

AGREEMENT

Between

**The School District of the City of
Kalamazoo**

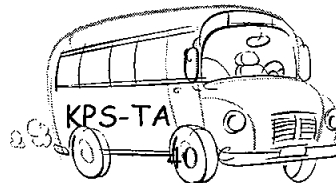
And

**Kalamazoo Public Schools
Transportation Association/
Michigan Education Association**

2006-2007

MEA
Michigan Education Association

Kalamazoo Public Schools
Every child, every opportunity, every time!



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AGREEMENT

between

THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO

and

**KALAMAZOO PUBLIC SCHOOLS
TRANSPORTATION ASSOCIATION,**

MICHIGAN EDUCATION ASSOCIATION

2006-2007

This Agreement entered into this ____ day of _____, 200_, by and between the School District of the City of Kalamazoo, Kalamazoo County, Michigan, hereinafter called the BOARD and the Kalamazoo Public Schools Transportation Association, Michigan Education Association, hereinafter called the UNION.

WITNESSETH

Whereas both parties following a period of negotiations have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1- RECOGNITION

Section 1 – The Board hereby recognizes Michigan Education Association (MEA) as the exclusive representative as defined in Section II of Act 379, Public Acts of 1965, in regards to wages, hours, and other terms and conditions of employment for all bus drivers employed by the Board. The term driver when used hereinafter in this Agreement shall refer to all employees represented by the Union in the bargaining unit as above defined.

Section 2 – The Union, its members and the Board of Education agree to provide equal employment opportunity to all persons without regard to race, creed, color, sex, age, national origin, religion or handicap.

Section 3 – Steward:

- A. The Union assures that it will maintain a minimum of five (5) stewards and shall inform the District of who they are.

In matters involving discipline, the Director or immediate supervisor will arrange for a steward to be present. The employee may refuse Union representation by acknowledging such in writing.

- B. When ten (10) or more summer assignments will be filled during the summer work period, at least one (1) of such position shall be awarded to a Union Steward, who will normally be the Senior Steward, unless none of the designated Union Stewards desires to work during the summer work period. The Steward shall be given only such extra seniority to allow him/her to accept the last available assignment. By June 1 of each year, the Union shall notify the Transportation Director or his designee in writing of who shall be considered the Senior Steward for purposes of this paragraph.

ARTICLE 2 – DRIVERS’ RIGHTS AND DEDUCTION OF DUES

Section 1 – Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every driver employed by the Board shall have the right to freely join the Union for the purpose of collective bargaining in regard to wages, hours, and other terms and conditions of employment. Membership in the Union is not compulsory. Employees have the right to join, maintain or drop their membership in the Union. Neither party shall assert any pressure on or discriminate against an employee in regard to such matters. However, each employee in the unit shall pay his/her own way and assume his/her share of the unit’s financial obligations along with the receiving of economical benefits contained in this Agreement, including dues, initiation fee or service fee.

Section 2 – In accordance with the provisions set forth under Section 1 of this Article, all employees in the bargaining unit shall, as a condition of employment, pay to the collective bargaining representative an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union which shall be limited to an amount of money equal to the Union’s regular and usual dues. Payments for new employees shall begin following successful completion of their probationary period.

Section 3 – During this Agreement, the Board will deduct from the pay of each employee covered by this Agreement who authorizes the Board to do so in writing, the initiation fee and monthly dues or service fee. These amounts to be determined by the Union. The Union will notify the Board of the amount to be deducted and any changes thirty (30) days in advance, provided, however, the Union will not request a change in the deduction amount more than one (1) time per calendar year. The authorization for such deductions shall comply with applicable law and shall be presented to the Board prior to the start of deductions. Deductions shall be made once a month.

Section 4 – The Union will indemnify and hold the Board and its members harmless from all claims, costs and attorneys’ fees arising from any claims by employees relating

to deduction(s) for dues or fees required by this Article. It is clearly understood that the Board assumes no liability by reason of compliance with the provision of this Article and assumes no responsibility for collecting delinquent dues unless the delinquency is the result of the Board's action.

Section 5 – It shall be the responsibility of the Union to present dues deductions and initiation fees deductions authorizations to the School District's Human Resources Department.

ARTICLE 3 – CONTINUITY OF OPERATIONS

Section 1 – The Union agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage, or support any concerted action against the Board by any bus driving employee or any group of bus driving employees.

ARTICLE 4 – BOARD OF EDUCATION RIGHTS

Section 1 – The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement and to the extent authorized by law, all rights to manage and direct the operations and activities of the School District and supervise the bus drivers are vested solely and exclusively in the Board.

Section 2 – The Board's right to reprimand, suspend and discharge employees for just cause and to insure safe operations includes the right to implement and administer reasonable rules, regulations and policies. The Board shall have the right to make rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, security, efficient and/or effective operations. This shall include the right to modify and enforce rules governing regulation and testing for substance use, provided however, such rules shall not be broader in scope than those required or allowed governing other transportation employees subject to U.S. department of Transportation regulations. The Board shall make the Employees and the Union aware of new or modified rules and regulations prior to implementation. All Employees shall be required to adhere to the general policies of the Board and shall observe and obey all rules and regulations of the Board. The rules and regulations shall not limit the Board's right to discipline or discharge Employees under appropriate circumstances whether or not the cause for such action is addressed in said rules. Such discipline may be challenged through the grievance procedure.

Section 3 – Subcontracting: The Board reserves the right to subcontract whenever such subcontracted services will provide more efficient services to the City of Kalamazoo School District.

Section 4 – The Board shall continue its practice of employing casual and on-call drivers to perform fill-in work, provided, however, these employees will not be assigned to routes which would lead to the lay off of seniority drivers and such drivers shall not

hold a bid route which can be filled with a current seniority driver. Such casual and on-call employees are not part of this Agreement.

The District maintains the right to hire regular employees who are used for fill-in work and who are part of the unit and covered by the seniority provision of the agreement.

ARTICLE 5 – SYSTEM FOR PROGRESSIVE DISCIPLINE/ PERFORMANCE IMPROVEMENT

Section 1 – Board Rules and Regulations. Drivers are expected to comply with the rules found in the KPS Department of Transportation Training Manual. The provisions of the Manual shall not be inconsistent with the provisions of the Master Agreement.

Section 2 – Driver Discipline. No driver shall be disciplined, reprimanded, or reduced in compensation without just cause. Any disciplinary action shall be handled in a professional manner and in private. The driver is entitled to, upon request, Union representation at each step. Any disciplinary action may be challenged through the Grievance Procedure found in Article 6 of the Master Agreement between the parties.

Section 3 – System For Progressive Discipline/Performance Improvement. The progressive discipline steps will be followed unless the seriousness of the violation or indication of unprofessional performance, such as illegal, unsafe, gross, or immoral activity, warrants stronger disciplinary action on the first occasion. Multiple unrelated offenses over a short period of time may also justify disciplinary action at a different step. The guiding concern for this process, where applicable, shall be the safety and welfare of KPS students

Step 1 - First Offense or Indication of Unsatisfactory Performance.

The driver will have a conference with Management about the problem in question. If an oral reprimand is issued, the issuing supervisor will make a note to the employee's file as to the date, the infraction, the circumstance, and the parties present at the disciplinary notification. The driver will be provided a copy of this record.

An oral reprimand has an active file life of six (6) months.

Step 2 - Second Offense or Indication of Unsatisfactory Performance.

The driver will have a conference with Management about the problem in question. A written reprimand about the unsatisfactory performance will be placed in the driver's file. Employee and Union Representative will sign the written reprimand document to acknowledge receipt of the notification, not as an admission of an infraction.

