

# MASTER AGREEMENT

Between The

ATHERTON BOARD OF EDUCATION

and

SERVICE EMPLOYEES INTERNATIONAL  
UNION

LOCAL 517M

BUS DRIVERS

DURATION: SEPTEMBER 1, 2007 TO AUGUST 30, 2010

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MASTER AGREEMENT  
Atherton Board of Education  
Service Employees International Union - Bus Drivers

**ARTICLE I**  
Conditions of the Agreement

- A. Agreement  
This Agreement is made and entered into by and between the Atherton Board of Education, hereinafter called the "Employer" and the Service Employees International Union, hereinafter called "SEIU" or the "Union", through its local affiliate.
- B. Witnesseth  
In consideration of the promises and mutual covenants of the parties hereto, it is Hereby Agreed as follows:
- C. Preamble  
Whereas, it is the desire of the parties to this Agreement to work together harmoniously and to promote and maintain relations between the employer and the drivers which will serve the best interest of all concerned, now therefore, the parties hereto agree as follows:
- D. Recognition
1. Exclusive Representative - The employer recognizes SEIU (Service Employees International Union) as representative of all full time and regular part time school bus drivers for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment relative to transporting children by school bus.
  2. Employee Defined - For the purpose of this Agreement, the term employees shall include all full time and regular part time bus drivers but excluding substitutes, supervisors, and all other employees. Further, it shall be recognized that nothing contained therein shall abridge the right of the individual employee to process his/her own grievance consistent with the terms of this collective bargaining agreement and subject to prior due notice to the collective bargaining representative.
    - a. A regular driver is defined as a person who has a regularly scheduled daily run and continues to drive on a routine basis consistent with Article VII, Section B. Regular full time drivers are entitled to all fringe benefits granted to regular driver in the contract. After completion of the ninety (90) work days, the employee will be considered as a regular employee and his/her seniority will start as of the first day of entry as a regular driver.

E. Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the District, and the SEIU, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

F. Entire Agreement

This contract constitutes the sole and entire existing Agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term of the contract. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon the District and the Union. All matters or subject not herein covered have been satisfactorily adjusted, comprised, or waived by the parties for the life of this Agreement. This contract is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the District and the Union. The waiver or breach of any term or conditions of this Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions.

G. Severability

If any provisions of this Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. The parties shall meet and attempt to negotiate that portion of the contract that is unenforceable.

**ARTICLE II**

**No Strike/No Lockout**

The Union shall encourage and expect compliance from all its members to the fullest extent with the applicable sections of Act No. 379 of the Public Acts of 1965 of the State of Michigan as amended.

1. Lockouts: No lockouts of employees shall be instituted by the Board of Education during the term of this contract.

2. Strikes: There shall be no strikes or unauthorized work stoppages by the Union or any of its members during the term of this contract. As used in the act, the word "strike" shall mean the concerted failure to report for duty, the willful absence from

one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of including, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment. Nothing contained in the Act shall be construed to limit, impair or affect the right of any public employee to expression or communication of a view, grievance, complaints or opinion or any matter related their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

### ARTICLE III Grievance Procedure

#### A. Definitions

1. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. A grievance is defined as an alleged violation of the specific and express terms of the Agreement.
2. The "aggrieved person" is the person or persons making the claim.
3. The term "employee" includes any individual or group who is a member of the bargaining unit covered by this contract.
4. A "party of interest" is the person or persons who might be required to take action or against who action might be taken in order to resolved the problem.
5. The term "days" shall mean "working days".
6. The term "grievance" as defined above shall not apply to:
  - a. The provisions of insurance contracts and policies as defined by the carrier.
  - b. The termination of services of failure to re-employ any probationary employee.
  - c. Any matter involving employee evaluation unless it involves a warning, reprimand, suspension or discharge.
7. Written grievances as required herein shall contain the following:
  - a. It shall be signed by the grievant(s) except in a class action grievance, where the signature of the Chapter Chairperson and/or stewards shall represent the unit. If the grievance goes beyond Level II, that grievance would be signed by the grieving employees (those requesting relief).

- b. It shall contain the facts giving rise to the alleged violation.
  - c. It shall cite the section or subsections of this contract alleged to have been violated.
  - d. It shall contain the date of the alleged violation.
  - e. It shall specify the relief requested.
  - f. The grievance will be submitted within ten (10) days of the alleged violation to their supervisor.
8. Representation - All employees who are covered by this Agreement shall be represented for the purpose of negotiation by a bargaining committee to be chosen by the Union. All employees who are covered by this Agreement shall be represented for the purpose of the grievance procedure by the designated Union Steward, or in the steward's absence by the alternate Steward, or in the alternate steward's absence, by available Union bargaining committee members.

The names of committeemen, stewards, and/or alternate stewards shall be given in writing to the Board and no committeeman, steward or alternate steward shall function as such until the Board or its designated representative has been advised.

B. Grievance Procedure

- 1. Step One. Before entering into the following grievance procedure, it is the desire of the Union and the Employer that effort has been made to resolve the problem through direct verbal communication and discussion between the employee(s) and his immediate supervisor. The presence of a Union Representative may be requested.
- 2. Step Two. If the matter is not satisfactorily resolved in the informal conference, the employee(s) having a grievance, shall submit such grievance in writing to the Supervisor to Transportation within five (5) days of the informal conference at Step One. The Supervisor shall render his/her decision in writing within five (5) days after receipt of the grievance to the grieved employee(s) and Union Representative.
  - a. If the grievance is not satisfactorily adjusted at Step Two, it may be submitted to Step Three within five (5) days after receipt of the supervisor's decision.
  - b. Any grievance not appealed from a decision at any step of this procedure to the next step within five (5) days of such decision, shall be considered settled on the basis of the last decision.
  - c. If the Employer does not respond within the time limits of the grievance procedure, the employee may appeal to the next allowed step.

