, in duplicate, and shall be signed by the employee. The employee will then deliver two (2) signed copies to the Union committeeman who will keep one and file one with the Director of Transportation. When the notice of permanent vacancy is posted it will be pointed out that other permanent vacancies will probably result when the advertised job is filled and all employees will indicate on their bid slips whether they are interested in only the original or any other resulting permanent vacancy and this will be taken into consideration when bids are opened in the presence of the Union representative.

### **Section 10.5 - Trial Period**

The successful bidder shall be placed on the permanent vacancy or route within five (5) working days, or sooner if possible, from the date the permanent vacancy or route was first posted. Such successful applicant shall serve a fifteen (15) working day trial period. At the completion of said trial period, the employee may elect to return to his former route or position. If the supervisor or his designee determines that the employee has not successfully filled the permanent vacancy, the employee may be returned to his former route or position, subject to the grievance procedure. It is further understood that an employee may only exercise his right to return to his former route or position once each semester.

### **Section 10.6 - Notification to Union Chairperson**

The Director of Transportation shall notify the Chairperson of the committee and the driver/dispatcher as to the name of the successful bidder together with the date of such award.

The Union Chairperson and the driver/dispatcher will be provided notification when an employee is returned to his former position.

### **Section 10.7 - Filling Temporary Vacancy**

A temporary vacancy shall be filled for ten (10) working days from the list of available substitute drivers. After the initial ten (10) day period, the vacancy shall be filled by the most senior substitute desiring the vacancy, who shall then remain in the position until the regular driver returns. The substitute shall enjoy the status of a regular driver except that they shall receive only those benefits granted to a substitute driver under the Labor Agreement.

**ARTICLE XI**  
**UNPAID LEAVES**

**Section 11.1 - Peace Corps Unpaid Leave**

Leave of absence shall be granted without pay up to two (2) years to any employee who enrolls in the Peace Corps as a full-time participant. Such employee shall be restored to employment with the district and shall be given the benefit of any increases which would have been credited to him/her had he/she remained in active service with the school system, provided, however, that such employee shall make application to return to work within ninety (90) days after discharge from the Peace Corps. If the leave has not expired, he/she shall be assigned to the same position in which employed prior to the leave or to a substantially equivalent position unless a further extension thereof is mutually agreed to by the Board and the Union. Seniority is to be frozen after two years.

**Section 11.2 - Public Office Unpaid Leave**

An employee elected or selected for a full-time public office which takes him/her from his/her duties with the school system shall, upon proper written request, receive a leave of absence without pay for the term of such office or two (2) years, whichever is less. Unless such employees return within the time limit hereinbefore specified, such leave of absence shall terminate unless it has been renewed for a specific period with the approval of the superintendent of schools. Seniority is to be frozen after two (2) years.

It is recognized that an employee has the right to serve in, or be elected to, public office less than full-time. However, such services shall not be permitted to interfere with his/her normal employment duties.

**Section 11.3 - Personal Unpaid Leave**

Leave of absence without pay for a bona fide reason (which shall not include employment for another employer) shall be granted to employees for periods of not to exceed thirty (30) working days. Such leave shall not involve loss of seniority. No two (2) employees shall be granted leave at the same time. It is understood that an individual employee will be limited to two (2) leaves of absence without pay during a school year with at least one (1) month (20 working days) between leaves.

Leave, due to critical illness in the immediate family, may be an exception if the individual receives approval from the Board of Education. Personal leave days may be granted while other individuals are on leave without pay.

**Section 11.4 - Union Unpaid Leave**

The Board shall grant a leave of absence, with accrual of seniority, upon the written application of any employee who accepts a position with the Local Union, International Union, Federated Union bodies and government or civic organizations; provided, however, that such

employees make annual application for an annual extension during the last thirty (30) days of each year of such leave of absence and provided further, that upon returning to work such employee must be able, after a physical examination on the part of the Board, to perform the work of the job to which he/she is returning or to such other job as he/she might be capable of performing and to which he/she might be entitled by reason of his/her seniority. Such leave of absence for a position with the Union or other organizations mentioned herein shall be limited to a total of four (4) years, including any annual extensions.