A written reprimand has an active file life of nine (9) months.

Step 3 - Third Offense or Indication of Unsatisfactory Performance.

The driver will have a conference with Management about the problem in question. A written reprimand about the unsatisfactory performance will be placed in the driver's file. The driver may also be subject to suspension, with or without pay.

Step 4 - Future Offense or Indication of Unsatisfactory Performance.

The driver is subject to any of the above as well as termination of employment. A list of highly serious offenses which may result in termination follows:

1. Testing positive for drugs or alcohol. Refusing to take any test is equivalent to a positive result.
2. Leaving a student unattended on a bus after completing an assignment.
3. Assault, threat of assault, or verbal abuse of any person in the school community.
4. Submitting false information on pre-trip vehicle inspections, payroll records, collision reports, or other official documents. Failing or refusing to report about vehicle collisions or any personal injury event is equivalent to submitting false information.
5. Theft or destruction of others' property.
6. Conviction of a felony.
7. Disabling, disconnecting, or bypassing any operation system, piece of equipment, or safety feature on a pupil transportation vehicle.
8. Carrying or transporting a weapon of any kind while on duty or on KPS property.
9. Violation of the District's Corporal Punishment Policy.
10. Violation of the District's Harassment Policies.
11. Any act that endangers or threatens imminent danger to students KPS staff, or the general public.

ARTICLE 6 – GRIEVANCE PROCEDURE

Section 1 – Definition of a Grievance: A grievance is defined as an alleged violation or misapplication of any provision of this Agreement.

Section 2 – Procedure:

- A. **Verbal:** Any employee having a grievance must discuss the matter with the Lead Transportation Administrator or immediate supervisor within ten (10) working days after the employee has knowledge or reasonably should have known of the violation or misapplication of the contract. The immediate supervisor shall respond to the verbal grievance within three (3) working days after the date it was discussed. In all cases the employee may have Union representation.

In the event the alleged violation or misapplication stems from an action beyond the Transportation Department level, the grievance may be initiated at Step 2 with the Assistant Superintendent for Human Resources, or his/her designee.

- B. **Written:**

Step 1: If the grievance is not settled under the verbal procedure, the Steward will reduce the grievance to writing on the appropriate form and deliver it to the Lead Transportation Administrator within three (3) working days after the answer was due. Such grievance shall be dated and signed by both the Steward and the employee. It must state the facts upon which the grievance is based, the article violated, and the day it was discussed at the verbal step of this procedure. Policy or class grievances need only be signed by the Steward. The Lead Transportation Administrator shall have five (5) working days to respond to the grievance after the date it was filed. The Administrator shall sign and date the grievance to acknowledge receipt, and will keep a copy and return the original and one copy to the Union Steward.

Step 2: If the grievance is not settled, the Union may, after five (5) working days from the receipt of the Administrator's answer, or the date it was due, deliver to the Executive Director of Human Resources, or his/her designee, a request for a meeting between the parties. Such meeting will be held within seven (7) working days from the date of the request. The Assistant Superintendent for Human Resources, or his/her designee, shall be allowed five (5) working days after the meeting to render a written decision.

Step 3: In the event the grievance is not satisfactorily settled at Step 2, the Union shall have ten (10) days in which to submit the grievance to binding arbitration in accordance with the procedures set forth below or to the Michigan Education Association Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance panel must be submitted to the Board in writing. The decision of the Grievance Panel shall be made within sixty (60) days of the notice to the Board of submission of the Grievance Panel. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have ten (10) days after the Panel's

decision to submit the matter to arbitration in accordance with the procedures set forth below. If the grievance is not so submitted within ten (10) days, it will be considered closed on the basis of the last disposition.

- C. **Arbitration:** If the matter is not resolved under Step 2, the Union may appeal to arbitration by giving written notice of the appeal to the Assistant Superintendent for Human Resources within thirty (30) calendar days after the Step 2 answer was due or received by the Union. All matters to arbitration shall be done under the rules of the American Arbitration Association except as modified herein.

The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement. The arbitrator shall also be without power and authority to make any decision relating to the discipline or discharge of any employee who has not completed his/her probationary period.

Section 3 – Arbitrator’s Decision, Fees:

- A. It shall be the responsibility of the arbitrator to render a decision within thirty (30) days of the closing of the case, if possible.
- B. The charges of the arbitrator for his fees and expenses will be borne equally by the parties. If a fee is charged for the room where the hearing is held, this also will be borne equally by the parties. Each party shall pay the expense of its own witnesses and representatives.
- C. The arbitrator’s decision on an arbitrable matter within the jurisdiction shall be final and binding upon the Board, the Union and the employee(s) involved.
- D. Only one grievance shall be presented to an arbitrator in any one hearing and on any one day, unless the parties agree in writing to combine grievances for the same arbitrator or the grievances involve the same incident and the same issues.

Section 4 – Definition of Working Days: As used in this Article, “working days” shall be Monday through Friday inclusive, excluding any paid holidays provided for in this Agreement.

Section 5 – Settlement of Grievance and Time Limits: Any written grievance not appealed to the next Step in accordance with this Article by the Union shall be deemed resolved on the basis of the Board’s last response, without precedent. Any written grievance not responded to by the Board within the applicable time limit

shall automatically advance to the next Step of the grievance procedure. Time limits may be extended by mutual agreement.

ARTICLE 7 – SENIORITY

Section 1 – Seniority is defined as the driver’s length of employment by the District in this unit since their last date of hire subject to the other provisions of this Article. Seniority shall be utilized solely for those purposes and to the extent specifically authorized by other provisions of this Agreement.

Section 2 – When a new employee is hired, he/she will be a probationary employee for the first ninety (90) days of employment, exclusive of the time between the last scheduled day in June and the first scheduled day in August. A probationary employee will have no seniority rights, but when such rights are acquired, service will date back to the last date of employment. The District may terminate the employment of a probationary employee at any time with or without cause or notice and such action shall not be subject to review in the grievance/arbitration procedures.

In the event that more than one individual has the same first day of work, the relative place of such persons on the seniority list shall be determined by a drawing of lots participated in by all affected bargaining unit members. The notice of the drawing, including date, place and time, will be provided in writing to the Association and all affected members forty-eight (48) hours prior to the drawing. The drawing will be conducted openly and at a time and place that reasonably allows those affected to attend. The President of the Association or his/her designee shall draw for any person unable to be in attendance. All affected bargaining unit members will be notified in writing of the results of the drawing within forty-eight (48) hours of the drawing.

Section 3 – Loss of Seniority: An employee’s seniority will terminate for any of the following reasons:

- A. If he/she quits or retires.
- B. If he/she is discharged for just cause and the discharge is not reversed through the grievance procedure.
- C. An employee who has been laid off fails to report within five (5) working days after being notified to return to work, or after being recalled by registered mail, certified mail or telegram at his/her last address on record as shown on the Board of Director’s books. It is the employee’s duty to notify the Board’s personnel office of any change of address.

- D. If he/she is absent from work for three (3) consecutive working days without properly notifying the Director of Transportation, Transportation Coordinator, Dispatcher, or Scheduler.
- E. If he/she does not return to work on the required date following a leave of absence, unless excused in writing by the Director of Transportation or the Director of Human Resources.
- F. If he/she is laid off or on leave of absence for any reason, other than workers' disability compensation leave, for a period equal to the length of his/her seniority at the time his/her layoff or leave began or one year, whichever is less.

