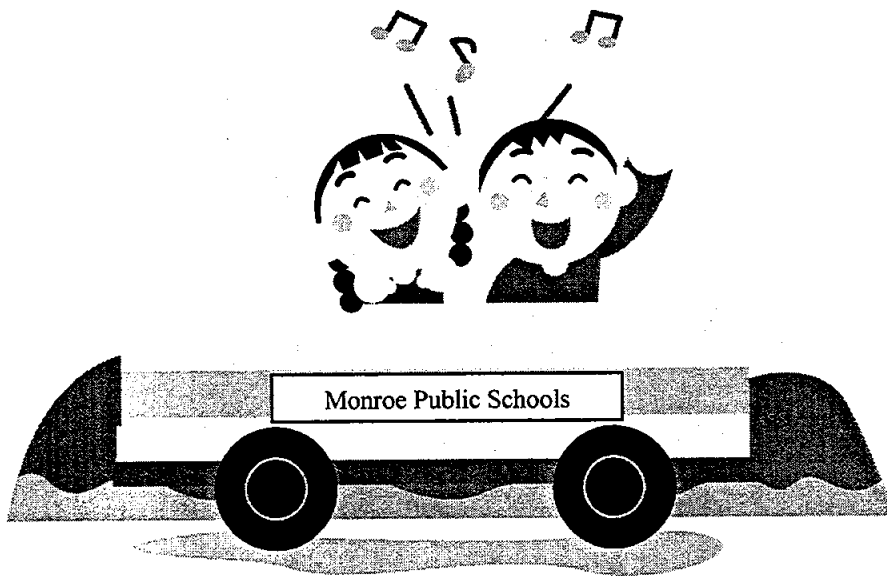


# Master Agreement

Monroe Public Schools Board of Education

and

Teamsters Local 214 Bus Drivers



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July 1, 2005 - June 30, 2008

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**BOARD OF EDUCATION - MONROE PUBLIC SCHOOLS**

**Master Agreement for Bus Drivers with Local Union No. 214 - an affiliate with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America; Detroit, Michigan**

**AGREEMENT**

THIS AGREEMENT, made and entered into this first day of July, 2005 and continuing until June 30, 2007, by and between MONROE PUBLIC SCHOOLS, located at Monroe, Michigan, party of the first part, and hereinafter termed the Employer, and LOCAL UNION NO. 214 - Warehousemen and Helpers of America, located at Detroit, Michigan, party of the second part, hereafter called the Union.

WHEREAS: Both parties recognize that strikes, lockouts and other cessations of work and employment disruptions are contrary to existing law and the best interest of education in Monroe; and

WHEREAS: Both parties are desirous of maintaining uniform wage scales and working conditions; and of facilitating peaceful adjustment for all grievances which may arise from time to time between the employer and his employee; and of promoting and improving peaceful industrial and economic relations between the parties.

**GENERAL STATEMENT**

It shall be the endeavor of this district to secure the best available employees. All selections and promotions shall be based on ability and/or seniority, suitability and workmanship. There shall be no discrimination toward candidates or employees because of color, race, religion, national origin, sex or disability.

## **ARTICLE I: RECOGNITION - AGENCY SHOP & DUES**

**Section 1:** Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters. Under the current contract, the employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the employer of those covered by this Agreement.

**Section 2:** Membership in the Union is separate, apart and distinct from the assumption by one of the employees equal obligation to the extent that the employee received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay their own way and assume the employee's fair share of the obligation along with the grant of equal benefit contained in the Agreement.

**Section 3:** DUES DEDUCTION - In accordance with the policy set forth under paragraphs (1) and (2) of this section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later and for new employees the payment shall start thirty-one (31) days following the date of employment. The employer agrees to deduct from the pay of an employee all dues of Local 214 and pay such amount deducted to said Local No. 214 for the employee who so requests dues deduction, provided, however, that the Union presents to the employer authorizations signed by such employees, allowing such deductions and payments to the Local Union as aforesaid.

**Section 4:** If any provision of this article is invalid under Federal Law or the laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

**Section 5:** A new bus driver shall work under the provisions of this Agreement and will begin a thirty (30) work day probationary period. Upon completion of this thirty (30) work day period, the new employee shall establish seniority beginning thirty (30) days retroactive to the completion of the thirty (30) days of work.

## **ARTICLE II: SENIORITY**

**Section I:** Strict seniority by classification shall prevail in the layoff and rehiring of employees. In reducing the work force because of lack of work, insufficient funds or other legitimate cause, the last employee hired and starting regular employment shall be the first employee laid off provided the employee retained has the ability to perform the required work satisfactorily and the last employee laid off shall be the first employee rehired.

**Section 2:** The employer shall post a list of the bus drivers arranged in order of their seniority every six (6) months. This list shall be posted at the place of employment.

**Section 3:** Seniority shall be broken by discharge; voluntary quit; or a lay off of a period of one year. Seniority rights for employees shall prevail at all times except as limited herein.

**Section 4:** In the event of lay-off, an employee so laid off shall be given a one (1) week notice of recall to work, mailed by registered mail to the last known address according to the records of the school district. In the event the employee fails to make themselves available for work at the end of five (5) working days, the employee shall lose all seniority rights under the Agreement.

**Section 5:** Posting shall be at a conspicuous place (bulletin board) for a period of three (3) working days. The posting shall be removed by the supervisor in charge at the close of that period and successful bidders notified of the action no later than five (5) working days. Employees bidding for vacancies and after being notified of receiving the run, will not be eligible to bid for other runs for a twenty (20) working day period, unless the posted run would result in additional time.

**Section 6:** All employees who are interested and feel that they are qualified in other departments, shall be given the opportunity to bid on vacancies that occur in those departments and in cases of equal qualifications, shall have the employment priority over new applicants.

**Section 7:** In all cases of new positions being filled from within, the employee selected must be present and be available within five (5) working days unless on approved leave and must apply within three (3) days after return. All vacancies for full-time employment, except directorships and supervisory positions, shall be subject to ability and/or seniority, suitability and workmanship and may be posted for bids. The employee fulfilling the requirements may be given up to twenty (20) working days to prove qualifications and if such employee does qualify and wishes to stay in the position, his rate of pay for such new position or vacancy shall begin on the 21st working day. If the employee, after twenty (20) working days, in the opinion of his supervisor, is unable to perform satisfactorily the duties of the position, the employee shall not revert to his former position but to an open position as equal as possible. Then the next qualified employee on the bid list will be offered the job. The employer shall notify the Union of the employee appointment to the position.

