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**MONTROSE COMMUNITY SCHOOLS**

**BUS DRIVERS**

**LABOR NEGOTIATION AGREEMENT**

**2006 - 2009**

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## **LABOR NEGOTIATION AGREEMENT**

This Agreement entered into the 9<sup>th</sup> day of November, 2006, but effective on and after July 1, 2006, by and between the Board of Education of Montrose Community School District, Genesee and Saginaw Counties, Montrose, MI hereinafter called the "Board" and SEIU 517 M, Service Employees International Union Montrose Division, AFL-CIO, hereinafter called the "Union".

### **ARTICLE I** **PURPOSE**

- (a) It is the general purpose of this agreement to promote the mutual interests of the Board and its employees to provide for the operation of the Services provided by the Board under methods which will further, to the fullest extent possible the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to school operation. The parties to this agreement will cooperate fully to secure the advancement and achievement of these purposes.
- (b) The parties recognize that the interest of the employer and the job security of the employee depend upon the employer's success in maintaining proper service for the children of the school district.

### **ARTICLE II** **RECOGNITION AND AGENCY SHOP**

#### **Section 1 – Recognition**

The Board hereby recognizes the Union as the exclusive bargaining representative, as defines in Section II of Act 379 Public Acts of 1965, for all regular bus drivers, bus aides and mechanics employed by Montrose Community Schools excluding supervisors, substitute drivers, and all other employees.

#### **Section 2 – Agency Shop**

Any regular bus driver, bus aide, or mechanic who is not a member of SEIU 517M, Service Employees International Union Montrose Division or who does not apply for membership within 90 working days of commencing employment, shall as a conditions of employment pay to the Union as a contractual service fee, an amount equivalent to the dues and initiation fee uniformly required of members. Payroll deduction shall be available to all employees for dues of contractual service fees directly. Said sum shall be certified in writing by the Union as well as any increases or decreases there from. Said dues or contractual service fees shall e deducted in equal monthly installments.

In the event that a regular bus driver, bus aide, or mechanic shall fail to pay either dues or fees, the Union may after writing notice to the delinquent employee, institute suit for collection of the full yearly amount, which when received, shall be considered as a service fee. Any money deducted pursuant to payroll authorization for dues shall be remitted to the proper party promptly.

The Board agrees not to negotiate with any organization other that the Union for the duration of the Agreement. Furthermore, the Board agrees not to negotiate with any employee or group of employees on any subject included in the Agreement, provided however, that not anything contained in this provision shall be construed to prevent any individual employee from presenting a grievance adjusted without intervention of the certified bargaining representative if the adjustment is not inconsistent with the terms of this agreement.

### **Section 3 – Cope**

Upon authorization by the employee, the Board shall deduct from the employee's pay a pre-approved amount for SEIU COPE PCC and forward such sum to the Union. This authorization is voluntary and made with the understanding that the signing of this authorization and the making of payments to the SEIU COPE PCC are not conditions of membership in the Union or of employment with the Company and that the SEIU COPE PCC will use the money it receives to make political contributions and expenditures in connection with federal, state and local election.

### **ARTICLE III** **DEFINITIONS**

- (a) Full year employee: An employee who is scheduled to work a minimum of forty (40) hours per week on a permanent basis. (12 Month Employee)
- (b) School Year employee: A driver who has regularly scheduled daily runs. (10 Month Employee)
- (c) Substitute bus driver: A driver who does not have regularly scheduled daily runs and is employed on an "on call" basis.
- (d) Probationary employees: A probationary employee is one who has not completed the initial Ninety (90) working days of employment for the Board.
  - (1) A probationary employee whose service is deemed unsatisfactory may be dismissed at the will of the Board.
  - (2) Probationary dismissal shall not be subject to the grievance procedure.
- (e) Probationary Employee: A substitute bus driver who is assigned a regularly scheduled daily run will served at ninety (90) working day probationary period subsequent to assuming a regular daily run.
- (f) Economic Impact: One's personal finances/influenced or affected.
- (g) Bid Period: Defined as bid occurs on Friday, the following 14 days are included in the bid period.

Note: Employee's Defined in Section C are included only for definition purposes.

### **ARTICLE IV** **RIGHTS OF THE BOARD**

- (a) The Board on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and the United States, to manage and direct the Montrose Community Schools provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement, but such rights established by law may not be infringed upon by an provision of this contract.
- (b) The exercise of the legislative powers, right, 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 to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the Sate of Michigan and the Constitution and laws of the United States.

### **ARTICLE V** **NON-DISCRIMINATION**

No employee shall be discriminated against as to race, creed or color, religion, sex, age or natural origin. However, such allegation shall not be subject to the grievance procedure or arbitration.

**ARTICLE VI**  
**NO STRIKE – NO LOCKOUT**

- (a) The Board will not lock out employees during the term of this Agreement.
- (b) The parties of this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. Under no circumstances will the Union cause or permit its members to cause nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slowdown in any department of the School District, or any curtailment of work, or restriction of production or interference with the operations of the Board or any picketing or patrolling which results in bargaining unit employees or other employees of the employer in curtailing their work or production or prohibition or preventing a supplier from having ingress or egress from the employer's property. In the even of a work stoppage, other curtailments of production, picketing or patrolling, the Board shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.
- (c) In the event of a work stoppage, picketing, patrolling or any other curtailment, by the Union or the employees covered hereunder during the term of this Agreement, the Union by its officers, agents and stewards shall immediately declare such work stoppage, picketing, patrolling which results in bargaining unit employees or other employees of the employer in curtailing their work or production or prohibiting or preventing a supplier from having ingress or egress from the employer's property to be illegal and unauthorized in writing to stop the said conduct and resume full production. Copies of such written notice shall be served upon the Board. The Union agrees further to cooperate with the Board to remedy such situation by immediately giving written notice to the Board and the employees involved declaring the said conduct unlawful and directing the employees to return to work. In the even that the Union in any such situation performs the obligations of this paragraph in good faith and has not authorized such conduct it shall not be liable in any suit in any court for money damaged caused by said violation. The Board shall have the right to discipline, up to and including discharge, any employee who instigates, participates in or gives leadership to any activity herein prohibited.

**ARTICLE VII**  
**VISITATION**

- (a) Upon request to the designated representatives of the Employer and providing mutually acceptable arrangements can be made, officers or accredited representatives of the Union shall be admitted onto the Employer's premises during working hours for the purposed related to this Agreement.
- (b) During such visits the official of the Union may enter any areas relevant to the purpose of the visit providing such visit shall not disrupt orderly operations and further such visit shall not hinder the employee in the performance of this job duties. In the event that any privilege provided by this Section that is abused, the Employer may withdraw it after the Union is given reasonable opportunity to remedy the situation.

**ARTICLE VIII**  
**SAFETY PRACTICES**

- (a) The employer will take reasonable measure in order to prevent and eliminate any present or potential job hazards, which the employees may encounter at their places or work.
- (b) The employee will be expected to notify the Employer in t writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment.
- (c) It shall be the responsibility of the Board to keep its equipment in proper working order. In the even the employee believes the equipment is not in safe working order and the bus driving supervisor disagrees with the bus drivers assessment, the bus driver may contact the superintendent or his/her designee and the superintendent or his/her designee will determine if the bus should be driven by the employee.