Section 4 – Layoff and Recall:

- A. In reducing the work force because of lack of work, or other legitimate cause, the last employee hired shall be the first employee laid off, and the last employee laid off shall be the first employee rehired within the bargaining unit, providing that the remaining employees are qualified and able to perform the remaining work after a layoff and the eligible employee is qualified and able to do the available work in a recall. If not, seniority will be a secondary factor only as necessary to secure a qualified employee.
- B. In the event of a recall from layoff, an employee so recalled shall be given five (5) working days notice of recall to work, mailed to his/her last known address by certified letter, return receipt requested. In the event the employee fails to make himself/herself available for work at the end of said five (5) working days, he/she shall lose all seniority rights under this Agreement and shall be considered a voluntary quit.

ARTICLE 8 – SCHEDULING

Section 1 – Introduction: The parties recognize that the Board retains the right to establish, alter and amend all transportation routes and schedules and to add runs, routes or special trips as it sees fit to provide for the efficient and complete satisfaction of all transportation needs. The parties further recognize that the drivers have an interest in selecting available assignments in a fair and predictable manner. This article is intended to provide a method to secure fair selection of driving assignments.

Section 2 – Definitions: The following definitions shall be used in composing and assigning driving opportunities:

- “Route”:
An established schedule and combination of runs which begin and end at the transportation yard.
- “Run”:
An established schedule and path which may be either:

- a) Pick-up or return home schedule for students of a particular school;
- b) Shuttle for students between school buildings or other facilities during their school day;
- c) Travel to and from transportation yard or between runs defined above in a) or b).

“Base

Assignment”: An established schedule and combination of routes, normally a morning route and afternoon route, which form the basic work day for each regularly assigned driver.

“Noon

Assignment”: An established route which begins after 10:00 a.m. and prior to 1:00 p.m. and which is not coupled with a morning or afternoon route.

“Summer

Assignment”: An established schedule and combination of routes to be available during the summer school work period.

“Field Trip”: An irregular or one time route which includes but is not limited to approved field trips, athletic events and special events. These trips will be scheduled with the Transportation Department and awarded in accordance with this agreement.

“Emergency Field Trip”: A field trip that was not filled using the original posting or appeared after the original posting and more than four (4) hours prior to the trip.

“Unanticipated Run”: Any request for transportation services which provides less than four (4) hours notice to the Transportation office.

Section 3 – Work Assignment Provisions:

A. Annual Route Assignments.

Drivers shall be assigned the same route which they were assigned the previous school year. If the route no longer exists, the driver shall become a substitute until such time as he/she successfully bids on another route.

B. Shuttle Assignments.

Shuttles will be distributed in seniority order to drivers who have less than eight (8) hours in their route and are able to fit the shuttle in with their base assignment.

C. Bidding:

1. The bidding procedures which follow in this Section are not used to provide fill-in for routes which are open due to the absence of the

driver who normally holds the assignment. These routes will be filled on a daily fill-in basis by assignment in the following order:

- a) regular drivers not scheduled to work during the time needed to cover the available assignment;
- b) substitute drivers;
- c) limited service-employees;
- d) call-in drivers.

D. Bidding In The Event of Redistricting:

1. In the event the Board of Education approves a redistricting plan which has the effect of changing substantially all or a majority of the base assignment routes now in place, the entire route assignment structure will be rebid. In that event the schedule of all base assignments for the regular school period will be published by the Monday before the school year begins. Each driver will be offered the right, in seniority order, to select from the base assignments available at the time of their bid opportunity. That assignment will become the individual's bid assignment.
2. Drivers who do not secure a bid assignment from this process shall, in seniority order, be offered any remaining work assignments i.e., substitute driver, limited service positions, etc.

E. Noon Assignment Bidding:

1. Drivers requesting a noon assignment during the regular school period shall advise the Transportation Office of that request by the Monday before school begins each year. Drivers will be assigned a noon assignment on the first day of the school year.
2. A list of biddable noon assignments will be posted on or before the second Monday in October and will state the date and time that bidding is to occur. The time for bidding shall be at least 48 hours after the notice is posted. Drivers shall bid individually in a private area. A union steward may be present. Thereafter, each driver will be offered the right, in seniority order, to select from the available noon assignments which do not conflict with their base assignments. No driver shall be allowed to bid for a noon assignment which, when combined with their base assignment, will create an overtime work schedule unless no other noon schedule is available which can be performed without overtime.
3. Noon runs that materialize after the October bid meeting shall be posted for bid. The run will be awarded to the most senior bidder who's base assignment does not conflict with this noon assignment

and the noon assignment will not create an overtime work schedule for the bidder.

- F. Any runs which are generated from an after school program shall be bid and awarded to the most senior driver whose base assignment does not conflict with the after school program or put them into a scheduled overtime situation. Drivers assigned an after school program will be paid for actual hours worked.
- G. In the event a new after school program is implemented that requires significant numbers of buses, the parties will meet to revise this section to allow enough drivers to cover the routes.
- H. Only regular non-probationary drivers who are at zero (0) or above in the no-fault attendance policy shall be eligible to bid on noon assignments or after school programs.
- I. **Field Trip Bidding:** Field Trips shall be made available on a rotating basis to all regular, eligible non-probationary drivers, who hold a regular bid work assignment, excluding call-in and limited service drivers. The following steps will be followed to award field trips.
 - 1. All regular non-probationary drivers who are at zero or above in the No-Fault Attendance Policy, effective December 1, 1996, shall be eligible to bid on field trips. (Eligibility is based upon the driver's no-fault status on the day the field trip is bid.)
 - 2. A list of all known field trips will be posted by 8:00 a.m. on the second day prior to the trip, along with a list of the drivers who are eligible to bid on the trips. (Thursday will be the appropriate day for Saturday, Sunday and Monday trips as a single unit.)
 - 3. Each driver bidding on a field trip shall, by 6:00 p.m. on the day of the posting, submit a preference list for the available assignments. Assignment(s) will be made in seniority order with trips being awarded based on the bidders' preference. Drivers will be notified by the end of the day prior to the trip which assignments they have.
 - 4. Field Trips not known prior to the posting deadline or not filled by the above procedure because an eligible driver does not submit a bid will be offered in rotating seniority order from an emergency seniority rotation list.
 - 5. Drivers who choose not to bid on a posted assignment shall be passed on the appropriate rotation list as though they performed the assignment.

J. **Emergency Field Trips.**

1. A daily list of emergency field trips is generated.
2. The emergency field trip seniority list is reviewed in order to determine which drivers are in turn for the trips.
3. The eligible drivers are notified of the available emergency trips.
4. The eligible drivers then sign the emergency field trip list stating their preference(s) for the trips.
5. The trip(s) are awarded in seniority order.
6. Eligible drivers who do not state a preference by signing the emergency field trip list shall be passed on the appropriate rotation list as though they performed the assignment.
7. In the event that trips remain to be filled, three (3) verified radio calls will be made in seniority order to all eligible drivers. Drivers who cannot be reached shall be passed over in the appropriate rotation list as though they performed the assignment. Drivers absent from work on the day of the notification will not be contacted.

For emergency field trips which occur during Winter and Spring Break one (1) documented telephone call will be made to the telephone number of record.

8. When management decides to post a regular field trip or an emergency field trip, the successful bidder shall be guaranteed two (2) hours pay.

K. **Procedure for filling Unanticipated runs:**

Unanticipated runs will be awarded using the "current practice" (2004-05) followed by the Transportation dispatchers. The parties will monitor this practice and use the mutual concerns provision in this contract to address concerns that arise.