### **Section 11.5 - Armed Forces Unpaid Leave**

Any employee who has completed his/her probation period and who has entered or who enters the armed forces or merchant marine, shall be restored to employment provided application is made within ninety (90) days after discharge from service. In the case of disabled veterans, within ninety (90) days of completion of hospitalization, restoration shall be on the basis of accumulated seniority and to a wage rate and status the employee would have reached in normal wage progression had he/she not left the employment of the Board. Should an employee be unable to perform the work to which he/she is thereby entitled, he/she shall be granted a reasonable program of training so that he/she may have the opportunity to perform the work required.

### **Section 11.6 - Veterans' Education Unpaid Leave**

Any returning veteran desiring to pursue a course of study in accordance to the federal law granting him/her such opportunity, before or after returning to his/her employment with the Board, shall be granted a leave of absence for this purpose. Such veteran, however, must notify the Board and the Union in writing at least once each year of his/her continued interest to resume active employment upon completion of his/her course of study. During said leave, seniority shall not accrue. The members must apply for reemployment by March 15 of the school year prior to the school year he/she wishes employment. The Board may require the member to submit to a physical and/or mental examination by a physician of its choice. If the board determines that the member is able to resume his/her duties and his/her leave of absence has not expired, he/she shall be assigned to the same position in which employed prior to the leave or to a substantially equivalent position commencing at such date as such a position becomes available.

### **Section 11.7 - Disability Unpaid Leave**

A driver whose illness continues beyond his/her accumulated sick leave will be granted a leave of absence without pay for a period not to exceed one (1) year. The driver will request such extended leave in writing to the superintendent, with a physician's certificate stating that the driver is not able to perform the duties of his/her position. When the physician determines that the driver is able to resume his/her duties and the employee's leave has not expired, the driver must request in writing to the Board his/her desire to return to work. When the Board determines the driver's fitness, he/she shall be assigned to the same position or as close as possible in which employed prior to his/her leave. Upon return of the regular driver to full and continuing employment, a substitute driver will be laid off in accordance with the seniority list established for substitute drivers.



**Section 11.8 – Child Rearing Leave**

To the extent required by the provisions of the Family and Medical Leave Act, an eligible employee shall be granted leave for the purposes and subject to the terms and conditions provided by that law and its implementing regulations. Additionally, an employee, upon written request, shall be granted an extension of leave of absence without pay and benefits for the purpose of child care attendant to the birth or adoption of the employee's child up to a total leave of absence period of one (1) year from the commencement of the leave of absence related to the birth or adoption of the child.

**ARTICLE XII**  
**PAID LEAVES**

**Section 12.1 – Sick Leave**

- A. The primary purpose of a sick leave allowance is to cover the absence of a bus driver from work because of personal illness or injury sufficiently severe that it would make his/her contact with students inadvisable. Sick leave applies only to absences resulting from illness or injury of the employee.
- B. Sick leave will be granted only to non-probationary regular drivers (non-substitutes) at the rate of twelve (12) days per year, with a maximum accumulation of 120 days during the term of this Agreement. For illness in excess of three (3) days, the driver must submit documentation of medical attention.

It is understood in instances of illness the Board of Education reserves the right to refer a driver to a doctor chosen by the Board of Education, provided that the Board pays the cost involved.

- C. It is understood that when an individual exhausts his/her individually accumulated sick leave, the Board of Education will continue payment of health insurance premiums for a period of ninety (90) days provided the driver has a minimum of ten (10) years service within the school district.

It is understood that prior to the Board of Education paying any health insurance premium for an individual within this Article, the individual must have exhausted all personal days and vacation allowance.

**Section 12.2 – Emergency Illness Leave**

Regular drivers absent due to an emergency illness or injury of a member of the immediate family shall be paid at the regular rate, not to exceed four (4) days in any one school year. This leave is not to accumulate from one year to another. Application may be made to the superintendent of schools for one additional day of absence if circumstances warrant. The decision of the superintendent is to be final and specifically eliminated from the grievance process.

