

AGREEMENT

between

**Board of Education
Pottersville Schools**

and

Pottersville Bus Drivers Association

Effective July 1, 2001 thru June 30, 2004

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THIS AGREEMENT, made and entered into by and between the Board of Education, Pottsville Public Schools, party of the first part, and hereinafter termed the Board, and the School Bus Drivers Association, affiliated with Teamsters Local 580, hereinafter termed the Association.

WHEREAS the Board is required by law to negotiate with the Association on wages, hours and terms and conditions of employment of school bus drivers, and the parties, through negotiations in good faith have reached an agreement on all such matters and desire to execute this Agreement.

ARTICLE I

RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining representative as defined in Section II of Act 379 of the Public Acts of 1965 for all school bus drivers, excluding therefrom the Transportation Supervisor, probationary drivers and casual substitute drivers (defined as those who have substituted less than thirty (30) consecutive working days in the same driver assignment), to the extent required by Act 379 of the Public Acts of 1965 and for the purpose of collective bargaining in respect to rates of pay, wages hours of employment and other conditions of employment. The Public Employment Relations Act is now comprised of both the material originally contained in P.A. 379 of 1965 as well as 1994 P.A. 112.

Section 1. Agency Shop.

Membership in the Association is not compulsory. Bus drivers have the right to join, or not to join, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards to such matters.

- A. The Association is required under this Agreement to represent all of the bus drivers in the bargaining unit fairly and equally without regard to whether or not a bus driver is a member of the Association. The terms of this Agreement have been made for all bus drivers in the bargaining unit and not only for members in the Association.

Section 2.

In accordance with the policy set forth under Section 1 of this Article, all bus drivers shall pay to the Association, the driver's exclusive collective bargaining representative, a Representation Benefit Fee in an amount not to exceed that paid by other bus drivers in the bargaining unit who are members of the Association.

Section 3.

The Board agrees to deduct from the pay of each bus driver who becomes a member of the Association all regular dues of the Association and pay such amount deducted to said Association

for each and every such member bus driver, provided however, that the Association presents to the Board authorization signed by such bus driver, allowing such deductions and payment to the Association which indicates such bus driver intends to be a member of the Association. During the life of this Agreement, the Board agrees to deduct Association dues from the first and second pay of each bus driver who submits a properly prepared authorization for check-off of dues form to the payroll department. The Board shall rely solely upon the information appearing on this form. It is the responsibility of the Association and each individual bus driver to inform the Board in writing of any change in an employee's Association membership status. Deductions shall begin the month after the form is received but shall not supersede any legally required deductions nor be required if the bus driver's pay is less than the amount of the dues. Deductions for each calendar month shall be remitted to the Treasurer of the Association within two (2) weeks after the second payroll of each month. The Association agrees to indemnify and hold the Board harmless from any claim, suit, cause of action or judgement, including attorneys fees, which may result from the Board's deduction of Association dues or fees. The Board will collect any Representation Benefit Fees and shall enforce compliance with the Agency Shop provision.

A. A new employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30) working day trial basis, during which period he/she may be discharged without further recourse; provided however, that the Board may not discharge or discipline for the purpose of evading this Agreement or discriminating against Association members. However, a thirty (30) working day extension shall be granted upon request by the Board to the Association. After thirty (30) working days, the employee shall be placed on the regular seniority list. In case of discipline, within thirty (30) working days, the Board shall notify the Association in writing.

B. Association Jurisdiction The Board agrees to respect the jurisdiction of the Association regarding the assignments of members of the unit to drive regular, field and special trips, except that qualified employees other than members of the unit may drive if no member of the unit is available and desires to drive. The Board further agrees that a member of the unit shall be utilized for the transporting of pupil luggage or equipment together with pupil transportation on field trips.

ARTICLE II

WAGES AND HOURS

Attached hereto and marked "Schedule "A" is a schedule showing the classification and wage rates of the drivers covered by this Agreement.

All drivers covered by this Agreement shall be paid for all time spent in the service of the Board except as modified below.

Section 1. Hours and overtime.

The regularly scheduled workweek shall begin at 12:00 A.M. Monday and end 120 hours

thereafter.

The normal workday shall be a 24 hour period beginning at 12:00 A.M.