L. **In General:**

1. The absolute seniority among drivers shall prevail when drivers with higher and lower seniority are eligible to bid for the same unit of extra assignments.
2. A driver whose name appears at the top of both the regular and emergency lists at the same time must elect the assignment he/she prefers when both assignments come up at the same time.

3. If a driver is ill on the day their name is posted, the dispatcher will make one verified call to that person by phone at home and fill the bid sheet out for them. If the driver cannot be reached, that driver will be passed over on the extra assignment list.
4. During down time (Winter break, Spring break) the rotation list will go back to the top until regular school begins. Then it will resume where it was before the break. This separate list will be used for all assignments which begin after midnight on the last day of work prior to the break. A posting of all known assignments to be available during the break period will be put up at 8:00 a.m. on the second day prior to the first day of the break period.
5. If an awarded trip is canceled before the driver reports for the trip, the driver will be eligible to bid the next available posting in order of seniority.
6. In a situation where the need for multiple field trip drivers at any one school is lowered after trips have been awarded, the driver(s) with the least seniority shall be the drivers recalled.
7. If the driver reports for an awarded trip and it is canceled, the driver will be paid the guaranteed two (2) hours. The driver will be eligible to bid the next available posting in order of seniority.

M. **Summer Assignment Bidding:**

1. List of biddable summer assignments will be posted at least two (2) weeks prior to the end of the regular school period if possible. This list will be posted for forty-eight (48) hours during which time drivers with seniority may bid on these assignments. This posting will include the expected length and duration of each summer assignment.

The most senior employee bidding will have preference and so on, provided that employee has the current qualifications and ability to do all the required work including special requirements to assist special needs riders on the preferred route.

When additional summer assignments become available these assignments shall first be bid on by all summer drivers in seniority order.

2. A list of drivers with seniority who requested but did not receive a bid summer assignment shall be maintained. Open assignments, including any daily substitutions during the summer period will be offered to the drivers on that list in seniority order.

3. Only regular non-probationary drivers who are at zero (0) or above in the no-fault attendance policy shall be eligible to bid on summer assignments.
4. During summer recess, field trips will be offered in seniority order to all summer route bid holders. In the event no driver bids on the extra assignment, an emergency list will be used following the same procedure that applies during the regular school year. Should no driver be available from the emergency list, the extra assignment will be assigned in inverse seniority order among the summer route bid holders. The assigned driver shall be allowed to be replaced by another summer route bid holder if this arrangement is mutually agreeable to the assigned driver and the replacing driver and the district.

N. **Vacancies:**

1. A vacancy is defined as a base assignment or a noon assignment which is not held as a bid assignment by a regular driver.
2. Within five (5) days after the vacancy occurs, the assignment will be posted on the bulletin board. The posting will remain up for two (2) full work days. All non-probationary drivers who are eligible to bid may place their name on the sheet requesting the assignment.

The assignment will be awarded to the most senior driver if all other matters such as ability and qualifications are equal. The successful bidder shall be notified in writing of the selection.

3. The Board reserves the right to hire from the outside providing no driver in the unit bids on a vacancy or there is not a qualified bidder for the job.

- O. The District will provide each driver with an annual status report of his or her point status under the current no-fault attendance policy by May 2 of each year and/or when the driver requests.

ARTICLE 9 – HOURS AND WORK ASSIGNMENTS

Section 1 – The Board shall establish starting time(s) for each employee based on the specific assignment the individual holds or is assigned. Each driver's work day shall begin at the first starting time of each day.

Section 2 – The starting time(s) of each route for each driver will normally include a preparation time prior to the initiation of the route. Each driver so assigned shall be responsible to warm the bus as needed, unplug the bus as needed and perform other safety, security and preparation work as established by the Board. Failure to

appear on time for this work shall be the same as failure to be on time for any other assignment.

Section 3 – The Board has the right to schedule employees to attend in-service training sessions, Monday through Friday during regular work hours. Exceptions are the Eaton Defensive Driving Course and mandated training scheduled by a state, federal, or regulatory agency. Attendance at sessions scheduled at least seven (7) days in advance shall be mandatory, with the following exceptions:

1. If an in-service is to be scheduled during the Winter or Spring break periods, employees must be given at least thirty (30) days advanced notice.
2. If an employee presents a non-refundable travel ticket purchased prior to the 30 day notice he/she shall be exempted from such winter or spring break in-service.
3. In the event that there are two (2) or more Professional Development Days or “Comp Days” scheduled after the first day of school for students and before the last day of school for students that result in days off for the majority of drivers, two (2) professional development days will be scheduled for drivers. When the school calendar is finalized, the Association’s Mutual Concerns Committee will meet with the Executive Supervisor for Transportation to determine the dates of the two (2) professional development days and plan the agenda for the professional development days.

Section 4 – The Board may request that unit employees perform various functions which are not part of the driver’s normal duty assignments for the Transportation Department. Performance of that work, except for making route maps, shall be voluntary. Employees who wish to be considered for such work will be required to meet minimum testing requirements for clerical assignments. Available assignments will be rotated among qualified employees.

Section 5 – The Board and the Union agree that experienced substitute drivers benefit the District, the Union, and the community. Effective with the ratification of this Agreement, the District shall appoint, from volunteer drivers, those whom it deems able of driving any route, at any time, and in a manner that maintains a safe and orderly ride. These substitutes shall retain all rights and privileges, as though they hold a regular bid assignment. These positions shall be consistent with the mutually agreed upon terms and conditions found in Appendix A of this Agreement.

ARTICLE 10 – WAGES

Section 1– Wages:

- A. The following pay schedule shall apply to all drivers when performing driving duty. Anniversary date shall be based on the last date of hire:

Effective July 1, 2006 through June 30, 2007.

Training Rate, In-Service Rate & Probationary Rate (First 90 work days)	\$11.06
1 st Year	11.84
2 nd Year	12.37
3 rd Year	12.88
4 th Year – 5 th Year	13.16
*6 th Year – 7 th Year	13.58
*8 th Year – 9 th Year	13.74
*10 th Year and beyond	14.05

* An annual longevity benefit of \$130 will be paid after five (5) complete years of service to the School District as a driver.

- B. The Board will pay all drivers for all hours spent in assignments described in Article IX, Sections 3 (Training Rate, In-Service Rate & Probationary Rate) and Section 4 (\$8.00). Payment for drivers' washing their buses will be \$9.00 per hour. Payment for bus washing will be limited to one wash per week and one hour per wash. When a driver forfeits regularly scheduled work hours on their base or noon assignment to attend an assigned in-service, they shall be paid their regular rate. Drivers who work as an aide on a bus will be paid at the applicable aide rate for that work.
- C. Drivers will be paid time and one-half (1 ½) for all hours actually worked in a work week in excess of forty (40) hours. The work week will begin and end on Saturday midnight for purposes of this calculation. There will be no pyramiding of hours or overtime for hours receiving premium pursuant to other provisions of this Agreement.
- D. The experienced substitutes referenced in Article 9, Section 5, shall receive a premium of two (\$2.00) dollar per hour, in addition to their rate of pay in Section A above.