**Section 8:** In the case of an opening in a supervisory position, other than that of a director, such position may be filled from employee ranks. If an employee so chosen fails to qualify for such supervisory position within thirty (30) working days, he shall be returned to the unit without loss of seniority. During the thirty (30) working day period, the employee will receive the same hourly rate called for under the employee's previous classification.

**Section 9:** An employee may exercise the right to refuse promotion without loss of seniority or bias.

**Section 10:** At least two (2) weeks' notice in writing will be required of an employee who may wish to resign, except in the case of an emergency. Resignations of shorter notice shall automatically forfeit any and all benefits and in the event of re-employment, such employee shall be considered as a new employee.

**ARTICLE III: DISMISSAL, SUSPENSION AND DISCIPLINARY ACTION PROCEDURE**

**Section 1:** Dismissal, suspension and/or other disciplinary action shall be only for just and stated causes. Written notification for dismissal, suspension or other disciplinary actions shall be sent to the employee and the Union, if the employee is a member of said Union. Among the causes which shall be deemed sufficient for immediate dismissal are:

1. Commitment or conviction of any criminal act
2. Disorderly or immoral conduct
3. Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicating liquor in any degree whatsoever
4. Negligence or willful damage to public property or willful waste of public supplies or equipment
5. The use of any illegal substance
6. Inability to meet Department of Transportation and/or Department of Education physical requirements for bus driving, in accordance with state and /or federal disability laws.
7. Loss of proper motor vehicle licensing (including CDL) .
8. Positive result in random drug and/or alcohol testing as required by state and federal law; refusal to be tested; tampering with sample.

Among the causes which shall be deemed sufficient for suspension, demotion or other disciplinary action are:

1. Unauthorized or excessive absence from work
2. Conduct unbecoming an employee in the public services
3. Incapacity due to mental or physical disability
4. Incompetence or inefficiency
5. Insubordination
6. Neglect of duty
7. Violation of any lawful regulation or school rules
8. Willful violation of any provisions of this contract
9. Falsification of any material information on qualifications
10. Willful refusal to use the proper equipment provided by the Board

Before an employee is suspended or discharged, an administrator other than the bus driver's immediate supervisor (Supervisor of Transportation) must review the recommendation of the bus driver's immediate supervisor. (An exception may be made if it is necessary to immediately exclude the employee from the work site.)

All dismissals and suspensions shall be without pay. No suspension shall be effective for a period of more than ten (10) days without the prior approval of the Board of Education or an assigned committee of the Board of Education.

**Section 2:** An employee may be dismissed, suspended or disciplined pending investigation and discussion and if the dismissal, suspension or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay and seniority.

**Section 3:** If the dismissal or suspension is sustained, under the procedures outlined in the Grievance Procedure, the employee shall be deemed dismissed as of the date of dismissal or suspension.

**Section 4:** Any suspended employee must leave the premises and shall remain away until such dismissal or suspension is lifted or cleared. If the suspended employee returns before that time, he shall be discharged without the right to appeal the discharge to the grievance procedure.

#### **ARTICLE IV: GRIEVANCE PROCEDURE**

A grievance is defined as an alleged violation of a specific article or section of this Agreement. If any such grievance arises, there shall not be stoppage or suspension of work because of such grievance. Such grievance shall be submitted to the following grievance procedure:

**Step One:** Within ten (10) working days of the time a grievance occurs, the employee will present the grievance to the immediate supervisor with the objective of resolving the matter informally. Within ten (10) working days after presentation of the grievance, the supervisor shall give an answer orally to the employee.

**Step Two:** If the grievance is not resolved in step one, the employee must, through the steward, within five (5) working days of receipt of the supervisor's answer, submit to the supervisor a signed, written grievance form. This grievance form shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee with respect to these provisions, shall indicate the relief requested and shall be signed by the employee involved. The supervisor shall give the employee an answer in writing no later than ten (10) working days after receipt of the written grievance.

**Step Three:** If the grievance is not resolved in step two, it must be submitted within five (5) days to the Superintendent or designee. The Superintendent or designee, the aggrieved employee and a representative of the Union shall meet within a reasonable time, not to exceed ten (10) days in an attempt to resolve the matter.

**Step Four:** If a satisfactory disposition of the grievance is not made as a result of the meeting provided in step three, the grievant may appeal to the Teamsters Local 214 Grievance Panel and the panel will review the grievance within ten (10) days of the disposition from step 3. Notice of intent to proceed to the Grievance Panel must also be simultaneously submitted to the employer in writing. Should the Grievance Panel recommend that the grievance be submitted to arbitration, the union shall have ten (10) days after the panel's decision to submit the matter to arbitration, in accordance with the procedures set forth below. If the grievance is not submitted to arbitration within ten (10) days, it will be considered closed on the basis of the disposition at the previous step. The selection of the arbitrator shall be made by mutual agreement of the employer and the union from a list provided by the American Arbitration Association (AAA) of available arbitrators. Arbitration costs shall be shared equally by the Board and the Union. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

#### **Arbitrator Limitations:**

It shall be the function of the arbitrator to be only empowered to make a decision in cases of alleged violation of the specific Articles and sections of this agreement. The arbitrator's power shall be limited by the following:

1. The arbitrator shall have no power to establish salary scales.
2. The arbitrator shall be limited to deciding whether the parties have violated the express terms of this agreement. It is understood that any matter not specifically set forth herein remains within the reserved rights of the employer.
3. In the event that a case is appealed to the arbitrator, on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendations on its merits.
4. The arbitrator shall have no power to rule on any claim or dispute arising under an insurance policy, except as to the entitlement of benefits by the employee, or on a retirement claim, as provided for in the agreement.
5. It is understood that the parties will disclose all known evidence related to the dispute at the lowest levels of the grievance process. The parties further agree to confer prior to a scheduled arbitration hearing for purposes of disclosing material evidence in an effort to mutually resolve remaining disputes and identify unresolved issues to be submitted to the arbitrator.
6. The arbitrator shall render a decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the arbitrator's decision.
7. The decision of the arbitrator shall be final, conclusive, and binding upon all employees, the employer, and the association.
8. The decision of the arbitrator shall be implemented, if possible, by no later than fourteen (14) calendar days from the date of the receipt of the arbitrator's decision.
9. Grievances must arise and be filed in a timely manner during the term of this agreement in order to be subject to the arbitration process.