Drivers are to be paid at the appropriate hourly rate for all paid time as follows:

- a. All regular routes will be a minimum of 1 $\frac{3}{4}$ hours including pre and post trip time.
- b. Kindergarten routes will be a minimum of 1 $\frac{1}{2}$ hours including pre and post trip times.
- c. Route times will be established by the bus supervisor and the driver.
- d. Any special education or vocational routes will be reviewed by the driver and bus supervisor to determine minimum times.
- e. Extra trips (athletic, field, etc.) will receive an additional 15 minutes to cover pre and post trip duties.
- f. If buses are removed from present location and stationed at another location Drivers get additional 30 minutes guarantee per run.

Section 2. Overtime

- a. Time and one half (1 1/2) will be paid for all time worked in excess of eight (8) hours in a normal work day; all time worked in excess of forty (40) hours in one work week for which overtime has not already been earned.
- b. Time and one half (1 1/2) will be paid for all hours worked on Saturday and Sunday.
- c. Waiting time shall be paid according to Schedule A.
- d. In the event that the employee's regular run is cancelled and the employee is not notified of such cancellations, and the employee does report for work, such employee shall be paid a minimum of two (2) hours pay at the regular rate of pay.
- e. When an extra trip is cancelled, and the driver who was assigned that extra trip is not given a minimum of two (2) hours notice prior to the extra trip scheduled, such driver shall have the option of being reassigned to the rescheduled trip or receiving two (2) hours pay at the regular extra trip rate of pay.
- f. Bus Breakdown. Defining Hourly Rate of Pay
Pay will continue at down time rate during the breakdown.

All employees covered by this Agreement shall be paid for all time spent in the service of

the Board. Time shall be computed from the time that the employee is ordered to report for work until the time he/she is effectively released from duty. Drivers shall be paid for breakdown time, when required to stay with the bus. Such payment for driver's time when not driving shall be at the hourly rate.

Section 3. Holidays

Drivers shall receive the following holidays off with pay:

Christmas, New Year's Day, and Thanksgiving Day.
Day after Thanksgiving
Memorial Day
President's Day
Labor Day
Good Friday (when school is not in session)

Holiday pay shall be four (4) hours pay at straight time.

In the event an employee is requested to work on any of the foregoing holidays they shall be paid time and one half (1 1/2) times their regular rate of pay in addition to holiday pay.

In order to qualify for holiday pay, the driver must work the last regularly scheduled work day before the holiday, or the first regular scheduled work day after the holiday, unless his/her absence is covered by the leave provisions of this Agreement.

ARTICLE III

CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK:

The Union recognizes the Employer's right under P.A. 112 to contract out or subcontract work normally performed by bargaining unit members, however, if P.A. 112 is repealed the language shall revert back to that contained in the 1996-1997 Master Agreement. If P.A. 112 is amended as it pertains to the subcontracting of support services the parties will meet to renegotiate this section of the Master Agreement.

Field and special trips within a 125 mile radius of Potterville shall be offered to bargaining unit members first.

ARTICLE IV

EXTRA CONTRACT AGREEMENTS

The board agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with

the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE V

SENIORITY

Section 1.

Strict seniority shall prevail in the layoff, recall and earnings opportunities of employees provided that skill, ability and experience in performing scheduled work are relatively equal. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired, subject to the conditions noted above.

Section 2.

The Board shall provide a list of the employees arranged in order of their seniority. Such list shall be revised as changes occur, and shall be made available to the Association and individual employees.

Section 3.

Seniority shall be broken only because of a discharge, voluntary quit retirement, or death.

Section 4.

In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of recall to work, mailed certified to his/her last known address. In the event the employee fails to make himself/herself available for work at the end of said two (2) weeks, he/she shall lose all seniority rights under this Agreement.

Section 5.

Stewards shall be granted super seniority for all purposes including layoff and rehire and job preference if such is required by the Association. However, only one steward shall have super seniority for such purposes.

Section 6.

Any employee employed in a classification covered by this Agreement, who is or has been promoted or transferred to a non-unit position, shall not accumulate seniority while he/she works in the non-unit position. If the employee is returned to a bargaining unit classification, he/she shall commence work in a job generally similar to the one held at the time of the promotion or transfer

and shall maintain the seniority rank he/she had at the time of promotion or transfer out of the unit. However, employees promoted to supervisory positions within the transportation department shall continue to accrue seniority while in the supervisory position, and in the event of later return to a bargaining unit position, shall be considered to have been continuously employed within the bargaining unit for the purpose of computing seniority, provided that such return must take place within on (1) year from date of promotion.