Section 2 – Wage Guarantee Provisions:

- A. Regular senior drivers who hold assignments pursuant to their bidding rights established in Article VIII shall be protected by the following guarantees:
1. Each driver who bids for and holds a base assignment or a summer assignment shall be guaranteed four (4) hours of pay for that base assignment.
 2. Each driver who bids for and holds a base assignment or a summer assignment which requires the use of a lift bus shall be guaranteed five and one-half (5 ½) hours of pay for that base assignment.
 3. Each driver who bids for and holds a base assignment and, in addition, a noon assignment shall be guaranteed up to two (2) hours of pay for the noon assignment. This guarantee will be reduced by the amount of time a driver's base assignment exceeds (6) hours. (In effect, no driver will receive compensation in excess of eight (8) hours per day because of the guarantee provided in this paragraph.)
 4. The guarantees offered in this section apply only when the driver performs all of the routes included in the schedule for the day, whether the failure to work all routes results from drivers' inability to perform all assignments or a school schedule which canceled one or more of the routes. In such event, the driver will receive pay for his/her actual hours of work for that day.
 5. The guarantees offered in this section apply only when drivers are available for and able to perform all driving work which the District may assign during the period of the guarantee, whether or not the assignment is part of the regular base or noon assignments requested of them by the District during the time covered by the guarantee provided herein.
- B. Regular senior drivers shall, in addition to those items above, qualify for protection of the following guarantees:
1. The successful bidder on any posted regular or emergency field trip shall be guaranteed two (2) hours of pay for that assignment.
 2. Each driver who accepts an extra assignment or field trip which will be of five (5) or more hours in length, shall be provided an admissions ticket to the event, if applicable, and a meal reimbursement of \$6.25.

The guarantees offered in this Section apply only when the driver performs all of the extra assignment or field trip, whether the failure to work all the assignment results from the driver inability to perform all assignments or a conflict with other assignments which prevents completion of the assignment. In such event, the driver will receive pay for his/her actual hours of work for that day.

The guarantees offered in this Section applies only when drivers are available for and able to perform all driving work which the District may assign during the period of the guarantee, whether or not the assignment is part of the initial extra assignments made pursuant to Article VIII. Drivers shall perform all driving assignments requested of them by the District during time covered by the guarantee provided herein.

Further, employees may not compound, or pyramid guarantees from other portions of the Contract. Employees who perform an assignment within the period of one guarantee may not be paid twice for the same time under any circumstance.

Example 1: Employee has a four hour guarantee ending at 4:00. Employee is free to accept an extra assignment or field trip at 3:30 without the loss of the base guarantee. Employee begins an extra assignment or field trip at 3:30. The extra assignment or field trip is completed at 4:30. The guarantee for the extra assignment or field trip runs from 3:30 to 5:30. The employee will not be paid twice for the time 3:30—4:00. The District may assign work without extra pay to the driver up until 5:30.

Example 2: If the District assigns the above driver to an emergency run while still on the road before 3:30, and the work is completed at 4:30, the driver is paid straight time until 4:30 only (Article VIII, Section 2.)

3. Each driver who accepts an extra assignment or field trip requiring an over night stay shall be guaranteed sixteen (16) hours of pay for the assignment, plus reasonable reimbursement for lodging and meals.
4. Each driver required to attend an in-service training session or any other meeting called by the Board or conducted by the Transportation Department which is not contiguous with scheduled working hours shall be guaranteed one (1) hour of pay for the session.

5. Any driver who is directed to report for work by the Supervisor of Transportation and for whom no work is provided shall be guaranteed two (2) hours of pay for so reporting.
 6. If the Board publicly announces that schools will be closed for the day due to inclement weather or any other act of God, and the District is not required under MCL 388.1701 to make up such day in order to receive aid from the State of Michigan, all employees covered by this Agreement who have completed their probationary time and who were scheduled to report to work on said day will be paid their latest scheduled daily pay based on their hourly rate. The parties acknowledge that this provision has been entered into based on the current state law set forth in MCL 388.1701 regarding make-up of Act of God days and receipt of State aid. In the event such law changes, the parties agree that they will meet and negotiate a new provision regarding such days.
- C. The guarantees provided by sections A and B shall be considered to be hours actually worked for purpose of overtime calculation. Except as provided above, overtime pay will be calculated based on hours of actual work.
 - D. Employees shall be paid time and one-half (1 ½) for all work scheduled and performed on Saturdays, Sundays and holidays (as defined in this Agreement).
 - E. Experienced Substitutes receive guaranteed pay of six (6) hours, per day for base assignments. All other guarantees also apply, where applicable.

Section 3 – Attendance Incentive:

The Board and Union agree that prompt and regular attendance is critical to the Board's ability to perform its mission and necessary to avoid unfair burdens on employees who do perform without attendance problems. The Union will provide assistance in communicating the need for good attendance to all employees.

To provide a premium to those employees who excel in attendance performance, the following benefit is provided:

- A. To be eligible to receive two (2) days pay, an employee must have one (1) year or more of seniority and be at plus two (+2) or above in the No Fault Attendance Policy as of the date the transportation department makes its submission to payroll for the last regular payroll check prior to the winter break period.

- B. To be eligible to receive an additional three (3) days pay, an employee must have one (1) year or more of seniority and be at plus two (+2) or above in the No Fault Attendance Policy as of the date the transportation department makes its submission to payroll for the last regular payroll check prior to the end of the regular school year. The Attendance Incentive is paid, in a regular payroll check, issued after the conclusion of the school year.

Section 4 –Vacation Bonus. Employees will receive vacation bonus of one (1) week’s pay, based on their work hours provided that;

- a). the employee worked 1,260 hours from May 1 to April 30 in the year, and;
- b). the employee has attained four (4) years of seniority by April 30.

An employee eligible for such vacation pay bonus shall receive payment on or before the first pay period in September the following school year provided that the employee has returned to his/her driving duties for the School District and is a regular employee at the time of payment.

Section 5 – Any employee who retires after twenty (20) years of service to the Employer shall be paid for 20% of all accumulated unused sick days at his or her current rate of pay.

Section 6 – The Employer will inform employees of all tax-sheltered programs offered in the district through payroll deductions.

ARTICLE 11 – BENEFITS

Section 1 – Insurance: Upon successful completion of their probationary period, any regularly assigned driver with an A.M. and a P.M. assignment, or a driver working as an Experienced Substitute, shall receive the following insurance benefits for a full 12 month period for each year of this Agreement:

- A. MESSA Super Care I, with Preventive Care Rider, \$50/\$100 deductible, and \$10/\$20 prescription drug card.
 - 1. Board health insurance premium contributions shall be made in accordance with the following for those employed more than 90 days:

Single Coverage	100% of premium
2 Person Coverage	80% of premium
Full Family Coverage	80% of premium

2. An employee may elect not to be covered by the insurance set forth above. Such election must be for one (1) year. The election may be made during the open enrollment period.
 3. Any employee who elects not to be covered by insurance will receive payment equal to fifty (50%) percent of the monthly MESSA Super Care I Single subscriber premium provided in Section B-1. This payment will be paid each month, half of the payment in the first check of the month and half of the payment in the second check of the month. Any driver eligible for this payment that completes the school year will receive payment for July and August in their last check of June.
 4. An open enrollment period shall be provided each September to allow drivers to elect a health plan or waive insurance coverage. The driver's election will remain in force until the next open enrollment period or whenever a "change-in-status", as allowed by the health plan, occurs.
 5. Married couples both working for the District shall, if they elect, have the difference deducted from their check on a monthly basis which is a combination of one electing full family or 2 person coverage, and one electing to opt out of coverage.
 6. For 2005-06, drivers who elected not to be covered by insurance prior to October 1, 2005 will receive the payment owed for this previous time period in the first check of October 2005.
- B. **Dental Insurance:** MESSA Delta Dental Plan for single, two person, or family, covering Class I-A at 50%, Class I-B at 50% and Class II at 50% with a \$1,000 yearly maximum.
- C. **Life Insurance:** Coverage in the amount of \$15,000 for all non-probationary drivers.
- D. **Section 125 Plan:** The Employer shall implement a plan under Section 125 of the Internal Revenue Code covering bargaining unit employees. The plan shall provide for payment of the employee's share of health insurance premiums on a pre-tax basis and contain language complying with IRS regulations allowing for the payment of cash in lieu of health insurance, tax-sheltered annuity contributions, and/or to direct their cost toward the purchase of any other available insurance options to the extent provided by law. The plan shall be drafted and administered by the Employer.
- E. **Vision Insurance Benefit:** VSP I for single, two person, or family.

