

**COLLECTIVE BARGAINING  
AGREEMENT**

**UTICA COMMUNITY SCHOOLS  
and  
TRANSPORTATION CHAPTER - LOCAL 1664**

**JULY 1, 2008 - JUNE 30, 2011**

## **NONDISCRIMINATION**

In compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act of 1990, the Elliot-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act, it is the policy of Utica Community Schools that no person shall, on the basis of race, color, religion, national origin or ancestry, sex, age, disability, height, weight, or marital status be excluded from participation in, be denied the benefits of, or be subjected to discrimination during any instructional opportunities, programs, services, job placement assistance, employment or in policies governing student conduct and attendance. Any person suspecting a discriminatory practice should contact the Executive Director of Human Resources at Utica Community Schools, 11303 Greendale, Sterling Heights, MI 48312 or call (586) 797-1000.

## TABLE OF CONTENTS

ARTICLE NUMBER	DESCRIPTION	PAGE
1	Preamble.....	1
2	The Board of Education .....	1
3	Recognition .....	2
4	Aid To Other Unions.....	2
5	Check-Off.....	2
6	Agency Shop .....	3
7	Indemnification Clause.....	3
8	Stewards and Union Representation.....	4
9	Special Conferences .....	4
10	Supplemental Agreements.....	5
11	Grievances.....	6
12	Grievance Procedure .....	6
13	Discharge, Suspension and Reprimands.....	8
14	Seniority .....	9
15	Seniority List .....	10
16	Loss of Seniority .....	10
17	Seniority of Union Officers.....	11
18	Lay-Off.....	11
19	Recall .....	12
20	Assignment.....	12
21	Bus Driver Group Vacancies.....	13
22	Skilled Trade Mechanic Group Promotion.....	14
23	Skilled Trade Mechanic Group Working Hours.....	15
24	Job Description and Rules .....	16
25	Veterans .....	16
26	Leaves of Absence .....	17
27	Skilled Trade Mechanic Group Vacation Allowance .....	19
28	Holidays .....	20
29	Funeral Leave.....	21
30	Jury Duty.....	21
31	Workers' Compensation.....	22
32	Compulsory Retirement at Age 70 .....	23
33	Union Convention Attendance .....	23
34	Bulletin Boards, Building Use and Mail.....	23
35	Overtime.....	24
36	Sick Leave.....	25
37	Uniforms .....	27
38	Continuing Education.....	28
39	Skilled Trade Mechanic Certification Program .....	29
40	Benefit Provisions .....	32
41	Wage Rates.....	36
42	Miscellaneous.....	38
43	Rules and Regulations .....	39
44	Assignment of School Buses to Drivers .....	40
45	Strike and Lock Out .....	40
46	Returning to Bargaining Unit .....	41
47	Ratification.....	41
48	Amendments and Termination .....	41
	Signature Page.....	42



## DESIGNATION OF PARTIES

On this 26th day of August, 2008 at Sterling Heights, Michigan, the Utica Community School District, located at Sterling Heights, Michigan, hereinafter designated as the "Board", and the Transportation Chapter of Local 1664 and Council 25, affiliate of American Federation of State, County, and Municipal Employees, hereinafter designated as the "Union", agree as follows:

### ARTICLE 1

#### PREAMBLE

- 1.1 It is the general purpose of this Agreement to promote the interests of the School District, and to provide for its operation under methods which will further economy, efficiency, protection of property and the avoidance of interruptions to the instructional program. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

### ARTICLE 2

#### THE BOARD OF EDUCATION

- 2.1 The Board under Michigan Law has final responsibility for the direction and control of all aspects of the affairs of the School District. The Board cannot lawfully avoid, delegate or surrender any portion of this responsibility and nothing in this Agreement shall be construed to negate this principle.

### **ARTICLE 3**

#### **RECOGNITION**

- 3.1** The Board recognizes the Transportation Chapter of Local 1664 of Michigan Council 25 affiliate of A.F.S.C.M.E. as the sole and exclusive bargaining representative for school bus drivers, head skilled trade mechanic, skilled trade mechanic leader, skilled trade mechanics, and mechanic helper except that the following groups shall not be deemed to be included in or covered by the terms of this Agreement; Superintendent, Assistant Superintendents, Directors, Assistant Directors, Administrative Assistants, all Support Personnel/ UAW, certificated employees, cafeteria employees, para-professional employees, all laborers, all substitute employees, all temporary employees, all custodial employees, all maintenance employees, all grounds employees, all warehouse employees, all probationary employees, all seasonal employees, and all other employees who are excluded under the law. Reference to male employees shall include female employees.

### **ARTICLE 4**

#### **AID TO OTHER UNIONS**

- 4.1** The Board will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the union.

### **ARTICLE 5**

#### **CHECK-OFF**

- 5.1** The Board agrees to deduct initiation fees, union dues and service fees from the pay of those employees who individually request in writing, that such deductions be made. Beginning with the first pay in October these deductions will be made from the first pay period each month. The amounts shall be certified to the employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to Council 25 within ten (10) working days. The Board further agrees to submit the names of newly hired employees of this bargaining unit to the Union within five (5) days of the date of hire.
- 5.2** Employees shall tender the initiation fee and monthly dues of service fees by signing the proper authorization for check-off form.

- 5.3 Authorized political action contributions (P.E.O.P.L.E.) will be deducted only in accordance with applicable law. Such deductions shall begin only after all appropriate paperwork has been filed with the District.
- 5.4 The Union shall hold the District harmless regarding any monies deducted and remitted to the union pursuant to this provision.

## **ARTICLE 6**

### **AGENCY SHOP**

- 6.1 Membership in the Union shall be open to all employees regardless of race, creed, age, sex, marital status, handicap or national origin.
- 6.2 Employees who are not members of the Union shall, as a condition of employment, pay to the Union a service charge equal to the Union dues, initiation fee and assessments.
- 6.3 Present employees, newly hired, transferred, or rehired employees shall conform to this provision within thirty (30) days or at the end of their probationary period, whichever is later.
- 6.4 Employees shall be deemed to be members of the bargaining unit in good standing within the meaning of this Article, if they are not more than sixty (60) days in arrears in payment of dues, service charge, initiation fee and assessments.
- 6.5 It shall be the responsibility of the Union to notify the Assistant Superintendent for Human Resources, in writing, within thirty (30) days when a member of the bargaining unit is in violation of this provision.
- 6.6 Employees who become in arrears in their payments by sixty (60) days or more shall be eligible for reinstatement if, prior to termination, the penalty prescribed by the Union is paid.

## **ARTICLE 7**

### **INDEMNIFICATION CLAUSE**

- 7.1 In consideration of the Board's agreement as set forth in Article 5 and Article 6 of this Agreement, the Union agrees that it will indemnify and save the Board harmless against any and all suits, claims, judgments, fees, expenses, or other liabilities incurred by the Board by reason of its honoring check-off authorizations as set forth in Article 5 of this Agreement, such indemnity to include but not be limited to payment in full of any judgments, costs and interest awarded against the

Board, and payment in full of all reasonable attorney fees, costs and expenses incurred by the Board in any litigation before any tribunal arising out of the Board's action in honoring check-off authorization forms.

## ARTICLE 8

### STEWARD AND UNION REPRESENTATION

- 8.1** It is agreed between the parties that the steward structure and areas represented as submitted by the Union to the Board for 2008, 09, 10, 11 will be the structure recognized by the parties for the term of this Agreement, subject to implementation of paragraph 8.4 of this Article.
- 8.2** The group classifications are as follows:
- 8.2.1** School Bus Drivers
  - 8.2.2** Skilled Trade Mechanics
- 8.3** It is mutually recognized that the principle of proportional steward representation which reflects that increase and decrease in the work force is a sound and sensible basis for determining proper representation.
- 8.4** Any additional representation shall be subject to mutual agreement of the parties.
- 8.5** The Union will provide the Board with the names of the stewards and officers upon election or appointment.

## ARTICLE 9

### SPECIAL CONFERENCES

- 9.1** Special conferences may be held between the representatives of the Board and the Union upon request of either party. However, there shall be no denial of at least one (1) special conference per month. The time for the special conferences shall be as follows: (including necessary travel time)
- 9.1.1** Skilled Trade Mechanic Group 2:00 p.m. to 4:00 p.m.
  - 9.1.2** School Bus Driver Group 9:30 a.m. to 11:00 a.m.
  - 9.1.3** Each party is limited to five (5) representatives for special conferences.



- 9.1.4 Employees on the time clock at the time of the special conference shall be paid for the time in attendance. Employees will not be allowed to punch-in on the time clock for the purpose of attending the special conference.
- 9.2 Meetings may be extended by mutual agreement.
- 9.3 The purpose of the meetings will be to review the administration of the Agreement and to resolve any problems that may arise.
- 9.4 These meetings are not intended to by-pass the grievance procedure.
- 9.5 It is intended that these meetings will produce a high level of mutual understanding and that problems will be resolved on an equitable basis.
- 9.6 Should a mutually acceptable amendment of the Agreement result, such amendment is subject to ratification by the Board and the Union.
- 9.7 These meetings may be attended by five (5) representatives from the Chapter and a representative of the Council and/or a representative of the International Union with prior notification of two (2) working days to the Assistant Superintendent for Human Resources or his/her designee.
- 9.8 All items to be considered as agenda items must be submitted to the other party in writing three (3) working days prior to the special conference. If an agreement is reached between the parties on an agenda item, it will be reduced to writing and a copy submitted to the Union within three (3) working days.
- 9.9 **SPECIAL NOTE:** Due to the unique work schedule of the bus driver group, representatives from the group will receive their regular hourly compensation for half the time of their special conferences.
- 9.9.1 All meeting time shall be computed at straight time for the purpose of paragraph 9.9.

## ARTICLE 10

### SUPPLEMENTAL AGREEMENTS

- 10.1 All proposed supplemental agreements shall be subject to Good Faith negotiation between the Board and the Union. They shall be approved or rejected within a period of ten days following the conclusions of negotiations. The Board and the Union agree that neither they nor their agents shall attempt to initiate any exceptions to this Agreement without reentering negotiations. If exceptions, additions or deletions are agreed upon they will be subject to ratification by the Board and the Union.

## ARTICLE 11

### GRIEVANCES

- 11.1 DEFINITION** -- Any claim by the Union employee, that there has been a violation, misinterpretation, or misapplication of the specific and expressed terms of this Agreement or established rules shall be resolved through the procedure set forth herein.
- 11.2 GRIEVANCE COMMITTEE** -- The Board agrees to recognize a Grievance Committee, which shall be composed of the Chapter Chairperson, a Chief Steward and the Steward from the group classification in which the grievance originated. The party involved in the grievance may be present at their option.
- 11.3 RETROACTIVE SETTLEMENTS** -- Settlement of grievance occurrences due to unawareness shall not be retroactive to any date prior to the date of filing.
- 11.4 TIME LIMITS** -- The time limits specified for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual agreement of the parties in writing. In the event that the Union fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer. In the event that the Board shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the Board's grace period for answering.
- 11.5** A steward may be allowed a maximum of 1/2 hour at the beginning or end of their shift to investigate grievances upon notification and approval of the immediate supervisor. If, in the opinion of the union representative, the immediate supervisor unreasonably refuses to grant such time, their refusal shall be a proper subject for a Special Conference.

## ARTICLE 12

### GRIEVANCE PROCEDURE

- 12.1** If an employee or the Union, has a grievance, it shall be presented to the Board as follows:
- 12.2 STEP 1:**
- 12.2.1** Any employee who believes he/she has a grievance may present such grievance, on an informal basis, to their immediate supervisor. One (1)

steward may be present at this informal meeting if requested by the employee.