3. Step Three: If the Supervisor's decision is not satisfactory, the grievant(s) or the Union Representative shall file an Appeal to the superintendent or his designee. The concerned party(s) may request a meeting upon submittal of grievance with the superintendent or his designees. Such meeting shall be held within ten (10) days from receipt of the grievance. An extension of time may be arranged by mutual agreement, in writing, and signed by both parties.

4. Arbitration

If the grievance is not resolved through the conference with the School Board, the Union may continue to arbitration. All issues not previously raised, including threshold issues, shall be raised by either party in writing within fifteen- (15) week days following the Board's receipt of the demand for arbitration. The arbitrator shall be selected and the hearing conducted under the rules of the Federal Mediation and Conciliation Service. The American Arbitration Association, Michigan Employee Relations Commission, or any other forum may be used by mutual agreement. When the Federal Mediation Service is utilized a list of nine (9) arbitrators will be requested.

1. When selecting an arbitrator, each party shall alternately strike a name until only one name is left; that individual shall act as arbitrator. In the event that the parties cannot agree on who shall strike first, the order shall be decided by means of a coin flip.
2. In the event that a party fails to participate in the striking process, the other party shall select the arbitrator from the names on the list.

The expenses and fees of the arbitrator and the cost of the hearing room, if any, shall be shared equally by both parties. The expenses of a court reporter shall be borne by the party requesting the reporter unless the parties agree to share such costs.

The Arbitrator shall only have the authority to adjust grievances in accordance with this agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way, the provisions of this agreement and shall not make any award which in effect would grant the Union or the Board any rights or privileges which were not obtained in the negotiation process.

The decision of the arbitrator shall be final and binding on all parties to this agreement.

Hearing and Record: The arbitrator shall fix the time and place for each hearing. Representatives of their own choice may represent either party.

Attendance at hearings: Persons having a direct interest in the arbitration is

entitled to attend hearings unless a party objects in which case the arbitrator shall decide on attendance. The arbitrator shall have the authority to sequester any witness or witnesses during the course of the hearing, except for the grievant(s). The arbitrator shall be the sole judge of admissibility of the evidence offered. The arbitrator may require witnesses to testify under oath administered by the arbitrator.

**ARTICLE IV**  
**Union Rights and Security**

A. Agency Shop

1. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.
2. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall become and remain members of the Union not later than thirty-one (31) days following the beginning of their employment or the execution date of this Agreement, whichever is later.
3. Any employee whose membership is terminated by the Union by reason of her/his failure to tender the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership, shall not be retained in the bargaining unit. No employee shall be terminated under this Section, however, unless:
  - a. The Union first has notified her/him by letter, addressed to her/him at the address last known to the Union, concerning her/his delinquency in not tendering the initiation fee and periodic dues required under this section, and warning her/him that unless such fee and dues are tendered within seven (7) days, she/he will be reported to the employer for termination from employment as provided herein; and
  - b. The Union has furnished the employer with written proof that the foregoing procedure has been followed by the employee has not complied, and on this basis the Union has requested in writing that she/he be discharged from employment in the bargaining unit. It is recognized that the proper negotiations and administration of collective bargaining agreements entail expenses which is appropriately shared by all employees who are beneficiaries of such agreements. To this end, in the event an employee shall not



join the Union and execute an authorization for dues deductions in accordance with Section 6 of this Agreement, such employee shall, as a condition of continued employment by the Employer, cause to be paid to the Union, as a service charge, a sum equivalent to the initiation fees and dues of the Union. In the event that such sum is unpaid for a period of thirty-one (31) days, the services of such employee shall, upon written notice thereof from the Union, be discontinued by the Employer.

4. The Union agrees to indemnify and save the Board, its agents, and including each individual school board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay and unemployment liability including back pay and unemployment liability, and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with this Agreement.
  - a. The Union has the right to choose legal counsel to defend said action.
  - b. The Union has the right to compromise or settle any claim made against the Board under this section.
5. Refusal or failure of any employee to comply with this article is recognized as just and reasonable cause for dismissal.
6. Upon signed authorization of the employee, the Employer agrees to deduct Union dues, initiation fees and other assessments, as uniformly levied and officially designated by the Union, on the first pay period of each month and shall pay same to the Secretary Treasurer of SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 517M, AFL-CIO, by the fifteenth (15<sup>th</sup>) day of the month in which the deductions are made, if possible, or at least prior to the end of the month in which the deduction is made.
7. The Union will furnish the employer with an alphabetical check-off list in duplicate each month, indicating thereon the amount due for each employee. The Employer shall add to this list the names and addresses and social security number of any new employees whose names do not appear on the check-off list. One copy of the list shall be returned with the stipulated amount to the office of the Union by the fifteenth (15<sup>th</sup>) day of the month in which the deductions are made, if possible or at least prior to the end of the month in which the deduction is made.
8. An employee shall cease to be subject to Check-off deductions

beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

9. Such check-off shall be irrevocable for the life of the contract.
10. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a proven dispute should arise as to the validity of a check-off deduction where a properly executed Authorization for Check-Off of Dues form is on file, refunds to the employee will be made by the Union.
11. A. Upon signed authorization of the employee the Board agrees to deduct contributions to COPE (a Union political action fund) from its employees who are Union members. Said employees who wish to have such deduction must sign an authorization for which shall read:

"I hereby authorize the Atherton Board of Education to deduct from my pay the sum of \$\_\_\_\_\_ per hour from each of the regular paychecks and to forward that amount to SEIU Local 517M, Michigan Public Employees, COPE Fund. This authorization is voluntarily made on the specific undertaking that the signing of this authorization and making the payments to the SEIU Local 517M Cope Fund are not conditions of membership in the Union or employment with the Atherton School Board and the SEIU COPE will use the money it receives to make political contributions and expenditures in the connections with federal, state and local elections."