Section 2 – Holidays: The following days shall be paid holidays: Labor Day, Thanksgiving, and Memorial Day.

Eligibility requirements for said holiday pay shall be as follows:

- A. One (1) year or more of seniority and be at zero (0) or above in the no-fault attendance policy; and
- B. Employees shall have completed their full assignment the last scheduled work day prior to the holiday and commence work at the scheduled time on his/her next scheduled work day after the holiday, unless authorized absence is in effect. Requests for such authorized absence shall not be unreasonably withheld. Unauthorized absence shall result in forfeiture of such holiday pay.

Section 3 – Winter Break Bonus: The Board shall pay all bargaining unit members five (5) days pay at the driver's then current hourly rate for their normal actual hours worked per day for the non-work period prior to New Year's. To be eligible, an employee must have one (1) year or more of seniority and be at zero (0) or above in the no-fault attendance policy as of the date the transportation department makes its submission to payroll for the last regular payroll check prior to the winter break period. Payment will be made in the last regular payroll check prior to the winter break period. (It is understood that withholding taxes will be at the employee's regular rate).

Section 4 – Retirement: The Board agrees to continue during this contract term to pay the current contribution rate to the Michigan Public Schools Employees Fund.

Section 5 – Sick Leave:

- A. All employees who have completed the initial probationary period shall receive sick leave credit at the rate of one (1) day per month. Such credit shall be credited on a monthly basis at a rate of one (1) day per month during the contract year at the beginning of each month during the contract year. Probationary employees shall not receive any sick leave until completion of their initial probationary period.
- B. The parties acknowledge that sick leave is an earned income protection benefit which provides benefits only under the specific conditions covered by the plan. The parties also acknowledge that the qualification for this benefit is unrelated to the treatment of such days under the Districts No-Fault Attendance Policy.
- C. Prompt and adequate notification of absence must be made to a person designated by the Director of his/her absence, by the employee or representative; no later than thirty (30) minutes prior to the start of the

employee's work day but no earlier than 4:30 a.m. during the school year and 5:00 a.m. during the summer. Failure to make proper notification will result in loss of sick pay qualification.

- D. The Administration may, in its discretion, require a medical report from a licensed physician certifying to the necessity for the employee's absence due to illness or injury and, from time to time, require such certification as to the necessity for the continuation of such absence. A "licensed physician" as used in the Section means any physician or surgeon (MD), osteopath (DO), chiropractor (DC), doctor of dental surgery (DDS), chiropodist, podiatrist and psychologist who is lawfully licensed to practice his/her profession.

- E. Sick leave pay and other sick leave provisions of this Section shall not be allowed for absences due to illness or injury caused as a result of willful intent to injure oneself or another person, in the commission of any crime or as a consequence of working for an employer other than the Board, or any other work for wage or profit. Attempted suicide shall not be considered a crime, for purposes of this Section provided that such attempt is certified by a licensed psychologist or psychiatrist as having been caused by mental illness.

- F.
 - 1. Sick leave may be taken for illness in the immediate family; however, it shall be subtracted from the earned number of unused sick leave days.

 - 2. Likewise, sick leave, in addition to Bereavement Leave, may be used for death in the immediate family. Absence because of a death in the immediate family shall be limited to five (5) days and shall be subtracted from the earned unused sick leave days.

 - 3. If an employee has no earned unused sick leave days and is absent from his/her assigned duty, said employee will not be reimbursed for such an absence or absences.

 - 4. The immediate family is defined as father, mother, sister, brother, husband, wife, son, daughter, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parent and grandchild.

 - 5. A day shall be defined as an employee's bid and scheduled daily assignment(s).

- G.
 - 1. Accumulation of unused sick leave shall be unlimited.

 - 2. All employees who have one or more years employment driving bus since their last day of hire and who are employed and on duty

through the last student day of the school year shall be allowed to convert three (3) days of sick leave credit into a lump sum payment. If an employee has less than three (3) sick leave days accrued, his/her lump sum payment shall be prorated accordingly.

3. All employees who have one (1) or more years employment of bus driving since their last day of hire and who are employed and on duty through the last day of the school year shall be allowed to convert up to two (2) days of the prior school year's sick leave credits to additional personal business days to be added to their allocation in the next school year. To be eligible the employee must have taken at least two (2) fewer sick days than they earned in the same year.

Section 6 – Absenteeism. Driver absenteeism will be monitored in accordance with the No-Fault Program which is found in Appendix B of this Agreement.

Section 7 – Bereavement. A total of three (3) days of paid absence will be allowed upon the death of a driver's spouse, parent, children, stepparent, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law or sibling to enable the member to make arrangements for and attend the funeral when travel, distance or other circumstances warrant.

Section 8 – Personal Days:

- A. A personal day during each contract year shall be provided for employees having more than one (1) year of employment since their last date of hire. Employees may accumulate up to a maximum of two (2) personal days in any one (1) year. In addition, an employee may begin the school year with an additional two (2) personal days because of conversion provided by Section 5(G)(3) above.
- B. Said leave shall be used at the discretion of the employee, subject to review by Management. Leave requests will, in general, be granted, but are contingent on maintaining acceptable staffing levels to support operations.
- C. Requests for personal leave shall be made in writing to the Supervisor of Transportation five (5) days in advance of the anticipated absence except in cases of emergency.
- D. Except in emergency situations, no personal leave shall be granted:
 - during the last two (2) weeks of any school year;
 - on the day before or after a holiday or break; or,
 - on opening day of Michigan firearms deer hunting season.

ARTICLE 12 – SEPARABILITY AND SAVINGS CLAUSE

Section 1 – 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 within collective bargaining and that the understanding arrived after the exercise of that right is set forth in this Agreement. The expressed provisions of this contract for its duration, therefore, constitutes the complete and total contract between the Board and the Union with respect to rates of pay, wages, hours of work and other conditions of employment.

Section 2 – If any provision of this Agreement is in conflict with any existing or future State or Federal laws or regulation or is declared legally inapplicable and unenforceable by a Court of competent jurisdiction, such provision shall become inoperative, but the validity of the remainder of this Agreement shall not be impaired and shall remain in full force and effect.

Section 3 – In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement of the provision held invalid.

ARTICLE 13 – JURY DUTY AND COURT APPEARANCES

Section 1 - An employee who is required to and reports for jury duty shall be paid their regular pay for each day of jury duty, provided he/she turns over to the Director or Board the jury duty pay received by him/her.

Section 2 – Drivers receiving a subpoena or any other type of notice to testify in court regarding an incident witnessed by them while driving their bus will be compensated at their regular rate of pay for the time they are in court.

ARTICLE 14 – WORKERS' COMPENSATION

The Board shall provide workers' compensation protection for all bus drivers as required by law.