**12.2.2** Each grievance shall be initiated within ten (10) working days of the occurrence of the cause for complaint, or if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, then within ten (10) working days after the aggrieved or the union becomes aware of the cause for the complaint.

**12.2.3** The immediate supervisor shall meet with the steward and/or the employee within three working days from receipt of notice of the alleged grievance. If the matter is not resolved on the informal basis, the matter shall be reduced to writing by the grievant or steward stating the articles and paragraphs of this Agreement or rules that have allegedly been violated, a statement of the facts, the position of the employee and the restitution required from the Board by the Union. This written grievance shall be submitted to their immediate supervisor within two (2) working days of the informal meeting. The immediate supervisor shall, within two (2) working days of receipt of the written grievance, submit their disposition of the matter to the steward in writing.

**12.3 STEP 2:**

**12.3.1** If the alleged grievance is not solved to the satisfaction of the employee and the Union, the chief steward may submit the written grievance to the appropriate transportation director within three (3) working days. The appropriate transportation director shall meet with the steward and chief steward and the grievant, at their option, within three (3) working days from receipt of the written grievance, to try and resolve the grievance. The appropriate transportation director shall within three (3) working days after the meeting submit their disposition of the matter in writing to the chief steward.

**12.4 STEP 3:**

**12.4.1** If the answer is not satisfactory to the employee and the Union, the grievance may be submitted in writing by the Chapter Chairperson of the Union to the Assistant Superintendent for Human Resources within five (5) working days. The Assistant Superintendent for Human Resources shall meet within five (5) working days with the Chapter Chairperson and the balance of the Grievance committee, and the grievant, at an option. The Assistant Superintendent for Human Resources shall submit their written answer to the grievance to the Chairperson within five (5) working days after the meeting. This meeting may be attended by a Council and/or International Representative. The Union representatives may meet on the Board's property at a place mutually agreed upon between the Union and the Board for at least one-half (1/2) hour immediately preceding the grievance meeting.

## 12.5 STEP 4:

- 12.5.1 If the grievance is still not settled the Union may, within thirty (30) calendar days after receipt of the written reply of the Assistant Superintendent for Human Resources, request arbitration by written notice to the Board. The arbitrator will be selected through the American Arbitrator Association. The petition must be filed with the American Arbitration Association within ninety (90) calendar days after receipt of the written reply from the Assistant Superintendent for Human Resources. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue a decision within thirty (30) calendar days after the conclusion of the testimony and argument.
- 12.5.2 The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Agreement.
- 12.5.3 Arbitration shall be conducted under the auspices of the American Arbitration Association and the conduct of said hearing shall be controlled by its rules. The fees of the American Arbitration Association and the fees and expenses of the arbitrator will be paid one-half by the Board and one-half by the Union, and all other expenses shall be borne by the party incurring them.

## ARTICLE 13

### DISCHARGE, SUSPENSION AND REPRIMANDS

- 13.1 The parties recognize the authority of the Employer to reprimand; both orally and in writing, suspend, discharge or take other appropriate disciplinary or corrective action against an employee for just cause.

Discipline, when invoked, will be progressive in nature. When an employee is given a suspension, days off will be consecutive. For just cause, the Board or their Representative may reprimand, suspend, demote or discharge an employee appropriate to the seriousness of an individual incident or situation.

- 13.2 When an employee is given a suspension, disciplinary discharge, written reprimand and/or warning which is to be affixed to his/her personnel record in any file, the Union and the employee shall be promptly notified in writing of the action taken.
- 13.3 No adverse material originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has been provided copies of the material and any complaint has been validated by the Employer. Complaints against the bargaining unit member shall be put in writing

with names of the complainants. The Bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When adverse material is placed in a bargaining unit member's file, the affected bargaining unit member shall be provided a copy of said material and may sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. An employee shall have the right to recommend the removal of material contained in his/her personnel file that is over three (3) years old.

## ARTICLE 14

### SENIORITY

- 14.1** Seniority shall be applied within a job classification and on a bargaining unit basis.
- 14.2** Job classification shall be as follows:
- 14.2.1** School Bus Drivers
  - 14.2.2** Head Skilled Trade Mechanic
  - 14.2.3** Skilled Trade Mechanic Night Leader
  - 14.2.4** Skilled Trade Mechanics
  - 14.2.5** Mechanic Helper
- 14.3** Bargaining unit seniority shall be determined for each employee as of his/her anniversary date of last hire into the bargaining unit, with regard to applicable fringe benefits (i.e., retirement, vacations, sick leave, etc.)
- 14.4** Job classification seniority shall be determined for each employee effective his/her first day assigned to the job classification upon successful completion of their trial and/or probationary period.
- 14.5** An employee who has moved from one job classification and moves back to his/her former job classification shall maintain their full bargaining unit seniority from date of last permanent hire in the Utica School District.
- 14.6** **PROBATIONARY EMPLOYEES** -- There shall be no seniority for probationary employees. New employees hired under this Agreement shall be considered as probationary employees for the first forty-five (45) working days of their employment. When an employee completes the probationary period, he/she shall rank for seniority from the original date of employment (first day worked). Additional probation up to forty-five (45) days may be granted. If more than one (1) employee is hired on the same day, their seniority will be determined by alphabetical order of their surname on date of hire.

- 14.7 The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, as set forth in this Agreement, except that the Board will have the right of discharge or disciplinary action other than for Union activity involving a probationary employee without a grievance filed or processed.
- 14.8 Probationary employees will not receive any fringe benefits during their probationary period, except appropriate holiday pay. However, they will accumulate sick days during such period, but may not utilize them until the completion of their probationary period.

**ARTICLE 15**

**SENIORITY LIST**

- 15.1 The seniority list will be posted for each group classification at least annually and will show all employees of the job classifications, their names and seniority rank.
- 15.2 Seniority shall not be affected by the race, sex, marital status, color, religious creed, age, ancestry, handicap or dependents of the employee.
- 15.3 If from the date of posting of the seniority list, the list is not challenged by either party within seven (7) actual working days, it will be deemed accepted as accurate.

**ARTICLE 16**

**LOSS OF SENIORITY**

- 16.1 An employee shall lose their seniority for the following reasons:
  - 16.1.1 They quit or retire.
  - 16.1.2 They are discharged and discharge is not reversed through the grievance procedure.
  - 16.1.3 They fail to return to work within ten working days after the issuance by the Board of notice of recall by registered or certified mail to the last known address of such employee as shown by the Board's records.
  - 16.1.4 They are absent from work five (5) consecutive working days without advising the Board or giving satisfactory reasons to the Board for such absence.
  - 16.1.5 They overstay a leave of absence, unless there are extenuating circumstances.

**16.1.6** They give false reason for a leave of absence or engage in other employment during such leave.

**16.1.7** They falsify their pre-employment application either by design or omission. This provision shall exist for one year of continuous employment from date of hire.

## **ARTICLE 17**

### **SENIORITY OF UNION OFFICERS**

**17.1** Notwithstanding their position on the seniority list, the Chapter Chairperson and Chief Steward and one Steward from each group classification shall, in the event of a layoff, be continued at work as long as there is a job in their classification which they can perform, and shall be recalled to work in the event of a layoff to the first open job in their classification which they can perform.

## **ARTICLE 18**

### **LAY-OFF**

**18.1** The word "lay-off" means a reduction in the working force due to a decrease of work or of operating funds.

**18.2** In the event of a layoff, the order of layoff shall be first, temporary employees; next, probationary employees, next transferees who are still on probation in the job classification to be reduced; next, other employees within the job classification in accordance with their seniority.

**18.3** The Board will promptly notify the Union, in writing, of any layoffs. The Board will provide bus drivers with one and one-half (1 ½) days notice prior to any layoff. Skilled trade mechanic employees will be provided with fourteen (14) calendar days notice prior to any layoff.

**18.4** Any seniority employees removed shall be able to exercise seniority rights to bump:

**18.4.1** Into a job classification they had satisfactorily held previously.

**18.4.2** If they have not held a lower job classification within a group classification, they shall have the right to bump into the lowest job classification within the group classification.

18.4.3 An employee who has bumping rights as set forth above, shall have the right either to exercise the bump or to accept the layoff until recalled.

18.4.4 The least senior employees who remain unplaced after the reduction in the required job classifications and bumping is completed shall be laid-off.

18.5 The above layoff procedure does not apply to the normal reduction of work force during the time school is not in session.

18.6 Ten month employees may choose to work during the summer if work is available in their job classification on a seniority basis.

## ARTICLE 19

### RECALL

19.1 Laid-off employees shall be recalled in the inverse order of the layoff, the most senior employees shall be recalled to the first opening in the job classification from which the employee was laid-off or, if they had bumped down from their original position in the reduction of work force before being laid off, to such former position. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the Board and shall require that the employee report for work within ten (10) days after delivery or proof of non-delivery. If an employee fails to report for recall, they shall be considered a quit, unless there are extenuating circumstances.

## ARTICLE 20

### ASSIGNMENT

20.1 School Bus Drivers Route Selection:

20.1.1 Bus drivers will be given route preference according to seniority. Special trips shall be assigned on a rotating basis.

20.1.2 Once a driver has made their route choice they cannot change it unless there is a posted Vacancy.

20.1.3 Bus drivers who select a route assignment that provides for fewer guaranteed hours than their seniority allows, do so as a voluntary reduction of hours.



**20.1.4** In the event of a route adjustment, resulting in a split after Route Selection, the original driver will be given the choice of which portion of the split they would prefer to keep.

**20.1.5** The number of Relief Drivers designated by management has a direct relationship to the mission of the Transportation Department. It is agreed that the number of Relief Drivers is a proper agenda item for Special Conferences, Article 9 of the current Collective Bargaining Agreement.

**20.2** Skilled Trades Mechanics Group:

**20.2.1** Skilled Trades Mechanics will be assigned work in accordance with the needs of the Board.

**20.2.2** Assignment of skilled trades mechanic personnel to equipment shall be in accordance with the needs of the Board.

**20.2.3** When an employee in the skilled trades mechanic group is assigned to a higher job classification they will be paid the rate of the higher job classification provided they perform in the higher job classification more than one day consecutively in the position. When this occurs the employee will be paid the higher rate for all time assigned to the higher job classification. When an employee works in a lower classification they shall suffer no loss of pay.

**20.2.4** Mechanics shall be responsible for touch up painting of vehicles, bumpers, wheels, and brackets.

## **ARTICLE 21**

### **BUS DRIVER GROUP VACANCIES**

**21.1** In the event of a bus driver vacancy, the route involved in the vacancy and the routes involved in the subsequent vacancy(s) will be posted according to the following procedure:

**21.1.1** Original vacancy

- 21.1.1.1** Vacant for five (5) working days.
- 21.1.1.2** Posted on the sixth (6<sup>th</sup>) working day.
- 21.1.1.3** Posted for two (2) working days.
- 21.1.1.4** Filled within two (2) working days.

**21.1.2** Subsequent vacancies

- 21.1.2.1** Posted next working day.

- 21.1.2.2 Posted for two (2) working days.
- 21.1.2.3 Filled within two (2) working days.

- 21.2 The posting will designate, "permanent" or "temporary" and Paid and Punch Times by supervision.
- 21.3 Upon the return of the driver from leave, the employee will be reassigned to the position he/she held prior to the leave.
- 21.4 An employee who is assigned a temporary route through this procedure will not be eligible to bid on posted vacancy.
- 21.5 The posted vacancy shall be assigned to the top seniority driver signing the posting.
- 21.6 Article 21 will be based on guaranteed time per past practice. Guaranteed times will be evaluated on a semester basis for the purpose of adjustment. The method of evaluation to be implemented will be disclosed to the chapter chairperson and/or chief steward at least five (5) working days prior to the implementation.
- 21.7 Drivers selecting a route by the process shall remain assigned to that route for fifteen (15) working days with the exception that they may bump up for a route with more guaranteed time and/or Paid Time, whichever is greater.