Leave of absence without pay for a bona fide reason as approved by the superintendent of schools or his/her designated representative, such as due to critical illness in the immediate family (which shall not include employment for another employer), shall be granted to employees for periods of not to exceed thirty (30) days. Such leave shall not involve loss of seniority.

### **Section 12.3 – Funeral Leave**

- A. Drivers absent from duty because of death of a member of his/her immediate family shall be paid for a maximum of four (4) days for attendance at the funeral if the days are scheduled workdays. Said days are independent of sick leave and are not cumulative. One (1) additional day may be granted by the superintendent for special circumstances. The decision of the superintendent is to be final and specifically eliminated from the grievance process.
- B. Immediate family as used in this article is defined to mean: mother, father, husband, wife, sister, brother, grandparents, mother-in-law, father-in-law, child, stepchild, grandchild (natural or adopted), son-in-law, daughter-in-law.
- C. Drivers absent from duty because of the attendance at the funeral service of brother-in-law, sister-in-law, niece or nephew shall be paid the equivalent of one day's pay. Said day is independent of sick leave and is not cumulative.

### **Section 12.4 – Personal Days**

Regular drivers, upon completion of their probationary period, shall be entitled to two (2) personal days per school year with the following limitations: personal days may only be utilized for personal affairs which cannot normally be handled outside work hours. A personal leave day cannot be used the day before or the day after a holiday or vacation period, the first or last day of a school term, or the first day of a fishing or hunting season. Personal leave days are to be requested of and approved by the superintendent of schools or his/her designated representative as soon as conditions permit a member to make the request.

It is understood that unused personal leave days will be allowed to accumulate into a sick leave bank or the driver may choose to be paid for them. It is further understood that unused personal leave days will be allowed to accumulate for the length of this contract. The Union and the Board of Education will each appoint two (2) members to the Sick Leave Bank Council in order to administer potential requests of utilization of sick leave from the sick leave bank.

### **Section 12.5 – Terminal Leave Payment**

A regular driver (hired before July 1, 1997) who, after five (5) years of service to the school district, terminates his/her employment in good standing, shall be paid one (1) day's pay for each day of accumulated sick leave at the rate identified on his/her to-and-from school route not to exceed \$1,500.

A regular driver (hired after July 1, 1997) who terminates his/her employment in good standing, shall be paid one (1) day's pay for each day of accumulated sick leave at the rate identified on his/her regular daily routes not to exceed \$500.

A regular driver who retires from the school district into the Michigan Public School Employees Retirement System (MPERS) shall be paid one (1) day's pay for each day of accumulated sick leave at the rate identified on his/her regular daily routes as follows:

|          |                       |
|----------|-----------------------|
| 10 Years | Not to exceed \$1,500 |
| 15 Years | Not to exceed \$1,750 |
| 20 Years | Not to exceed \$2,000 |
| 25 Years | Not to exceed \$2,250 |
| 30 Years | Not to exceed \$2,500 |
| 35 Years | Not to exceed \$3,000 |
| 40 Years | Not to exceed \$3,250 |

**Section 12.6 – Jury Duty**

A Union member will be granted a leave of absence with pay, not chargeable against sick leave days or on the overtime board, while serving as a juror in the Court of Record. Bargaining unit members are to endorse the check from the courts for per diem compensation to the School District. Allowances would be made for days bargaining unit members are scheduled for work.

**Section 12.7 – Paid-For Time Off**

All paid-for time off will be paid at the driver's regular assigned routes transporting students to and from school during a normal school day. One day's compensation is equal to the number of hours each individual driver is scheduled to work per day. (I.E) A driver who has a morning (1 ½ hours), kindergarten (1 hours) and afternoon (2 hours) route will be allowed 4 ½ hours per day. If said driver were to take a half of a personal day in the afternoon and still drive his/her kindergarten route, he/she would be charged two (2) hours. However, should said driver not drive his/her kindergarten route and not drive his/her afternoon route, he/she would be charged three (3) hours.