#### **ARTICLE V: SICK LEAVE**

The purpose of the individual sick leave program is to provide income protection for the employee to the extent provided in this section during periods of involuntary absence due to incapacitating illness or injury. Paid sick leave shall not be granted to the probationary employee.

**Section 1:** An employee who reports on sick leave must report to the transportation dispatcher no later than one hour prior to their starting time before compensation will be allowed, except in cases of emergency. An employee who has requested sick leave under terms of this clause shall be considered continuously absent and not available for duty until such time as the supervisor shall have been notified by the employee of the intent to return to duty. Such notification shall be made no later than 2:00 p.m. of the day preceding the intended day of return.

**Section 2:** An employee absent due to an illness of members of his family may choose to deduct these days from sick leave. Family is to be defined as father, mother, brother, sister, husband, wife or child. Absence due to extremely serious illness of a parent-in-law or grandparent may also be deducted from sick leave if the employee chooses and receives authorization from the supervisor.



**Section 3:** A medical certificate may be required by the Personnel Department at the employee's expense as evidence of an employee's illness or injury.

**Section 4:** Sick leave accrued shall not be distributed in any of the following cases:

1. Absence on leave without pay
2. Transfer from one classification or department to another
3. Full-time employee recalled from layoff

**Section 5:** The Assistant Superintendent of Personnel and Labor Relations shall certify to the legitimacy of a claim for compensation for absence.

**Section 6:** Accumulated sick leave by an employee prior to the adoption of this policy shall remain in force.

**Section 7:** In the event of a contagious disease, the employee's reinstatement can be made only after medical clearance.

**Section 8:** Of the sick days granted, two (2) may be used as business days, subject to the approval of the supervisor and subject to the availability of a replacement. Any such request, except in case of an emergency, should be made one (1) week prior to the date of absence and shall be in writing. Leave days, as approved, may not be used to extend vacation periods nor as vacation periods in themselves but may be construed to mean used for conditions of emergencies or catastrophes such as:

- a. fire, accident, flood, pallbearer;
- b. required court appearance involving no moral turpitude on the part of the employee;
- c. immediate member of the family leaving for the service;
- d. graduation or wedding of a member of the immediate family or the employee;
- e. death in the immediate family or household, immediate family to mean father, mother, son, daughter, brother, sister, husband, wife, father-in-law, mother-in-law;
- f. emergency doctor's appointments that cannot be scheduled at another time.

**Section 9:** Sick days shall be granted at the rate of one and one-fourth (1-1/4) days per month and sick leave shall be prorated on the average daily hours worked. The number of hours or days of sick leave not used during the year shall be placed to the credit of the employee, as per Appendix A, not to exceed 600 hours in accumulation

**Section 10:** Sick leave is allowed on the basis of one (1) day a month to employees who have been on the payroll less than six (6) months. The payroll department will give an accounting annually of the sick leave credit. Add-ons will not be computed in sick pay unless the add-on was scheduled to be of a thirty (30) working day or longer duration. Field trips or other special runs will not be included when computing sick pay.

**Section 11:** Employees reporting at the beginning of their work period, who are forced to leave because of illness or death in the family, shall be counted absent for the time missed.

**Section 12:** Bereavement Pay: The employee who has a death in the immediate family (parents, spouse, children, brothers and sisters) may be allowed up to three (3) days for bereavement leave. One paid bereavement day will be allowed for grandchildren and grandparents on the scheduled day of the funeral service.

**Section 13:** A bereavement day to attend a funeral for the death of an individual not in the immediate family may be granted upon written request to the immediate supervisor and such time will be deducted from the individual sick leave bank. If no sick leave is available, a bereavement day may be granted without pay.

**Section 14: Sick Leave Usage and Adjustments**

- A. In recognition of employees who utilize sick/business leave each year on a minimal basis, the following benefit will apply:
  - 1. Employees who utilize 0-3 sick or business leave days will be able to take a bonus of two days pay, based on the bid time as of May 1.
  - 2. Employees who utilize 4 sick and/or business days will be able to take a bonus of 1 day pay, based on the bid time as of May 1.
  
- B. If all sick and business time is used and the employee is on deduct time, they will forfeit one-half day from their service pay and/or holiday pay for each deduct day missed. However, there would be no deduct time assessed for long-term absences related to serious health issues or accident of the employee which would have a normally recognized recovery period of twenty work days or more (ie. Major surgery, incapacitating orthopedic injury, major incapacitating illness). Non-consecutive periods of time related to a documented serious chronic illness of an employee and documented as such, will be considered on a case by case basis to determine if the absence should be counted for deduction. Input from the physician will be used in this determination.
  
- C. Drivers who do not have eight (8) hours of scheduled time off between their quitting time and their starting time on the succeeding work day, shall have the option of not reporting to their morning (and noon where appropriate) run and taking sick leave. Employees shall not be disciplined or penalized for exercising this option.

**ARTICLE VI: OCCUPATIONAL DISABILITY**

Any employee in any work classification covered by this Agreement who has been incapacitated at his regular work or by injury or compensable occupational disease, while employed by the Board of Education may be employed in other work in the various departments of the school system, at work he can perform.

Any driver who is off at the end of any particular school year on an extended Worker's Compensation Disability and it has been determined by a letter from a doctor verifying the uncertainty of the individual's return and it is the annual scheduled date to bid bus runs will qualify for the following:

- a. The individual will not be allowed to bid.
- b. When their normal scheduled bid time arrives, the union rep (or designee) and the Transportation Supervisor (or designee) will complete a form verifying the

maximum number of hours available at that time. This determines the qualified hours of the disabled worker.

- c. If the individual is able to return to regular employment, the following will occur.
- i) All state qualifications for school bus drivers must be met.
  - ii) After (i) has been completed, the individual will be used as an extra driver to cover vacancies as assigned by the Transportation Supervisor or designee,
  - iii) The individual will be entitled to all wages and benefits as their qualified hours allow on a pro-rated basis.
  - iv) At the next annual bid date, the individual will return to their position in rotation as determined by seniority and will be allowed to bid.
  - v) Upon return, the extra driver would be able to exercise seniority for trip rosters and bidding on mid-year, including regular and temporary run vacancies.