## **ARTICLE 22**

### **SKILLED TRADE MECHANIC GROUP PROMOTION**

- 22.1 **DEFINITION OF PROMOTION:** Promotion is an upward change in job classification which results in additional compensation for additional responsibilities.
- 22.2 Promotions within the bargaining unit shall be made on the basis of experience, competency, qualifications, attendance, and seniority. When experience, competency, qualifications, and attendance are relatively equal, the applicant with greater seniority shall be given preference. The Board shall have the right to determine qualifications for the positions. The Union may have the right to the grievance procedure if the qualifications are not in accordance with the responsibilities of the position.
  - 22.2.1 A mechanic helper who has passed the district's certification program as specified in 22.2.2 shall have their seniority as a mechanic helper considered when applying for the position of skilled trade mechanic.
  - 22.2.2 The mechanic helper must satisfactorily pass the following tests of the ASE (or State equivalent) Tests:

- a. Engine repair-gas or diesel, T-1 or T-2 truck.
- b. Drive Train - test T-3.
- c. Brakes - test T-4.
- d. Suspension and steering - test T-5.
- e. Electrical Systems - test T-6.

- 22.3 Vacancies will be posted for a period of five (5) working days in a conspicuous place listing the qualifications required for the position. Vacancies will be filled within ten (10) working days from the closing of the bid. The Chapter Chairperson will receive a notice of all applicants and a notice of the employee receiving the position.
- 22.4 Employees interested in the vacancy shall state their interest in writing within the five (5) working day posting period.
- 22.5 The employee receiving the promotion shall receive a forty-five (45) working day trial period in the new job classification. During the trial period, the employee shall receive the rate of pay of the job he/she are performing.
- 22.6 The promoted employee shall have the right during the trial period to revert back to his/her former job classification. The Board shall have the right to revert the employee back to their former job classification if in their opinion the employee's performance is unsatisfactory. In such cases, written notice of the unsatisfactory performance will be given to the employee, with a copy to the Union.
- 22.7 If an employee accepts a probational opening through this procedure and then reverts back to his/her former job classification at his/her request, he/she will forfeit their right to bid on the same promotional opening for a period of one (1) calendar year.
- 22.8 Employees on vacation, sick leave or leave of absence, shall have the responsibility of notifying supervision of their interest in promotional opportunity. Those employees so notifying supervision shall receive notice of vacancies by post card.

## ARTICLE 23

### SKILLED TRADE MECHANIC GROUP WORKING HOURS

- 23.1 The normal work schedule shall be Monday through Friday. The normal work week for computation of overtime is Monday, 4:00 a.m. to Monday, 4:00 a.m.
- 23.2 The regular full working day shall, for the first, second and third shifts, consist of eight (8) hours per day, with a minimum of one-half (1/2) hour off for uninterrupted lunch, not included in the eight (8) hour work period. Every shift

shall have a definite starting and quitting time. Employees shall be eligible for a fifteen (15) minute rest period in the first and second half of their shift.

**23.3** For the purpose of determining shift premium the following will apply:

**23.3.1** First shift is any shift that regularly starts on or after 4:00 a.m., but before 9:00 a.m.

**23.3.2** Second shift is any shift that regularly starts on or after 9:00 a.m., but before 7:00 p.m.

**23.3.3** Third shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m.

**23.4** Posting of shifts shall be made at the beginning of each school year (September). The skilled trade mechanic job classification shall have the right to choose work shifts by seniority. For bidding on shifts, only employees will be allowed to use chapter seniority inclusive of head skilled trade mechanic and shift leader seniority at the beginning of the school year and for vacancy postings during the school year. Changes in shifts shall not take effect without five (5) calendar days prior notice.

**23.5** There shall be two (2) skilled trade mechanics or a skilled trade mechanic and a mechanic helper assigned to a given work location during an assigned shift.

## **ARTICLE 24**

### **JOB DESCRIPTION AND RULES**

**24.1** The job descriptions for the positions noted in the wage rate section of page 32 are included in Appendix A of this Agreement.

**24.2** Present rules also continue in effect.

## **ARTICLE 25**

### **VETERANS**

**25.1** Reinstatement and re-employment rights of veteran employees shall be governed by applicable Federal and State laws.

**25.2** Employees who are reinstated in accordance with the "Universal Military Training Act" as amended, and other applicable laws and regulations, shall be granted leaves of absence without compensation, but with continuance of

seniority for a period not to exceed their seniority, at commencement of leave, in order to attend school full time under applicable Federal laws then in effect.

## ARTICLE 26

### LEAVES OF ABSENCE

**26.1** Leaves of absence for reasonable periods, not to exceed one (1) year, (except for item 26.4.2, where leave shall be granted not to exceed two (2) years) shall be granted without loss of seniority upon written request for:

**26.2 SENIORITY ACCUMULATIVE AND INSURANCE BENEFITS CONTINUING**

**26.2.1 Disability Leave:** Upon exhaustion of paid sick days the employee will be notified to apply for a leave of absence if they are not able to return to work. All accumulated sick days shall be used prior to an employee being placed on leave of absence for disability. An employee on disability leave shall return to duty promptly upon the cessation of their disability. Prior to return to duty, management may require that the employee present a doctor's certificate stipulating the employee can assume their assigned duties. If management requests a second medical opinion, the cost of such will be covered by the Board of Education.

**26.2.2 Consent Leave:** All leaves other than those provided for in the above sections may be granted when possible and shall be for a definite period with a specific termination date. Employees being granted such leaves shall be required to report for duty upon the termination thereof. Denial of consent leaves shall not be a matter for the grievance procedure. Consent leaves are leaves for not less than five (5) days, but not more than forty (40) days. Consent leaves are limited to three (3) leaves concurrently. Date of application shall prevail in cases of more than three employees requesting such leave. Approval of consent leaves shall not be rescinded later than two (2) working days prior to the date the leave is to commence.

**26.3 SENIORITY ACCUMULATIVE AND INSURANCE BENEFITS NOT CONTINUING --**

**26.3.1 Prolonged illness in immediate family:** Spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, and a relative living and making their home in the employee's "immediate family".

**26.3.2 Child Care Leave:** Any employee shall be granted a leave of absence to care for a new born child that is a member of the employee's immediate household.

**26.3.3** An employee on disability leave of absence due to a Board of Education recognized on the job injury shall be eligible for a three (3) month extension to the maximum length permitted under 26.1.

**26.3.4** Employees who meet the criteria are entitled to the provisions of the Family Medical Leave Act. Such FMLA leaves will run concurrently with other leaves provided by the Collective Bargaining Agreement.

**26.4 FIXED SENIORITY AND INSURANCE BENEFITS NOT CONTINUING --**

**26.4.1** Service in governmental; agency, state or nationally recognized professional, labor, social or fraternal organization which the employee has been formally designated to represent.

**26.4.2** Serving in an appointed or elected position with the Council or International Union.

**26.5 CAREER CHANGE LEAVE OF ABSENCE --**

A transportation employee may request a Career Change leave of absence. The conditions governing this leave are as follows:

**26.5.1** Minimum of five (5) years seniority.

**26.5.2** Request must be submitted in writing.

**26.5.3** The employee shall have their seniority fixed and benefits suspended.

**26.5.4** Career Change Leaves are not permitted for the purpose of changing bargaining units within the Utica District.

**26.5.5** Career Change Leaves are not permitted for the purpose of working for another agency and/or employer in classifications (positions) represented by this bargaining unit.

**26.5.6** Career Change Leaves shall be granted for a period of not less than six (6) months or more than one (1) year, or the end of the fiscal year whichever is first.

**26.5.7** The granting or denial of the Career Change Leave shall not be a matter for the grievance procedure.

**26.6** Up to ten (10) days annually of unpaid leave will be granted to local Chapter officers, one at a time, for the purpose of carrying on union business out of the district. Exceptions to the above can be requested through the Assistant Superintendent for Human Resources whose decision is final and not grievable.

- 26.7 The Board of Education and the Union agree that a bargaining member may be moved to a temporary Supervisory position, which will have the following restrictions: the bargaining member's seniority is frozen for the duration of the temporary position; the temporary position shall not exceed one (1) year. At the conclusion of one (1) year, the Board shall have the right to promote the bargaining member or return the bargaining member to their unit with seniority and benefits restored.

## ARTICLE 27

### SKILLED TRADE MECHANIC GROUP VACATION ALLOWANCE

- 27.1 An employee shall be eligible to receive an accrued vacation benefit after attaining seniority employment as a full time, permanent, twelve (12) month classified employee.
- 27.2 An employee shall earn credits toward vacation with pay in accordance with the following schedule based on the employee's anniversary date of hire and the end of the fiscal period - June 30th.
- 27.2.1 5/6th of day per month
- The first five (5) completed anniversary years of an employee, for vacation purposes, shall be calculated at the rate of 5/6th of a day per month worked, up to a maximum of ten (10) days per fiscal year.
- 27.2.2 1-1/4th days per month
- From the completed fifth anniversary year of work to the completed tenth anniversary year, vacation shall be calculated at a rate of 1-1/4th days per month worked, up to a maximum of fifteen (15) days per fiscal year.
- 27.2.3 1-2/3rd days per month
- From the completed tenth anniversary year, vacations shall be calculated at a rate of 1-2/3rds days per month worked, up to a maximum of twenty (20) days per fiscal year.
- 27.2.4 2-1/12th days per month
- From the completed eighteenth anniversary year, vacations shall be calculated at a rate of 2-1/12th days per month worked, up to a maximum of twenty-five (25) days per fiscal year.
- 27.3 In calculating vacation earned, credit will be given if an employee works at least the majority of the scheduled working days in that month. In addition, vacation

shall be calculated to the nearest whole day, with .5 or more being considered a whole day and anything less than .5 being dropped.

- 27.4** It is desirable that vacations be taken during summer vacation or when school is not in session, such as Thanksgiving, Christmas or Easter. However, vacations, or portions of vacation, should be completed one week prior to opening of school in the fall. This provision does not preclude opportunity for the Transportation Director to consider unique vacation requests or vacation requests at other times of the year as long as in their judgment, respective operational assignments are adequately covered.
- 27.5** Vacations shall be taken in a period of consecutive days except vacations may be split into one or more weeks providing no scheduling shall in the judgment of the Transportation Director, detrimentally affect operations assignments
- 27.6** When a holiday is observed by the employer during an employee's scheduled vacation, the vacation shall be extended one day per holiday.
- 27.7** A vacation may not be waived by an employee and extra pay received, provided however, if an employee becomes hospitalized or totally disabled and under the care of a duly licensed physician during their vacation, their vacation shall be rescheduled. In the event such disability continues throughout the year, they shall be awarded payment in lieu of vacation.
- 27.8** Choice of vacation time shall be governed by classification seniority. It is understood that generally, an employee may not use more than two (2) weeks at a time.
- 27.9** If an employee is laid off, retires, or terminates employment the employee shall receive any unused vacation credit including that accrued in the current calendar year. Employees shall be paid their current wage while on vacation and will receive credit for any regular insurance benefits provided for in this Agreement during such time.

## **ARTICLE 28**

### **HOLIDAYS**

- 28.1** Transportation employees whose regular work schedule includes the following days, and who are on duty the complete work day immediately prior to and the complete work day immediately after the holiday, shall receive a holiday with pay at the employee's current regular wage for such days: New Year's Day, Martin Luther King Day, Good Friday, Easter Monday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, one full day immediately preceding Christmas, Christmas Day, day after Christmas, and one (1) full day preceding New Year's Day.