**ARTICLE IX**  
**UNION REPRESENTATION**

- (a) There shall be one Union Steward and/or Alternate Steward who shall represent the bargaining unit employees for the purpose of processing grievances and a bargaining committee comprised of three members who along with the Steward negotiate the labor agreement and assist in the processing of grievances.
- (b) The Union Steward and/or Alternate shall represent the employees within their department. The steward shall have the right to process a grievance at the first step. Such grievances which are resolved to the satisfaction of the grievant shall be final and binding upon the grievant, the Union and Employer.
- (c) The union in contract negotiations may be represented by employees in the bargaining unit. Such employees shall be selected in any manner the Union desires. The Union shall designate said employee to the employer.
- (d) Upon notification of the immediate supervisor the Steward and/or Alternate Steward may investigate and present grievances. Denial shall not be subject to the grievance procedure. The immediate supervisor shall not arbitrarily deny the investigation.
- (e) Stewards, during their term of office only, shall head the seniority list within the bargaining unit for the purpose of layoff and recall only providing the employee has the skill and ability to perform the then existing work. Employees possessing Super-Seniority shall not be kept at to work during periods of layoff unless they are capable of performing work to be done within their classification.

**ARTICLE X**  
**UNION'S USE OF SCHOOL BUILDINGS FOR UNION MEETINGS**

The Union and its representatives shall have the right to request the use of school buildings for meetings. The superintendent or his/her designee shall have the right to designate the time and place of meetings within buildings so as not to interfere with other regularly schedules activities. The Board shall retain the right to regulate after house use of the building and/or facilities and equipment and shall make reasonable charge for extra maintenance and service costs.

**ARTICLE XI**  
**JURISDICTION SUPERVISOR DOING BARGAINING UNIT WORK**

Supervisory employees will be permitted to do occasional bargaining unit work as long as no bargaining unit employees regularly scheduled work hours have not been reduced and as long as no bargaining unit employee is available to perform the unit work without altering the regular schedule of their unit work.

**ARTICLE XII**  
**EMPLOYEE JOB DUTIES**

Employees shall perform all duties of their position consistent with past procedures or in accordance with written direction or modification. (The parties recognize that the great majority of daily job duties are so well known and regular as no to require written specification). A copy of any written directions or modifications will be sent to the Union.

**ARTICLE XIII**  
**BENEFITS**

It is agreed between the parties that in the event that a Full Year employee, School Year employee, bus aide or mechanic works less than the established hours in his/her classification and is covered by this Agreement, he/she shall be entitled to a pro-rate portion of all of the benefits under this Agreement based on the hours the employee works for the employer provided he/she is otherwise eligible.

**ARTICLE XIV**  
**SENIORITY**

**Section 1**

- (a) All School Year employees, bus aides and mechanics shall serve a probationary period of Ninety (90) working days, uninterrupted by any type of service break unless authorized by the Superintendent or his/her designee during which time they will be termed "probationary employees". A substitute bus driver assigned a regular scheduled daily run shall serve a Ninety (90) working day probationary period subsequent to assuming the regular daily run.
- (b) Probationary employees service with the Board may be terminated at any time by the Board in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.
- (c) During the probationary period an employee if otherwise eligible shall be entitled to hospitalization insurance coverage after Thirty (30) calendar days of employment. Any pay for sick days, holidays or other qualified absence shall be deferred and payable only upon successful completion of the probationary period. At that time seniority shall be established from the original date of hire and any earned by unused sick days shall be credited.
- (d) Layoff and recall of employees shall be by seniority and the following order shall be followed, provided that the employees who remain are capable of performing the work available:
  - (1) Substitute employees
  - (2) Probationary employees
  - (3) Remaining seniority employees shall then be laid off in the order of their seniority.
- (e) A laid off seniority employee, if recalled to a job similar in work content and identical or higher rate to the job from which he/she was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.
- (f) The order of recalling of laid-off employees shall be the reverse order in which the employees are laid off and shall be subject to the same conditions as layoff.
- (g) Notices of recall shall be sent by certified or registered mail, or telegram to the employee's last-known address as shown on the Board's records and it shall be the obligations of the employee to provide the Board with the current address and telephone number. A recalled employee shall give notice of his/her intent to return to work within Five (5) consecutive working days, and shall return within Seven (7) consecutive working days or his/her employment shall be terminated without recourse to this Agreement.
- (h) If the event a recall is necessary on less than Three (3) consecutive working days notice, the Board may call upon the laid off employee(s) either personally or by telephone, until an employee is able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed Three (3) days, and employees passed over (because of their inability to return to work immediately) will be given notice to report to work at the end of said Three (3) consecutive day period.
- (i) Recognizing varied periods of employment, workdays shall mean calendar days Monday through Friday during times such unit employees are scheduled to work.

**Section 2 – Loss of Seniority**

An employee's seniority and employment shall terminate if:

- (a) The employee quits, or
- (b) The employee is discharged, or
- (c) The employee fails to give notice of his/her intent to return to work within Five (5) working days and/or fails to report to work within Seven (7) working days after issuance of the Board's notice of recall by certified mail to the last known address of such employee as shown by the Board's records. It shall be the responsibility of the employee to provide the Board with a current address, or
- (d) The employee is absent from work for Three (3) work days without permission from the Superintendent or his/her designee unless extenuating circumstances prevents immediate notification, or

- (e) The employee overstays a leave of absence without prior permission from the Superintendent or his designee, or
- (f) The employee gives a false reason in requesting a leave of absence or engages in other employment during such a leave of absence, unless prior permission is granted by the employer, or
- (g) A settlement with the employee has been made for total disability, or
- (h) The employee is retired, or
- (i) The employee is laid off or has not worked for the Board for a continuous period exceeding the length of his/her employment, or
- (j) The employee falsified pertinent information on his/her application for employment.

### **Section 3 – Seniority List Posting**

- (a) The Board agrees to post and update annually, on or about one month after the commencement of school, a seniority list by job classification seniority and bargaining unit seniority. Seniority lists shall be posted of all bargaining unity employees. An Employee's standing on the published list will be final unless protested to the Board's personnel office no later than Ten (10) working days after the list has been posted on the Board's bulletin board unless the affected employee was not scheduled to work during the posting period.
- (b) Seniority will be retroactive to date of hire when the probationary employee successfully completes the Ninety (90) working day probationary period. The School Board agrees to notify the Union or the Steward when an employee successfully completes the probationary period.

### **Section 4 – Seniority for Benefit Purposes**

An employee's seniority for all benefit purposes will continue to accumulate until the end of the calendar month in which the employee's sick days have been exhausted and when the employee is placed on the unpaid leave of absence.

### **ARTICLE XV** **BUMPING**

There shall be no bumping under any circumstances except as provided in the layoff provisions. Bus aides will not be bumped by other classifications.

### **ARTICLE XVI** **VACANCIES**

- (a) If a new job or permanent vacancy occurs in a classification covered by this Agreement and the Board determines to fill such opening, the open job will be posted within Five (5) working days for a period of Ten (10) working days. Senior employees who desire such open job(s) may submit their bid for such job opening which may be filled temporarily by the Board until there has been a permanent award of the job to an employee. The Board will announce the successful job bidder, if any, within Five (5) working days after the close of the bidding period.
- (b) When an employee's job bid is accepted, he/she will be given a period not to exceed Sixty (60) working days within which to qualify for the job. During the qualifying period he/she will receive no less than the rate of pay for the job he/she held permanently immediately prior to such qualifying period. If at any time within the qualifying period the employee does not qualify for the job, he/she shall be returned to the permanent job he/she held prior to his/her accepted bid.
- (c) No job shall be considered to lower rated classification unless due to physical disability or incapacity.
- (d) If there are no qualified bidders for any open and posted job, the Board may fill the job in its discretion.
- (e) The Seniority and qualifications of the applicant shall be considered for all vacancies.
- (f) Any posting shall, where appropriate, specify classification, job location, hours or work and compensation.