**ARTICLE XIII**  
**SAFETY & HEALTH**

**Section 13.1 - Board Obligation**

The Board of Education and the Union agree to establish a Safety and Health Committee of four (4) members, two (2) representing the Union and two (2) representing the Board. This committee may meet as necessary.

**Section 13.2 - Protective Equipment**

The Board shall make all reasonable provisions for the safety and health of its employees during the hours of their employment. Major protective devices and other equipment to properly protect employees from injury shall be provided by the Board.

**ARTICLE XIV**  
**PAID FOR TIME**

**Section 14.1 - Pay Rates and Period**

All employees covered by this agreement shall be paid for all work performed as scheduled by the Board. Rates of pay provided for by this agreement shall apply. Pay periods shall be established on a bi-weekly basis.

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**ARTICLE XV**  
**EXAMINATIONS AND IDENTIFICATION FEES**

**Section 15.1 - Examinations**

Physical, mental or other examinations required by a governmental body or the employer shall be promptly complied with by all employees. The employer reserves the right to select its own medical examiner or physician to conduct a regular annual physical when requested by the Board; the physical requested by the Board will be at Board expense. The Union may, if it believes an injustice has been done to an employee, have said employee re-examined at the Union expense. If conflict develops, a third doctor will be mutually chosen to perform an examination. Expenses will be jointly shared by the Board and the Union. A decision of the majority of physicians or medical examiners shall be final.

**Section 15.2 - Personal Identification**

Should the employer find it necessary to require employees to carry or record full personal identification, such requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the employer.

**ARTICLE XVI**  
**MISCELLANEOUS**

**Section 16.1 – Physical Examinations**

Each driver may be required to pass a physical examination prior to the inception of every school year. Bargaining unit members may utilize a physician of their choice with the understanding that any costs above the normal fee paid by the school-appointed physician is to be paid by the member.

**Section 16.2 – Tuberculin Tests**

In the event that the Bay County Health Department conducts a TB testing service, the Board will pay the service charge for each driver, if charged.

**Section 16.3 – Legal Action**

If any bargaining unit member is complained against or sued by reason of action taken by any other bargaining unit member in a job-related function during the working day, the Board will provide legal counsel and render assistance to the bargaining unit member in his/her defense provided the bargaining unit member was performing his/her duties in accordance with the Board and school policies and was not unreasonable.

**Section 16.4 – Assault**

Any case of job-related assault upon a driver shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to inform the driver of his/her legal rights and obligations with respect to unprovoked job-related assaults and shall render reasonable assistance to the driver in connection with the handling of the incident by law enforcement and judicial authorities provided the bus driver was performing his/her duties in accordance with Board and school policies and was not unreasonable.



**ARTICLE XVII**  
**CONDITIONS OF AGREEMENT**

**Section 17.1**

This agreement is made subject to all statutes now or hereafter enacted or amended, including the School Code of 1955. Any provisions hereof in conflict with any such statute shall be of no force and effect, and all rights, duties, and benefits provided to, or imposed therein upon the employee, the school district, or the Board shall not hereby be denied or restricted, except as otherwise specifically and lawfully provided herein.

**ARTICLE XVIII**  
**STRIKES & RESPONSIBILITIES**

**Section 18.1 - No Strike**

During the life of this agreement, neither the Union nor any of its agents, or persons acting in its behalf, shall cause, authorize or support, nor shall any of its members take part in any strike; that is, the concerted failure to report for work, or willful absence of any employee from his/her position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment for any purpose whatsoever.

**Section 18.2 - Notification to Union**

If the Union, after being notified in writing by the Board of any such strike or work stoppage, within twenty-four (24) hours, disclaims in writing to the Board, responsibility for any activity prohibited hereby, and takes immediate steps to seek to end such strike or work stoppage, it shall not be liable in any way therefor. Violation of this article by any employee, or group of employees, shall constitute good cause for their discharge or for the imposition of discipline or penalties without recourse to arbitration; provided, however, that the question of their participation shall itself be subject to arbitration.