- B. It is further agreed that signed authorization forms for COPE may only be submitted within the first week of December of any given calendar year and may be revoked in writing by said employee at any time.
- C. The Union agrees to hold the Board harmless for any actions arising out of the collection of said fees.

B. Work within the Unit

1. Supervisory employees, teachers and coaches shall not be permitted to perform work within the bargaining unit, except in the following type of situations.
  - a. When an emergency arising out of an unforeseen circumstance

calls for immediate action.

- b. When instructing or training of employees, including demonstrating the proper method(s) to accomplish the assigned task.
- c. When no other drivers are available, coaches or teachers shall be permitted to drive buses if qualified.

C. General

1. Bulletin boards will be provided for the use of the employees. Bulletin boards will be used for the posting of notices of bonafide employees' activities only. In no case shall advertising, political, obscene, or scurrilous printed or written matter be placed on any bulletin board.
2. The employer agrees to give to each employee a copy of any written warning or reprimand which is intended to become part of the employee's record. It is further agreed that no written warning or reprimand more than twenty-four (24) months old shall be applied toward future disciplinary action.

At the start of each school year the superintendent and a union steward will meet to review and discuss discipline issued to bargaining unit employees during the preceding year. If it is determined by the parties that the discipline has corrected the employee's behavior, the discipline will be removed from the employee's record.

3. The employer will issue paychecks to the employees as scheduled.
4. A safety manual will be provided to all drivers.
5. A daily safety check will be performed on all buses at reasonable intervals.
6. Drivers are responsible for proper housekeeping of their assigned bus.
7. All buses are to be washed at reasonable intervals.
8. Drivers are not to exchange or combine runs without the approval of the administration in charge of transportation. Requests for such changes must be filed in writing at the transportation office.
9. A driver may drive his/her assigned bus providing bus capacity or required safety equipment is not a factor.

10. Every effort shall be expended to retain full-time drivers for all routes. However, if a driver is unable to work his/her full regular schedule, temporary adjustments will be made after a discussion of these adjustments with the Transportation Supervisor.
11. Cash advances or credit card are provided for gasoline on all extended trips.
12. The Advisability of necessary bus engine warm-ups will be at the discretion of the Supervisor and the Mechanic's Helper.
13. This contract may be re-opened in the event conditions are radically changed.
14. The employer shall provide adequate rest areas, lounges, a telephone, and restroom for employee use.
15. Administrative leave shall be granted to bargaining team members for all bargaining sessions with the board related to contract negotiations.
16. One bargaining unit member shall be granted up to (16) sixteen hours of administrative leave per contract year for purposes of union related training.

#### **ARTICLE V**

#### **Employee Rights and Protection**

- A. Just Cause - no seniority employee shall be given a disciplinary warning, a reprimand, suspension or discharge without just cause.
- B. Assault - Any case of assault upon a driver shall be promptly reported to the bus administrator or the Superintendent of Schools. The board will provide legal counsel to advise the driver of his/her rights and obligations with respect to such assault, and shall render all reasonable assistance to the driver in connection with handling of the incident by law enforcement and judicial authorities. This does not contemplate providing legal counsel for litigation.
- C. Annexation/Consolidation or Other Reorganization - In the event that this district shall be combined with one or more districts, the board will use its best effort to assure the continued recognition of the SEIU, Local 517M bus Drivers, and the continued employment of its members in such consolidated /annexed or other reorganization.

#### **ARTICLE VI**

#### **Employer Rights**

A. The district retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. All policies of the Board of Education, on behalf of the district, as stated in the Board of Education policies, board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this agreement and in full force and effect, unless and until changed by the Board. Any additions hereto, subtractions therefrom, or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this agreement and in full force and full effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers, and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this agreement. Rights reserved exclusively herein by the district shall be exercised exclusively by the district without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the employer, but not in conflict with the specific provisions of the contract.
2. Continue its rights and past practices of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all of the foregoing, and the right to establish, modify, or change any work or business hours or days, but not in conflict with the specific provisions of the contract.
3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees, but not in conflict with the specific provisions of the contract.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation of thereof or changes therein, the institution of new and/or improved methods or changes therein, but not in conflict with the specific provisions of the contract.
5. Adopt rules and regulations, but not in conflict with the specific provisions of the contract.

6. Determine the qualifications of employees, including physical conditions, but not conflict with the specific provisions of the contract.
7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities, but not in conflict with the specific provisions of the contract.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies, but not in conflict with the specific provisions of the contract.
9. Determine the financial policies including all accounting procedures, and all mater pertaining to public relations, but not in conflict with the specific provisions of the contract.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization, but not in conflict with the specific provisions of the contract.
11. Determine the policy affecting the selection, testing or training of employees, but not in conflict with the specific provisions of the contract.
  - A. The employer may adopt rules concerning discipline of employees and the adopting of said rules and regulations are not subject to the grievance procedure.
  - B. The exercise of the foregoing power, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.
  - C. The express inclusion by an affirmative statement or delineation of any specific rights of the Board anywhere in this Agreement shall not by implication exclude or diminish those remaining rights and powers of the Board not as mentioned and hereby retained by the Board.