#### ARTICLE VII: LEAVE OF ABSENCE

**Section 1:** Leaves of absence without pay may be granted for any reasonable causes. The maximum leave of absence shall not exceed thirty (30) working days. No such leave will be granted for the purpose of other employment.

**Section 2:** Any employee on sick leave who has exhausted all sick leave and vacation time and is not receiving any compensation shall be considered to be on sick leave without pay, not on leave of absence without pay. Such leave shall not exceed the period of one year.

**Section 3:** The Board of Education may grant a leave of absence for maternity reasons, without pay, upon written request for such leave and upon proper certification of pregnancy by the employee's physician. Such leave of absence shall be a period of one full school year and may be renewed at the will of the Board. All maternity leaves of absence will begin upon proper certification. Any adjustment to this procedure must be approved by the Director of Personnel and Employee Relations.

**Section 4:** Jury Duty: If any employee is called for jury duty which interferes with the regular work schedule, the employee will receive the regular salary during the employee's service; less the amount received for this jury duty.

#### ARTICLE VIII: GENERAL

**Section 1:** Duly authorized Union representatives may be permitted to transact official union business on school property provided that it shall not interfere with or interrupt normal school operation and that said steward(s) has/have the permission of the Executive Director of Personnel and Employee Relations and building principal to conduct said business and provided no Union views on matters relating to administrative - employee or Board - Union relationships will be discussed in the presence of students and/or the public.

**Section 2:** In order to provide a continuing health protection for students, it is a condition of continual employment that:

Upon initial employment, each employee will be required to have a physical examination certifying that the individual is capable of carrying out the particular assignment. The report of physical examination must be returned to the Personnel Office before employment begins. Each bus driver will have three (3) options for taking the required yearly DOT physical.

- a. The district designated physician at their convenience (by appt.)
- b. Mercy/Memorial Corporate Connection at their convenience (by appt.)
- c. Mercy/Memorial Corporate Connection during a pre-arranged block set aside for Monroe Public School's bus drivers. A statement from a qualified physician regarding the condition of the employee's health may be required whenever such is deemed necessary by the Superintendent of Schools.

**Section 3:** The employees will be allowed to post notices of meetings and other official union notices on bulletin boards and these notices shall not be removed except by representatives of the employees. Notices will not be posted on bulletin boards provided for student or teacher information. Copies of all notices will be forwarded to the appropriate director. If this is not complied with, this article becomes null and void during the life of the contract.

**Section 4:** The Supervisor of Transportation will attempt to maintain the required full-time employee but to maintain efficient emergency conditions, employees will be listed as below:

- a. Full-time employee: An employee who is regularly scheduled to work the full shift on a permanent daily basis.
- b. Substitute employee: A person who takes the place of an employee on a non-permanent, shift-to-shift basis, until the regularly assigned employee returns or is replaced.

**Section 5:** Any employee who is called upon to participate in military service of our country shall at the time such services have been honorably completed, be returned to his position without loss of seniority, time in service to be counted as accumulated seniority. The employee must report for work within ninety (90) calendar days after completing service.

**Section 6:** Safety Provisions - The Board of Education shall provide for the safety and health of its employees and will provide protective devices and other equipment necessary to protect the employee from injury or sickness.

**Section 7:** Garnishment proceedings will conform with State regulations and laws.

**Section 8:** A person to be employed as a school bus driver must meet all of the legal criteria established by the State of Michigan including the rules and regulations as set forth by the Monroe Public Schools and contained in the Bus Drivers' Handbook.

**Section 9:** All new drivers shall be trained by their supervisor or representative and all new drivers or past contracted employees who do not qualify for the operation and driving of all buses shall participate in the Michigan School Bus Drivers' Training School. No reimbursement will be allowed for meetings called by the Supervisor of Transportation or Superintendent for the purpose of safety or general informational meetings.

- Section 10:** All drivers shall take a driver training course when one is made available through, and authorized by, the administration. Attendance at driver training schools held by or under the auspices of the administration, college or state agency, during the time school is in session shall be reimbursed at the driver's regular rate.
- Section 11:** Any defects of the school bus or any defects of auxiliary equipment shall be reported immediately by the driver to the Supervisor of Transportation as soon as observed, on work orders provided by the school.
- Section 12:** Bus drivers shall not allow anyone to drive the bus or act as a substitute for him unless authorized to do so by the Supervisor of Transportation and/or the Superintendent.
- Section 13:** Bus drivers shall not exceed the posted speed limit or the state maximum speed limit of 55 mph for school buses and shall bring the school bus to a full stop before crossing any railroad tracks.
- Section 14:** Current state law prohibits the use of all tobacco products on school property before 6:00 PM. After 6:00 PM tobacco products may only be used in designated areas on school property. At no time will tobacco products be used on school buses. The driver will absolutely abstain from the use of alcoholic beverages and from the use of profane and improper language while on duty. The driver will also use due care and precaution for the protection of the pupils while in the bus and will not allow pupils to board or alight from the bus until the same comes to a full stop.
- Section 15:** Bus drivers will report to the Supervisor of Transportation all cases of improper conduct on the part of the pupils. Drivers shall have a form letter to be issued to parents for cases of improper conduct on the part of students.
- Section 16:** In those cases where traffic tickets have been issued, should a review by the Superintendent of the incident disclose evidence of such ticket having been issued without due cause, if requested by the driver, the Superintendent may recommend legal counsel.
- Section 17:** The Supervisor of Transportation shall notify the Union, bus driver and the Superintendent, in writing, of any deficiency or infraction of the contract and/or handbook. A record shall be maintained by the Supervisor of Transportation of any such deficiencies or infractions.
- Section 18:** Should a driver observe a highway vehicle in violation of traffic laws contrary to good safety practices established for the protection of children, such as passing a bus with the flashing lights on, an attempt should be made to identify the vehicle through obtaining the vehicle license number. In case of flagrant or repeated violations, this vehicle should be reported to the Supervisor of Transportation, who, if he deems advisable, shall contact the owner directly, ask for a contact by the police or in extreme cases, swear out a warrant. This latter shall be done only with the knowledge and consent of the Superintendent and never by the individual driver.
- Section 19:** In the interest of safety, no employee shall be ordered or forced to use defective equipment of any nature in the line of duty that could result in the employee's personal injury or the injury of any other person.
- Section 20:** The employer will reimburse the additional costs over a regular driver's license for a commercial driver's license, excluding road test fees.