ARTICLE VI

DISCHARGE OR SUSPENSION

The Board agrees not to discharge or suspend any bus driver without just cause. The Board agrees to a method of progressive discipline for minor offenses.

No warning notice need be given to a bus driver before he/she is discharged if the cause of such discharge or suspension is dishonesty, drunkenness, recklessness, conviction of a felony criminal offense involving moral turpitude, falsification of his/her application for employment, sabotage of school property or under the influence of narcotics.

The warning notice as herein provided shall not remain in effect for a period of more than one year from the date of said warning notice. It is expressly understood that a warning notice given to a probationary driver shall be considered in full force and effect for one year from the date of said warning notice regardless of the fact that the probationary driver may achieve seniority status as described in Article I, hereof in the interim.

ARTICLE VII

GRIEVANCE PROCEDURE

- A. All grievances shall be in writing and shall contain the following information:
1. A concise statement of the facts alleging the violation, including the date when said violation occurred.
 2. The specific section of this Agreement which is alleged to have been violated.
 3. A relief requested.
 4. The signature or signatures of all of the grieving parties.
 5. The date upon which the grievance is filed.
- B. Steps to be followed:
1. A pre-grievance meeting shall be held with the Supervisor of Transportation, parties

involved, and Union Steward.

2. Any bus driver or group of bus drivers believing there to be a violation as stated above shall file a written grievance with the Supervisor of Transportation within five (5) working days from the alleged violation.
3. Within five (5) working days of receipt of a grievance, the Supervisor of Transportation shall schedule a hearing thereon. Within five (5) working days of the hearing on the grievance, the Supervisor of Transportation shall render a decision in writing, transmitting a copy thereof to the Association President and grievant(s).
4. If the decision of the Supervisor of Transportation is unsatisfactory to the grieving bus driver or the Association, he/she or they shall file a written grievance with the Superintendent within ten (10) working days after the decision of the Supervisor of Transportation.
5. Within ten (10) working days of receipt of the grievance, the Superintendent shall schedule a hearing thereon. Within ten (10) working days of the hearing on the grievance, the Superintendent shall render a decision in writing, transmitting a copy thereof to the Association President and grievant.
6. If the decision of the Superintendent is unsatisfactory to the Association, the Association may file for Arbitration with the Federal Mediation and Conciliation Service, in accordance with the Federal mediation's procedures and rules. Such appeal to arbitration shall be filed within thirty (30) days after the decision of the Board of Education.
7. The decision of the arbitrator shall be binding on the grievant, the Association and the Board of Education.

In the event of a refusal by either party to submit or to appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed ex parte and make an award.

In any event, he/she shall make a written decision. The arbitrator shall not alter, add to or subtract from this Agreement. The cost of the arbitrator shall be divided equally between the Board and the Association, except that each shall pay the cost of its own representative.

8. Failure to institute a grievance or appeal a decision within the time limit specified, shall be deemed acceptance of the decision at that level. Should a bus driver or group of bus drivers or the Association withdraw a grievance at any level, or should a bus driver leave the employ of the Board, all further proceeding on said grievance shall be barred.

ARTICLE VIII

STEWARDS

Section 1.

The employees will be represented by an Association President/Steward and an alternate steward, who shall be chosen or selected in a manner determined by the employees and the union, whose names shall be furnished to the board in writing by the Union.

Arrangements will be made to allow the chief or alternate steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings upon approval of the Superintendent.

The Association President/Steward and the alternate stewards shall be deemed to head the seniority list for the purpose of layoff and recall only, provided they are qualified to do the required work. Upon termination of their terms they shall be returned to their regular seniority status.

The chief steward shall be supplied the following information within hired employee's first week of employment: name, date of hire, social security number, address and assignment.

The investigation and presentation of grievances with the Board or the designated Board representative in accordance with the provisions of the collective bargaining Agreement.

The collection of dues when authorized by appropriate Association action.

The transmission of such messages and information, which shall originate with, and are authorized by the Association or its officers, provided such messages and information;

- (a) have been reduced to writing, or
- (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Board's business or right to manage.

President/Steward and alternate have no authority to take strike action, or any other action interrupting the Board's business, except as authorized by official action of the Association. The Board recognizes these limitations upon the authority of the President/Steward and their alternates, and shall not hold the Association liable for any unauthorized acts. The Board in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement. The President/Steward shall be permitted reasonable time to investigate, present and process grievances on school property without loss of time or pay during his/her regular working hours.