- (g) An employee qualified for a position who is not a successful bidder shall have the right to grieve on the basis that his/her qualifications for the position are superior to those of the person assigned the position all other factors being equal.

## **ARTICLE XVII** **POSTING POSITION**

Prior to the posting of run packages, a committee including the Transportation Supervisor and representatives from the bus drivers/aides will meet and discuss significant changes in the routes.

The employer agrees it will post the runs and permit the bus driver/aide employees to bid the runs. All runs will be posted for bid no less than eight (8) business days before the first student day. Runs will be bid and assigned no less than five (5) business days before the first student day. In addition, if run changes cause economic impact, only those runs that are economically impacted will be posted in January, prior to the start of the second semester, with the timelines previously mentioned. Runs will be assigned to the highest seniority bidder within each respective classification.

Bidding and transferring between classifications is not allowed.

## **ARTICLE XVIII** **SUPERVISORY PROMOTIONS**

- (a) An employee promoted or transferred from a job classification in the bargaining unit, after certification of the Union, to a supervisory position shall retain the seniority he/she had at time of such promotion or transfer and shall continue to accumulate seniority while he/she is in such supervisory position for a period of One (1) year.
- (b) An employee promoted or transferred as described in subsection (a) above, shall have a right to return to the bargaining unit and be placed on the job to which his/her seniority would entitle him/her if his/her employment with the Board had remained unbroken; provided, however, that the employee has not been discharged for cause. A supervisory employee who returns to the bargaining unit after more than One (1) year as a supervisor will not be able to bid for promotions or job transfers during the first year in which he/she returns to the bargaining unit.

## **ARTICLE XIX** **TEMPORARY TRANSFERS/ASSIGNMENTS**

### **Section 1 – Temporary Transfers**

Temporary transfers shall be permitted but not exceed Four (4) weeks duration, unless the parties mutually agree to extend the temporary transfer beyond that time period. Employees so transferred shall receive the rate of their former job or the rate of the job to which they are transferred; whichever is higher. During periods of temporary transfer, employees shall suffer no detriment to their classification seniority. In the event a temporary transfer occurs, employees, by seniority will be given first opportunities to fill the temporary transfer provided the employee has the skill and ability to perform the job.

### **Section 2 – Temporary Assignments**

When a driver/bus aide knows in advance that he/she will be absent for a period of (30) working days or more, his/her run(s) shall be assigned to One (1) bus driver/bus aide by assigning the run to the highest seniority bus driver desiring the run until the bus driver/bus aide returns or the end of the current school year, whichever comes first.

Routine absences will be filled by available drivers based on seniority.

When a driver is assigned to cover for an employee on a leave of absence for Thirty (30) consecutive days or longer, the assigned driver will have their sick day accrual adjusted to reflect the average daily number of hours for the last Thirty (30) days.

## **ARTICLE XX** **NEW JOBS**

The employer retains the right to eliminate, change, establish, and evaluate classifications and establish the pay grades hereafter provided, however, the classifications and the pay grades hereafter, set forth in the Wage Schedule, and new changed classifications which may be placed in the Wage Schedule, shall remain in effect after the employer has put said changes into effect. The employer agrees to notify the Union within Thirty (30) days after placing said change into effect and further agrees to meet and discuss said changes with the Union upon request.

## **ARTICLE XXI** **WORKER'S COMPENSATION**

An employee absent longer than Seven (7) calendar days because of an illness or injury incurred as a result of performing services for the Board shall be covered by the Worker's Compensations Act.

## **ARTICLE XXII** **RETIREMENT**

All employees of the Montrose Community Schools are covered under the Michigan Public School Employees Retirement Fund, which is correlated with the Federal Social Security Program. The employer shall pay for each of its employees the full and entire retirement contribution to the retirement fund.

- (a) Coverage – All school employees are required by law to be members of the Fund.
- (b) Mandatory retirement – The Union and Board agree to abide by the law regarding retirement.
- (c) The employer reserves the right to request earlier retirement if the employee is mentally or physically incapable of fulfilling the requirements of the job, provided such action may be required were justified upon the recommendation of a physician.

## **ARTICLE XXIII** **BULLETIN BOARDS**

- (a) The Board agrees to furnish space for a bulletin board which may be used by the Union for the following notices:
  - 1. Notices of Union meetings.
  - 2. Notices of Union elections and the results of such elections.
  - 3. Notices of Union recreational and social events.
  - 4. Other notices concerning Union affairs, which are not political or controversial in nature.
- (b) It is agreed that all other notices prior to being posted shall be submitted to the Board for its approval.
- (c) It is further agreed that all notices including those posted by the Union as provided for herein and those posted by the Board shall not be mutilated, destroyed or defaced by the employee. If same should occur, the affected employee shall be subject to disciplinary action.
- (d) The Union agrees that in no event shall such noticed be politically partisan, derogatory or critical of the Board, or the Board's officers, agents, supervisors, employees, department, or subdivisions nor shall such notices be derogatory or critical of the services, techniques or methods of the Board.
- (e) There shall be no solicitation or distribution of any kind of any person in work areas during work time without proper authorization from the Board.
- (f) The board will remove from the bulletin board any material, which in the Board's opinion is libelous, defamatory, politically partisan, scurrilous or detrimental to the labor-management relationship and shall notify the Chair Person of such removal.

**ARTICLE XXIV**  
**DISCIPLINARY ACTION**

- (a) It must be recognized that an employee placed on permanent status may be dismissed, suspended, or otherwise disciplined for cause.
- (b) Below are examples of cause for dismissal, suspension or other disciplinary measures including but not limited to:
  - 1. Dishonesty, drunkenness, immoral conduct, or addiction to the use of narcotics.
  - 2. Fraud in securing employment.
  - 3. Incompetence, inefficiency, in job performance
  - 4. Conviction of a serious crime by a court of law.
  - 5. Insubordination, inattention to or dereliction of duty.
  - 6. Continued disregard for rules, which are established by the employer and made known to the employee not inconsistent with the terms of this agreement.
- (c) The Board reserves the right to refuse recommending anyone who has quit without providing Fourteen (14) days notification prior to quitting.
- (d) In the event of dismissal, suspension or other disciplinary action the employee shall have written notification of such action with a copy going to the Union.

**ARTICLE XXV**  
**GRIEVANCE PROCEDURES**

**Section 1 – Definitions**

- (a) A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement.
- (b) All grievances must be filed within Five (5) working days after occurrence of the circumstances or within Five (5) working days after the employee should have reasonably known of the circumstances giving rise to the grievance otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.
- (c) Any and all grievances resolved at any step of the grievance procedure, as contained in this Agreement, shall be final and binding on the Board, the Union, and any and all employees involved in the particular grievance.
- (d) Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the Administration within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired provided that at the Superintendent's level failure to respond to a grievance within the allotted time limits hereinafter set forth will result in the affirmance of the grievance. Any grievance not carried to the next step by the Union within the prescribed time limits such extensions which may be agreed to, shall automatically be resolved upon the basis of the last deposition.
- (e) The Board shall not be required to pay back wages for periods prior to the time a written grievance is filed; provided that in the case of a pay shortage, of which the employee had not been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of that pay period providing the employee files his/her grievance within Five (5) working days after receipt of such pay.
- (f) When an employee is given a disciplinary discharge or layoff or written reprimand and/or warning which is affixed to his/her personal record, the employee will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within Five (5) working days from the time of presentation of the notice to the employee. Grievances regarding discharge will commence with the Superintendent of Schools or his/her designee. With the consent of the parties a discharge grievance may be advanced and processed out of order.