**ARTICLE VII**  
**Seniority**

A, Employees shall be regarded as temporary employees until they have completed a ninety (90) day probationary period, when assigned to a regular scheduled run on a

permanent basis. There shall be no responsibility for the re-employment of temporary employees if they are laid off or discharged during this period.

B. In order to acquire or accumulate seniority, a new or rehired employee must be assigned to a regularly scheduled run for ninety (90) work days of employment, uninterrupted by layoff or leave of absence.

1. In the event a temporary employee is laid off and reinstated, and acquired ninety (90) calendar days of employment within forty-five (45) days of the employee's date of hire, seniority shall be established as ninety (90) days prior to the day the employee completes the probationary period.

C. Probationary employees shall be eligible for fringe benefits earned and provided for in this Agreement only at the successful completion of their probationary period.

D. Seniority lists shall be established and maintained by the employer and made available to the Union secretary-treasurer no more than twice per year.

E. When more than one employee is hired on the same day, seniority will be determined by lottery.

F. Seniority can be broken for the following reasons:

1. If the employee quits.
2. If the employee discharged.
3. If the employee is absent for three (3) working days without properly notifying management, unless extenuating circumstances shall exist.
4. The employee fails to report for work upon notice of a recall from a layoff, by certified mail or telegram to the last known address within three (3) days of notice of recall. Extenuating circumstances for failure to report will be considered and may result in reinstatement to the next available opening for which the employee is qualified.
5. The employee fails to report for work on the first regularly scheduled work day following a leave of absence, or fails to secure an approved extension of leave of absence. The employee may be reinstated if absent without an extension of leave for no more than three consecutive work days but presents a reason satisfactory to the employer for the employee's inability to secure and extension.
6. The employee falsifies records or falsified the reason for a leave of

absence.

7. The employee is employed elsewhere during the leave of absence.
8. Seniority shall be broken if the employee is laid off longer than his/her accumulated seniority.
9. The employee is on an approved leave for more than one year.

**ARTICLE VIII**  
**Vacancies During the School Year**

A. Job openings will be posted for a period of seven (7) calendar days in the drivers' lounge. Drivers interested shall apply in writing within the seven (7) calendar day posting period. The driver selected for the run shall be granted a two (2) week trial period to determine:

1. Their desire to remain on the job.
2. Their ability to perform the job.

B. During the two (2) week trial period, the driver shall have the opportunity to revert back to their former run if requested within the first two weeks of the trial period.

C. If the employee is unsatisfied in the new opening, notice and reasons shall be submitted in writing by the employer to the employee. The matter may then become a proper subject for the grievance procedure.

D. During the two (2) week trial period, employees shall be paid the rate of the job they are performing.

**ARTICLE IX**  
**Layoffs and Recalls**

A. Layoffs and recalls will be based upon seniority. Laid off bus drivers shall be recalled to the first vacancy for which they are qualified in reverse order of layoff.

B. A laid off bus driver shall be considered laid off until reinstated in the district. Refusal of an offer from the Board of a driving position which the laid off driver is qualified or failure to respond within fifteen (15) days of the receipt of a written offer of a driving position made by the Board shall be cause for termination.

C. Employees in the bargaining unit whose positions have been eliminated due to the reduction in work force or who have been affected by a layoff shall have the right to



assume a position for which they are qualified, based on seniority.

D. Seniority recall rights shall be limited to a maximum of five (5) years from the date of layoff for current employees and one year for all new employees. Employees with less than one year shall have seniority equal to the time worked.

**ARTICLE X**  
**Working Conditions**

A. Driver Responsibilities:

1. When loading and unloading pupils, the bus driver shall cause the warning lights to operate in advance of that "stop" so that motorist may have sufficient warning of his intention.
2. When discharging pupils who must cross the road, the driver shall not open the service door until all traffic has stopped.
3. Pupils crossing the road, not under the control of a Safety Patrol, shall cross at a point ten(10) in front of the standing bus. The bus shall not be started until the pupils are safely on their residence side of the road.
4. A bus shall no be driven backward on the school grounds were children are being loaded or unloaded.
5. All buses in the school loading area shall be operated with due caution for any pupils who may be in the area at that time.
6. The driver shall see that the load is distributed evenly when picking up pupils.
7. The driver shall be responsible for the orderly conduct of the pupils while on the bus. Pupils on the bus are under the authority of and directly responsible to the bus driver.
8. Emergency drill will be conducted according to outlined procedures on all school buses. Such drills will be accomplished on the school grounds or off the highway.
9. School Bus Safety Patrols (if used) will be under the supervision and direction of the bus driver.
10. Drivers shall at all time operate their buses in a safe and careful manner, having regard for the traffic and the use of the highway by

others.

11. No school bus shall be operated on the highway at a speed in excess of the safe and legal speed for driving conditions.
12. No school bus shall cut in and out of moving traffic.
13. When traffic is congested, road conditions are hazardous, and weather is bad thereby reducing visibility, the driver shall reduce his speed to assure safety.
14. No school bus shall overtake or pass any vehicle unless the left side is clearly visible and is free of oncoming traffic for a sufficient distance ahead to permit such overtaking and passing to be completed safely.
15. No school bus shall be stopped or be turned around so as to proceed in the opposite direction upon any curve or upon the approach to or near the crest of a grade, where bus cannot be seen by the driver of any approaching vehicle from either direction within 500 feet.
16. The bus, loaded or empty, will come to a complete stop at all railroad tracks. The driver will activate the 4 ways, shut off the heater and radio, open the service door and driver's window, look and listen in both directions, close the door and shall proceed across the tracks.
17. The bus driver will maintain the students' silence in the bus when crossing any railroad tracks.
18. The bus driver shall allow others to pass when the bus is not discharging or picking up pupils.
19. The bus driver shall maintain adequate space between bus and preceding vehicles both on the school grounds and on the highway.
20. The bus shall not be filled with fuel while the engine is running or pupils are on the bus. If the Employer requires the employee to fuel their bus, the Employer will treat such time as time worked.
21. If involved in an accident, the bus driver shall immediately notify the administration and in their absence the appropriate enforcement agency. The driver shall remain with the bus and keep the pupils under control until they can be safely removed. A school bus patrol student or older student, or passerby may be used to carry notification to the nearest telephone. No students shall be allowed to leave the scene of the accident until authorized by the administration and/or the

police. The driver will administer first aid to the injured.