**Section 18.3 - Legal Remedies**

The Board of Education, in the event of the violation of this article, shall have the right, in addition to the foregoing, to avail itself of any other remedies available at law.

**Section 18.4 - No Waiver**

Notwithstanding the foregoing, nothing contained in this article shall be construed as a waiver of any rights of the Union or its members which they may have under Act 379 of the Public Acts of 1965, or which are otherwise provided by law.

**ARTICLE XIX**  
**MISCELLANEOUS BENEFITS**

**Section 19.1 – Health Insurance**

All regular drivers who are not currently covered by another medical program shall be entitled to enroll for single subscriber health insurance coverage under Blue Cross – Blue Shield (Community Blue Plan I, 10/20 Rx with a 2X MOPD Rider, and a PDXED Rider, Vision and Dental). (*Board self insured – currently MEBS*) If a regular driver who is otherwise eligible for medical insurance waives that coverage, in writing, he/she shall be entitled to \$125.00 per month either in cash or to be applied toward the purchase of other non-taxable benefits under the terms of a Section 125 Plan established and administered by the Board. It is understood that the Board of Education is responsible for the increase in premiums for the 2003-2004 school year. In 2004-2005 and 2005-2006 the contribution of the Board of Education toward insurance premiums will not be increased more than 10% of the previous year's contribution.

**Section 19.2 – Life Insurance**

Term life insurance in the amount of \$15,000 to include equivalent amount of accidental death and dismemberment is to be provided each non-probationary regular driver (non-substitute) for the length of this Agreement.

**Section 19.3 – Chauffeur's License (CDL)**

The Board will reimburse each regular driver for the complete cost of the Commercial Drivers License (CDL), all endorsements, and the road test upon submission of receipt. The Board will reimburse each substitute driver for the same as regular drivers after he/she has worked for the district for one (1) year.

Further, the Board will allow up to four (4) hours pay for the purpose of obtaining the required CDL and all endorsements with the approval of the supervisor of transportation.

**Section 19.4 – Vacation Pay**

One (1) paid day shall be granted for each completed two (2) years of service to a maximum ten (10), provided that the days must be taken when school is not in regular session. These days shall be credited on July 1<sup>st</sup> following the completion of the employee's anniversary date.

| Vacation Pay |        |
|--------------|--------|
| Years        | Days   |
| 2 years      | 1 day  |
| 3 years      | 1 day  |
| 4 years      | 2 day  |
| 5 years      | 2 days |
| 6 years      | 3 days |
| 7 years      | 3 days |
| 8 years      | 4 days |
| 9 years      | 4 days |
| 10 years     | 5 days |

| Vacation Pay     |         |
|------------------|---------|
| Years            | Days    |
| 11 years         | 5 days  |
| 12 years         | 6 days  |
| 13 years         | 6 days  |
| 14 years         | 7 days  |
| 15 years         | 7 days  |
| 16 years         | 8 days  |
| 17 years         | 8 days  |
| 18 years         | 9 days  |
| 19 years         | 9 days  |
| 20 years or more | 10 days |

#### **Section 19.5 – Tax Sheltered Annuities Program**

Individual bargaining unit members may enter into a tax sheltered annuities program. The Board of Education will make deductions for the purchase of annuities which meet the requirements of Section 403(b) of the code for such members who make application therefore in a manner satisfactory to the School District. The School District shall select the companies and have no responsibility for the tax or financial results of any employee of such purchases. Other than the above listed there will be no alternative benefits paid to those individuals not participating in the purchase of tax sheltered annuities.

#### **Section 19.6 – Housekeeping Duties**

The transportation supervisor shall schedule one day for the cleaning of vehicle interiors prior to the inception of each school year. Transportation supervisor may allow an eight (8) hour day for this activity. Drivers will be supplied facilities and materials for the cleaning of his/her assigned vehicle. Cleaning shall include, but not be limited to, the following:

1. Wash and clean seats.
2. Wash and clean all interior and exterior window glass
3. Wash and clean interior walls
4. Other cleaning duties as assigned by the transportation supervisor

All drivers will be expected to perform the functions as indicated.