- (g) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal service that he/she may have received, or could with diligent effort have received from any source during the period in questions.
- (h) Any employee having a complaint must first take up the matter with his/her immediate supervisor.
- (i) If no satisfactory answer or disposition is received within Five (5) working days, the complaint shall be processed as follows:

**Step 1** The employee shall, within Five (5) working days after occurrence of the circumstances giving rise to the grievance, reduce the matter to written form stating all facts in detail, and submit same to his/her supervisor. The supervisor shall, within Five (5) working days, record his/her disposition in detail on the copies of the grievance form, returning Two (2) copies to the employee.

**Step 2** Failing to resolve the issue in the first step, the Union shall, within Five (5) working days of the supervisors disposition, contact the Superintendent of Schools to discuss said grievance. This meeting shall be scheduled at a mutual agreeable time, which time shall not exceed, however, Five (5) working days from the time the Union contacts the Superintendent of Schools, unless a longer time is mutually agreed upon. The Superintendent of Schools shall give his/her decision in writing relative to the grievance within Five (5) working days of his/her meeting with the Business Representative of the Union.

## **ARBITRATION**

### **Section 1**

- (a) Upon conclusion of Step 2 of the Grievance Procedure either party may request arbitration. The party desiring arbitration must notify the other party in writing of such desire within Ten (10) working days of the day the written disposition was received under the last step of the grievance procedure.
- (b) After a receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within Five (5) working days or within a longer period if mutually agreed upon, either party may submit that an arbitrator be selected with assistance and under the rules of the American Arbitration Association.

### **Section 2**

- (a) The parties understand and agree that in making this agreement they have resolved for its term all bargaining issues, which were, or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputed between the parties only over the interpretation or application of the matters, which are not excluded from arbitration.
- (b) Excluded from arbitration are disputes and unresolved grievances concerning the discipline or discharger of strikers who struck in violation of the no strike pledge in the Agreement.
- (c) Excluded from arbitration at the election of the Board but in no manner waived in any other forum, are any monetary claims by the Board against the Union, its officers, or members for breach of the no strike pledge in this Agreement.
- (d) Excluded from arbitration is any matter otherwise subject to arbitration but over which the Union strikes contrary to its no strike pledge in this agreement.

### **Section 3**

- (a) The arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement or any supplementary agreement, or to substitute his/her judgment for that of the parties.
- (b) The arbitrator shall have no power to establish wage scales, rates on new or changed jobs or to change any wage rate unless such power is expressly provided for this Agreement.
- (c) The arbitrator shall have no power to provide Agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute.

- (d) In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

#### **Section 4**

The parties shall share the expenses of the arbitrator and filing fees equally. Each party shall make arrangements for and pay the expenses of witnesses, which are called by them.

#### **Section 5**

- (a) It shall be the obligation of the arbitrator to the Board and to the Union to make his/her best effort to rule on cases heard by him/her within Thirty (30) calendar days after the hearing.
- (b) Priority shall be given to deciding discharge cases and the arbitrator shall make his/her best efforts to decide these cases within Fourteen (14) days of the hearing.

#### **Section 6**

There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, on all bargaining unit employees and on the Board. The Union will discourage any attempt by any bargaining unit employee and will not encourage or cooperate with any bargaining unit employee in any appeal to any court or labor board from a decision of the arbitrator.

#### **Section 7**

The decision of the arbitrator, in any case, shall not require a retroactive wage adjustment in any other case.

### **ARTICLE XXVI** **LEAVE OF ABSENCE**

#### **Section 1 – General Conditions for Leaves of Absence**

- (a) A leave of absence is written authorized absence from work for not more than Thirty (30) calendar days at a time for employees with less than Three (3) years continuous employment; the leave shall be without pay. Only a regular employee who has worked continuously for the employer for Three (3) years or more may be granted a leave of absence for period of time up to one year, which may be extended at the discretion of the Board. A leave shall be granted, denied or extended in the exclusion discretion of the employer upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon his/her application.
- (b) All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work.
- (c) If an employee falsifies a request for a leave of absence, the employee will be terminated from his/her job, without recourse to the grievance procedure.
- (d) Failure to return to work on the exact date scheduled shall be cause for termination at the discretion of the Board, unless the employee furnished evidence to the Board that there is proper justification for extension.
- (e) Employees shall not accept employment elsewhere while on leave of absence unless agreed to by the Board. Acceptance of employment or working for another employer while on a leave of absence without the Board's consent shall result in immediate and complete loss of employment with the Board, without recourse to the grievance procedure.
- (f) No employee shall accumulate seniority during an approved, unpaid leave of absence, except herein specified in this Agreement.
- (g) Upon return of an employee from a leave of absence, he/she shall be employed at work generally similar to that which he/she did last and at the prevailing rate of pay for that job, or where his/her seniority would allow him/her to be placed.

- (h) Any employee on a leave of absence for any reason, including but not limited to illness, who does not return to work at the conclusion of such leave, shall cease to be an employee and his/her seniority shall automatically be terminated.

## **Section 2 – Medical Leaves of Absence**

- (a) If any employee is ill and does not have sufficient sick day credits to cover an absence from normal job functions due to illness, he/she may apply, in writing, for an unpaid leave of absence for up to a Ninety (90) day period renewable for good cause shown by the employee, but not renewable for longer than Eighteen (18) months from the first date of illness.
- (b) Leaves requested due to illness must be accompanied by a medical doctor's certificate that the employee is unable to work and the reason therefore. The district may request a second medical doctor's opinion using a doctor of the districts choice.
- (c) No employee shall return to work prior to the expiration of his/her leave unless otherwise agreed to be the employer and without written medical doctor's statement that the employee is able to return to work. The district may require a second medical doctor's opinion using a doctor to the district's choice. The driver will be paid for all regularly scheduled runs or trips missed while awaiting the second medical opinion, if the opinion finds them able to return to work.
- (d) Employees absent from work due to claimed illness or otherwise shall inform the Board of such absence by telephone One (1) hour prior to their starting time if practical.
- (e) An employee who is to be absent due to claimed illness must indicate the duration of such absence and must report his/her daily status unless specifically excused from reporting. Notice to designated person must be given at the earliest opportunity but no later than One (1) hour before commencement of work unless there are extraordinary circumstances. The hours provision may be shortened by practice in a particular employee group to provide sufficient coverage opportunity.
- (f) Maternity leave shall be treated as any medical illness leave of absence.

## **Section 3 – Educational Leave**

An unpaid leave of absence may be granted subject to the conditions herein set forth in this Article for educational purposes provided that the course of study will be such as to assist the employee in developing additional skills, which can be used in the course of such employee's employment with the Board.