ARTICLE IX

MAINTENANCE OF STANDARDS

The Board agrees that all conditions of employment relating to wages, hours of work and overtime differential shall be maintained at not less than the minimum standards in effect on the effective date of this Agreement, and that conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that provisions of this Article shall not apply to inadvertent or bona-fide errors made by the board or the Association in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of the error. This Article is not to be construed as a guarantee of hours of overtime.

ARTICLE X

GENERAL

Section 1.

The Board agrees that it will allow the proper accredited representatives of the Association access to school property at any time for the purpose of policing the terms and conditions of this Agreement. Such Association representatives shall announce their presence by contacting the central office administration.

Section 2.

The Association shall have the right to examine payroll records pertaining to the computation of compensation for any bargaining unit member whose pay is in dispute as well as any other records available under the Freedom of Information Act pertaining to a specific grievance. Materials which are by law restricted from disclosure shall only be revealed to the Association by the signed written authorization of the affected bargaining unit member.

ARTICLE XI

PAY PERIOD

All regular employees covered by this Agreement shall be paid in full every two (2) weeks. Each employee shall be provided with an itemized statement of his/her earnings and all deductions made for any purpose.

ARTICLE XII

LOSS OR DAMAGE

Employees shall not be charged for loss or damage unless clear proof of negligence is

shown. This Article is not to be construed as applying to charging employees for damage to equipment.

ARTICLE XIII

UNIFORMS

The Board agrees that if the drivers are required to wear any kind of uniform, such uniform shall be furnished free of charge, at the standard required by the Board.

The first year two (2) short sleeve shirts will be provided. The second year a long sleeve fleece shirt will be provided. The Board will furnish a spring jacket and winter jacket as needed. District will provide rain gear (poncho) and one long sleeve fleece shirt.

ARTICLE XIV

EQUIPMENT, ACCIDENTS AND REPORTS

Section 1.

The board shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Employees shall immediately or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Board and shall be made in multiple copies, one copy to be retained by the employee. The Board Shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the bus mechanic.

When the occasion arises where an employee gives a written report on forms in use by the Board of a vehicle being in unsafe operating condition and receives no consideration from the bus mechanic, he/she shall take the matter up with the superintendent or his designee.

Section 2.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment.

Section 3.

Any employee involved in any accident shall immediately report said accident and any

physical injury sustained. When required by the Board, the employee, before starting his/her next shift, shall make out an accident report in writing, on forms furnished by the Board and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Board.

ARTICLE XV

WORKER'S COMPENSATION

The Board shall provide worker's compensation benefits for all bus drivers as required by law.

In the event of a work-related injury or illness, the employee shall be paid at his/her regular rate, but time lost is chargeable against the employee's accumulated bank of sick leave days. While on a compensable absence, the employee shall continue to accumulate sick leave days as provided in this contract.

After the seven (7) calendar day waiting period, if the employee is awarded a worker's compensation claim, subject to the requirements of section 354 of the Worker's Compensation Act, and at the request of the employee, his/her pay will be reduced to the difference between said worker's compensation benefits and his/her regular rate of pay.

ARTICLE XVI

MILITARY SERVICE

Any employee on the seniority list inducted into military, naval, marine or air service under the provision of any Federal Selective Service training Statute and amendments thereto, or any similar act in time of National Emergency, shall upon termination of such service, be re-employed in line with his/her seniority, at the then current rate for such work, provided he/she has not been dishonorably discharged from such service with the United States Government and is physically able to do work available, and, further provided he/she reports for work within ninety (90) days of the date he/she is discharged from such service with the United States Government.

ARTICLE XVII

RIGHTS OF EMPLOYER

Section 1.

Nothing contained herein shall be considered to deny or restrict the board of its rights, responsibilities, and authority under the laws of the State of Michigan and of the Federal Government of the United States. It is expressly agreed that all rights, which ordinarily vest in and have been exercised by the board, except those which are relinquished, within the terms of this Agreement, by the board, shall continue to vest exclusively in and be exercised exclusively by the

board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- a. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the board.
- b. Continue its right, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or business or school hours or days.
- c. Direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force, and to layoff employees.
- d. Adopt reasonable rules and regulations.
- e. Establish qualifications and then determine qualifications of the employees.
- f. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization provided that the board shall not abridge any rights from employees as provided for in this Agreement.
- g. Establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc., deemed necessary by Employer.
- h. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- i. Continue the right to determine job content.
- j. Determine all methods and means to carry on the operation of the schools.
- k. Continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Agreement.