Drivers shall be paid \$62.50 to perform the cleaning of busses, Van \$30.00.

### **Section 19.7 – Snow Days**

Drivers shall receive their regular rate of pay for days of student instruction which are canceled because of inclement weather, fires, epidemics, mechanical breakdown or health conditions provided that such days need not be rescheduled in order for the District to receive full state aid and to fully comply with the requirement of law and the Michigan Department of Education.

On scheduled days/hours of student instruction which are not held because of inclement weather, fires, epidemics, mechanical breakdown or health conditions (as defined by city, county or state health officials) and which must be rescheduled to ensure that there are a minimum number of days/hours prescribed in Michigan law and for the District to receive full state aid, drivers shall be excused from reporting and will not be paid for such days/hours. Drivers who are required to work on rescheduled days/hours of student instruction, which are established by the District, will be paid at their regular hourly rate for those services.

### **Section 19.8 – Damage to Personal Property**

If, in the performance of regular or assigned duties of the bus driver, without negligence on his/her part, the driver shall suffer damage to or theft of his/her clothing or other personal property, but not including damage to automobiles or loss of money, to the extent of \$5.00 but not more than \$100.00 per year, the Board shall make reimbursement. The Board may require subrogation, assignment and full cooperation by such driver in seeking recovery from any party responsible for said loss.

**ARTICLE XX**  
**BUS DRIVER EDUCATION CLASSES**

**Section 20.1**

All employees must attend the School Bus Driver Education classes except when on sick leave or Workers' Compensation. The compensation for such attendance shall be for the hours spent in class at the employee's regular hourly rate as published in Schedule "A". No pay may be received by an employee for attending classes while on sick leave or Workers' Compensation. All bus drivers must meet State Department of Education regulations. Drivers who are ineligible, or new drivers, shall complete up to twelve (12) hours of classes and shall be paid by the Board. The hours of class each year for all other drivers shall be set by the Director of Transportation. Bus drivers required to take written and/or road tests will be paid up to two (2) hours, but not less than one (1) hour at their hourly rate for such tests taken. Employees who receive pay for classes must work one (1) year after receiving payment or may be required to reimburse the Board for the payment of such classes.

**Section 20.2**

The Director of Transportation shall apply for a certificate of enrollment of a temporary permit for new drivers and employees returning from sick leave or Workers' Compensation who are ineligible due to lack of courses.

**Section 20.3**

The reimbursement rate for In-Service days shall be the driver's hourly rate as stated in Schedule "A" for the hours of required participation as defined by the Director of Transportation.

**ARTICLE XXI**  
**FIELD TRIPS – SPECIAL TRIPS**

**Section 21.1 – Field Trips**

- A. Regular bus drivers will receive first choice where school-owned school buses are utilized to transport students to and from any field trip destination. First, such field trips will be offered in order of seniority to the most senior regular driver to the least senior regular driver on a rotating basis for equalization of assignment to field trips. If none of the regular bus drivers accept assignment to the field trip, then the field trip assignment shall be offered in order of seniority to the most senior substitute bus driver to the least senior substitute bus driver on a rotating basis for equalization of assignment of field trips. If the field trip assignment is not accepted by a regular or substitute bus driver, the field trip may be assigned by the administration in reverse order of seniority to the least senior substitute bus driver to the most senior substitute bus driver on a rotating basis for equalization of assignment to field trips. A bus driver is not required to take a field trip instead of the bus driver's regular bus run.
- B. Bus drivers will be paid fifteen (15) minutes before the departure time for the field trip to fifteen (15) minutes after the return from the field trip destination.
- C. It is understood that field trips will be paid at the hourly rate as expressed. It is understood that time will be computed from time of departure to time of return except sleep time will be excluded from pay on overnight trips. Active or paid-for time is to be determined in consultation with the bus driver, transportation supervisor, and the trip's prime sponsor. Under most conditions sleep time would be considered to be eight (8) hours.
- D. Drivers will be paid a minimum of one (1) hour at established field trip rates for all scheduled field trips. Drivers will be paid for a minimum of two (2) hours for trips scheduled for weekends and holidays.