**Section 21:** If Monroe Public Schools busses are used for any purpose during the life of this agreement, excluding maintenance or emergency situations, a bargaining unit member shall be used to operate the bus. It is expressly understood that any certified management employee or substitute driver may be used as substitute drivers if no regular driver is available (ie. Current one phone call practice).

### ARTICLE IX: INSURANCE

**Section 1:** In 2005/06 the Board will pay the premiums for the current Teamster Health and Welfare insurance.

**Section 2:** The Board will maintain the current Teamster Health and Welfare insurance in the 2006/07 and 2007/08 years of the contract. The districts' premium cost per member will not exceed \$8,831.92 in 2006/07 and \$10,039.66 per member in 2007/08. All members will pay the additional annual premium cost through payroll deduction.

**Section 3:** Contributions to Teamsters Health and Welfare Plan will be made once a month in accordance with the plan document for each employee covered by the Agreement. Bus Drivers will be covered on a twelve (12) months per year basis. Any additional premium cost required to be paid by members shall be allocated over the regular school year pay periods. Except as required by FMLA, employees granted a leave of absence shall be required to pay premiums according to District procedures to continue coverage during the period of absence. Health and Welfare benefits will be paid for employees who are on sick leave because of illness for three months and for one (1) year in the event of occupational injury. Employees will be required to make any required employee co-pays for coverage to continue during these periods. Upon termination of the period of eligibility for this benefit, the employee will make payments directly to Monroe Public Schools or the plan administrator for the entire premium amount if they wish to continue the benefit.

### ARTICLE X: WORKING CONDITIONS

**Section 1:** Overtime: Overtime shall be allowed and must be approved by the supervisor in advance. Overtime pay shall be based on 1-1/2 time the employee's regular pay for all time worked after eight (8) hours per day or beyond 40 hours per week.

**Section 2:** Paid for Time: All employees covered by this Agreement shall be paid for all time spent in the service of the employer. Time shall be computed from the time the employee is registered in and until the employee is released from duty. All runs will be posted with a specific start time. Any add-ons assigned prior to that specific start time will be paid as extra time. It is expected that all drivers will remain available for service for any time before or after the actual run time during this set block of time. All drivers arriving to work at their regular time and school has been delayed, will be paid for 2 hours or the actual time worked, whichever is greater. Any driver arriving to work no more than 45 minutes prior to the scheduled start, and school has been cancelled, shall be paid 2 hours. If the district makes a mistake in assigning a run, the harmed driver shall be offered the next run of equal time, plus 30 minutes.

**Section 3:** Pay Days: Pay days will fall on every other Friday during the school year, July-June.

**Section 4:** The number of working days per year for bus drivers will be the number of basic days established by the Board of Education as days in session. In addition, eight (8) hours are allowed at the beginning of the school year. Utilization of this time will be determined by the employer; which time shall include, but not be limited to, orientation, bidding, and staff development. Also, drivers will run a practice route prior to school beginning. An employee may request consideration to waive the practice run due to familiarity with the run. The transportation supervisor will make such determination. Bus drivers are compensated for any inclement weather days not to be made up through additional holidays listed in Article XI, Section I. A driver who is paid unemployment compensation benefits for an inclement weather day to be made up at a later time will be paid on the make-up day according to a rate such that his/her unemployment compensation plus the rate paid on the make-up day will be equal to the total he/she would have normally earned had the day been worked as scheduled. Bus drivers will be required to drive any rescheduled day for which the driver will receive their usual hourly rate. If the state legislature increases its current grace day definition beyond the current two (2) days, the parties shall re-open and discuss this section of the contract (Article XI - Section 1 and 2).

**Section 5:** All drivers for field trips shall be paid at the regular rate of pay. The administration, where practical, may elect to split field trips with the right of the original driver to make the return trip. Drivers for field trips shall be selected from the appropriate roster on a rotating basis in the order in which the requests are received and may be taken from their regular runs. A list of proposed drivers for current field trips will be posted by 6:00 AM the day prior to the trip. If a driver fails to accept the assigned trip, or they fail to notify the dispatcher immediately after their morning run, they will lose their turn in the rotation.

**Section 6:** Field trips shall be assigned as follows:

- A. Regular Work Day Roster: This is when school is in session for Monroe Public Schools. This roster will be continuously rotated. (If a cancellation occurs at the end of the school year, the driver will be first out in accordance with the cancellation language.)
- B. Weekend and Holiday Roster: This is for weekend trips and those trips scheduled on holidays or no school days for Monroe Public Schools. This roster continuously rotates.
- C. Summer roster: irrespective of day of the week for the trip. If an emergency trip becomes available and a person has to pass, they won't lose their turn in rotation. This roster will be continuously rotated. If a cancellation occurs at the end of the summer, the driver will be the first out the following summer in accordance with the cancellation language found in Article X, section 7.

When no driver is available from the appropriate above seniority list, the Board has the authority to contract this service to an agency or to a substitute driver of its choice.

- D. An emergency trip is any field trip requested after 3:00 PM of the day prior to the trip or on the same day as the trip. They will be offered to the next eligible driver from the appropriate posted roster. If an emergency trip is cancelled, the assigned driver will be guaranteed the regular run hours for that portion of the day, or time worked, whichever is greater.
- E. On non-school day trips, if a driver is not notified of a trip cancellation before arriving at the point of pickup, the driver will be paid 2 hours and be the first out for the next trip.
- F. Drivers on the field trip roster must be at work the work day preceding the day of the trip otherwise the trip will be assigned to the next appropriate driver.

**Section 7:** There shall be a two and one-half (2-1/2) hour minimum pay for all field trips. A one-half (1/2) hour additional time will be paid for clean-up, gassing, and performing a safety inspection of the bus only if the trip is actually run. If the trip is not run, the driver has the option to receive two and one-half (2-1/2) hours pay under this section or waive it and the drivers name will be added to the next appropriate roster. On a multiple bus field trip, if there is a cancellation of one or more of the busses originally requested, the drivers will be offered the option of running the trip, taking the two and one-half (2 ½ ) hour option, or taking the next trip out on the field trip roster, in the order they accepted the field trip. Such decision must be made by the next days' bid deadline. Drivers who take an overnight field trip shall be paid for all hours worked, but not less than eight (8) hours of work time, including any regular assigned work for any day on which the field trip is scheduled.