2008-2009

July 4, 2008 – 4<sup>th</sup> of July (Independence Day)  
September 1, 2008 – Labor Day  
November 27 & 28, 2008 – Thanksgiving  
December 24, 25 & 26, 2008 – Christmas  
December 31, 2008 – New Year’s Eve  
January 1, 2009 - New Year’s Day  
January 19, 2009 – Martin Luther King Day  
April 10, 13, 2009 – Friday prior to Easter, Day After Easter  
May 25, 2009 – Memorial Day

- 28.2 Thirteen (13) holidays to be determined by the Board of Education for the 2009-2010 and the 2010-2011 school year.
- 28.3 Bus Drivers will be paid holiday pay for Labor Day in the last pay period in October computed on the average daily hours of September 16<sup>th</sup> thru September 30<sup>th</sup> pay period. In computing the “average”, the District shall not include any full day in-services in the computation.

**ARTICLE 29**

**FUNERAL LEAVE**

- 29.1 The Chapter Chairperson, or their designated representative, shall be allowed up to three days, depending on travel time, in the event of death of an active member of the Union for the exclusive purpose of attending the funeral.
- 29.2 An employee may be allowed up to five (5) working days as bereavement days, depending on travel time needed, not to be deducted from sick leave, for a death in the immediate family. Immediate family shall be defined as: Mother, Father, Sister, Brother, Wife or Husband, Son or Daughter, Mother-in-law, Father-in Law, Brother-in-law, Sister-in-law, Grandparents, Grandparents-in-law, Grandchildren or a member of the employee's household.
- 29.3 For the purpose of interpreting Section 29.2, in-law shall be defined as those relatives of the current marriage contract.

**ARTICLE 30**

**JURY DUTY**

- 30.1 An employee who serves on jury duty will be paid the difference between their pay for jury duty and their regular pay.

- 30.2 When an employee is identified for jury duty, but is not scheduled for attendance at court, they shall report for duty and make themselves available for assignment.
- 30.3 Bus Drivers shall be responsible to report for their regular assignment if possible. If not, they shall be used as relief drivers to the extent of the hours they would have worked.
- 30.4 Bus Drivers who serve on jury duty and who are eligible for a weekend or holiday field trip will be allowed to make up the first available equivalent trip provided the driver notifies the Transportation administration within a week of his/her return.

## ARTICLE 31

### WORKER'S COMPENSATION

- 31.1 In the event an employee loses time as result of an on-the-job injury, they will be compensated as provided by the Michigan Worker's Compensation Act.
- 31.2 An employee on disability leave of absence due to an on-the-job injury may draw from their accumulated sick leave an amount equaling the difference between the amount received under Worker's Compensation and that which they earned at the time of their injury on a straight time basis. Sick time will be taken from the accumulated sick leave until such time that the employee notifies the Human Resources department in writing that the employee does not wish to use his/her sick time. When a doctor returns an employee to work with restrictions, an employee may be assigned to "light duty" pursuant to restrictions as outlined by the employee's doctor.
- 31.3 The portion of sick leave to be deducted will be rounded off to the nearest hour, (half day for skilled trade mechanics) based on the appropriate amount paid to the employee.
- 31.4 An employee unable to work due to an on-the-job injury must request an appropriate leave of absence as specified in Article 26, Section 26.21 of this Agreement.
- 31.5 It is understood that it is possible for an individual to be receiving Worker's Compensation benefits after their employment with the Utica Community Schools has terminated.

## ARTICLE 32

### COMPULSORY RETIREMENT AT AGE 70

- 32.1 The age of seventy (70) shall be established as the mandatory age for retirement. Employees whose birth date falls between January 1st and June 30th will be allowed to work through June 30th following their seventieth (70<sup>th</sup>) birthday. Employees whose birth date falls between July 1 and December 31st will be allowed to work through December 31st following their seventieth 70th birthday.
- 32.2 This will not preclude the hiring of these employees for temporary work following their seventieth (70) birthday, if the Board requests it and the employee is willing to do so.
- 32.3 Whenever possible, the Board and the Union will notify one another of an impending retirement of any Union member.

## ARTICLE 33

### UNION CONVENTION ATTENDANCE

- 33.1 The Board will provide full pay for five (5) days for one individual, upon prior notice, to attend the International Convention and the A.F.L. - C.I.O. State Convention in their respective convention years.
- 33.2 Paragraph 33.1 is applicable only when the employee attending the convention for the Union would normally be scheduled for work.

## ARTICLE 34

### BULLETIN BOARDS, BUILDING USE AND MAIL

- 34.1 The employer agrees to provide a designated section of a bulletin board in the Transportation Department which may be used by the Union for posting notices of the following type:
- 34.1.1 Notice of Union recreation and social events.
- 34.1.2 Notice of Union elections.
- 34.1.3 Notice of Union results of elections.
- 34.1.4 Notice of Union meetings

- 34.2** The Union will be permitted the use of school facilities for regular and special business meetings of the Union and for committee meetings on Union business as well, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the School District.
- 34.3** It is mutually understood and agreed that no Union activities will be carried on during working hours or on the Board's premises.

## **ARTICLE 35**

### **OVERTIME**

#### **35.1 General:**

- 35.1.1** Hours worked in excess of eight (8) hours per day or forty (40) hours worked per week shall be compensated at time and one-half. All hours worked on Sunday will be paid at double time. Double time will be paid for all hours worked on holidays plus holiday pay. Bus drivers will receive time and one-half on Saturday and double time on Sunday and holidays as above.
- 35.1.2** All compensable leave days will be counted as days worked for the computation of overtime. Probationary employees are not to be assigned overtime unless the regular employees of the building or department are all working or not available.

#### **35.2 Skilled Trade Mechanic Groups:**

- 35.2.1** Overtime hours shall be divided among employees in the job classification according to seniority and the overtime list.
- 35.2.2** A probationary employee shall be placed at the bottom of the overtime list and upon completing their probationary period be credited with the highest number of hours of the workers in that job classification and from that point, assume their regular overtime turn.

#### **35.3 Overtime Procedure**

The following are the agreed upon changes in the method the Skilled Trade Mechanics will use in maintaining the Skilled Trade Mechanics overtime roster.

Overtime will be charged as follows:

- If you are asked and you say "no".
- If you are called and you say "no".

- No answer or reaching an answering service at the Skilled Trade Mechanics home.
- If you say “yes” but do not show up – you are charged double.
- Skilled Trade Mechanics will be charged for all hours worked.
- Unexcused or refuses overtime. Overtime will not be charged as follows:
  - If you are asked to work Saturday and back out by Thursday or Friday, the next person asked will not be charged if they say “no”.
  - If you are on an approved leave or vacation.
  - If you are on Jury Duty.

## ARTICLE 36

### SICK LEAVE

- 36.1** Each employee covered by this Agreement shall accumulate one day of sick leave allowance for each month the employee receives pay in their regular yearly position. Unused sick leave shall accumulate without limitation and be designated as "accumulated sick leave allowance". When leave is exhausted, such employee shall not accrue any more days unless working.
- 36.2** An employee's absence shall be chargeable to this accumulated sick leave allowance. An employee while on sick leave shall be deemed to be on continuous employment for the purpose of computing all benefits, including seniority referred to in this Agreement.
- 36.3** Two of the accumulated sick leave days may be used annually for business leave to conduct business that cannot be conducted at anytime other than during working hours. Application for use of a business leave day must be submitted to the Transportation Office not less than three working days prior to the date requested. This request must state the reason and receive the approval of the employee's supervisor and final approval of the Director of Transportation. Business leave days may not be taken immediately prior to, or subsequent to paid holidays or vacation period except in emergencies.
- 36.4** Three (3) of the accumulated sick leave days may be used annually as a leave day without specificity to all employees. Application must be made at least three (3) working days prior to the date of the leave. Not more than one (1) person from the skilled trade mechanic group or more than five (5) of the bus driver group will be excused under the provision on any one (1) day. Personal leave days may not be taken immediately prior to, or subsequent to, paid holidays or vacation periods except in emergencies.
- 36.4.1** Priority will be determined by date of receipt of request to the Transportation Department.

36.4.2 Forms for both leaves will be available at the Transportation Department.

36.5 An employee may be allowed up to five (5) working days as bereavement days, depending on travel time needed, not to be deducted from sick leave, for a death in the immediate family. Immediate family shall be defined as: Mother, Father, Sister, Brother, Wife or Husband, Son or Daughter, Mother-in-law, Father-in-Law, brother-in-law, sister-in-law, Grandparents, Grandparents-in-law, Grandchildren or a member of the employee's household.

#### Family Illness

36.5.1 An employee may use up to a total of four (4) days annually of their accumulated sick days for bonafide pressing need due to illness of their spouse, children or parent.

36.6 An employee shall not accumulate a day of sick leave during any month in which the employee receives pay for less than the majority of the scheduled working days in that month.

36.7 When an employee is not working because of illness and utilizes their sick days, they are on sick leave.

36.8 The employer may request an employee to secure a doctor's clearance upon returning from use of sick leave.

36.9 One-half (1/2) of the skilled trade mechanic's current wage shall be paid by Christmas of each year for days accumulated beyond one hundred (100) days and not used. One-half (1/2) of the bus driver's current wage shall be paid by Christmas of each year for hours accumulated beyond three hundred sixty hours (360) and not used.

36.9.1 Upon retirement by an employee from the Utica Community Schools and under the Michigan Public School Employee Retirement System, the employee will be compensated for sick leave days as follows:

36.9.1.1 Bus Drivers shall receive five dollars (\$5.00) per hour for all hours accumulated in excess of two hundred seventy-five (275) hours.

36.9.1.2 Skilled Trades Mechanics shall receive fifteen dollars (\$15.00) per day for all leave days in excess of sixty (60) days.

36.9.1.3 Maximum payment to personnel at time of retirement shall be seven hundred fifty dollars (\$750.00).

## ARTICLE 37

### UNIFORMS

- 37.1** Uniforms shall be provided by the Board to transportation personnel.
- 37.2** There shall be eleven uniforms issued to skilled trade mechanic employees with five changes furnished per week. Coveralls may be supplied in addition to regular uniforms for skilled trade mechanic employees upon approval of supervision.
- 37.3** Uniforms will be required of employees while on duty.
- 37.4** Upon separation, an employee shall return their uniforms to their supervisor.
- 37.5** Good quality spring and winter jackets shall be provided to all bus drivers with seniority on a bi-annual basis. It will be mandatory for bus drivers to wear district purchased jackets.

Winter jackets (Carharts or equivalent) and winter bib-type Carhart (or equivalent) overalls will be provided to all skilled trade mechanic personnel with seniority on a bi-annual replacement basis by November 1st of each year. It will be mandatory for skilled trade mechanics to wear the purchased material while on duty.

**37.5.1** The eligible drivers in Section 37.5, as a group may elect to substitute raincoats for the spring jackets.

**37.6** Bus Driver Clothing Allowance:

**37.6.1** An allowance up to \$135.00 per year shall be provided for each permanent bus driver. This money will be paid at the end of each school year upon presenting proof of up to \$135.00 in clothing expense of slacks, skirts, tops, gloves, scarves, hats and/or footwear used in conjunction with driving a school bus.

**37.7** Skilled Trade Mechanic Safety Shoe Allowance:

**37.7.1** With prior approval a skilled trade mechanic may receive reimbursement of up to \$100.00 per fiscal year toward the purchase of steel toed safety shoes. The reimbursement will be made after presenting proof of purchase.

**37.8** Skilled Trade Mechanic Tool Allowance:

**37.8.1** Skilled Trade mechanics are required to furnish standard tools and tool boxes. Special need tools will be furnished by the Board and will be subject to inventory at the Board's request.