ARTICLE 15 – LIMITED SERVICE AND CALL IN EMPLOYEES

The District may employ individuals who may only be available for assignments only during some hours of the day. These individuals will not have any seniority rights under the agreement, will not be subject to any work assignment or minimum hour guarantees in this Agreement and shall not qualify for any benefit provided in this Agreement. Said employees may only be utilized as fill-in for absent employees or to perform extra assignments when no regular employee is available, qualified and interested in the assignment. Those employees, if scheduled, will only be assigned to an A.M. or P.M. component of the base assignment.

The District may also employ individuals who are called in to work when needed. Said employees may only be utilized as fill-in for absent employees or to perform extra assignments when no regular employee is available, qualified and interested in the assignment. These individuals will not have any seniority rights under the agreement, will not be subject to any work assignment or minimum hour guarantees in this Agreement and shall not qualify for any benefit provided in this Agreement.

An employee hired as a limited service driver will have the right to move into any open regular route which is unfilled by a regular or substitute driver, after the regular bid procedure by claiming that assignment.

ARTICLE 16 – GENERAL AND MISCELLANEOUS PROVISIONS

Section 1 – Each driver, as a condition of continued employment, must be able to provide the Board with a valid certificate of course completion from the Michigan Department of Education, Section 305A, Act 300 P.A. 1949, as amended. As a condition for continued employment, each employee must submit proof that he/she is certified as required by law without obligation to the School District for payment for such certification.

The District will schedule each driver to attend State certification sessions when available from the Public Transportation Department of KRESA. Attendance at these sessions is not covered by Article X, Section 2(B)(4) of this Agreement.

Section 2 – Any driver whose driver's license has been suspended or receives driver violation points in excess of six (6) points shall be suspended from his/her assigned duties with the School District.

The Board will pay for renewal of licenses required to operate school vehicle to transport children, upon the driver's proof of written evidence of payment.

If a suspended driver becomes eligible to return to work within ninety (90) calendar days of such a suspension, said driver may return with seniority credit for all driving service up to, but not including, the suspension. Any ineligibility of more than ninety (90) calendar days may, at the Director's discretion, result in discharge. Any driver convicted of OUIL or drives on a suspended, expired or revoked license after the effective date of this Agreement shall be subject to discipline, up to and including discharge.

Any on-the-job police contact will be immediately reported to dispatch and a written report filed upon returning to the Transportation Department. Any police contact while driving any vehicle that results in receiving a traffic ticket must be reported to the Transportation Department on the next work day.

Section 3 – The Union recognizes the right of the Board to require physical examinations as prescribed by the Board and to be on file in the Board's personnel files. The

Board shall select physicians for the purpose of administering physical examinations. The Board shall pay for all required tests, such as TB, as dictated by the Board and the State Board of Education.

Section 4 – Mechanics will drive buses in emergency situations only.

Section 5 – The Board shall make a rest room and lavatory facilities available and one room appropriately furnished shall be reserved for use as a driver lounge.

Section 6 – Telephone facilities shall be made available for drivers for local calls and for reasonable use.

Section 7 – It is agreed that reasonable standards of safety shall be maintained as they relate to the working conditions of the employees covered by this Agreement.

Section 8 – The Parties agree to meet no less often than one (1) time per month (excluding July, August and winter break) to discuss mutual concerns not directly related to contract negotiations or pending grievances. A meeting will be held in a given month only if one of the Parties submits to the other at least three business days before the date set for the meeting a written agenda listing specific issues for discussion. The Parties acknowledge that this committee will include representatives of the Association and Employer but that no matter which may require a change in the Agreement may be approved by the committee without the approval of the unit.

Section 9 – Cellular Telephones. A driver may have a cellular telephone in his/her possession at any time. No driver may use a cellular telephone while driving a school bus or in the presence of KPS students.

Section 10 – Discipline Issues. The Board recognizes that drivers need the support and assistance of school staff relating to student discipline issues in order to maintain a safe and secure bus. Drivers will promptly report student discipline issues that they believe are not being resolved at the school level. The driver will notify the lead transportation administrator. A meeting will be scheduled with the driver, other drivers for the building (if appropriate), transportation department staff and school staff to resolve the issues.

ARTICLE 17 – DURATION OF AGREEMENT

Section 1 – This Agreement supersedes and cancels all previous agreements verbal and written or based on alleged past practices, between the School District and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Section 2 – This Agreement shall become effective on execution, and will remain in effect until midnight, June 30, 2007, and will automatically be renewed for successive periods of one (1) year unless either party gives written notice on the other party at least sixty (60) days prior to the expiration date of its intention to amend or terminate this Agreement.

**Kalamazoo Public Schools
Transportation Association / MEA**

Kalamazoo Public Schools

By: _____

By: _____

Dated: _____, 200_

Dated: _____, 200_

EXPERIENCED SUBSTITUTES

The Parties agree that the following will prevail with respect to "Experienced Substitutes":

A. Assignment.

1. Experienced Substitute (ES) drivers may continue to hold their bid routes, both noon and regular routes. ES's are not required to hold a bid route.
2. A newly licensed trainee will be assigned to operate the ES's route. The ES will ride with the trainee as a mentor.
3. If there are no trainees requiring a mentor, and no absences on other routes, an ES may be asked to ride as a monitor or aide on a route that needs additional help managing student behavior. The ES may be assigned other typical ES related work as needed by management (administrator or super-tech).
4. The ES will return to their own bid route upon completion of the assignment.
5. If an ES has not driven his or her route for a month, he/she should not be held responsible for route changes, written directions, emergency evacuations etc.
6. An ES will not permanently replace a regular bid driver.
7. In no way will an ES evaluate and/or report on the performance of another driver.
8. An ES shall maintain the right to bid on and accept field trips.
9. ES volunteers will commit to the assignment for the duration of the school year, August through June, but may withdraw for personal reasons.

B. Selection. Qualifications necessary for selection are:

1. Two (2) years seniority.
2. Effective January 1, 2005, newly selected ES's must be able to drive all busses in the fleet.

3. An ES shall have, in the past demonstrated good communication, judgment, problem solving, and administrative skills in difficult situations. This means excellence in managing students, keeping their route on time, keeping route copies up to date and sharing information with principals, parents, and other transportation staff.
4. Shall be at zero or above on the No Fault Attendance Policy.
5. Effective January 1, 2005, newly selected ES's must be able to drive all busses in the fleet.

Experienced Substitute positions shall be filled from the eligible volunteers, meeting the above criteria.

C. Forfeiture of position.

An ES shall maintain a zero or above status on the No Fault Attendance Policy. Failure to maintain this status shall result in forfeiture of the ES position.

**No-Fault Attendance Program
for
Kalamazoo Public Schools Transportation Department**

I. ABSENTEEISM (FULL DAY)

- A. Basic Policy.** The District will maintain records as to the number of absences accumulated by each employee. An employee will be charged with one (1) absence occurrence for each absence period of one (1) to three (3) consecutive scheduled work days. Absence periods of more than three (3) days or separated by days when work is not scheduled shall be counted as separate absence occurrences. Tardiness of more than (1) hour or a period of leaving work causing absence in excess of two (2) hours shall count as a full day absence. (See Section II A).

Notwithstanding the foregoing, an employee whose period of absence exceeds the period limit outlined above will only be charged with one (1) absence occurrence if he/she submits a valid doctor's excuse stating he/she was unable to work for the entire period of the absence because of the specified illness or injury. To be valid, the doctor's slip must indicate that the employee was actually examined, evaluated and treated by the doctor during the absence period, and state the diagnosis and basis for the excuse from work. The slip must be presented to the Transportation Department no later than the first day upon returning to work.