**Section 8:** Any field trip sponsored as a school activity but paid for by the students, shall be arranged following a vote by the students involved as to whether the school vehicles and drivers shall be used or a contract let with an outside agency. There will be a one day advance notice on all field trips except in an emergency. If the driver is not at work to accept the one-day notice, the trip will be assigned to another driver.

**Section 9:** Bus drivers assigned to the morning runs are paid one-half (1/2) hour, in their time allowance, for express purpose of clean up , gassing and performing a safety inspection of the bus. Failure to perform such duties by the regularly assigned driver will result in these duties being assigned to other personnel with an appropriate deduction in the driver's salary.

**Section 10:** Bus Driver's Rate: The rate of pay will remain as below until all factors are known to be able to apply the salary compensation formulated below.

Current Employees

New Employees  
(first 90 days)



July 2005 - June 2006	\$15.60	\$14.85
July 2006 – June 2007	\$16.07	\$15.30
July 2007 – June 2008	\$16.55	\$15.76

### Compensation Formula

For the 2005/2006 fiscal year the basic salary schedule will be set at 1% of the wage scale. In the subsequent years of this master agreement the formula will be enacted based on a total package concept with an adjustment based upon the official FTE September enrollments as outlined below.

For subsequent years of the master agreement there shall be a salary adjustment. It is the intent of the parties to use the following formula as a guide to determine the total compensation package with a minimum wage increase of 3.0% each year. If the criteria below computes to an increase higher than 3.0%, the bargaining unit members will receive the higher increase.

1. The total compensation package percentage shall increase the same as the per pupil basic foundation grant with the following provisions:
  - a. Shall include the costs of any mandated programs.
  - b. Shall include other fixed costs including but not limited to, retirement, FICA, increments, classification changes, worker compensation, and all personnel costs related to this bargaining group.
  - c. Also to be considered and included is the student count for any adjustments after verification of the fall count as follows:
    - For 2006/07 we will use the official count from September 2005 as verified by the ISD as the base. The same concept will be used in 2007/08.
    - If at the official September student count we fall 50-100 less students (FTE's) than in the base above, there will be a proportionate reduction of ½% on the salary base.
    - If at the official September student count we increase 50-100 more students (FTE's) than in the base above, there will be a proportionate increase of ½% on the salary base.
    - Staffing increases or decreases will be absorbed first. Every attempt will be made to absorb the loss through attrition before reducing the compensation package.
    - Adjustments in the compensation package in these years will be determined and implemented by or before the first pay period in December.

- It is understood that any negative impact on wages by this formula will not allow for salaries to be reduced below the guaranteed minimum. In addition, once wages are set by the formula for the fiscal year, the salary will not be reduced.
2. A further factor to be considered will be the general fund balance as determined by the district's independent auditor. As each year's audit is completed and reported to the Board any increase in the fund balance in excess of 10% of the budget (based upon unexpended funds remaining after all liabilities covered) shall be shared as follows:
- a. Budget carryover for buildings and major departments (not to exceed in the aggregate, 15% of the fund equity), as well as the warehouse inventory is exempt and will not be counted as excess. In addition, the 1997 audited carryover for computers and professional development which is not expended will not be counted as excess.
  - b. 50% of the excess over 10% of the budget will be shared with the bargaining unit group based upon a formula utilizing a pro rata percentage of the Teamster compensation package percentage of the district compensation budget.
  - c. For each year the employee has been a bargaining unit employee for Monroe Public Schools, the employee will receive 1 point including their current year. The total points will be added together and divided by the available amount of dollars and the dollar amount will be assigned to each point. Whatever number of points each employee has will determine their pay-out with every effort to be completed in December of the current year.
  - d. Any stipend under this section will not increase an employee's salary for the following year and a stipend paid in one year should not create an expectation of any stipends being paid in future years.
3. The parties recognize that any dispute which arises from the application of this salary computation formula shall be processed through negotiation, mediation/fact finding, not the grievance procedure.

**Longevity:**

Longevity will be paid on the following scale commencing: On the first July 1<sup>st</sup> for those hired between July 1 and December 31; and on the second July 1<sup>st</sup> for those hired between January 1 and June 30.

- 1. \$.10 per hour after 5 years of service
- 2. \$.15 per hour after 10 years of service.
- 3. \$.20 after 15 years of service.

**Section 11: Route Establishment:** All necessary route changes will be completed by September 30 of each year. Final route assignments will be subject to the length of employment ability and suitability of the bus driver. The Board reserves the right to eliminate or adjust run assignments at any time. When it is necessary to assign additional work to a run after bid day, it shall be assigned to the most appropriate senior driver, as determined by management. The stewards shall be notified of all permanent time added to bid runs.

- Section 12:** There shall be a two (2) hour minimum pay on all morning, noon and afternoon runs.
- Section 13:** Drivers of physically handicapped orthopedic students will receive a helper, if they request one, to help them physically handle wheelchairs and students.
- Section 14:** When a driver is believed to be absent for more than 30 calendar days, their run will be posted for temporary bid. Drivers eligible will be drivers who would be bidding on more time than the run they were currently on. A driver may not bid on a temporary run for the same number of hours. When the run is awarded to another driver, their run will be filled by a substitute driver. The driver filling the temporary run would then return to their original run when the absent driver returns. This procedure will involve only one bidding process, it will not result in a "domino effect."  
Employees who bid a temporary run will not be bound by Article II, Section 5 (Eligibility to bid if the opportunity to bid on a regular run occurs).
- Section 15:** Temporary Run Compensation: When a driver is working on a temporary bid run or if a driver is assigned to a permanent irregular run (different hours during the week) they shall be compensated at the number of hours they are scheduled to work. Fringe benefits including sick pay and jury duty will be compensated at the same number of hours as the driver would have worked that day. If the driver is on a temporary run the regular work day immediately preceding and following a holiday the driver will be paid at the level of the temporary bid run. Service pay will be computed on a prorated basis, taking into account the length of time that a driver is assigned to a temporary bid run.
- Section 16:** Add-ons are extra duties performed by appropriate drivers either before or after their regular bid run. If an add-on is scheduled within their paid time, the lowest seniority appropriate driver will be used. If additional time will be paid for the add-on, the highest seniority appropriate driver will be used. When a driver is assigned a field trip and can take a portion of a run, they will be paid only for the time worked. Management has the sole and exclusive right to determine the appropriate driver by schedule and location.
- Section 17:** Any run which officially is set as a four day run will be bid with a fifth day as the first sub out and that driver will receive the regular rate for any hours driven as the first sub out, with a minimum of 4 hours.
- Section 18:** Beginning in 2006/2007 the membership may vote to bid noon runs separately. The union will notify management by June 1 of each year if noon runs will be bid separately.
- Section 19:** Drivers shall be paid for time involved in mandatory drug testing.