**37.8.2** Tools and tool boxes are subject for inspection by the Board.

- 37.8.3** Skilled trade mechanics will submit detailed inventory of personal tools they have on the job.
- 37.8.4** Broken or worn tools will be replaced by the Board at equivalent value. Broken or worn tools must be approved by the Director of Transportation and turned into the Skilled Trade Head Mechanic to receive a new tool.
- 37.8.5** All tools and tool boxes are the sole ownership of the Skilled Trade Mechanic and are to be treated as personal property.
- 37.8.6** All skilled trade mechanic tool inventory will be subject to supervision inventory on a periodic basis.
- 37.8.7** New skilled trades mechanics will be required to present a complete tool inventory prior to appointment to skilled trade mechanic and associated classifications.
- 37.8.8** Personal inventory tools that are replaced continue to be the personal property of the employee.

## **ARTICLE 38**

### **CONTINUING EDUCATION**

- 38.1** All transportation employees will be paid their regular rate of pay for attending any classes required by the administration.
- 38.2** Management will consult with the head skilled trade mechanic and the skilled trade mechanic steward for the purpose of developing an in-service program for skilled trade mechanics
- 38.3** New employees must provide their own evidence of a valid CDL. Employees required to renew their CDL during the school year must provide the Board of Education with a receipt. Reimbursement will be made quarterly: March, June, September, December. Receipts must be turned in no later than the first of the month in the month when payment will be made.

## **ARTICLE 39**

### **SKILLED TRADE MECHANIC CERTIFICATION PROGRAM**



- 39.1** General principles of the Utica School Bus Skilled Trade Mechanic Certification Program.
- 39.1.1** The certification program is an attempt to encourage the school bus skilled trade mechanics of the Utica Schools to achieve certification in the ASE Certification Program.
- 39.1.2** The employee is totally responsible for the cost of the certificates or the fee charged for taking the respective examination.
- 39.1.3** The employee is responsible for their registration and registration fee, if any, to both the State and ASE Certification Program.
- 39.1.4** Should the current program offered by the State and ASE as outlined in the *ASE Bulletin of Information Fall, 1987* or the publication entitled, *Most Often Asked Questions* issued by the Michigan Secretary of State dated April, 1983 change; the administration shall meet with the Union to evaluate the continuance of the program as outlined herein.
- 39.1.5** An employee holding certificates in the same area from both the State of Michigan and ASE shall receive the higher wage adjustment but not both. An employee holding ASE certificates in the same areas of heavy truck (39.31 d. through j.) and school bus (39.31 k through q.) shall receive the higher wage adjustment, but not both.
- 39.1.6** The maximum wage adjustment an employee may receive under this Certification Program is \$4.83 per hour (11 ASE Certificates, 5 @ \$.48 each/per hour, 3 @ \$.43 each/per hour and 3 @ \$.38 each/per hour).
- Effective 7/1/2009, the maximum wage adjustment and employee may receive under this Certification Program is \$5.91 per hour (12 ASE Certificates 6 @ \$.53 each/per hour, 3 @ \$.48 each/per hour and 3 @ \$.43 each/per hour).
- 39.1.7** The wage adjustment shall be rescinded for any and all certificates that expire or shall be invalid for any reason.
- 39.1.8** Failure of an employee to inform the administration that their certificate has expired or becomes invalid, shall subject them to immediate disciplinary action.
- 39.1.9** An employee will qualify for reimbursement of ASE and the Michigan State Program registration and examination costs upon presentation of the certificate to the Director of Transportation and Safety Services.
- 39.1.10** Personnel achieving certification in the ASE Program T-2 or S-2 Diesel Engine shall receive a one time payment of two hundred and fifty dollars

(\$250.00). Re-certification under the ASE Program T-2 or S-2 shall not qualify personnel for additional compensation.

### 39.2 Phase I - Michigan State Certificates

The Head Skilled Trade Mechanic, Skilled Trade Mechanic Leader and Skilled Trade Mechanic hired prior to July 1, 1997, who possess a certificate and have properly filed it with the Transportation Center are eligible for a \$ .15 per hour wage adjustment for each certificate they have achieved by June 30, 1997, in the areas outlined in paragraph 39.21, sub-paragraphs a. through i. Those certifications will be paid for as long as those certifications are renewed without a break in certification.

A Mechanic Helper who possesses the appropriate State of Michigan Certificates shall receive a wage adjustment of \$ .10 per hour per certificate.

39.2.1 Certificates issued by the Michigan Department of State Bureau of Automotive Regulation - Skilled Trade Mechanic Certification Division, Lansing, Michigan in the following areas are applicable to the Utica Certification Program

#### AUTOMOBILE

- a. Front End & Steering Systems
- b. Automatic Transmissions
- c. Manual Transmissions & Front & Rear Axle

#### HEAVY DUTY TRUCK (School Bus)

- d. Engine Repair - Gasoline
- e. Diesel Engines
- f. Drive Trains
- g. Suspension & Steering Systems
- h. Electrical Systems
- i. Brakes - Braking System

### 39.3 Phase II - ASE Certificates

39.3.1 Certificates issued by the National Institute for Automotive Service Excellence in the following areas are applicable to the Utica Certification Program.

#### AUTOMOBILE

- |    |                                   |          |     |
|----|-----------------------------------|----------|-----|
| a. | Automatic Transmissions/Transaxle | Test No. | A-2 |
| b. | Manual Drive Train and Axles      |          | A-3 |
| c. | Suspensions and Steering          |          | A-4 |

### HEAVY DUTY TRUCK (School Bus)

d.	Gasoline Engines	Test No.	T-1
e.	Diesel Engines		T-2
f.	Drive Train		T-3
g.	Brakes		T-4
h.	Suspension and Steering		T-5
i.	Electrical Systems		T-6
j.	Preventative Maintenance, Inspection		T-8

### SCHOOL BUS

		Test No.	
k.	Body Systems		S-1
l.	Diesel Engines		S-2
m.	Drive Train		S-3
n.	Brakes		S-4
o.	Suspension and Steering		S-5
p.	Electrical/Electronic Systems		S-6
q.	Other certifications as may be available and agreed to by the union and administration.		

**39.3.2** The Head Skilled Trade Mechanic, Skilled Trade Mechanic Leader or Skilled Trade Mechanic who possess certificates and has properly filed them with the Transportation Center is eligible for a \$ .43 per hour wage adjustment for each certificate they achieved in the areas outlined in paragraph 39.3.1, subparagraphs a. through c. Those who properly file certificates for the areas outlined in paragraph 39.3.1 subparagraphs d through j are eligible for a \$.48 wage adjustment per hour. Those who properly file certificates for the areas outlined in paragraph 39.3.1 subparagraphs k. through q. are eligible for a \$ .53 wage adjustment per hour.

**39.3.3** A Mechanic Helper who possesses certification and has properly filed with the Transportation Center is eligible for a \$ .30 per hour wage adjustment for each certificate they achieve in the areas outlined in paragraph 39.3.1, subparagraphs a. through j.

### **39.4** Recertifications

**39.4.1** It shall be the full responsibility of the employee to recertify if they wish to continue receiving the wage adjustments.

**39.4.2** The employee shall be responsible for the cost and fees for recertification.

**39.4.3** Personnel will qualify for reimbursement of ASE and Michigan State Program recertification costs upon presentation of the proper certificates.

**39.5 Wage Adjustment Dates:**

**39.5.1** Payroll adjustments shall commence the first full payroll period following the filing of the appropriate certificates with the Director of Transportation and Safety Services.

**ARTICLE 40**

**BENEFIT PROVISIONS**

**40.0 BENEFIT PROVISIONS** – Employees working a minimum of four 4 hours per day are eligible for benefits in accordance with specific articles contained herein, after completing the probationary period. Notify the Benefit Office within thirty 30 days of any family status changes (birth, marriage, divorce, death).

**40.1 DISABILITY BENEFIT**-- Long term disability benefit shall be provided each employee regularly working an average of fifteen (15) hours per week, after 180 days of disability and will continue for a period of five (5) years, or retirement under the Michigan Public School Employees Retirement Act, or until age seventy (70) or death, whichever comes first. This coverage will be for sixty-six and two thirds percent (66 2/3%) full integrated basis of monthly salary with a ceiling of \$2,500 per month. Employees wage shall be fixed as of the date of disability.

**40.2 BLUE CROSS-BLUE SHIELD AND LIFE INSURANCE --**

**40.2.1 PLAN A - Plan A1 - Blue Cross-Blue Shield Community Blue PPO (CB1)** with \$20 co pay on office and \$10 co pay chiropractic visits, \$50 co pay for emergency care visits for in network services. Prescription co pay is \$10/\$20 with MOPD1. Employees contribute 10% of current premium.  
For the 2008-2009 school year premiums will be:  
Single person with a cap of \$50.00 per month (\$450.00 annual).  
Two (2) person with a cap of \$110.00 per month (\$990.00 annual).  
Full family cap of \$135.00 per month. (\$1,215.00 annual)  
Annual amount will be deducted over sixteen (16) pays, beginning in October and ending in June.

For the 2009-2010 school year premiums will be:  
Single person with a cap of \$55.00 per month (\$660.00 annual)  
Two (2) person with a cap of \$120.00 per month (\$1,440.00 annual)  
Full family cap of \$150.00 per month

(\$1,800.00 annual).

Annual amount will be deducted over sixteen (16) pays, beginning in October and ending June.

For the 2010-2011 school year premiums will be:

Single person with a cap of \$60.00 per month  
(\$720.00 annual).

Two (2) person with a cap of \$145.00 per month  
(\$1,740.00 annual)

Full family cap of \$165.00 per month.  
(\$1,980.00 annual)

Annual amount will be deducted over sixteen (16) pays, beginning in October and ending June.

**Plan A2** – Blue Cross-Blue Shield Community Blue PPO (CB2) with \$20 co pay on office and chiropractic visits, \$50 co pay for emergency care visits, for in network services . Prescription co pay is \$10/\$20 with MOPD2x

**Plan A** - Employees eligible for \$20,000 group term life insurance coverage, including accidental death and dismemberment.

**Plan C**- Employees hired after July 1, 2008 working full time (Full Time employees are: Mechanic = 8 hours per day, Bus Drivers = 6 hours per day) - Blue Cross-Blue Shield Community Blue PPO (CB2) with \$30 co pay on office and chiropractic visits, \$50 co pay for emergency care visits, for in network services. Preventative care maximum of \$500 per member per year. Prescription co pay is \$15/\$50 – MOPD2x.

**40.2.2 Plan B -**

Employees who do not take the district's medical plan: \$25,000 group term life death benefit, including death and dismemberment.

If an employee elects Plan B and loses his/her health insurance during the school year, the employee may enroll in the district's health insurance, based on his/her date of hire

**40.2.2.1**

If 30% of the employees eligible for health care select Plan B this alternate plan will go into effect:

Each employee selecting Plan B will receive \$125.00 per month for a period of ten (10) months. This amount is to be payable on a prorated basis the last pay day in June of each year. If at any time the number of eligible employees selecting Plan B drops below 30% of the employees eligible for health care the alternate plan may, at the discretion of the District, cease and Plan B will be as

stipulated in 40.2.2. Alternate Plan B carries \$25,000 group term life insurance coverage including accidental death and dismemberment.

**40.2.3** Full payment will be made for employees with date of hire and working prior to June 30, 1990, who are working at least four (4) hours per day, who are fully employed by the School District. However, transportation drivers will also be afforded full coverage, if they consistently drive a minimum of four (4) hours each day.

Full payment will be made for employees with date of hire and working after June 30, 1990, who are working at least five (5) hours per day, who are fully employed by the School District.

Full payment will be made for employees with a date of hire and working after July 1, 2005, who are working at least six (6) hours per day who are fully employed by the School District.

Employees with a hire date after June 30, 1990 and working at least four (4) hours per day will be eligible for single person coverage paid for by the District. Drivers in this category may purchase additional coverage during open enrollment or when there is a change in family status.