**Section 21.2 – Meal Allowances**

Bus drivers on special trips or attending training classes shall be allowed maximum daily meal allowance as follows: breakfast - \$6.00; lunch - \$7.00; dinner - \$10.00 provided that actual receipts for purchase of meals accompanies request for reimbursement. Reimbursement is to be made in the amount indicated on the receipt except in those instances within which there is not a restaurant available; the bus driver may receive an allowance of \$5.00 for meals provided that the transportation supervisor certifies the unavailability of restaurant facilities.

**Section 21.3 – Lodging**

In the event that an overnight stay is necessary, as determined by the transportation supervisor, lodging may be reimbursed upon presentation of a paid receipt.

### **Section 21.4 – Special Trips**

The term “special trips” is defined as the operation of a vehicle that does not transport students.

1. **Mail Trips**

If the mail run is filled by a bus driver, the hourly rate of pay shall be \$8.75 per hour. However, bus drivers are not required to assume the mail route. If the driver's personal car is utilized for the special mail route, the driver shall be reimbursed at the level of current Board policy. The driver will submit a record of daily mileage traveled per month.

2. **Service Centers**

Regular bus drivers who drive buses to and from a service center for repair of buses shall be paid their normal regular hourly rate of pay for all time spent.

3. **Evacuation Drills**

All regular drivers are to be paid the regular hourly rate for all hours spent due to a bus evacuation drill as scheduled by the transportation supervisor.

4. **Drug Testing**

All regular drivers will be paid their normal regular hourly rate of pay for time necessary for drug testing.

### **Section 21.5 – Special Trip Assignments**

1. A special trip is defined to include the operation of a vehicle for purposes of transporting students in situations outside of the regular daily route to and from school.
2. In reference to special trips, an effort will be made by the transportation supervisor to provide each driver with approximate equal amounts of time worked in special trip assignments. An accrual record of special trip assignments will be placed in the office of the transportation supervisor and such time accrued for each driver for a school year. Time offered and refused by an individual driver shall be charged against the accumulative record. The record shall be accumulative from July 1 to June 30 of each year of the contract.
3. Posting of special trips will be made by the transportation supervisor as soon as he/she receives notification, or on a monthly basis. Time and one-half will be charged as the amount of time paid for. Example: working six (6) hours on time and one-half (1 ½) amounts to nine (9) hours credited to accrued time list kept in the transportation supervisor's office.



**Section 21.6 – Operation of Vehicles**

Current policy is to be maintained in relationship to operation of school-owned vehicles, with teachers, coaches, and others approved by the Board of Education being allowed to drive the school-owned van and station wagon. It is understood that the purchase of additional vans or station wagons for the primary purpose of transporting students will be subject to a meeting between representatives of the bus drivers and representatives of the Board of Education to discuss the potential impact on working conditions of bus drivers.

ARTICLE XXII  
TERMINATION OF AGREEMENT

Section 22.1 - Effective/Termination Dates

The terms and conditions of this agreement shall become effective August 25, 2003, and shall continue in effect until 12:01 a.m., August 25, 2006.

Section 22.2 - Notices

Any notice to be given under this agreement shall be given by certified mail and, if by the Board, be addressed to the United Steelworkers of America, 503 N. Euclid Ave., Suite #10, Euclid Plaza, Bay City, Michigan 48706; and if by the Union, to the Board of Education Offices, 303 Pine, Essexville, Michigan 48732. Either party may, by like written notice, change the address to which certified mail notice to it shall be given.

Signed this 13 day of OCTOBER, 2003.

