

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made as of the date hereinafter set forth by and between the PLAINWELL COMMUNITY SCHOOLS, Counties of Allegan, Barry and Kalamazoo, Michigan (hereinafter called the "Employer") and Local 517M of the SERVICE EMPLOYEES INTERNATIONAL UNION, (hereinafter called the "Union");

WITNESSETH:

ARTICLE 1

PURPOSE AND RECOGNITION

1.1 **Purpose.** The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

1.2 **Recognition.** The Employer recognizes the Union as the exclusive representative of all the employees in the bargaining unit in respect to rates off pay, wages, hours of employment, or other conditions of employment.

1.3 **Employee Defined.** The word "Employee" as used herein shall mean all regular full-time and part-time bus drivers, excluding substitutes and all other employees.

1.4 **Limitations.** The purposes of which recognition is granted and the definition of the bargaining unit shall in all particulars conform to the certification of the Michigan Employment Relations Commission and the provisions of applicable law.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 **Reservation of Rights.** The Employer, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their suspension or dismissal; and to promote, and transfer all such employees;

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

- 2.2 **Productivity and Contracting.** The parties recognize the Employer's obligation to the public to acquire, utilize, maintain and preserve at a reasonable cost the vehicles used for transporting students and others. According, nothing in this Agreement shall limit the right of the Employer to use such equipment, techniques and procedures or to contract or sub-contract work as the Employer may determine to be in the best interest of the public, provided, however, that the Employer shall not exercise such right for the purpose of undermining the Union or discriminating against any of its members.
- 2.3 **Jurisdiction.** In addition to the rights of the Employer set forth in other provisions of this Agreement, the Employer shall have the right to employ or otherwise engage the services of persons not covered by this Agreement for the purpose of instructional training, job evaluation, or emergencies.
- 2.4 Nothing contained in this Agreement shall be construed to require the Board to offer overtime.

ARTICLE 3

UNION RIGHTS AND RESPONSIBILITIES AND UNION SECURITY

3.1 **Union Rights.** The Union shall have, in addition to other rights expressly set forth herein or provided by statute, the following right:

3.11 **Meeting Facilities.** The use of school facilities at reasonable hours for meetings provided that such uses shall be without cost to the Employer and shall not interfere with the primary educational use of the facilities. The Union agrees to abide by the rules and regulations established by the Employer for the use of school facilities.

3.12 **Employee Communications.** The Union shall have the right to communicate with bargaining unit members through the use of designated bulletin boards, or sections thereof, or the reasonable use of the Employer mail service. All materials shall bear the name of the Union and the name of the person authorizing the posting or the distribution thereof. No Union materials of any kind shall be displayed on or about the physical facilities of the Employer except on the designated bulletin boards and no displayed materials shall be derogatory to the Employer or to any employee. The Union shall save and hold the Employer harmless from any and all expense or liability whatsoever arising out of the preparation and/or use of any such materials.

3.2 Union Responsibilities. The Union shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities:

3.21 Union Representatives. The Union shall promptly notify the Employer in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.

3.22 Concerted Activities. The Union agrees that it will be good faith cooperate with the Employer in attempting to assure that reasonable works standards and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer. The provisions of this section shall remain in effect until such time as this Agreement shall be superseded by a new Agreement between the parties.

3.23 Union Activities. Except by the expressed agreement of the Employer, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any Union activities whatsoever, provided, however, that this provision shall not prevent the authorized representatives of the Union from having such reasonable contact with the members of the Union as shall be necessary to ascertain that the terms of this Agreement are being observed.

ARTICLE 4

EMPLOYEE CONDUCT AND DISCIPLINE

4.1 Employee Conduct. Although the parties acknowledge the difficulty of completely and precisely defining the proper standards of conduct for each employee, it is recognized that they include the following:

- A. The performance of all duties with reasonable diligence and in a professional driver-like manner.
- B. The prompt notification to the Employer of any physical or mental conditions of the employee which may temporarily or permanently impair the ability of the employee to adequately discharge his/her responsibilities.
- C. The prompt notification of the Employer of any defective or unsafe condition in the school buses and other motor vehicles owned or under the jurisdiction of the School District which may cause injury or damage to students and others, or which may be required in order to provide proper maintenance.