**40.2.4** If an employee's hours are reduced by the School District, the same hospitalization coverage will be maintained for the remainder of the fiscal period for the employee. If an employee requests a reduction in hours, his hospitalization and other coverage will be handled accordingly.

**40.2.5** Once an employee has separated service, the School District will automatically cease paying for all benefit plans coverage in the month following, except in the case of a leave of absence for illness where coverage is outlined below.

**40.3** Full payment will be made for persons working full time (Mechanics = eight (8) hours per day and Bus Drivers = six (6) hours per day), who are fully employed by the School District.

**40.3.1** Employees hired prior to July 1, 2008 will be provided a dental plan with coverage of 90/85/50 if using a preferred provider and 75/75/50 for a non preferred provider with benefits fully coordinated. The carrier for the coverage shall be determined by the Board of Education.

**40.3.2** "Benefits fully coordinated" means that the dental plan is not available to employees who are covered by a dental plan which is equal to or superior to the plan offered herein. This applies to coverage from other employers or the Utica Community Schools.

**40.4** Benefit coverage for leaves of absence.

**40.4.1 Disability Leave:**

- 40.4.1.1** Hospitalization coverage to the extent of the disability leave of absence, but no longer than one (1) year.
- 40.4.1.2** Dental and Optical Insurance coverage to the extent of the disability leave of absence, but no longer than one (1) year.
- 40.4.1.3** Term life and disability insurance coverage to the extent of the policy or extent of the leave of absence but in no event longer than one (1) year.

**40.5 Vision Care Program**

- 40.5.1** Employees hired prior to July 1, 2008 working full time (Mechanics = eight (8) hours per day and Bus Drivers = six (6) hours per day), will be provided a co-pay vision care program equal in nature to NVA-2. The carrier for coverage shall be determined by the Board of Education.

**ARTICLE 41  
WAGE RATES**

41.1 For fiscal years the 2008-2009, 2009-2010 and 2010-2011 anniversary date of hire shall be used for calculating increment increases.

41.2 Hourly Rates -

	7/1/2008	7/1/2009	7/1/2010
	<u>6/30/2009</u>	<u>6/30/2010</u>	<u>6/30/2011</u>
<b>Bus Driver</b>			
1st year	\$16.17	\$16.17	\$16.17
2nd year and over	18.02	\$18.02	\$18.02
<b>Skilled Trades Mechanics</b>			
1st year	\$16.04	\$16.04	\$16.04
2nd year and over	\$17.77	\$17.77	\$17.77
<b>Mechanics Helpers</b>			
1st year	\$16.04	\$16.04	\$16.04
2nd year and over	\$17.77	\$17.77	\$17.77
<b>Head Skilled Trade Mechanic</b>			
	\$20.05	\$20.05	\$20.05
<b>Skilled Trade Mechanic Leader:</b>			
	\$19.54	\$19.54	\$19.54



**41.3 ECONOMIC ADJUSTMENT:**

**41.3.1** Each employee who is on the payroll or an approved leave of absence on the last date students are in attendance in June of 2009, 2010 and 2011 shall receive an economic adjustment payable on July 15th of 2009, 2010 and 2011.

**41.3.2** Computation of the amount of the economic adjustment shall be by computing the total hours worked in the respective fiscal year and multiplying that total by the straight time rate for the classification of the employee times (1%) one percent. The product of this computation shall be paid to the employee not later than July 15th, of the respective fiscal year.

**41.3.2.1 December Economic Adjustment -**

The first pay day in December of 2008, 2009 and 2010 each Transportation Chapter employee who was actively at work during the first 10 scheduled work days of each school year (2008, 2009 and 2010) shall receive a one time lump sum payment of three percent (3%). The basis for calculating this lump sum payment shall be the method specified in Article 41 "Wage Rates" Section 41.3 and using fiscal year 2008-2009, 2009-2010 and 2010-2011 respectively as the base period for computation of the provision.

**41.4** The Board of Education will pay the percentage to MPSERS as required by law on behalf of employees, based on the hourly rates contained in this agreement.

**41.5 SHIFT PREMIUM:**

The following shift premiums will be paid to employees who work any of the listed shifts:

Second shift - \$.30 per hour  
Third shift - \$.35 per hour

**41.6 LONGEVITY:**

After eight years - \$.10 per hour  
After twelve years - \$.10 per hour  
After fifteen years - \$.25 per hour  
After twenty years - \$.30 per hour

**MAXIMUM LONGEVITY PAYMENT - \$.75 PER HOUR**

**41.7 MINIMUM PAY:**

A minimum allowance of two (2) hours shall be allowed to bus drivers and two (2) hours shall be allowed to skilled trade mechanics who are called into work and are either sent home or reassigned. If employees are required to use their own automobiles in the fulfillment of their duties, they will be compensated at the mileage rate as established by the Board of Education.

**41.8 CALL-IN PAY:**

A minimum of two (2) hours shall be allowed to skilled trade mechanic employees who are called in to "open or close" the Transportation Center. This shall not extend to hours added to the beginning or end of a shift for other activities.

**ARTICLE 42**

**MISCELLANEOUS**

- 42.1** Bus drivers who sign to drive during the summer months will be required to drive for the entire period which they have signed. Drivers missing more than ten (10) work days will be removed from the summer assignment. However, it is understood that the driver may have to be released due to illness or emergency.
- 42.2** An emergency is an incident that occurs that is beyond the control of the School District and is for a short period of time, but in no case shall extend beyond the time necessary to provide a safe and healthy condition. No employee will be kept on an emergency status longer than the immediate emergency exists.
- 42.3** Field trip drivers shall qualify for hospitalization, life insurance, LTD insurance and all other benefits accorded to drivers according to Article 40, page 32 of this Agreement.
- 42.4** Safety problems and recommendations shall be a proper subject for special conferences as elsewhere provided.
- 42.5** One employee may be granted a leave without pay for a maximum of five (5) days upon prior notice for the purpose of Union conventions or conferences.
- 42.6** Bus drivers returning from leaves of absence shall have bumping rights.
- 42.7** Seniority bus drivers when reverting to minimum hours, shall have priority over probationary drivers.

- 42.8 Three (3) Union representatives from grievance procedure will be employed during the summer for the purpose of route development for the ensuing school year, as long as bargaining unit personnel are utilized in this function. The Administration will select any additional drivers who need to be utilized for route development for the ensuing school year. The persons selected will be bargaining unit personnel as long as bargaining unit personnel are utilized in this function. Additional drivers will be added on an alternating basis by seniority and selection by the employer from the sign-up list.
- 42.9 It is further understood that the Board will select the representatives to perform this assignment based on the Board's judgment of the representative's knowledge of the task to be performed.
- 42.10 **Skilled Trade Mechanic Shop Equipment**  
At least twice each year, the parties will meet in special conference to review the status of shop equipment. Meetings shall be held in January and July each year.
- 42.11 When schools are closed due to inclement weather, bus drivers will be paid for up to three (3) days per year. Payment will be made based on deduction of one (1) sick leave day for each inclement day used by each driver. Drivers having less than three (3) sick leave days will not be paid.

## ARTICLE 43

### RULES AND REGULATIONS

- 43.1 From time to time, the employer may establish or revise its rules and regulations governing the employees. Such rules and regulations are necessary to insure an orderly performance of work and functioning of the schools. Such rules shall not conflict with the provisions set forth in this Agreement and shall be reasonable in scope and uniform in application.
- 43.2 When new rules are established or existing rules are revised they shall be posted prominently for a period of one (1) week before becoming effective. The Union shall be given this one (1) week as prior notice of changes and additions to such rules and regulations.
- 43.3 The employer shall prepare and post on the bulletin board, at least once a year, a listing of its rules and regulations.

## ARTICLE 44

### ASSIGNMENT OF SCHOOL BUSES TO DRIVERS

- 44.1 Buses will be assigned to drivers who select routes for which vehicles are assigned.
- 44.2 Special Needs buses will be assigned to accommodate all out-of-district routes. All lift routes will have buses assigned to them. The balance of Special Needs buses will be assigned by route by seniority.
- 44.3 Transit vehicles and/or 77 passenger vehicles shall be assigned on the basis of seniority to drivers who select routes identified as transit and/or 77 passenger vehicle routes.
- 44.4 Supervision will designate buses to be used as spares. Not more than 10% of the new buses will be designated as spares.
- 44.5 There will be two (2) bus assignments each year.
- 44.5.1 At route selection time.
- 44.5.2 At the end of the school year for drivers driving summer programs.
- 44.6 Once a bus has been assigned to a route at the beginning of the school year that bus shall remain with the assigned routes for the balance of the school year.
- 44.7 The procedure outlined in this article applies to all purchased school buses except those purchased for special education assignments.

## ARTICLE 45

### STRIKE AND LOCK OUT

- 45.1 No strike of any kind shall be caused or sanctioned by the Union during the terms of this Agreement.
- 45.2 No lock out of employees shall be instituted by the employer during the terms of this Agreement.

## **ARTICLE 46**

### **RETURNING TO BARGAINING UNIT**

- 46.1** If an employee is transferred to a position not included in the unit and is thereafter transferred again to a position within the unit, they shall have their accumulated seniority frozen as of the day they leave the unit. This seniority will be protected for up to twelve (12) months. In the event they return to the bargaining unit, they shall be reinstated in the same classification they held before transferring out of the unit. The time spent out of the bargaining unit will not be counted toward seniority within the unit, however, total years of service with the Board of Education will be counted in computing the employee's fringe benefits.

## **ARTICLE 47**

### **RATIFICATION**

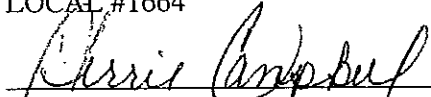
- 47.1** The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification by them. It is further agreed that the Negotiating Team of the Union will recommend to the employees that it be ratified.
- 47.2** The Administration agrees to submit this Agreement to the Board for ratification by them. It is further agreed that the Negotiating Team of the Board will recommend to the Board that it be ratified.

## **ARTICLE 48**

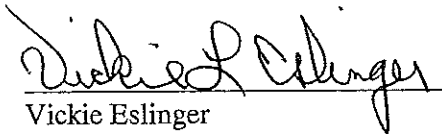
### **AMENDMENTS AND TERMINATION**

- 48.1** This Agreement shall commence July 1, 2008 and shall continue in full force and effect until June 30, 2011 when it shall terminate. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than sixty (60) nor more than one hundred twenty (120) days prior to June 30, 2011.
- 48.2** This Agreement has been negotiated and executed and shall be controlled by all applicable laws, including any amendments that may hereafter be made during the life of the Agreement, and wherever the terms of this Agreement are found to be in conflict with the provisions of the law, the parties hereto agree to proceed to renegotiate such conflicting provision, or provisions, and until such renegotiation has been completed, such provision, or provisions, in conflict shall be void.