## **Section 4 – Military Leave**

- (a) Any employee on the seniority list inducted into the armed forces of the United States within the meaning of the Selective service Act of 1967, herein called the Act, or a similar federal law in the time of National Emergency who, within the meaning of the Act, satisfactorily completes his/her period of service, shall upon termination of such service and consistent with such Act, be re-employed in the line with his/her seniority, at the then current rate for such work, provided he/she has been honorably discharged or released for medical reasons from such service, is physically able, in the opinion of the Board's Doctor, to perform the work within Ninety (90) calendar days of the date he/she is discharged or otherwise separated from such service in the Armed Forces of the United States; provided further that it is not the intent of the parties hereto to require that the Board provide any right or assume any duties or obligations specifically set forth in applicable federal law.
- (b) Whenever an employee who is a member of a Military Reserve Unit is called to active duty during his/her work year, he/she shall be paid the difference between his/her regular salary and the allowance excluding expenses of mileage and meals of the State of Michigan or other governmental authority for such active service. If such difference be less than he/she would receive for a comparable time worked for the Board of Education. Before such payment shall be made, the employee shall file with the Superintendent or his/her designee a letter from his/her Commanding Officer stating the period of active duty and the allowance by the State of Michigan or other governmental authority for such service.

**ARTICLE XXVII**  
**HOURS OF WORK, WORK SCHEDULE, OVERTIME**

**Section 1 – Work Schedule**

- (a) It is recognized and understood that deviations from the forgoing regular schedules of work may be necessary and may unavoidably result from several causes, such as but not limited to rotation of shifts, vacation, leaves of absence, weekend and holiday duty, absenteeism, employee request, temporarily shortage of personnel and emergencies, provided that the employer agrees to provide. Twenty-four (24) hours advance notice of any schedule shift change except in cases of an emergency situation. No such deviations shall be considered a violation of this contract.
- (b) There will be no regular workday or regular workweek for substitute or temporary employees.
- (c) The statements in this Article shall not be constructed as a guarantee of specific number of hours per week or day.

**Section 2 – Overtime**

- (a) Overtime pay shall not be pyramided, compounded or paid twice for the same hours worked.
- (b) For the purpose of continuing overtime wages, all time worked exceeding Forty (40) hours within one week shall be paid one and one-half the regular hourly rate or the extra activity trip rate if the hours in excess of forty are extra activity trip hours.
- (c) Any such overtime worked shall be authorized by the Superintendent or his/her designee prior to performing any work at the overtime rate.
- (d) For the purpose of computing weekly overtime only, hours worked will include all paid whole or part days, which an employee receives.

**Section 3 – Distribution of Extra Activity Trips**

(everything except skill center, pick-up and take home of students)

Swimming and Bowling will be assigned and paid as extra activity trips.

- (a) It is agreed by the parties that in the event the School Board or its designee has requested of every employee on the extra trip list to drive the extra trip, or late trip, and all the employees have refused, the School Board or its designee shall have the discretion to require the least senior employee within the bus driver classification to drive the extra trip or late trip or select a probationary regular bus driver if there is any, or a substitute bus driver to drive the extra trip or late trip.
- (b) Any regular runs lost by taking an extra activity trip shall be paid at the regular hourly rate of pay.
- (c) All hours worked, refused, or paid in the driving classification shall be charged for regular runs and extra trips. Mechanics hours shall not be charged on the trip board.
- (d) The parties agree to the following procedure: All employees in the bargaining unit shall have their name placed on an extra activity trip list by seniority. Probationary employees are not eligible to participate in bidding extra activity trips until they have concluded their probationary period.

The bidding process for the extra activity trips will begin each school year with the highest seniority driver. The bidding will continue through the seniority list until all drivers have has an opportunity to bid and all trips are chosen. The next bid will begin with the next senior driver in the rotation.

The bidding process will occur bi-monthly on the Friday before the start of the Two (2) week period. The employer will post all known scheduled trips Two (2) days before the bidding Friday. Any trips posted after the bidding Friday will be considered late trips. The next driver in rotation will have first bid. If more than one late trip occurs during the Two (2) week bid, bidding will continue with the next senior driver in rotation.

During the summer break all trips will be offered to the highest seniority bus driver. If refused, the next senior driver will be offered the trip and so forth.

- (e) Cancellations: If the employer cancels an extra activity trip, the driver scheduled will go to the top of the rotating list. If two (2) trips are canceled during the two (2) bid weeks, the most senior top driver cancelled will go to the top of the rotating list and so forth. Drivers will cancel at least twenty-four (24) hours in advance of their scheduled leave time, except in case of an emergency. If a driver cancels the next driver in rotation will be asked. If refused, the process will continue until a driver accepts or all drivers have refused. A driver who refuses a trip that another driver cancels will not lose their place in rotation; a driver who refuses the employer's late posting will lose their rotation. A driver who cancels the second time in a two (2) week bid period will lose their next regular rotation turn.
- (f) All new bus driver employees shall be placed on the extra activity list after having completed their probation, starting with the next two (2) week bid period.
- (g) It is agreed that in the event that all bus-driving employees have refused an extra activity trip (including all probationary and substitute employees) the School Board or it's designee shall have the discretion to require the least senior employee within the bus driver classification, to drive the extra trip.
- (h) Any regular runs lost by taking an extra trip shall be paid at the regular hourly rate of pay.

#### **Section 4 – Reporting Time**

- (a) Employees shall report at their specified starting time of their shift and not leave without permission, except in an emergency situation, until their specified quitting time of their shift. Drivers are expected to arrive in time to allow proper per-trip functions and to leave at their regularly scheduled departure for all regular runs and extra activity trips.
- (b) Employees who must leave the premises at any time for any reason shall inform their supervisor of the reason for leaving their destination and estimated return time. They shall secure their supervisor's permission prior to leaving with the exception of unpaid lunch period.
- (c) For all employees, the work hour shall be broken down into 4-15 minute segments. An employee shall be noted as late for work if he/she does not report ready for work at his/her station at his/her starting time. If the employee reports for work late six (6) minutes or more, he/she will be docked in major segments of  $\frac{1}{4}$  of an hour for each fifteen (15) minutes that the employee is late.
- (d) If an employee is more that thirty (30) minutes tardy without notifying his/her supervisor, his/her supervisor may send him/her home for the balance of that working day, in which event, he/she shall not receive any pay for that day. Continued tardiness may result in the dismissal of the employee. Drivers arriving too late to allow for proper pre-trip functions and to depart at the regularly scheduled time will be considered tardy and may be sent home for the balance of that working day, in which event he/she shall not receive any pay for missed runs. Continued tardiness may result in discipline, up to, and including the dismissal of the employee.

#### **Section 5 – Cancellation, Delay and Reporting Pay**

- (a) In the event that the start of school is delayed, drivers will be compensated only for work performed. If school is cancelled, drivers will be compensated for their regular runs up to a maximum of 3 days each school year. If school is delayed, any kindergarten runs/skill center runs missed by the driver due to the delay will be compensated up to a maximum of 3 times each school year.
- (b) Driver's scheduled to take extra trips are expected to be here at the posted arrival time which is fifteen (15) minutes before the scheduled departure time. If an extra trip is cancelled, and the driver has the opportunity to drive their regularly assigned runs, they will do so and be paid at their regular rate. If an extra trip is cancelled and the driver does not have the opportunity to driver their regularly assigned runs, they will be paid their regular rate for the runs missed.
- (c) In the event a non-school day trip is cancelled less than one (1) hour before the scheduled punch in time, the driver will be paid two (2) hours reporting pay at the extra activity trip rate or at least the equivalent time required to perform the trip.



## **Section 6 – Breakdown Time**

A bus driver required to remain with his/her bus after a breakdown shall be paid at their regular hourly rate for all time the driver required to stay with the bus. The employer is to determine if the bus driver is to remain with the bus.