Section 2.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the terms of this Agreement.

Section 3.

The matter contained in the Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement, except as wherein such rights have been granted within a specific Article or Section of this Agreement.

ARTICLE XVIII

NO STRIKE CLAUSE

The Association and the Board agree that there will be no strike or lockout during the course of this Agreement.

ARTICLE XIX

SEPARABILITY AND SAVINGS CLAUSE

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

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

ARTICLE XX

BID PROCEDURES

Before the opening of each new school year and as soon as regular routes and schedules have been completed, a meeting shall be called by the Supervisor of Transportation to which all drivers on the then current seniority list shall be invited, for the purpose of bidding on route assignments.

Drivers shall bid in order of seniority. Drivers who cannot be physically present at the bid meeting may submit a sealed written bid in advance to the Supervisor of Transportation, which will be opened and read at the meeting when the driver's turn comes.

Drivers who are neither present at the meeting when their turn comes, nor submit a written bid shall be considered to have failed to bid. Such drivers, and any driver whose written bid has

been pre-empted by a more senior driver, may be assigned at the Supervisor of Transportation's discretion after the bid procedure has been completed.

The addition, deletion or rescheduling of routes or vacancies during the school year shall not result in blanket rebidding of route assignments. A driver bumped from a route may then bump any less senior driver. However, Drivers who wish to be considered for a change of assignment during the school year must a letter to the Superintendent for Personnel by 4:30 p.m. on the Friday of the second week of the school year indicating their wish to be considered for a change. If a vacancy occurs during the school year, the Superintendent shall post the vacancy and fill the vacancy with the most senior driver requesting it.

When new routes are created during the school year, for which drivers have not had the opportunity to submit a letter of preference, the Board will post such routes for five (5) days. The Board reserves the right to fill such route assignments on a temporary basis pending the outcome of the bidding procedure.

When a driver takes a leave of absence of after the beginning of a school year, vacancy created by his/her absence shall be filled on a temporary basis for the remainder of that school year, and if the driver returns from leave during the same school year during which the leave was taken he/she shall be entitled to return to the same route assignment which he/she left, provided such route assignment remains in existence at the time of return. Drivers not returning from leave until a subsequent school year shall be subject to the return provisions of the Absences and leaves Article.

After bus routes have been established, additional stops shall not be added until first informing the driver affected. In the event that additional students have to be picked up after routes are bid and this change would necessitate drivers going out of their general area, the Supervisor shall consult with other drivers who may be available to pick up the students. After consultation with the drivers, the Supervisor will make the assignment.

Whenever a regular driver is absent from his/her route, it is the intent of the Board to replace him/her with a qualified substitute. Doubling of runs shall only take place in an emergency situation when shortness of notice of intended absence, or lack of available substitutes or other circumstances beyond the control of the Board require it.

Field trips shall be in addition to the driver's regular route assignment. The procedures for assigning field trips are found in Schedule A, Section 6.

ARTICLE XXI

ABSENCES & LEAVES

Section 1.

Absences from the regular work assignment which are considered as time worked and are paid at the regular daily rate.

A. Conference attendance and expenses.

A driver shall request permission from the Supervisor of Transportation in advance of attending any conference within the State of Michigan. Conferences outside the State of Michigan require Board approval.

1. Permission will be governed by the availability of a substitute, special situations, and the Supervisor's judgment as to the needs of and/or benefits to the driver and the programs or activities concerned.
2. Expenses will be based upon the Board policy in effect on the effective date of this Agreement.

B. Appearance in court necessitated by a school related incident.

Section 2.

Absences from the regular work assignment which are not considered as time worked, but which are paid at the regular daily rate, and no leave time is charged.

A. Jury Duty.

A period not to exceed twenty (20) working days in one school year may be granted for jury duty. An extension beyond twenty (20) days will be granted when the continuation of a specific case necessitates it.

While on jury duty, the Board shall pay regular salary. The driver shall sign over to the school district any jury duty stipend (not including mileage expense).

Section 3. Paid Absences Chargeable Against Leave

A. Leave of absence days (illness, death, funerals)

Ten (10) leave of absence days to be used for purposes described in paragraphs (1), (2), (3), (4) and (5) below shall be granted per school year with 120 maximum accumulation.