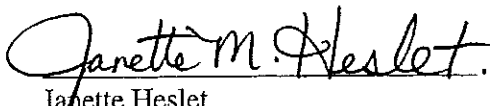
THE INTERNATIONAL UNION OF THE  
AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES,  
COUNCIL #25, AND ITS AFFILIATE  
LOCAL #1664



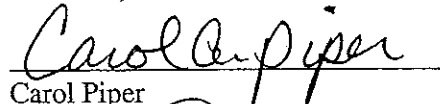
By: Terrie Campbell, Council #25  
Staff Representative



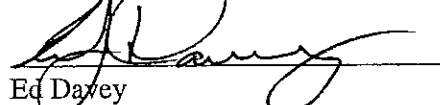
Vickie Eslinger  
Chapter Chairperson



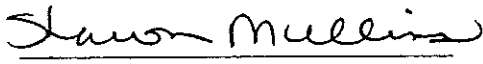
Janette Heslet  
President, Local 1664



Carol Piper  
Negotiating Team



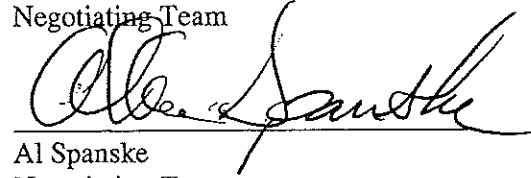
Ed Dawey  
Negotiating Team



Sharon Mullins  
Negotiating Team



Jim Pritchard  
Negotiating Team



Al Spanske  
Negotiating Team

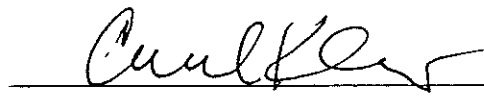


Margaret Stoutenger  
Negotiating Team



Chris Vandebussche  
Negotiation Team

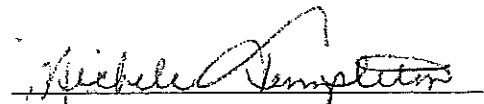
THE BOARD OF EDUCATION  
UTICA COMMUNITY SCHOOLS  
MACOMB COUNTY, MICHIGAN



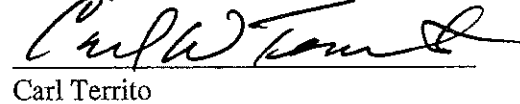
By: Carol Klenow, Ed.D.  
President



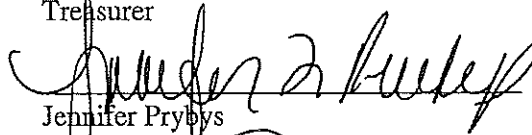
Gene Klida  
Vice President



Michele Templeton  
Secretary



Carl Territo  
Treasurer



Jennifer Prybys  
Trustee



Robert Ross, Ph.D.  
Trustee



Daniel Meyers  
Trustee

## APPENDIX A

### TRANSPORTATION CHAPTER SHORT TERM DISABILITY PROGRAM

1. The establishment of a Short Term Disability Program "an in-house program" is a mutual effort by the Transportation Chapter of 1664 and the Board of Education. The Board of Education will cooperate in the operation of this program.
2. For the purpose of this Short Term Disability Program a disability is an absence that is medically certifiable as incapacitating an employee from performing their duties. At times it may be necessary to request a second or alternate opinion of the disability. The cost of the alternate/second opinion shall be born by the party that selects the medical expert.
3. The primary purpose of the Short Term Disability Program is to provide compensation at the rate of \$6.00 per hour of disability during periods of protracted and unavoidable absence due to their incapacity to perform the duties and responsibilities of their job.
  - a. Bus Drivers - The computation of hours shall be based on the average hours of regular assignment recorded in the last full payroll period of the previous school year.
  - b. Skilled Trade Mechanics - The computation of hours shall be based on 8 hours per day.
4. An employee shall be allowed a maximum of one hundred (100) consecutive working days for each incident. Elective surgery shall not qualify a member to be compensated from the Short Term Disability Program.
5. Recurrent disability (a disability which is contributed to by the same cause(s) or is the result of the same cause(s) of a prior disability for which a benefit was payable). If, after a period of total disability for which benefits are payable, the covered employee resumes their regular occupation and does each main duty for a continuous period of six months or more, any recurrent disability will be part of a new period of disability and a new thirty (30) working day window period must be completed before any further monthly benefits are payable. If the covered employee resumes their regular occupation and does each main duty for less than six months, a recurrent disability will be part of the same disability.
6. An employee who exhausts the one hundred (100) consecutive working day draw from the Short Term Disability Program is not eligible for the Short Term Disability Program until the employee has returned to work and completed not less than one (1) full year on the job.

7. Employees whose working schedule is less than 52 weeks, are not eligible to draw from the program during periods of time that they are not normally scheduled to work.
8. This program is available to all eligible seniority bargaining unit members. Probationary employees are not eligible until they have satisfactorily completed the forty-five (45) working day probationary period and signed an enrollment card.
9. The first thirty (30) consecutive working days of absence due to a disability shall not be covered by the Short Term Disability Program. The thirty (30) working day window period must be satisfied prior to becoming eligible for payment from the Short Term Disability Program for each incident.
10. Employees wishing to participate in the Short Term Disability Program must make formal application to the Short Term Disability Committee prior to the expiration of the thirty (30) working day window period. A medical report fully certifying the disability must accompany the formal application for withdrawal from the Short Term Disability Program, which will be made in duplicate, the original to be filed with the Employee Benefits Office in the Human Resource Office. A duplicate will be kept on file by the union's committee of the Short Term Disability Program.
11. A member of the Short Term Disability Program on a non-compensable leave of absence due to reason of disability is eligible to apply for coverage by the Short Term Disability Program and may use these non-compensable days to satisfy the window period of this program.
12. An employee shall not receive compensation from the Short Term Disability Program due to absence resulting from an on-the-job-injury.
13. Payment from the fund does not qualify an employee as being at work for the purpose of accruing/earning sick leave, vacations, or benefits computed on the basis of the number of days in a month the employee receives compensation.
14. Medical reports fully certifying disability must accompany the request for absence leading to the utilization of the Short Term Disability Program. Additional medical reports will be required to be filed with the Employee Benefits Office in the Human Resource Office each pay period at the employee's expense, while receiving compensation from the Short Term Disability Program.



15. The Short Term Disability Program will be funded with equal payments on September 1 of each year the contract is in effect. The amount of each payment shall be determined by the bus driver's and skilled trade mechanic's average hours of their regular daily assignment as recorded during the final full payroll period of the preceding school year. The dollar amount of each payment shall be computed by multiplying the above aggregate number of hours times \$.06 per hour. If the fund is depleted during any year (September 1st - August 31st), payments will be discontinued for the remainder of that year and members of this unit shall have no claim or recourse to establish compensation from the Short Term Disability Program. If there is a balance in the fund at the end of the fiscal year, this balance will be added to the next scheduled funding payment.
16. The union will collect enrollment cards that must be forwarded to the Employee Benefits Office. A duplicate will be kept on file by the Short Term Disability Union Committee.
17. The Short Term Disability Program will be controlled by the Board of Education. A committee of not more than three (3) union bargaining team members will be selected by the Chapter Chair, to assist in interpreting the provisions of the Short Term Disability Program to the membership and to advise the Employee Benefits Office of the Human Resource Office regarding the operation of the Short Term Disability Program. Final authority of the operation and interpretation of the Short Term Disability Program shall be vested in the Board of Education.
18. An employee on lay off, or a non-disability non-compensated leave of absence shall not be able to receive compensation days from the Short Term Disability Program.
19. Employees who are members of the Short Term Disability Program when laid-off or placed on a non-compensated leave of absence shall be allowed to continue their membership upon return to work or recall.
20. The Short Term Disability Program will be implemented September 1, 1987. The September 1, 1987, date will be the first date of the beginning of the thirty (30) working day window period.
21. The Board of Education shall, in its sole discretion, determine whether or not payments shall be made from the fund and to whom such payments shall be made. Any determination made by the Board shall be final.
22. Decisions made by the Board regarding the fund shall not be subject to the grievance procedure.
23. The Union (including AFSCME Council 25 and Local 1664), in consideration of the Board accepting the obligation to make determinations regarding the fund, agrees to hold the Board, its officers, agents, or employees harmless from any and all liability of any nature whatsoever which may result from any action of the

Board relating to the fund, including, but not limited to, the cost of defense of any claim filed against the Board.

24. The Union (including AFSCME Council 25 and Local 1664) agrees, upon request, to defend the Board, its officers, agents, or employees in any suit brought against all or any of them regarding this Article of the master agreement, and to indemnify the Board, its officers, agents or employees and save them harmless from any and all claims, demands, awards, fees, costs, suits, lost wages or damages which may be imposed or assessed against all or any of them regarding this Article of the Master Agreement.
25. The Union further agrees that the Board will have no liability with reference to any actions it takes regarding the fund, except for the Board's failure to make the contributions called for in this Article.
26. Employees who are denied payment agree to hold harmless the Union and the Board of Education.

**APPENDIX B**  
**JOB DESCRIPTION**

<b><u>Job Description</u></b>	<b><u>Page</u></b>
Field Trip Driver .....	50
School Bus Driver, Skilled Trade Mechanic, Skilled Trade Mechanic Leader, Mechanic Helper .....	51
Relief Bus Driver .....	54
School Bus Skilled Trade Mechanic .....	55
School Bus Skilled Trade Mechanic Leader .....	57
Head Skilled Trade Mechanic .....	59
Mechanic Helper .....	61

## FIELD TRIP DRIVER

### JOB DESCRIPTION

#### A. DUTIES:

1. Be on call from 8:00 to 9:00 a.m. for field trip assignment.
2. Will take field trips that interfere with regular routes.
3. Will be used as call-in drivers for absenteeism route beginning at 6:00 a.m. after all relief drivers are utilized. This will not be used as a tool for discipline.

#### B. QUALIFICATIONS:

A candidate for the position of field trip driver must possess all the qualifications and skill requirements listed in the job description for School Bus Driver.

**SCHOOL BUS DRIVER, SCHOOL BUS SKILLED TRADE MECHANIC,  
SCHOOL BUS SKILLED TRADE MECHANIC LEADER AND MECHANIC  
HELPER**

**JOB DESCRIPTION**

**A. QUALIFICATIONS :**

A candidate for the position of school bus driver must have reached their 21st birthday, have the ability to read and understand written instructions and make written reports. They must complete the following requirements: possess a valid driver license for operation of school bus, standard physical examination approval, evidence of citizenship and birth verifications and other requirements as determined by Human Resources.

**APPEARANCE:**

The candidate should continuously present a neat appearance, well groomed, with clean and appropriate clothing.

**RELATIONSHIPS WITH OTHERS:**

The candidate for the position of school bus driver must relate well with others, be adaptable to working with children, and get along well with parents, teachers, and supervisors. Their appearance and manner with the public should reflect industriousness and helpfulness.

**EMOTIONAL STABILITY:**

The candidate should be patient, considerate, even-tempered, and calm.

**CHARACTER:**

The candidate must show dependability, initiative, leadership, self-reliance, honesty, and moral conduct above reproach. They must use appropriate language with parents, students, and staff. They must avoid the use of substances as mentioned in the D.O.T. regulations.

**B. SKILL REQUIREMENTS:**

The school bus driver should show satisfactory performance of such skills as:

1. Starting the engine.
2. Starting the bus in first gear and shifting through the gear series to high gear.
3. Double-clutching in shifting gears.
4. Stopping the bus smoothly from different speeds and in different gears.
5. Turning corners and curves.
6. Starting from a stopped position on an upgrade.
7. Backing and steering.
8. Signaling for turns and stops and for overtaking slower moving vehicles.
9. Showing judgment in driving according to road, traffic and weather conditions.
10. Maneuvering bus in limited quarters in order to:
  - a) Park parallel
  - b) Park diagonally
  - c) Turn bus around in a limited area
  - d) Pull out of a parking space
  - e) Back into or out of a parking area
  - f) Pull off road into a loading zone and return to roadway
  - g) Position bus for loading pupils at the school
11. Be able to operate vehicle without assistance after five days of employment.
12. Extra Trips: Must be capable of driving outside the district.