#### ARTICLE XI: HOLIDAYS

- Section 1:** The following named holidays shall be paid for at the rate of bid run for regular drivers: Good Friday, Memorial Day, Labor Day, Thanksgiving Day and the day

after Thanksgiving, Christmas Eve Day, Christmas Day and New Years Day. **Beginning in 1994/95 the following paid holidays are recognized as compensation for any inclement days that are not scheduled to be made up: Day after Christmas, Day after Easter, New Year's Eve day.** In order to qualify for holiday pay, it is provided that the regular employee must work the regular work day immediately preceding and following the holiday, if said employee is requested to do so. Employees who are serving their thirty (30) working days probationary period are not entitled to holiday pay for holidays falling within such probationary period.

**Section 2:** Holiday pay for employees of less than twelve (12) months shall be paid, prorated on the employee's daily hours worked, not to exceed eight (8) hours per day, for the holidays: Good Friday, Memorial Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve Day, Christmas Day and New Years Day. Beginning in 1994/95 the following paid holidays are recognized as compensation for any inclement days that are not scheduled to be made up: New Year's Eve Day, Day after Christmas, Day after Easter. In order to qualify for holiday pay, it is provided that the regularly contracted employee must work the regular work day immediately preceding and following the holiday, if said employee is requested to do so. Employees who are serving their probationary period are not entitled to holiday pay for holidays falling within such probationary period.

## ARTICLE XII: SERVICE PAY

**Section 1:** Regularly contracted bus drivers will be granted a service pay on the following basis:

- A. For employees acquiring seniority before July 1, 1980:
- (1) Five days will be granted for all employees after one full year of employment (for example, if an employee is contracted for six (6) hours per day, the employee shall be paid for five (5) days at the established rate for six (6) hours per day).
  - (2) Six (6) days will be granted for all employees after six (6) full years of employment (for example, if an employee is contracted for six (6) hours per day, the employee shall be paid for six days at the established rate for six hours per day).
  - (3) Seven (7) days will be granted for all employees after seven (7) full years of employment (for example, if an employee is contracted for six (6) hours per day, the employee shall be paid for seven (7) days at the established rate for six (6) hours per day).
  - (4) Eight (8) days will be granted for all employees after eight (8) full years of employment basis (for example, if an employee is contracted for six (6) hours per day, the employee shall be paid for eight (8) days at the established rate for six (6) hours per day).
  - (5) Nine days will be granted for all employees after nine full years of employment (for example, if an employee is contracted for six (6) hours per day, the employee shall be paid for nine days at the established rate of six (6) hours per day).
- B. For employees acquiring seniority after July 1, 1980:
- (1) One day will be granted for all employees after one full year of employment (for example, if an employee is contracted for six (6) hours

per day, the employee shall be paid for one day at the established rate for six (6) hours per day).

(2) Two days will be granted for all employees after two full years of employment (for example, if an employee is contracted for six (6) hours per day, the employee shall be paid for two days at the established rate for six (6) hours per day).

(3) Three days will be granted for all employees after three full years of employment (for example, if an employee is contracted for six (6) hours per day, the employee shall be paid for three days at the established rate for six (6) hours per day).

(4) Four days will be granted for all employees after four full years of employment (for example, if an employee is contracted for six (6) hours per day, the employee shall be paid for four days at the established rate for six (6) hours per day).

(5) Five days will be granted for all employees after five full years of employment (for example, if an employee is contracted for six (6) hours per day, the employee shall be paid for five days at the established rate for six (6) hours per day).

(6) Six days will be granted for all employees after six full years of employment (for example, if an employee is contracted for six (6) hours per day, the employee shall be paid for six days at the established rate for six (6) hours per day).

(7) Seven days will be granted for all employees after seven full years of employment (for example, if an employee is contracted for six (6) hours per day, the employee shall be paid for seven days at the established rate for six (6) hours per day).

(8) Eight days will be granted for all employees after eight full years of employment (for example, if an employee is contracted for six (6) hours per day, the employee shall be paid for eight days at the established rate for six (6) hours per day).

**Section 2:** Service pay must be earned before it will be paid. All regularly contracted bus drivers who have completed one year as of September 1, shall be entitled to service pay based on the bid hours as of May 1.

**ARTICLE XIII: RETIREMENT POLICY**

- Section 1:** Employees who reach the age of 55 and are eligible to retire under Michigan Retirement Law will submit to the Board a written notice of intention to retire at least sixty (60) days prior to the date of planned retirement
- Section 2:** Effective with the school year 1977-78 the employees shall have a non-contributory retirement plan which will be paid by the Monroe Public Schools District.
- Section 3:** If an employee retires after 10 years of service (and is eligible for Michigan Public School Employees Retirement System), the employee shall receive terminal pay in the amount of his/her daily rate multiplied by one-half of the accumulated sick leave.

**ARTICLE XIV: SEVERABILITY AND SAVINGS CLAUSE**

If any Article or Section of the Agreement or of any riders thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement and of any rider thereto or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby may enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

**ARTICLE XV: BOARD'S RIGHTS**

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other laws or regulations. Except as specifically stated by this Agreement all the rights, powers and authority the Board had prior to this Agreement are retained by the Board. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitations, the right to:

1. Manage and control its business, its equipment and its operation and to direct the working forces and the affairs of the Board.
2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement and the right to establish, modify or change any work or business or school hours or days.

3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees but not conflict with the provisions of this Agreement.
4. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof or change therein, the institution of new and/or improved methods or changes therein.
5. Adopt rules and regulations.
6. Determine the qualifications of employees, including physical condition.
7. Determine the placement of operation; production service, maintenance or distribution of work and the source of materials and supplies.
8. The Board shall continue to have exclusive right to establish, modify or change any condition except those covered by provisions of this Master Agreement.
9. To establish course of instruction and in-service training programs for employees and to require attendance at any workshop, conference, etc., by employees, including special programs.
10. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees and the promulgation of said rules and regulations are not subject to the grievance procedure.