- B. Exceptions.** Absences for any one of the following reasons shall not be considered an absence:
1. Industrial injury certified as requiring time off by the District physician or District's statement that work is not available within the restrictions given by the District physician.
 2. Personal days.
 3. Jury duty or witness leave.
 4. Military duty.
 5. Official Union business, with prior written notification to the District.
 6. Injury or illness requiring hospital confinement of the employee or following outpatient hospital surgery or medical procedure. A valid doctor's excuse stating that he/she was unable to return to work due to outpatient surgery, a medical procedure or was confined to the hospital must be provided to the Transportation Department no later than the first day upon returning to work.
 7. Death in the immediate family for which bereavement pay applied.

8. Major winter storms when at least fifty percent (50%) of the employees on the shift are unable to report to work.
9. Once each semester a driver may use one sick leave day without being charged an absence occurrence. If the absence exceeds one day an occurrence will be charged. This provision is not applicable for an absence on a Monday, Friday, or the day before or after a holiday or break.
10. Court appearances as described in Article 13, Section 2.

Any employee who is absent for any one of these reasons, and desires that the absence not be considered as an absence occurrence, must advise the Transportation Department in writing of the reasons for the absence, as soon as possible, but in case later than the first day upon returning to work following such absence. The District retains the right to require proof. If the employee does not advise the District that he/she was absent for one of these eight reasons within that time, his/her absence will be recorded as an absence occurrence.

C. Procedure. The following action shall be taken when an employee's absences reach the following pre-selected points:

1. When an employee accumulates one (1) absence occurrence and/or reaches minus one (-1), he/she shall be given a written "Caution".
2. When an employee accumulates two (2) absence occurrences and/or reaches minus two (-2), he/she shall be given a written "Warning".
3. When an employee accumulates four (4) absence occurrences, and/or reaches minus (-4), he/she shall be given one (1) day disciplinary lay-off.
4. When an employee accumulates five (5) absence occurrences and/or reaches minus five (-5), he/she shall be given a "Final Warning" and be given a three (3) day disciplinary lay-off.
5. When an employee accumulates six (6) absence occurrences and/or reaches minus six (-6), he/she shall be discharged.

II. PARTIAL DAY ABSENCE; TARDINESS AND LEAVING WORK

A. Basic Policy. The District will maintain separate records as to the number of instances of tardiness and the number of instances of leaving work by each employee.

1. "**Tardiness**" is defined as arriving late for the scheduled work day up to one (1) hour after the employee's assigned report time. If an employee is tardy for any reason, he/she will be charged with one (1) tardy occurrence. Tardiness in excess of one (1) hour shall be counted as a full day absence. (All drivers who were charged with a tardy for arriving late

at a scheduled stop will made whole for any discipline associated with being late to a stop)

2. **“Leaving Work”** is defined as leaving work any time within the work day which results in a loss of up to two (2) hours of assigned work. If an employee leaves work for any reason, he/she will be charged with one (1) leave work occurrence. Leaving work causing a loss in excess of two (2) hours shall be counted as a full day absence.

B. Exceptions.

1. Industrial injury as certified by the District physician as requiring time off, or the District’s statement that work is not available within the restrictions given by the District doctor.
2. Jury duty or witness leave.
3. Military duty.
4. Official Union business, with prior written notification to the District.

C. Tardiness Procedure. The following action shall be taken when an employee’s tardiness occurrences reach the following pre-selected points:

1. When an employee accumulates two (2) occurrences of tardiness and/or reaches minus two (-2), he/she shall be given a written “Caution”.
2. When an employee accumulates three (3) occurrences of tardiness and/or reaches minus three (-3), he/she shall be given a written “Warning”.
3. When an employee accumulates four (4) occurrences of tardiness and/or reaches minus four (-4), he/she shall be given a one (1) day disciplinary lay-off.
4. When an employee accumulates five (5) occurrences of tardiness and/or reaches minus five (-5), he/she shall be given a “Final Warning” and a one (1) day disciplinary lay-off.
5. When an employee accumulates six (6) occurrences of tardiness and/or reaches minus six (-6), he/she shall be discharged.

D. Leave Work Procedure. The following action shall be taken when an employee’s Partial Day Absences occurrences reach the following pre-selected points:

1. When an employee accumulates two (2) occurrences of leaves early and/or reaches minus two (-2), he/she shall be given a one (1) day disciplinary lay-off.
2. When an employee accumulates three (3) occurrences of leaves early and/or reaches minus three (-3), he/she shall be discharged.

III. EARNED CREDITS

An employee may improve his/her attendance record through perfect attendance. For each calendar month attendance period during which an employee is scheduled to and expected to work at least fifteen (15) days during said month and the employee has perfect attendance in all categories, that employee will be given plus one (+1) in each category. That credit will be applied as of the first day of the month following the month in which it was earned to the employee's absence record.

Notwithstanding the above, when an employee has perfect attendance in all categories during the combined months of August and June, that employee will be given plus one (+1) in each category. That credit will be applied as of the first day of the month following the month in which it was earned to the employee's absence record.

The employee will be allowed to accumulate positive credits to a maximum of plus five (+5) at any one time for full day, plus five (+5) for tardiness, and plus one (+1) for leave early.

IV. GENERAL RULES AND PROCEDURES

1. This rule operates independent of the benefit provisions of the parties' agreement concerning approval of absences or pay for absences as sick or other time. Qualification for pay or approval under such provisions does not affect the assignment of the absence occurrence under this policy.
2. Any employee who must see a physician or dentist during working hours will not be charged with a Partial Day or Absence Occurrence, provided the employee notifies the Transportation Department one (1) week before the scheduled appointment, in writing, and it is established by the Transportation Department that it was impossible for the employee to get an appointment during non-working hours. Such notification must include the name and telephone number of the physician or dentist.
3. If an employee leaves early one day because of illness or non-industrial injury and then continues his/her absence the following day(s), continuously, the employee will be charged with occurrence(s) only under the Full Day absenteeism plan. In this application, the day of the Leave Early shall count as a day of absence under the Full Day policy.

4. Missing daily overtime previously agreed to, or any extra assignments bid for or accepted, will be charged as a "Leave Early" or "Full Day Absence," based upon the hours missed, unless permission has been granted in advance by the District to miss the assignment.
5. Each employee will have the opportunity once each calendar year to declare one (1) day of absence as an emergency which will be excluded from computation under the program, i.e. does not count as an absence and it does not prohibit the earning of a credit for perfect attendance.

Claiming an emergency must be done no later than the first day upon returning to work after the emergency.

If an employee has any additional emergency absences during the calendar year, they will be charged under the Absenteeism Program. The preceding rule will also apply to one (1) tardiness and one (1) leave work emergencies per calendar year.

Emergencies may not be taken the day before or the day after holidays or school vacations unless there is, in the opinion of the Transportation Department, a proven, clear need for the emergency.

6. Nothing contained within this program shall relieve an employee from making proper application for leaves in cases where that is required, and does not preclude the District from taking appropriate action against employees who ignore their responsibilities under this portion of the agreement.
7. The definitions of partial day and full day absences are used only to govern the assessment of points under this system. An employee may be denied work for the remainder of a day even if he/she arrives within the "partial day" period if no work is available. For example, if a fill-in driver is assigned a route before the regular driver arrives, one (1) hour after expected, the regular driver would receive a partial day absence but may not be provided work for the remainder of the day.

V. CALL IN

The Attendance Control Policy does not relieve an employee from the requirement to inform the District of his/her absence.

Employees are responsible for notifying the District prior to the beginning of their work shift. When notifying the District, the employee should indicate the following information: name, expected return date, and name of person calling if other than the employee.

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