22. The bus driver is responsible for keeping the interior of the bus swept and have window and mirrors clean.
23. All needed repairs to buses shall be reported to administration in writing. Bus repair orders will be in triplicate.
24. The school district shall supply a broom, ice scraper, and vomit cleaner, and blood borne pathogen kit for each bus. Drivers must assume the responsibility of safety, which means that no bus driver will proceed on his/her run with a bus that she/he feels is unsafe for operation. Notification to the bus supervisor or the school administration should take place by the driver at once. In the absence of the bus supervisor, the administrator in charge of buses, or the Superintendent of Schools, the building principals are legally in charge of the student body and directions are to be taken from the principles.
25. Bus Drivers will operate their vehicles in accordance with all applicable State and Federal Standards.

B. Duties: School Employees whose duty is to drive the bus - The basic function of the school employees driving the bus is to shuttle students to and from schools and to transport students for extra-curricular duties and class visitations. Duties are:

1. Drivers must meet all the state requirements and all endorsements required by law for employment including (at least but not limited to):
  - A. CDL license plus proper endorsements
  - B. A yearly MDOT physical
2. To study and observe all state, county, and local laws; relating to the driving of buses.
3. To prepare an accident report immediately after every accident involving the school bus or bus passengers for school records.
4. To perform a pre-run inspection and turn in to Supervisor's Office once every day a completed checklist including driver's name and unit number.
5. To maintain order and discipline on the part of every passenger.

6. To permit children to leave the bus only at regular stops, unless authorized by the school.
7. To be responsible daily for the condition of the bus after using it: To see that it is parked in position, lights out and doors closed, locked, keys returned to proper place. If activity runs terminate after dark, buses may be taken home provided there is off-street parking available and prior permission is granted by the Supervisor.
8. To be responsible for the proper use of the bus at all times.
9. To follow prescribed routes and time schedules as prescribed by the Board of Education and administration.
10. Drivers are not to expel a child from the bus. This is a legal responsibility of the Superintendent and the Board of Education.
11. Drivers of regular runs shall make out a seating chart for students, and sub driving plans within the first month of school and submit copies of these documents to the Transportation Supervisor, building principals, and a copy of each will be kept on his/her bus.

C. Activity Runs

1. Drivers who are interested in taking activity runs will indicate this at the annual staffing meeting.
2. An activity run sign-up sheet for trips will be made available to all regular drivers. The activity run board disclosing all extra runs will continue to be displayed in the drivers' lounge. It will be maintained only by the dispatcher or in his/her absence the immediate "backup" dispatcher. It will be maintained daily during the school year and on an as needed basis during the summer until the August Transportation meeting.

Periodic checks will be conducted by the Supervisor (through the payroll department) of employee extra run hours in order to help insure accuracy, equalization of hours.

Should any driver call to question the results posted on the run board, that driver should discuss the possible discrepancy with the dispatcher. Should the issue remain unresolved, either the driver and/or the dispatcher will approach the Supervisor.

The practice of drivers "signing up" to drive for an entire season for

any particular sport will not be allowed.

3. Activity runs shall be rotated among drivers on the activity run sheet according to low hours. Those drivers signing after the start of the school year will be added to the list and placed in the rotations equal to the driver with the highest number of hours.
4. The dispatcher will attempt to give runs one week prior to trip. The runs will be given in rotation as available. A driver may trade when agreeable to both drivers, but the dispatcher must be informed prior to the run.  
  
If a run is not accepted by any driver, the lowest seniority driver will be assigned by the transportation supervisor or his/her designee. The lowest seniority driver must accept responsibility for the assignment.
5. When a driver is not given 24 hours notice for a trip, she/he will not be charged if she/he does not take it. When the dispatcher does not have 24 hour notice to post a trip, she/he may assign the trip without regard to postings.
6. Those drivers notified of trip cancellation prior to the trip shall not be charged for that trip. Those drivers shall then be offered the next available trip.
7. If the union established that an employee should have been assigned to an activity run they shall be given priority for the next available activity run. The employer shall not be obligated for monetary damages or awards with regard to activity runs. Any grievance concerning an activity run must have the union endorsement to be processed. Such grievance shall not be processed past the second level of the grievance procedure. The employer's decision at the second level shall be final and binding on activity runs.
8. Anytime a driver reports for an activity run and the trip is canceled without prior notification to the driver, he/she shall receive one hour show-up time at activity run rate.
9. Drivers may not be eligible for activity runs that conflict with their regular run except where the Supervisor of Transportation allows.
10. Regular drivers will be given priority for extra runs on regularly scheduled activity runs provided they do not coincide with a regular school run except when the activity run is longer than six (6) hours. Regular drivers may be eligible for such runs.

D. Regular Runs

1. If a run is cancelled and the driver reports for work, because he/she has not been informed of the cancellation, the driver shall be compensated for one hour of work.
2. If a replacement driver is needed for a fifth hour run, priority will be given to a regular four-hour driver, for that run, if available.
3. Anything less than five working days shall be rotated among four-hour drivers on the basis of low hours; such hours will be logged.