**C. DUTIES:**

It shall be the duty of the school bus driver to:

1. Check bus before leaving yard: lights, brakes, turn signals, gas, oil and tires.
2. Start bus fifteen minutes before leaving the garage in the A.M.
3. Keep windows of bus clean.
4. Obtain and keep current a chauffeur's license.
5. Direct and assign seating of children on bus.
6. Maintain discipline of children on bus.
7. Report and maintain records of child count and registration of students.
8. Maintain a route book and note all changes promptly.
9. Prepare accident reports whenever necessary, personal, vehicle, broken glass student, etc.
10. Attend bus driver training classes, and first-aid classes at the direction of the Director of Transportation.
11. Have a knowledge of the Michigan Vehicle Code.
12. Have a knowledge of school bus policies relating to public transportation.
13. Have a physical examination and chest x-ray each year.

- a) Chest x-ray.
  - b) Physical examination during summer months.
- 
- 14. Know the proper fire drill procedure; after receiving training.
  - 15. Know how to use fire extinguishers and fuses..
  - 16. Know emergency evacuation procedure.
  - 17. Report in writing any bus repairs needed to the head mechanic.
  - 18. Keep inside of bus clean, sweep after the P.M. run.
  - 19. Wash back of bus whenever needed, so that lettering, lights, and license plate may be easily seen.
  - 20. Have a home telephone.
  - 21. Maintain, at your expense, a bus driver's jacket the School Board has provided.
  - 22. Fuel bus during layover time when possible.
  - 23. Perform other duties relating to job classification.

## RELIEF BUS DRIVER

### JOB DESCRIPTION

#### A. QUALIFICATIONS:

A candidate for the position of relief bus driver must possess all the qualifications and skill requirements as listed in the job description for the school bus driver.

Candidate should be selected according to qualifications and seniority.

#### B. DUTIES:

It shall be the duty of the relief bus driver to:

1. Relief drivers will have to cover their complete daily assignment before taking field trips.
2. Relief drivers will be rotated at noon and on in-district teams.
3. No refusals will be accepted on in-district teams as long as administration gives prior notice of at least 24 hours as this is part of a relief drivers' daily assignment.
4. Check routes according to check sheets, but not to correct drivers if they are wrong. The driver shall initial the check sheet before it is turned into the office.
5. Have the ability to drive all types of buses.
6. Be familiar with the complete school district: location of streets, subdivisions, and schools.
7. Be capable of reading maps in order to assign students the proper bus to ride.
8. Have a knowledge of student discipline procedure.
9. Know the complete procedure of fire drills.
10. Know, when driving or checking a route, if it could be improved.
11. Be capable of copying bus routes and school boundaries from the original map.
12. Be capable of assisting new drivers in their duties.
13. Assist in such office duties as; answering telephone calls.
14. Perform other duties as assigned pertaining to job classification.



## SCHOOL BUS SKILLED TRADE MECHANIC

### JOB DESCRIPTION

#### A. QUALIFICATIONS:

A candidate for the position of school bus skilled trade mechanic must be at least 21 years of age, have the ability to read and understand written instructions and to make written reports. They must complete the following requirements: standard physical examination approval, evidence of citizenship, and birth verification.

#### APPEARANCE:

The candidate should continuously present a neat appearance; well groomed, with clean and appropriate clothing.

#### RELATIONSHIP WITH OTHERS:

The candidate must be able to get along well with their co-workers and their superiors and be able to meet others in a friendly, helpful manner.

#### EMOTIONAL STABILITY:

The candidate should have patience, considerateness, even temperament, and calmness under stress.

#### CHARACTER:

The candidate must show dependability, initiative, self-reliance, honesty, and moral conduct above reproach. They must have freedom from the use of undesirable language, addiction to narcotics and habit forming drugs and the use of alcoholic beverages. They must avoid the use of substances as mentioned in the D.O.T. regulations.

#### EXPERIENCE:

The candidate should be an experienced and successful skilled trade mechanic, with a minimum of two years previous experience.

**B. DUTIES**

Under the direct supervision of the Head Skilled Trade Mechanic, it shall be the duty of the skilled trade mechanic to:

1. Make weekly, monthly and annual inspection of school buses, or as required, in order to insure a minimum of road failures and a maximum of safety and economy of operation.
2. Report to Head Skilled Trade Mechanic any failure of bus which could make it unsafe for transporting students.
3. Take in-service training courses where possible and practicable.
4. Keep records and make reports as required.
5. Obtain and keep current a chauffeur's license.
6. See that all buses are started, both A.M. and P.M.
7. Back buses out of garage, A.M. and P.M.
8. Repair or tow any bus that fails to operate safely while on route.
9. Repair buses as needed.
10. Co-operate with fellow employees.
11. Perform other duties as assigned by the Supervisor of Transportation or the Head Skilled Trade Mechanic.

## SCHOOL BUS SKILLED TRADE MECHANIC LEADER

### JOB DESCRIPTION

#### A. QUALIFICATIONS:

A candidate for the position of school bus skilled trade mechanic leader must be at least 21 years of age, have the ability to read and understand written instructions and to make written reports. They must complete the following requirements: standard physical examination approval, evidence of citizenship and birth verifications.

#### APPEARANCE:

The candidate should continuously present a neat appearance; well groomed, with clean and appropriate clothing.

#### RELATIONSHIPS WITH OTHERS:

The candidate should have patience, considerateness, even temperament, and calmness under stress.

#### CHARACTER:

The candidate must show dependability, initiative, self-reliance, honesty, and moral conduct above reproach. They must have freedom from the use of undesirable language, addiction to narcotics and habit forming drugs, and the use of alcoholic beverages. They must avoid the use of substances as mentioned in the D.O.T. regulations.

#### EXPERIENCE:

The candidate should be an experienced and successful skilled trade mechanic, with a minimum of two years previous experience.

#### B. DUTIES:

Under the direct supervision of the Head Skilled Trade Mechanic, it shall be the duty of the skilled trade mechanic leader to:

1. Co-ordinate duties as assigned by the Head Skilled Trade Mechanic.
2. Shall assume responsibility for the night security of building. Skilled Trade Mechanic Leader must sign for keys.
3. Make weekly, monthly, and annual inspection of school buses, or as required, in order to insure a minimum of road failures and a maximum of safety and economy of operation.

4. Report to Head Skilled Trade Mechanic any failure of bus which could make it unsafe for transporting students.
5. Take in-service training courses where possible and practicable.
6. Keep records and make reports as required.
7. Obtain and keep current a chauffeur's license.
8. See that all buses are started, A.M. and P.M.
9. Back buses out of garage, A.M. and P.M.
10. Repair or tow any bus that fails to operate safely while on route.
11. Repair buses as needed.
12. Co-operate with fellow employees.
13. Perform other duties as assigned by the Supervisor of Transportation or the Head Skilled Trade Mechanic.

## HEAD SKILLED TRADE MECHANIC

### JOB DESCRIPTION

#### A. INTRODUCTION

The Head Skilled Trade Mechanic will have general supervision of, and be directly responsible for -- and participate in -- the care, maintenance, and repairs of all school buses and assorted other vehicles. They shall see that all vehicles are maintained in satisfactory and safe condition. They will be directly responsible for the cleanliness and orderliness of the skilled trade mechanic's section of the building and the appropriate equipment.

#### B. QUALIFICATIONS:

A candidate for the position of Head Skilled Trade Mechanic must have demonstrated that they are mentally alert, ambitious, and capable of organizing their day-to-day work in terms of an over-all departmental plan. They should be able to recognize the work which needs to be done, develop an efficient plan for doing it, and carry out this plan. Their character, honesty, and integrity should be above reproach.

They should be able to read and understand written directions and literature in their field and be able to express themselves clearly and concisely, both orally and in writing. A twelfth grade education is preferred. They should seek to acquire extensive training in their field.

#### MECHANICAL EXPERIENCE:

The candidate for Head Skilled Trade Mechanic should be an experienced and successful skilled trade mechanic. Two years experience as a regular skilled trade mechanic and certification in appropriate NIASE categories (or State equivalent) are preferred.

#### APPEARANCE:

The candidate should continuously present a neat appearance; well groomed, with clean and appropriate clothing. They must avoid the use of substances as mentioned in the D.O.T. regulations.

#### LEADERSHIP

The candidate should be capable of instructing other employees in the work of the skilled trade mechanic, and be able to evaluate their work, offering suggestions for improvement.

They should be able to lay out work for others, give directions and supervise the work of others in a firm, yet fair and friendly manner.

## RELATIONSHIPS WITH OTHERS:

A candidate for the position of Head Skilled Trade Mechanic must relate well with others. They must have demonstrated they can get along well with their co-workers and their superiors and be able to meet others in a friendly, helpful manner. Their appearance and manner with the public should reflect industriousness and helpfulness.

## C. DUTIES:

It shall be the duty of the Head Skilled Trade Mechanic to:

1. Make weekly, monthly, and annual inspection of school buses, or as required, in order to insure a minimum of road failures and a maximum of safety and economy of operations.
2. Approve or disapprove of school buses for immediate use and make repairs and replacements of parts as necessary; and report to the Supervisor or Director of Transportation mechanical failure of any bus.
3. Take active part in performing mechanical work on all district vehicles.
4. Maintain records and make reports as required of tune-ups, tires, brakes, oil changes, etc.
5. Unlock gates and garage doors in the A.M.
6. Check work performed by the night crew.
7. See that all spare buses are started in A.M. (only when necessary).
8. Assign various duties to garage employees:
  - a) Rotate repair work, assigning most important repairs first.
  - b) Assigning certain vehicle repair work to be done by the afternoon shift in order to keep buses on the road during the day.
  - c) Replace a bus with a spare bus when oil changes must be done during the day.
9. Be responsible for all repair work to the buses and other vehicles before they leave the garage.
10. Recommend and review ordering replacement parts for buses, chassis and gear lube, motor oil, anti-freeze, batteries, gas and oxygen, radiators, heater cores, etc.
11. Maintain records for buses and maintenance vehicles.
12. Supervise the work of garage employees and work with them daily.
13. Perform other duties as assigned by the Supervisor or the Director of Transportation.

## MECHANIC HELPER

### JOB DESCRIPTION

#### A. DUTIES:

Under the direct supervision of the Head Skilled Trade Mechanic, it shall be the duty of the lubrication man to:

1. Make weekly, monthly, and annual inspection of school buses, or as required, in order to insure a minimum of road failures, and a maximum of safety and economy of operation.
2. Report to the Head Skilled Trade Mechanic any failure of a bus which could make it unsafe for transporting students.
3. Take in-service training courses where possible and practicable.
4. Keep records and make reports as required.
5. Obtain and keep a current chauffeur's license.
6. Assist in starting spare buses in the morning.
7. Take a spare bus to place of breakdown on route, whenever needed.
8. Change oil and grease buses.
9. Check brakes (emergency brakes included). Add brake fluid when necessary.
10. Check tires, batteries, tail pipe and exhaust system, clutch, steering, kingpins, springs, radiator, oil filter, air cleaner, windshield wipers, and all lights.
11. Assist in keeping garage clean.
12. Prepare quarts of oil, anti-freeze or water for all buses.
13. Change tires when flat.
14. Wash buses when needed.
15. Do other maintenance and mechanical work as assigned by the Supervisor of Transportation or the Head Skilled Trade Mechanic.

#### B. QUALIFICATIONS:

A candidate for the position of mechanic helper must have the ability to read and understand written instructions and to make written reports. They must complete the following requirements: standard physical examination approval, oath of allegiance, evidence of citizenship and birth verification.

#### C. APPEARANCE:

The candidate should continuously present a neat appearance; well-groomed, with clean and appropriate clothing.

#### D. RELATIONSHIP WITH OTHERS:

The candidate must be able to get along well with their co-workers and their superiors and be able to meet others in a friendly, helpful manner.

E. **CHARACTER:**

The candidate must show dependability, initiative, honesty, and good moral conduct. They must have freedom from the use of undesirable language, addiction to narcotics and habit forming drugs, and the use of alcoholic beverages.