Essexville-Hampton Board of Education  
Essexville, MI

\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

United Steelworkers of America  
AFL-CIO-CLC

\_\_\_\_\_  
Leo W. Gerard, Int'l President

\_\_\_\_\_  
James English, Int'l Secretary-Treasurer

\_\_\_\_\_  
Andrew V. Palm, Int'l Vice President

\_\_\_\_\_  
Leon Lynch, Int'l Vice President

\_\_\_\_\_  
Harry E. Lester, District Director

\_\_\_\_\_  
Arthur Kroll, Sub-Director

\_\_\_\_\_  
Miles Cameron, Staff Representative

Local Union 7380

\_\_\_\_\_  
Melissa Smith, Unit President

\_\_\_\_\_  
Amy Loubert, Committee

**SCHEDULE "A"**  
**WAGE RATES & CLASSIFICATIONS**

|             | <u>Current</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> |
|-------------|----------------|---------------|---------------|---------------|
| Bus Drivers | \$15.47        | 15.93         | Wage Opener   | Wage Opener   |

*Note: This schedule represents a 3% per year increase.*

Example:

|                                       | <u>2003-04</u> | <u>2004-05</u> | <u>2005-06</u> |
|---------------------------------------|----------------|----------------|----------------|
| A. Morning Runs – 1 ½ hours           | 23.89          | Wage Opener    | Wage Opener    |
| B. Afternoon Runs – 2 hours           | 31.86          | Wage Opener    | Wage Opener    |
| C. Skill Center (Round Trip) – 1 hour | 15.93          | Wage Opener    | Wage Opener    |

Attachment 1

NOTIFICATION OF DEFECT

\_\_\_\_\_  
Date

I believe bus # \_\_\_\_\_ is unfit for service.

I have advised the transportation supervisor of the following defects or conditions:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

\_\_\_\_\_  
Bus Driver

\_\_\_\_\_  
Transportation Supervisor

**MEMO OF UNDERSTANDING**

between the  
**ESSEXVILLE-HAMPTON BOARD OF EDUCATION**  
and the  
**UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC**

This Memorandum of Understanding between the Essexville-Hampton Public Schools and the United Steelworkers of America, AFL-CIO-CLC, on behalf of the Bus Drivers, is for the purpose of promoting understanding between the parties with respect to the guidelines intended to be used by the administration of the school district in scheduling of field trips to be driven by bargaining unit members. In an effort to alleviate controversy about the scheduling of field trips where bus drivers are assigned to transport students to a field trip destination, then return to the school district and return later to pick up and return students to the school district from the field trip destination, the administration of the school district hereby declares its intention to generally adhere to the following guidelines in scheduling field trips:

1. Field trips on school days will be scheduled such that bus drivers will not be required to return to the school district immediately after transporting students to the field trip destination and return later to transport students back to the school district if the driving distance (not radius) is ten (10) miles or more one way.
2. Field trips on non-school days will be scheduled such that bus drivers will not be required to return to the school district immediately from transporting students to a field trip destination and return for transportation of students back to the school district when the driving distance (not radius) is in excess of thirty (30) miles one way and the layover time is less than three (3) hours.
3. Notwithstanding the guidelines expressed in paragraphs 1 and 2 above, a bus driver may be required to return to the school district immediately after transporting students to a field trip destination and return later to transport students back to the school district if that bus driver is needed back in the school district to carry out other duties (e.g., kindergarten run, etc.).

This declaration of intent is solely for the purpose of promoting a better understanding of the guidelines by which the administration will schedule field trips generally in the exercise of its administrative discretion and does not constitute any contractual agreement, commitment, practice or precedent for any grievance or other challenge to the exercise of administrative discretion, which is hereby expressly reserved to the administration. In that regard, this Memorandum of Understanding shall be of no effect upon the interpretation of the terms of the collective bargaining agreement between the undersigned parties and shall not be presented, entered or offered by either party in any proceedings between them at any time in the future.

This Memorandum of Understanding is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the undersigned parties whose authorized representative have affixed their signatures as follows:

FOR THE EMPLOYER

FOR THE UNION

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