### **ARTICLE XXVIII**

#### **PAID SICK DAY ACCURAL**

- (a) Each covered employee shall receive credit for twelve (12) days sick leave per year. Employees may accumulate unused sick leave days without limit. Covered employees shall receive sick leave pay for each day they are entitled their current hourly rate times the average daily number of hours worked excluding any extra trip.
- (b) All Full Year employees and School Year employees will receive two (2) personal days per year. In the event the Full Year employee and School Year does not use these days, the days will be paid out at the end of the school year.
- (c) After ten (10) or more years of employment with the employer, if the employee voluntarily quits, retires or has their position eliminated, the employee will be paid one-half (1/2) of the accumulated sick hours they have at the time they terminate times the following hourly rate \$5.50 per hour.

### **ARTICLE XXIX**

#### **BEREAVEMENT LEAVE**

In the event of a death in the employees immediate family which is defined as the employee's spouse, children, mother or father, or equivalent mother-in-law, father-in-law, brother, sister, grandparents, grandchildren or any relative living in the employees home, employee shall be entitled to up to three (3) days bereavement leave with pay (these will not be deducted from sick pay). An employee may use up to two (2) additional of their sick days as bereavement leave in the event of death in their immediate family. Additional sick leave can be used for additional bereavement leave upon approval of the superintendent.

**Full Year Employees** – Each regular full year employee (employee who regularly works forty (40) hours per week year-round) shall elect pursuant to terms of a school district sponsored cafeteria plan, one of the following options.

- (a) District-paid medical, dental and vision insurance coverage, which is equal to that received by custodial employees: or
- (b) \$35.00 per month (from which applicable tax withholdings will be made); or
- (c) District-paid premium in the amount of \$35.00 per month toward the purchase of qualified benefits offered under District-sponsored welfare plans including, but not limited to, long-term disability, short-term disability or group term life insurance. The employee must elect to pay the remainder of the required premium for such qualified benefits by means of compensation reduction pursuant to the terms of the cafeteria plan.

No employee who is already enrolled in comparable medical insurance coverage as a dependent or otherwise may elect option (a) under the school district's cafeteria plan. Election of option (c) shall be available only to the extent that the insurer cooperates with the district in the administration of such an option.

**ARTICLE XXX**  
**INSURANCE**

**School Year employees** – Each School Year employee shall elect pursuant to the terms of a school district sponsored cafeteria plan, one of the following options:

- (a) Medical insurance coverage equal to that received by custodial employees for each employee who regularly works seven (7) or more hours per day, if such employee agrees to pay 25% of the total medical insurance coverage premium by means of a pre-tax compensation reduction agreement. (The school district shall pay 75% of the medical insurance coverage premium); or
- (b) Cash option in the amount of \$35.00 per month (from which applicable withholdings will be made) if the employee averages five (5) or more hours work per day on a regular basis excluding extra runs or, if applicable, cash option in the about of \$30.00 per month (from which applicable withholdings will be made) if the employee averages less than five (5) hours work per day on a regular basis excluding runs: or
- (c) District-paid premiums equal to the cash option amount ins (b) above to be applied toward the purchase of qualified benefits under District-sponsored welfare plans including, but not limited to, long-term disability, short-term disability or group term life insurance. The employee must elect to pay the remainder of the required premium for qualified benefit by means of compensation reduction pursuant to the terms of a cafeteria plan.

No employee who is already enrolled in comparable medical insurance coverage as a dependent or otherwise may elect option (a) under the school district's cafeteria plan. Elections of option (c) shall be available to the extent that the insurer cooperates with the district in the administration of such an option.

**ARTICLE XXXI**  
**HOLIDAY PAY**

- (a) All school year employees will receive the following paid holidays each year:  
Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day, Good Friday, and Memorial Day in 2007-08. For the 2006-07 school year, Christmas Eve will be paid as the additional holiday.
- (b) All school year employees will only celebrate and be paid for the Columbus Day and/or Washington's Birthday holiday if schools are closed and celebrating Columbus Day and/or Washington's Birthday as a holiday. In the event, Montrose Community Schools are closed for Columbus Day or Washington's Birthday and the bus drivers or bus aides driving skill center or handicap runs are required to drive on these days because the skill center or where the handicap are taken is open, these bus drivers will be provided an additional day off with pay for each day worked.
- (c) The head bus driver will receive the following holidays paid for supervisory work done over the summer: 4<sup>th</sup> of July, Day after Thanksgiving, Monday after Easter, and Employees Birthday.
- (d) Any school year employee working beyond July 4<sup>th</sup> will receive holiday pay for the July 4<sup>th</sup> holiday.
- (e) All Full Year employees will receive the following paid holidays each year:  
New Years Day, New Years Eve, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day and Friday preceding, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, Employee's Birthday
- (f) All Full Year employees will only celebrate and be paid for Columbus Day and/or Washington's Birthday, if schools are closed and celebrating Columbus Day and/or Washington's Birthday as a holiday.
- (g) Employees shall receive in holiday pay for each holiday they are entitled their currently hourly rate times the hours the employee would have worked that day, had it not been a holiday excluding there from extra runs.
- (h) To be eligible for holiday pay, an employee must:
  - 1. Have attained seniority on the date the holiday occurs.

2. Completed the employees last regularly scheduled workday prior to and the employees first scheduled workday subsequent to the holiday; unless the employee has prior written approval by the superintendent.
3. In the event a holiday falls on Saturday, it will be observed on the Friday before. In the event a holiday falls on a Sunday, it will be observed on the following Monday.
4. An employee on a paid sick leave will receive pay for holiday and it will not be charged against said employee's sick days.
5. An employee on a paid leave will receive holiday pay providing it occurs during a leave period.

**ARTICLE XXXII**  
**VACATIONS**

(a) The employer shall grant paid vacations to all twelve (12) month employees in accordance with the following schedule:

A twelve (12) month employee must be employed six (6) months before he/she is eligible for vacation with pay.

**SERVICE**

6 months but less than 2 years	1 week vacation
2 years but less than 5 years	2 week vacation
5 years but less than 7 years	2-½ week vacation
7 years but less than 10 years	3 week vacation
10 or more years'	4 week vacation

After completing six (6) months of service, but having less than one (1) year of service, a twelve (12) month employee is entitled to one (1) week of paid vacation. After completing one (1) year of service, but having less than two (2) years of service a twelve (12) month employee is entitled to another one (1) week of paid vacation.

The employee must arrange his/her plans for vacation with the Employer four (4) weeks in advance. Vacation does not accrue until June 30<sup>th</sup> of each year.

- (b) An employee shall be allowed to carry over a maximum of one (1) week of his/her unused vacation to the next following year only provided that a maximum of one (1) week only of the employee's vacation can be taken while school is in session.
- (c) The vacation eligibility of an employee shall be determined as of June 30<sup>th</sup> each calendar year at which time the employee's vacation entitlement for that year accrues and becomes vested.
- (d) Full time twelve (12) month employees shall be entitled to take off of:

One (1) week for a paid vacation of forty (40) hours: Two (2) weeks for a paid vacation of eighty (80) hours: Three (3) weeks for a paid vacation of One Hundred Twenty (120) hours: Four (4) weeks for a paid vacation of One Hundred Sixty (160) hours.

All twelve (12) month employees who average less than eight (8) hours per workday will have their weekly vacation pay determined by dividing the total hours paid by fifty-two (52) weeks per year.