***The above are not to be interpreted as abridging or conflicting with any specific provisions in this Agreement.***

**Section 1:** This Agreement shall be in full force and effect from July 1, 2005, and shall continue in full force and effect until June 30, 2008, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

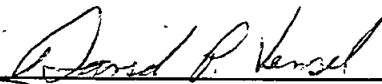
**Section 2:** It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to June 30, 2008, advising that such party desires to continue this agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their requests for revisions if the parties fail to agree thereon.

**Section 3:** It is further agreed by the parties hereto that upon receiving proper cancellation notice or amendment notice to this Agreement, the parties agree to start negotiations at least forty-five (45) days before the expiration or amendment date of this Agreement.

**Section 4:** In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time prior to the termination of automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this section, the expiration date of this Agreement shall be the sixty-first day following such notice.

**Section 5:** In the event of war, declaration of emergency or imposition of civilian controls during the life of this Agreement, either party may reopen the same upon (60) days written notice and request renegotiations of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revisions. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

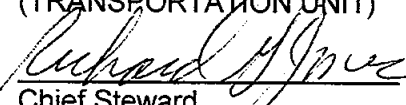
MONROE BOARD OF EDUCATION

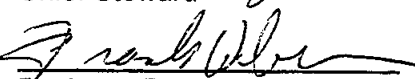
  
Board President

  
Superintendent

11/22/2005  
Date

TEAMSTERS LOCAL 214  
(TRANSPORTATION UNIT)

  
Chief Steward

  
Business Representative

May 5, 06  
Date



**APPENDIX A**

## Bus Drivers

<u>Days Used</u>	<u>Days Paid</u>	<u>Days Placed in Sick Bank</u>
0	6	6 1/2
1	5	6 1/2
2	4	6 1/2
3	3	6 1/2
4	2	6 1/2
5	1	6 1/2
6	0	6 1/2
7	0	5 1/2
8	0	4 1/2
9	0	3 1/2
10	0	2 1/2
11	0	1 1/2
12	0	1/2

This appendix does not apply until the employee has accumulated 600 hours in their personal sick bank. The number of hours or days of sick leave not used during the year shall be placed to the credit of the employee, not to exceed 600 hours accumulation. If an employee has sick leave accumulation of 600 hours, all days and hours left over that amount will be paid after the end of the school year at the rate of \$9.54 per hour. This amount will increase by the same percentage as the base salary each year.

**APPENDIX B**  
**CONTINUING CONTRACT REVIEW**

1. The Board and the Union mutually agree that the terms and conditions set forth in this Agreement represent the full and the complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in an amendment hereto.
  
2. An Implementation Committee shall be formed for the purpose of reviewing the working effectiveness of the contract and to attempt to resolve problems that might arise in its implementation.
  - a. The Implementation Committee shall be composed of not more than two (2) representatives of the Employer appointed by the Superintendent, and not more than two (2) representatives who have served as bargaining members of the Union.
  - b. The Implementation Committee will meet as necessary as requested by either party. These meetings are not intended to bypass the grievance procedure.
  - c. All meetings between the parties will be scheduled to take place as promptly as possible, at times when the drivers involved are free from assigned responsibilities (unless otherwise mutually agreed).
  - d. Each party will submit to the other at least one (1) week prior to the meeting, an agenda covering what they wish to discuss.
  - e. Failure to reach mutual agreement on any item discussed shall not constitute an unfair labor practice or be the basis for a grievance.
  - f. Salary items shall not be considered under terms of this Article.
  - g. Items considered under this Article shall not be subject to the mediation of fact-finding procedures of Public Act 379.
  
3. Should the efforts of the Implementation Committee result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the Union.

**Letter of Understanding**

**Not Calling in on Time – 2002**

The following practice will change the current past practice of a driver losing a full days' pay for not calling in on time or not showing up for a morning run.

On the first incident of not reporting for a portion of a drivers' run the driver would not work that portion of their run. For example, if a driver does not report for the morning portion of their run they will not be offered that portion of their run and would not be paid for the time missed. A verbal warning would be given to the driver.

On the second incident of not reporting for a portion of a drivers' run the driver would not work the remainder of the day and lose the equivalent amount of pay. A written warning would also be given to the driver.

On the third and subsequent incidents, further appropriate progressive discipline action would be taken, which would include suspension without pay up to and including discharge.

Past discipline will not be considered after one year, using a rolling calendar, from the date of the most current incident. The driver will begin at the level of the most current discipline for this 12 month period.

**Letter Of Understanding**

**Use of Unpaid Days For Family Illness – 2002**

Employees may request up to 5 unpaid leave days per year to attend to the illness or other medical needs of a family member as defined in Article V section 2. The request must be in writing and will require a doctor's verification of the need for the employee to care for the above identified family member (upon return to work). These days then would not count as deduct time in implementing Article V section 14, subsection B.

**LETTER OF UNDERSTANDING  
NOON ROSTER – Updated 2004**

There will be a separate kindergarten roster, consisting of available drivers wishing to substitute drive for a regular kindergarten or special ed driver who is absent.

- a) The only sign-up time is at the beginning of each semester. Exceptions will be for union drivers who permanently bid off a noon run and sub drivers becoming a union driver after bid day.
- b) The noon roster will be posted. When a noon run becomes available the dispatcher will notify an appropriate number of drivers to cover the run.
- c) No driver may accept a noon run which will place them in an overtime situation. If this situation occurs, that driver will get the next eligible run.
- d) A driver will have 4 unexcused passes before their name will be permanently removed from the list for the school year.

- e) Once a driver gets a substitute noon run, they shall keep it until the regular driver returns.
- f) Any noon run which becomes available will be assigned to a regular driver. If regular drivers are unavailable, the noon run will be assigned from the sub list.
- g) The current Discovery and vocational runs will not be covered by this proposal.
- h) If a temporary bid situation arises and results in a run which includes a kindergarten run going to a sub driver that kindergarten run will be pulled and put up for bid to eligible drivers.

Excused absences are:

- a. Approved leaves of absence
- b. Sick Day
- c. Bereavement Day
- d. Approved Business Day
- e. If that run places a driver over 8 hours.
- f. If not available because of doctor's appointment and a doctor's slip is provided.
- g. If a driver signs up for a trip for that day from the trip roster.

#### **2005 Revision to Noon Run**

If the temporary noon run driver has to be off the noon run less than five (5) working days, that driver will go back on the current assigned noon run.

If the temporary noon run driver is off five (5) or more working days, that driver will lose the current assigned noon run.