Whenever a regular driver with a fifth hour is absent for an extended period of time, (extended period of time is defined as over five working days), four-hour drivers shall be afforded an opportunity to perform that fifth hour job, on the basis of seniority. Such hours will be logged. (The dispatcher shall assign such runs.)

4. The mail run which is one-half hour extra pay shall be considered part of a driver's regular run. When the Employee is required to use their personal vehicle they shall be compensated at the standard rate per mile as per Board policy.

E. Dispatcher

1. Employer may establish the position of Dispatcher within the bargaining unit. Dispatcher shall be subject to administrative approval if one is assigned. Removal shall not be grievable.
2. The dispatcher shall be paid one and one half (1 1/2) hour in lieu of a fifth hour run. In case the dispatcher is absent a back-up dispatcher shall serve with compensation.
3. For the initial two (2) snow days of a school year, if school is called off prior to 11:30 pm the night before a snow day, there will be no payment of wages to bus drivers on the snow days. Beginning with the third snow day of a school year and thereafter, if school is called off prior to 6:00 am of the morning of a snow day, there will be no payment of wages to bus drivers on the snow day. If school is not called off by the respective times on the snow days as indicated above, bus drivers will receive two (2) hours driving time for getting their buses ready for the morning run.

**ARTICLE XI**

Leaves

A. Unpaid Leaves of Absence

1. Employees who have not completed their probationary period are not eligible for leaves of absence.

2. A leave of absence for personal reasons satisfactory to the employer may be granted to an employee with seniority for a period not to exceed thirty (30) days. Any extension of the leave shall extend the leave for a total of no more than ninety (90) days. A written request must be submitted and approved prior to the start of the leave or any extension thereof.
3. Occupational Disability Leave will be granted to an employee with a compensable occupational disability under the Workmen's Compensation Act, as amended. Such leave will be extended for a period that compensation is received, or until the employee is approved for return to work with a written release from the employee's physician. Such leave shall be without loss or accumulation of seniority.
4. Sick or non-occupational disability leaves of absence may be granted to employees for an initial period of time not to exceed sixty (60) calendar days, upon confirmation of the duration and nature of the illness or disability in the form of a doctor's statement in writing. The employer reserves the right to verify the illness or disability through examination by the employer-appointed physicians or specialist. Such leave may be extended, provided the extension is requested and approved prior to the expiration date of the original leave. Under no circumstances may the original leave, plus any extensions, exceed two years.
5. Employees will not accumulate seniority during unpaid leaves of absence which exceed ninety (90) days.
6. Any employee on a personal leave who does not report back to work by the expiration date as set forth on his/her leave of absence notice or does not receive an approved extension, will be considered to have terminated his/her employment.
7. The above leaves may be extended upon written application of the employee to the Board in advance of the expiration date.
8. Disposition of all requests for leaves of absence and extensions thereof shall be in writing.
9. An unpaid leave of absence not to exceed one year shall be granted for purposes of childbirth and/or child care. In the case of childbirth, verification of ability to return from such leave or to continue driving prior to such leave may be required from the employee's physician.

10. For the purpose of this Article on unpaid leaves, days shall mean calendar days.

B. Paid Leaves

1. Illness and Disability

A. Each full-time employee covered by this Agreement shall be entitled to twelve days annual sick leave per year, and if not used, shall accumulate to SEVENTY-FIVE (75) DAYS. Days shall be earned on the basis of pro-rata regular assigned hours. The leave days may be taken by an employee for the following reasons and subject to the following conditions:

1. Personal illness or disability - The employee may use all or any portion of his/her leave to recover from his/her own illness or disability which shall include childbirth and complications of pregnancy. In case of excessive absence, the Board of Education has the right to ask for a medical examination by an agreed to physician.
2. Illness means either an organic disease (including viral or bacterial infection), organic defects, quarantine or psychosis.
3. Regular hourly employees who are part of the long-term disability program have all rights to the above policy with the exception that, "the unused portion of annual sick leave shall accumulate from year to year, not to exceed ninety (90) days". The long-term disability becomes effective for these people at the end of a ninety day period, when applicable.
4. Effective September 1, 1992, for all sick days that an employee would have accumulated over the cap of 75 days, the district shall credit the employee with \$20.00 credit per sick day. The \$20.00 shall be paid to employee upon NON DISCIPLINARY SEPARATION, retirement or resignation from the Atherton Schools.

B. Personal Leave Days: Two (2) days of personal leave may be granted each year in addition to the sick leave days. Personal leave days cannot be accumulated nor can they be granted for a fraction of a day.

C. Should a continued enforced absence, such as a sickness, require and employee to be absent from his work over an extended period of time, the following considerations shall be applied:



1. Seniority shall continue to accumulate for a period not to exceed ninety (90) days on an unpaid leave and up to one year on sick leave adjusted when returned to work.
2. The seniority of an individual involved in an enforced and prolonged absence shall be reinstated provided he/she returns to work within a period of 180 work days except that in no event shall this apply where the length of absence exceeds seniority accumulated at the time such absence began.
3. A driver returning from an enforced and prolonged absence shall be reinstated to his/her regular assignment provided he/she is within 180 work days time limit and gives one week proper notice to their return to unrestricted employment.

## 2. Personal Leave

A. Seniority lists shall contain a date of hire and a date of entry and shall be posted annually ten (10) working days prior to the initial selection of runs and shall be supplemented as needed. Drivers who stop work on their own accord and later return will not have the intermittent time covered by seniority.