- (e) Time off for vacation purposes shall be compulsory. Time off for vacation purposes shall be mutually agreed between the company and the involved employee. However, first preference for time off for vacation purposes shall be granted to employees based on seniority. Final allotment of vacation periods shall be reserved exclusively to the Board.
- (f) Vacation pay once accumulated at the end of an employee's eligibility year shall not be forfeited. An employee shall be paid when he/she takes his/her vacation. An employee will receive prorated vacation pay in the event the employee retires, passes away, or quits, provided the employee who quits provides the School Board with two weeks notice of his/her intention to quit. The prorated vacation entitlement will be determined to the month preceding the month employee passes away, retires, or quits, providing proper notice.
- (g) The employee's vacation pay shall be computed on the basis of the employee's then prevailing regular straight-time hourly wage rate.

- (h) All vacations shall be scheduled by the Board with consideration for the seniority and desires of the employee concerned, consistent with efficient operations.
- (i) Vacation checks shall be issued at the time the vacation is taken and in the increments taken, that is to say, an employee taking a scheduled one (1) week vacation shall receive a check for one (1) weeks vacation entitlement.
- (j) The Board shall have no obligation to permit an employee to tie a vacation to a leave of absence or other time off.

**ARTICLE XXXIII**  
**PHYSICAL EXAMS**

- (a) If a statement of freedom from communicable tuberculosis is required by law, said statement shall be filed with the employee's personnel file within four (4) days after employment.
- (b) It shall be required that bus drivers be given annual physical examinations by a physician of the District's choice. The Board shall pay the cost of such required physicals.

**ARTICLE XXXIV**  
**JURY DUTY**

- (a) Any employee who is called to and reports for jury duty shall be paid by the Board for each day partially or wholly spent in performing jury duty. If the employee otherwise would have been scheduled to work for the Board and does not work, an amount equal to the difference between the employee's regular straight-time hourly rate, exclusive of shift, and any other premium for the number of hours that he/she otherwise would have been scheduled to work, but in the event greater than eight (8) hours any day and two (2) the daily jury duty fee paid by the court (not including travel allowance or reimbursement or expense). In order to receive payment under this section an employee must give duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.
- (b) During the period when an employee is performing required jury duty service or is required to serve as a witness as a result of being served with a subpoena except in any action initiated by the employee or employee group, the Board will pay the difference if any between his/her fees for jury service or witness service, (not including travel allowance or reimbursement of expense), and the pay he/she would have received had he/she worked his schedule shift during his/her period of jury duty or witness service, provided that the employee gives the Board prompt notice of his/her call for jury service, and thereafter provided evidence of the payment he/she received for it.

**ARTICLE XXXV**  
**RESIGNATION**

All employees shall provide written notice of their effective date of resignation fourteen (14) days prior to the termination of employment. Resignations shall be submitted to their immediate supervisor.

**ARTICLE XXXVI**  
**WAIVER**

- (a) 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 collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

Therefore, the employer and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not

have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

- (b) The waiver of any breach or condition of this Agreement shall be in writing and executed by both parties and shall not constitute a precedent in the future enforcement of the terms and conditions herein.

#### **ARTICLE XXXVII** **SAVINGS**

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court or competent jurisdiction, Michigan Employment Relations Commission (MERC) or other established or to be governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement and the parties may enter into collective bargaining to replace the invalidated provision.

#### **ARTICLE XXXVIII** **COURT OR ADMINISTRATIVE COMPLIANCE**

Should a Court or Administrative tribunal of competent jurisdiction order, or request through its settlement procedures, that the Board take certain affirmative action to achieve compliance with the orders of, or settlements with, such appropriate tribunal, the Board shall be permitted to invoke such changes without regard to the seniority provisions or this Agreement, and without resort to the grievance procedures by the Union or any bargaining unit member.

#### **ARTICLE XXXIX** **GENERAL PROVISIONS**

##### **Section 1- Procedures for extra activity trips**

- (a) A driver who drives an overnight event will receive a stipend of \$100 additional pay along with drive time.
- (b) In the event more than one bus is involved, all drivers will return on one bus.
- (c) Buses should return before expected loading time for the return trip, but not over one (1) hour before.
- (d) If waiting time is such that a return to the garage is called for and the driver wishes to stay and observe the activity, the driver will be paid for both trips.

##### **Section 2 – Arranging regular bus runs**

Regular bus runs are to be arranged by the Bus Supervisor. Consideration will be given to discipline problems on the various routes when assigning routes to each driver. In the absence of any overriding consideration, seniority drivers shall have first consideration when the need to assign a driver to a regular run occurs. There will be a list of seniority drivers kept by the Bus Supervisor for inspection at any time by the drivers.

##### **Section 3 – Discipline on School Buses**

- (a) All school discipline policies are recommended by the school administration and approved by the Board of Education
- (b) A written policy relative to the procedure relating to school bus discipline cases shall be printed and given to the bus drivers before the opening of school in September.
- (c) In the event a bus driver is called in by the Employer to discuss a student problem with the parent and administrator or to meet with a police officer regarding a traffic issue, the bus driver will be paid a maximum of one (1) hour of pay at their current rate of pay.

##### **Section 4 – Personnel Policies**

All policies in the Board of Education Policy Book are incorporated by reference as if they were fully and completely set forth and are a part of this collective bargaining agreement except in cases of conflict in which case the terms of the collective bargaining agreement prevail.

### **Section 5 – Extra Trips**

- (a) A schedule for time to leave the bus lot shall be posted for each trip.
- (b) A time clock shall be used to determine length of the trip.
- (c) Bus is to be swept and ready for the next usage.
- (d) Extra trips, as well as regular runs, require the driver to maintain discipline to conform to all safety standards.
- (e) Regular bus drivers shall be permitted to drive extra trips even though they are scheduled to handle regular runs during the same period of time the extra trip is scheduled.
- (f) All bus drivers required to or requested to take extra trips of one hundred fifty (150) miles round trip may be given a cash allowance of twenty-five (\$25) dollars for fuel.

### **Section 6 – Mechanics Uniforms Allowance**

The Employer agrees to provide the full time mechanics with a maximum of five (5) uniforms per year and the part time mechanics with a maximum of two (2) uniforms per year.

### **Section 7 – Mechanic's Tools**

All new tools purchased by the School Board will be Board owned tools. In the event the mechanic's own tools are worn out through use or break in the course of his/her employment, the School Board will reimburse the mechanic for replacement of his/her tools up to fifty (\$50) dollars per each quarter. The district will provide safety glasses.

### **Section 8 – Mechanic's Use of Own Vehicle**

In the event the mechanic uses his/her own vehicle for pulling out or towing the school districts vehicles or buses after obtaining prior permission from the employer, the school district agrees to pay the mechanic ten (\$10) dollars for each time he/she used his/her vehicle to pull out or tow the school districts buses. Other use of own vehicles would be paid at the current IRS mileage rate.

### **Section 9 – Bus Driver's License**

The Employer agrees to pay the regular bus driver the difference between a regular driver's license and a license and certification required for continued employment as a bus driver with the school district.

### **Section 10 – Cleaning of Buses and Run Sheets**

- (a) Drivers are to be paid four (4) hours in the beginning of the school year to clean and prep the assigned bus at regular hourly rate.
- (b) Drivers assigned to 4 ¼ hours or less are to be paid two (2) hours at regular hourly rate of pay for preparing their run description sheets.
- (c) Drivers assigned to more than 4 ¼ hours are to be paid three (3) hours at regular hourly rate of pay for preparing their run description sheets.