1. Personal illness

The employee will notify the employer in the event they have to use a sick day.

When a driver has exhausted compensated leave days and is still unable to return to work for health reason, the driver shall be placed on health and

hardship leave as provided in Section 4.

2. Pregnancy

A driver who becomes pregnant shall provide written notification to the superintendent or designee of such pregnancy as soon as possible after medical Confirmation. Such written Notification shall include a written statement from her physician verifying the fact that she is pregnant, that she is physically able to perform all of the duties and functions of her position, and the estimated date of delivery.

The driver shall furnish periodic written statements from her physician indicating her well being and ability to perform all of the duties and functions of her position. Such written statements by the physician shall be provided upon request.

The driver may continue in her position as long as her physician continues certification of her well being and ability to perform the work required of her assignment, subject to the conditions below.

The driver shall be eligible to use any accumulated sick leave, as provided in Section 3, for any physical disability connected with the pregnancy.

In the event a driver exhausts her accumulated sick leave before regaining her physical fitness to fully perform her duties, she is eligible for health and hardship leave as provided in Section 4.

After delivery, the driver is eligible to resume her duties upon certification by her physician of her physical fitness to fully perform her duties or she may have elected to request a general leave for child care purposes as provided in Section 4. Once a driver has been so certified by her physician as physically fit to return to work, this shall terminate her access to sick leave benefits in connection with the pregnancy.

As an alternative to the procedure outlined above, the driver may request an unpaid general leave of absence for maternity purposes for a period of not to exceed one year, at any stage of pregnancy.

The driver requesting such leave of absence shall apply in writing to the Director of Personnel at least thirty (30) days prior to the anticipated date of return after the termination of the pregnancy.

Prior to return from a general leave of absence for maternity purposes, the driver shall present certification by her physician of her physical fitness to fully perform her duties, subject to Section 6. Other conditions for

reemployment are as specified in Section 4.

A driver selecting either alternative may request a general leave of absence for childcare purposes for a period not to exceed one year. All provisions of the General leave of absence as stated in Section 4, shall apply.

3. Illness in the employee's household.

A person for whom the driver principally is responsible for financial and physical care. Five (5) days per period of illness of a member of the employee's family shall be granted. The intent of this provision is to provide the employee time to make arrangements for the care of the sick members of his/her household; otherwise the school does not assume responsibility for family illness. The school reserves the right to require a certified report by the doctor in attendance. In emergencies, as defined by the approving administrator, additional leave days will be granted if available. In the event of a serious illness of a parent or parent-in-law, the driver's first recourse shall be to individual business leave as defined in (6) below. Should the driver's individual business leave be exhausted, one day per period of illness of a parent or parent-in law may be granted as provided in this section.

4. Death in the immediate family.

A maximum up to five (5) days may be granted at the time of death when needed in case of death in the immediate family. The term "immediate family" is defined as follows: husband, wife, parents, grandparents, parents-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, step-parent, step-sister, step-brother, step-child, or a person for whom the driver principally is responsible for financial and physical care.

In the event the funeral is held out of state, the employee may request additional time off.

5. Funerals outside the immediate family.

One day may be granted for attendance at funerals outside the immediate family. If additional time is needed, it may be requested as individual business leave.

6. Individual business leave.

Three (3) days a year beyond the leave of absence allowance may be used for individual business. Individual business shall be used only for the purpose of conducting business, which is difficult to transact outside of

normal working hours. Drivers shall be granted business leave on written notification to the Supervisor at least three (3) working days in advance of the anticipated absence. In cases of unanticipated need for business leave, the driver shall apply as soon as possible but prior to the leave. It is understood that such leave shall not be used for recreation purposes or to extend a holiday and/or vacation. In the event of an emergency requiring leave prior to or following such holiday and/or vacation, the driver shall state the reason. Individual business days not used during the school year will be added to and accrued as illness leave days at the beginning of the following year.

Section 4. Unpaid Absences

A. Unpaid absences during which seniority accrues, salary increments accrue, reinstatement in position is guaranteed

1. Extended leave for military leave

A leave of absence shall be granted a driver who is inducted or enlists for one period of enlistment in any branch of the Armed Forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments shall accrue.

B. Unpaid absence during which seniority does not accrue, salary increments do not accrue, reinstatement in position is not guaranteed.