B. The following shall apply if an absence is more than three days.

1. Psychosis means mental derangement for which the employee is receiving continuous treatment from a physician who is certified in psychiatry by the Board of the American Medical Association. It includes schizophrenic disorder, dementia praecox, manic depressive reactions, involuntal melancholia, paranoias and paranoid states, senile psychosis with cerebral arteriosclerosis, Korsakow's psychosis and other correspondingly serious psychoses.
2. Psychoneurotic disorders or behavioral disorders such as anxiety reactions, hysteria, phobic reactions or obsessive-compulsive reactions, are not considered as illness or disability under this contract and are not compensable.
3. Disability means accidental bodily injury or disability due to pregnancy.
4. Illness or disability shall not be compensable if it results directly or indirectly from the following:
  - a. Intentionally self-inflicting injury of any kind, while sane or

insane.

5. It shall be the employee's responsibility to provide the school district with a physician's statement (MD or DO, only) when the employee is absent for more than three consecutive work days. The physician's statement shall include:

- a. A statement of the employee's illness or disability.
- b. Identification of the symptoms (other than the employee's own statements) that led to the diagnosis and,
- c. Expected date of return to unrestricted employment.

3. Rules and Regulations Regarding Absence:

- A. Employees may be required by the administration to give their immediate supervisor a written, signed statement indicating the reasons for such absence. On the day of the employee's absence, the employee must call in 1 hour before the start of the employee's shift.
- B. The employer may require medical verification regarding an absence if the employee has either an unacceptable rate of absenteeism or if the validity of the absence is questioned.
- C. If an illness occurs on the day before or after a holiday or vacation period, the employee may be requested to present a physician's statement to the Superintendent or his designee upon his return for payment of sick time.
- D. The employer may require any school employee to submit to a physical examination at any time by a physician designated by the employer. The employer may require a psychological and/or psychiatric examination of an employee upon the recommendation of the employer's physician. If the choice of the examiner is not agreeable to both the employer and employee involved, the employer and the employee shall mutually agree to a qualified medial examiner from a list of three physician's provided by the employer.
- E. At the expiration of a leave, if an employee does not return to work and no extension is granted, the employee is terminated.
- F. Any employee who abuses sick leave privileges shall be subject to

discipline by the employer.

- G. If an employee is unable to maintain a satisfactory attendance record, the employee may be subject to discipline up to and including discharge.
4. Bereavement Leave - Up to three consecutive days deductible from sick leave will be granted to an employee when death occurs to the following relations of employee (provided the employee attends the service) spouse, parents, child, brother, sister, grandparent, and brother-in-law, sister-in-law, mother/father-in-law. An employee desiring such a leave shall make a written application to his supervisor.
  5. Jury Duty Leave - Employees shall be granted a leave of absence with pay when they are required to report for jury duty. Employees shall be paid the difference between a jury duty compensation they receive and their regular wages for time necessarily spend in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full days after endorsing the jury check (less expenses) to the employer. Employees required, either by the Board or any public agency having the power of subpoena to appear before a court or such agency on any matters related to their work with the employer and in which they are personally involved as a defendant, shall be granted a leave of absence with pay (as set forth in the above paragraph) for a period during which they are so required to be absent from work.
  6. Holidays - Hourly employees will be eligible for holiday pay providing they work their last scheduled work shift in full prior to, and their next scheduled work shift in full after such holidays. To be eligible for holiday pay an employee must be a permanent employee as of the date of the holiday.

Thanksgiving Break  
Christmas Break  
Memorial Day  
President's Day Break  
Martin Luther King Day  
Spring Break

## ARTICLE XII Fringe Benefits

- A. Employees working a minimum of 30 (scheduled hours per week on a regularly scheduled runs) shall have the ability to purchase health care coverage through the employer's existing program. The employee shall be responsible for the cost of the

premium for this insurance. There will be no cash payment in lieu of taking health care coverage.

B. The insurance coverage for employees will be Health Plus PG. To qualify for insurance coverage, individuals must meet the hour requirements as specified in ARTICLE XII, Section A.

C. The Atherton School District shall provide Sick and Accident Insurance benefits to qualified employees according to the provisions of the group insurance agreement furnished by the school district. Such benefits will be coordinated with sick leave in such a manner that no driver will receive more income than they would receive working their regular assignment. Drivers having accumulated sick leave may use such sick leave to make up the difference between the insurance benefits received and the amount that they would have earned had they been working their regular assignment. Deductions will be made against accumulated sick leave on a pro-rata basis. To qualify for insurance coverage, individuals must meet the hour requirements as specified in ARTICLE XII, Section A.

D. Supplemental Worker's Compensation - An employee accumulates all benefits to which she/he would have been entitled by virtue of this contract while absent due to compensable cause, but shall not continue to accumulate benefits after a two (2) year period absence due to a compensable cause. The "compensable cause" must have occurred while in the employ of the Atherton School District.