## Section 11 – Head Bus Driver Classification

### Responsibilities:

Assisting the Director of Transportation in dealing with the day-to-day operations of the District Transportation Operations.

### Specific Duties include (but not limited to):

Developing Bus Routes  
Bus Route Bidding  
Time Sheets  
New Bus Driver Training

### Compensation:

Paid two hours per day based on a stipend of \$25.00 per hour in addition to his/her regular rate of pay.

### SCHEDULE A WAGES

The following wage increases will be given: 2006-07 at 2.5%, 2007-08 at 2%, and 2008-09 at 1.5%. (Wage increase retroactive to July 1, 2006) Mechanic to receive 2006-07 at 3%, 2007-08 at 2%, and 2008-09 at 1%.

### Section 1

Drivers	New Hire	1 Yr Exp	2 Yr Exp	3 Yr Exp
July 1, 2006- June 30, 2007	\$14.42	\$14.64	\$15.31	\$15.95
July 1, 2007- June 30, 2008	\$14.71	\$14.93	\$15.62	\$16.27
July 1, 2008- June 30, 2009	\$14.93	\$15.16	\$15.85	\$16.51

Mechanic	New Hire	1 Yr Exp	2 Yr Exp
July 1, 2006- June 30, 2007	\$17.95	\$18.62	\$19.25
July 1, 2007- June 30, 2008	\$18.31	\$18.99	\$19.64
July 1, 2008- June 30, 2009	\$18.49	\$19.18	\$19.84

### Section 2 – Duration at runs

Drivers will be paid until 8:45 a.m. daily. The district will require every driver to wash his or her bus once per week. To receive pay, the driver needs to sign off on the bus-washing log. If a driver does not wash their bus, or the supervisor has not been notified, they are not entitled to the 1 1/4 hour pay per week.

A minimum of One (1) hour shall be allowed per each regular run and this shall include the time necessary to clean and maintain the bus, unless some other length of time allowed for particular runs. If a run consistently runs ten (10) minutes into the next quarter hour segment, and all efforts have been

made to equalize the run, the driver will be paid in extra quarter hour segments. Fifteen (15) minute warm-up time shall be allotted daily to each regular and kindergarten run. This fifteen (15) minutes is to be paid in the a.m.

**Section 3 – Skill center and other regular runs**

Skill center or other regular runs shall have time allotment as determined by the Bus Supervisor in accordance with the time required to safely operate bus over the route.

**Section 4 – All Extra Activity Trips**

Driver will be paid at the following rates:

2006-07	\$11.78
2007-08	\$12.02
2008-09	\$12.20

Extra runs will be paid every two (2) weeks with a Friday cut off date.

**Section 5 – Hotel Accommodations**

In the event the bus driver is required to spend the night at the extra activity, the employer agrees to provide the bus driver with a hotel or motel room at no cost to the bus driver. Bus drivers will be expected to share the hotel or motel room with bus drivers or staff of the same sex. Bus drivers are not expected to share a room with students or staff or bus drivers of the opposite sex.

Bus drivers shall be reimbursed, on a district approved form, at the Board policy rate for overnight stays during an extra activity trip.

**Section 6**

The Board agrees to send employees to all training necessary to upgrade and maintain certification. Scheduling of this training shall be arranged with the school. Employees shall be paid their regular rate of pay for all time spent in training and mandatory meetings.

**SCHEDULE B DUES CHECK OFF FORM**

Form For Dues Check-Off SEIU 517M, SEIU, AFL-CIO

"I hereby authorize and direct my employer to deduct from my wages and to pay over to the Union on notice from the Union, such amount including membership dues and initiation fees as may be established by the Union and become due to it from me during the effective period of this authorization." Initiation fee shall be payable in no more than three monthly installments.

SIGNED \_\_\_\_\_

ADDRESS \_\_\_\_\_

DIVISION \_\_\_\_\_ ZIPCODE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_



**ARTICLE XL**  
**DURATION – AUTOMATIC RENEWAL**

This agreement shall be effective on and after July 1, 2006 on wages, hours and working conditions and shall continue in full force and effect through the 30<sup>th</sup> day of June 2009.

The contract shall continue in full force and effect from year to year thereafter unless written notice is given by one party to the other, not less than sixty (60) nor more than ninety (90) days prior to any expiration date, that a party desires to re-negotiate this agreement.

If either party desires to re-negotiate this agreement they shall give the other party a written notice to that effect no less than sixty (60) days nor more than ninety (90) days prior to the expiration date.

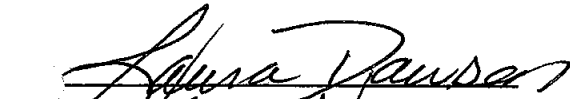
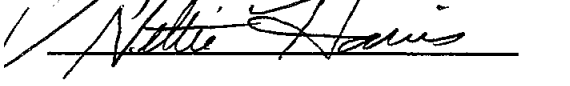
If written notice to re-negotiate is served by either party, the contract will remain in full force and effect during the negotiations until a new agreement is reached or one party notifies the other of ten (10) days advance notice to terminate the contract.

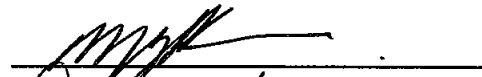
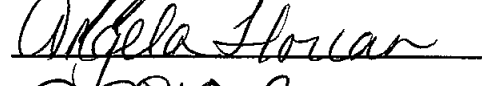
This agreement may be amended and/or renewed by mutual agreement.

WITNESS OUR HAND AND SEALS THIS 16<sup>th</sup> DAY OF November.

SEIU 517M Service Employees  
International Union  
Montrose Division AFL-CIO

Montrose Community Schools  
Genesee & Saginaw Counties  
Michigan by the Board of Education

  
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## **ADDENDUM**

Former subparagraph (a) of Article XI and former Section 8 of Schedule A have been removed from the current collective bargaining agreement because Public Act 112 of 1994 prohibits limitations on subcontracting. If the law is changed in the future to permit such limitations, then former subparagraph (a) and former Section 8 shall be automatically reopened and discussed with the union. The language of former subparagraph (a) and former Section 8 of Schedule A is attached hereto as Exhibit A:

### **Exhibit A**

#### **Subparagraph (a) of Article XI**

The District shall not contract, subcontract, use or assign non-unit employees to displace or reduce the hours of unit employees except in the following cases:

1. The School Board may use substitute drivers as the employer determines it necessary in the event regular drivers are unavailable.
2. The parties agree that it is acceptable on trips encompassing six (6) or fewer students to use transportation other than busses and non-bargaining unit drivers, such as teachers, coaches, parents, administrators and other volunteers as approved by the district. This section will not be used to displace or replace bargaining unit members on regular run such as High School, Elementary, Kindergarten, or Special Education.
3. It is not the intention of the District to reduce employees; however, it should be in the best interest of the District, both parties recognize the Board's right to improve services or reduce costs by working cooperatively with other districts to transport students to programs. (Programs shall be interpreted to mean Special Ed, Vocational Ed, or General Education programs, not extracurricular.)

#### **Schedule A – Section 8**

Field Trips: If a trip extends beyond 250 miles (round trip) it may be subcontracted out at the discretion of the Board. The school administration agrees to meet with the Union Bargaining Committee and discuss potential subcontracted field trips, prior to such trips being taken. Drivers will agree to discuss potential of subcontracting field trips with shorter mileage under the special circumstances (i.e. play-off games). This would have to be a mutual agreement between administration and drivers.