1. General leave

The following conditions apply to general leaves under this Article and unless otherwise indicated, also shall apply to all other extended leaves covered under this Article.

- a. Requests for leaves shall be in writing to the transportation supervisor.
- b. All general leaves shall be limited to one (1) year. Extensions may be granted by the Board.
- c. Reemployment during the school year shall be at the discretion of the Board. A driver who gives timely notice of intention to return for the following year and meets the other qualifications of the leave procedure shall be reemployed if there is an opening on the staff for which the driver is qualified.

C. Health and Hardship Leave

1. Any driver whose personal illness extends beyond the period covered by accumulated sick leave shall be placed on health and hardship leave for the period of time necessary for complete recovery, but not to exceed one calendar year from the date of inception of illness or disability.
2. Upon recovery, the driver shall be required to submit a physician's statement attesting to the driver's ability to fully perform the duties of he/her position, subject to Section 6, below.

Section 5. Emergency School Closings

- A. Notification of such closing will be a "union steward or designee" procedure which would include the Supervisor of Transportation notifying three designated members of the bargaining unit after decision has been made on emergency closings.
- B. On emergency closing days, drivers shall receive their regular rate of pay.
- C. The first two (2) emergency school closings (per current state allowance), drivers will be paid and will not be required to make-up those two days. After the second emergency school closing, drivers will be paid when the days are made up at the end of the school year.

Section 6. Physical and/or Physiological Examination

In any situation where the physical or mental fitness of the driver to perform is in question, to include but not be limited to situations of pregnancy, return from sick leave, or return from health and hardship leave, the Board may require a statement from the driver's physician.

The Board reserves the right, at its option, to have the driver's physician's findings and recommendation reviewed by a Board designated physician, who may make an independent examination of the driver at the Board's expense. If the Board's physician's recommendation as to the driver's fitness differs from the driver's physician's recommendation, the Board's physician will consult with the driver's physician in an effort to produce a uniform recommendation. Should they be unable to agree the driver will be referred to a third physician, mutually acceptable to both the Board's and driver's physicians, and the third physician's recommendation shall be controlling.

ARTICLE XXII

NON-DISCRIMINATION

The board and the union both recognize their responsibilities under federal, state and local laws pertaining to fair employment practices involved in the area of civil rights. Accordingly, both

parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age, disability, or national origin.

ARTICLE XXIII

USAGE OF SCHOOL FACILITIES AND EQUIPMENT

The Union and its members shall have the right to use the building and facilities and equipment, such as typewriters, mimeograph machine, other duplicating equipment, calculating machines, and all types of audio-visual equipment at such hours that do not interfere with the regular programs of the school or any other activities that had been previously scheduled. If custodial services are required for the use of the building by the Association, the association shall reimburse the school district for any additional custodial salaries.

ARTICLE XXIV

TERMINATION OF AGREEMENT

Section 1.

This Agreement shall be in full force and effect from fiscal July 1, 2001 to June 30, 2004, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration.

Section 2.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in the Agreement, either party may serve upon the other a notice, at least ninety (90) days prior to termination of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3.

It is further agreed by the parties hereto that upon receiving proper cancellation notice or amendment notice to this Agreement, the parties agree to start negotiations at least forty-five (45) days before the expiration or amendment date of this Agreement.

Section 4.

In the event of an inadvertent failure by the Association to give the notice set forth in Section 1, 2 and 3 of this Article, such party may give such notice at any time prior to the

termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the 61st day following such notice.

Section 5.

In the event of war, declaration of emergency or imposition of civilian controls, during the life of this Agreement, either party may reopen the same upon sixty (60) days written notice and request renegotiation of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revisions. If government approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

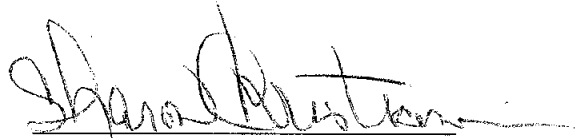
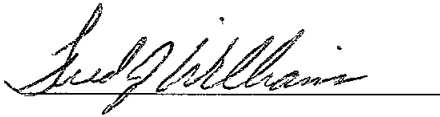
IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the day and year first above written.