**ARTICLE XIII**  
**Pay Schedule**

- 1. This salary schedule will remain in effect for the following years:  
(REFERENCE ARTICLE XIV)

2007 - 2008

Starting Pay	.....\$12.81
2 <sup>nd</sup> Year	.....\$12.91
3 <sup>rd</sup> Year thru 5 <sup>th</sup>	.....\$13.71
6 <sup>th</sup> Year and beyond	.....\$14.61

2008 - 2009

Starting Pay	.....\$13.07
2 <sup>nd</sup> Year	.....\$13.17
3 <sup>rd</sup> Year thru 5 <sup>th</sup>	.....\$13.98
6 <sup>th</sup> Year and Beyond	.....\$14.90

<u>2009 - 2010</u>	
Starting Pay	.....\$13.33
2 <sup>nd</sup> Year	.....\$13.43
3 <sup>rd</sup> Year thru 5 <sup>th</sup>	.....\$14.26
6 <sup>th</sup> and beyond	.....\$15.20

September 1, 2010 – Wage Re-opener

*\*\*\*ALL WAGES WIL BE RETROACTIVE BACK TO SEPTEMBER 1, 2007. WAGE INCREASE IN EACH CONTRACT YEAR EQUATES TO A 2% INCREASE EACH YEAR.*

- B. A regular driver will be guaranteed two hours work in the morning and two hours work in the afternoon of every full working day.
- C. Drivers working more than eight hours will be paid time and one-half for hours exceeding an eight hour day. Drivers will be paid time and one-half for driving on Saturday and double time on Sunday. The provisions shall not compound. Drivers shall receive no more than time and one-half their regular hourly rate for all hours worked on Saturday and no more than double their regular hourly rate for all hours worked on Sunday and holidays.
- D. The Board shall pay no more than four (4) hours for the preparations of maps, bus runs, orientation, etc. The administrator in charge will make adequate preparation time schedules. One hour shall be paid in the pay period following orientation. Three hours shall be paid in the pay period following submittal of passenger lists for the state audit.
- E. Activity Runs - Compensation for activity runs will be paid at a straight time per hour. Fractions of hours will be prorated at regular pay per hour. Layover time will be included for drivers who are returning with their load on the same day or night and layover to be paid at \$9.61 per hour for the 2007-2008 school year, \$9.81 per hour for the 2008-2009 school year, and \$10.01 for the 2009-2010 school year, effective 9-1-07. Overtime shall not be paid for the layover time. Arrangements for compensation for overnight or extended stay must be approved by the administrator in charge of transportation. On an overnight, drivers shall be paid until (but not after) students are discharged from the school bus. Driving time shall start the following day when the driver commences the transporting of students.

Pay for activity runs shall begin at the time the bus leaves the service garage.

- F. Special Education Run (If provided by the local district)
  - 1. The regular full time driver (or substitute driver) assigned to the above said run shall be compensated for one extra hour beyond the regular hours

worked per day.

2. Seniority shall determine which two drivers shall be called upon to work as a replacement driver for the Special Education Run (physically and mentally impaired). The paid hours over and beyond the regular hours shall be posted to the overtime board. The overtime board will determine which of the two top seniority drivers will take said run. These drivers shall spend two (2) days with pay with pay no later than the second week of school learning the Special Education run with the regular driver.
- G. In the event of a mechanical failure on a regular run, not the fault of the driver, compensation will be paid for all delayed time less than one (1) hour, or fraction thereof, at the rate of regular pay. Breakdown hours shall not be logged on extra-curricular activity board.
  - H. In the event of a mechanical failure on an activity run, not the fault of the driver, compensation will be paid for all delayed time less than one (1) hour, or fraction thereof, at the rate of regular pay. For time beyond one (1) hour, or fraction thereof, compensation will be at the rate of regular pay per hour. Breakdown hours shall not be logged on extra-curricular activity board.
  - I. Drivers attending bus drivers' school will be compensated at the rate of regular pay per hour. Experienced drivers must attend bus drivers' school annually to update their certificates. Payment will be made for the number of hours required for the annual update. Payment will be included in the next pay, if feasible.
  - J. Each year the transportation supervisor and the employees will establish a two (2) hour in service program for transportation employees. The in service shall mutually agreed upon in terms of topic, date, and time. Drivers are to be paid for this two (2) hour in service at their regular hourly rate.
  - K. Employees will have a choice of a free physical at the employer's doctor or reimbursement of \$20.00 for a physical by the employee's physician.  
  
If the employer has any reason to question the physical examination, the employer may elect to send the employee to a physician selected by the employer for a final determination. The cost of the examination will be paid by the employer. The employer will select from the agreed upon list of three (3) physicians.
  - L. The Board of Education will pay a meal allowance when a trip or trips are longer than six (6) hours in continuous duration. If on duty during breakfast, \$5.00, if on duty during lunch, \$7.00, if on duty during dinner, \$10.00.
  - M. The State required Tubercular Test in the form of a "patch" test only shall be paid for by the Board of Education. Any other form of test; i.e. X-ray, shall be at the expense

of the employee, except upon presentation of a doctor's statement to the effect that the "patch" test is not satisfactory for employee involved.

- N. All employees will receive retirement paid by the employer as per state mandates.
- O. A payment of \$10.00 per wash will be granted to each driver for having their bus washed. Buses are to be washed a minimum of two times per month. Transportation office must approve all bus washes prior to washing.

**ARTICLE XIV**  
**Duration**

This Agreement shall be effective upon ratification by both parties and shall continue in effect from September 1, 2007 until August 30, 2010.

In the event either party wishes to terminate or amend the Agreement, notice shall be given by either party to the other of such desire to terminate or amend, in writing, sixty (60) days prior to its expiration date or yearly extended date.

If notice to amend is given, the Agreement shall remain in full force and effect until a new Agreement is reached or until either party is given a ten (10) day notice to terminate.

SERVICE EMPLOYEES INTERNATIONAL UNION

*Judith L. Aulrey*  
\_\_\_\_\_  
*Meredith A. Aligood*  
\_\_\_\_\_

ATHERTON BOARD OF EDUCATION

*Debra Sugrue*  
\_\_\_\_\_  
*Doug Schum*  
\_\_\_\_\_  
*Paul K. Heddleton*  
\_\_\_\_\_  
*Paul S. Elph*  
\_\_\_\_\_  
*Scott / dm*  
\_\_\_\_\_  
*John G. Gendron*  
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