SCHOOL DISTRICT

ASSOCIATION

Potterville Public Schools
Eaton County

Potterville Bus Drivers Association



SCHEDULE A

Wages

Regular trips, adult education trips, special education trips, athletic and field trips shall be paid at the hourly rate set forth below:

	2001	2002	2003
Wait Time:	\$ 8.09	\$ 8.25	\$ 8.42
Driving Time:	\$17.41	\$17.76	\$18.11

Employee's who become regular run drivers after (1) one year seniority will be paid at Regular Driver's wage scale.

Substitute Drivers

Beginning with the 1998-99 school year and thereafter, substitute drivers that do not have a regular run cannot belong to the bargaining unit.

Bargaining unit members that are available to sub must be asked first and equally from the pool of available unit members.

Substitute drivers will drive for regular run drivers when regular run drivers are on a field or athletic trip.

Employees shall be paid at the following minimums:

Regular trips - 1.5 hour minimum
All other trips - 2.0 hour minimum

For the purpose of establishing hours worked all times shall be rounded upward to the nearest quarter hour.

Field Trips. Field trips are defined as the transportation of students and/or other authorized passengers to special activities, whether during the school day or outside it and either within or outside the school district on an occasional or irregular basis as distinguished from regular routes as defined in Article II, Wages and Hours.

Field or special trips shall be offered to bargaining unit members, by seniority on a rotating basis, if bargaining unit members refuse trips, trips then will be offered to substitute drivers. A refusal will count the same as if worked.

Trips taken on a day when no regular transportation is scheduled: The driver shall be paid for the field trip as outlined in (a) above. If such trips occur on weekends or holidays, the appropriate premium pay rates apply.

In the event of drivers transporting passengers to an overnight activity and being required to stay, the drivers involved shall be compensated for eight (8) hours per day or actual time spent if over eight (8) hours, at their regular rate of pay (including appropriate premium pay). In addition, they shall be provided with a separate room at the Board's expense, with meals as provided below.

Field Trips:

Field trips will be posted at the start of the business day. The trip(s) will be awarded by rotation by the end of the same business day.

If the trip(s) is not bid on by the close of the business day, Management has the right to assign the trip starting with the low seniority driver.

The business day will be from 6:30 AM until all routes are completed.

Mealtime trips:

Meals will be paid at a flat rate of \$6.00 per meal. No receipt is necessary, reimbursements will be given once a month.

When drivers are required to buy gasoline, oil, etc. on a field trip, the Board will either provide the driver with a Board credit card or sufficient funds in advance to cover the anticipated expense. Drivers are required to obtain sales slips for all purchases and to turn these in promptly to the Supervisor of expenditures, drivers will be reimbursed promptly for out of pocket expenses, upon filing an expense voucher.

Training rate. Training rate/meeting time during the school year will be paid at driving rate. Training/meeting time during the summer vacation will be paid at down time rate. Drivers shall be paid for training time at their established hourly rate. Drivers will be paid in full within three (3) weeks after submitting proof of attendance.

When required to ride a run before being able to sub on that run, the driver will be paid the run rate for one run for doing so. Runs that have this requirement will be determined by management. If a sub driver is required to take a run that has not yet been learned, the Transportation Supervisor will ride that run with the driver being paid the regular route rate.

Drivers shall be paid for staff meetings called by the board at established hourly rate. Time spent by drivers for work related individual or group conferences, approved in advance by the Supervisor of Transportation, which occur outside of the driver's normal work time, shall be paid at the hourly rate.

Sick Time. Drivers who have not used sick time during the first half of the year will

receive \$100.00. Drivers who have not used sick time during the second half of the year will receive \$100.00. If you call in the day you are scheduled to work that you can't report that is sick time.

Severance Pay. Upon a driver's retirement, in accordance with the requirements of the Michigan Public Schools Employees Retirement Act, a severance leave payment determined by the greater of 1 or 2 below, will be paid if at least ten (10) years continuous employment in this schools district has occurred.

- (1) 10 years of service \$800.00
- (2) 15 years of service \$1,100.00
- (3) 20 years of service \$1,700.00

Physicals. When required annual physical examination is given by a Bard designated physician, the full cost of the examination, including laboratory fees, shall be paid for by the Board.

License reimbursement. The board will pay the price of the commercial driver's license on renewal licenses after a driver has been employed for a year.

The employer agrees to pay the premium for the current long-term disability (L.T.D.) policy.

The employer will provide \$25.00 per month toward optical or dental benefits, whichever the employee elects. If the employee does not participate in either plan, they will receive \$25.00 in lieu of per month.

Employees may join the employer provided health care (hospitalization) group at the employee's expense.