- D. The prompt notification of the Employer of any misuse, abuse or illegal use of any of the school buses or motor vehicles used by bargaining unit members in the normal course of their duties.
- E. The avoidance of tardiness or absence, including the reasonable anticipation of any event which will necessarily result in tardiness or absence, and the prompt reporting of any such tardiness or absence to the Employer. In this connection, it is understood that the Employer has the right to expect and require regular attendance on the job. An employee's attendance record may be considered in determining qualifications for vacancies or continuation of employment when absences are deemed to be excessive by the Employer.
- F. The avoidance of outside employment or other competing activities which may reasonably impair the ability of any such employee to adequately discharge his/her duties.
- G. The avoidance of any activity which:
 - 1. Is contrary to the best interest of the Employer and its responsibility to the public for the education, safety and well-being of students and other persons who may use its facilities and equipment, including school buses, and the proper preservation of public property, or
 - 2. Is contrary to honesty and prevailing standards of ethical behavior.
- H. The compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to this Agreement, including rules and regulations which may be from time to time adopted by the Employer, which rules shall be conclusively deemed to be reasonable of no objection thereto has been filed in writing by the Union within ten (10) days after posting.

4.2 Disciplinary Action. Any employee who shall fail to maintain proper standards of conduct or to discharge his/her responsibilities shall be subject to such disciplinary action as the employer shall determine, including but not confined to:

- 1. An oral or written reprimand
- 2. Forfeiture of compensation or benefits
- 3. Suspension
- 4. Demotion
- 5. Discharge

Discipline (except as the seriousness of an offense in the opinion of the Employer shall otherwise require) shall be progressively applied. An employee shall have the right to defend him/herself in any disciplinary proceedings. The Union shall be notified in writing of any dismissal or suspension. All dismissals or suspensions shall be without pay.

4.3 Disciplinary Records. The Employer shall not release a disciplinary report, letter of reprimand, or other disciplinary action to a third party except for the reasons set forth in Section 6 of the Bullard-Plawecki Employee Right to Know Act.

4.4 Discipline. If it should be necessary to discipline an employee, or discuss a matter with an employee that could lead to discipline, such discussion shall be behind closed doors.

4.5 Employee Evaluation. The Board has delegated to the administrative staff the responsibility for evaluating the performance of employees on a continuing basis. The primary purpose of performance evaluation is to identify specific ways an employee may increase effectiveness and safety in their job and as a member of the school community. The goal of performance evaluation is to strengthen and promote the effectiveness of the total educational program of the District. It is not the intent of Plainwell Community Schools to use this performance evaluation as a means to discipline. To achieve the purposes and attain the goals of performance evaluation, particularly with respect to the Transportation Department, it is agreed that the evaluation of employees in the discharge of their assignments shall conform to following guidelines, namely;

General Procedure

- A.** All annual monitoring or observation of the performance of the employee shall be conducted openly and with the full knowledge of the employee.
- B.** If an employee has been assigned involuntarily to assignments outside the scope of such employee's certification or job description, such fact shall be affirmatively shown on a formal evaluation.
- C.** In order for each employee to understand the basis on which his/her professional performance will be evaluated, a copy of the evaluation form (Schedule B) to be used shall be furnished to the employee before the conducting the monitoring or observation. Where deemed appropriate by the employee, the observation shall be preceded by a pre-observation conference.
- D.** All observations conducted for the purpose of preparing a written evaluation shall be completed within four (4) weeks from the date of the first evaluation. The evaluator shall then prepare a written evaluation following the observation (s) on the basis of which the employee's performance will be evaluated. Upon completion of the written evaluation, the evaluator and the employee shall confer for the purpose of reviewing the results of the written evaluation. The conference shall be scheduled at a mutual convenience of the evaluator and the employee but not later than twenty (20) work days from the date of the last observation. Upon completion of the conference, the employee shall sign the completed evaluation form. The employee shall be given a copy of the completed evaluation.

4.6 Employee Notification

Any formal complaint made against an employee by any parent, student, or other person will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee may not be used in any disciplinary action against the employee. Such complaint will be signed by the employee before being put in their personnel file.

ARTICLE 5

SENIORITY

5.1 Probationary Period. A new employee shall be in a probationary period for the first ninety (90) work days except that experienced drivers shall complete a probationary period of not less than thirty (30) work days. There shall be no seniority for probationary employees, and such employees, including laid-off, suspended, or discharged probationary employees, shall have no recourse to the terms of this Agreement.

5.2 Seniority Defined. Seniority shall be measured from the date that an employee first performed services for the Employer as a regular driver. If two (2) or more employees have the same service date, the employee having the lowest last four (4) digits of his/her Social Security Number shall be deemed to be most senior. For the purpose of this section "service date" shall mean the date when the employee first provided services for the Employer after the last interruption of service, if the employee has been employed more than once with the Employer. A break in service of not more than one (1) calendar year or an authorized leave of absence shall not be an interruption of service but such period shall not be included in the determination of total amount of seniority.

5.3 Seniority List. The Employer shall prepare and maintain a seniority list, a copy of which shall be furnished to the Union upon request. The names of all employees in the bargaining unit at the time of the preparation of the seniority list shall be listed on order of their service dates starting with the employee with the greatest amount of seniority at the top of the list.

5.4 Loss of Seniority. Seniority shall be lost if the employee:

5.41 Voluntarily quits or retires;

5.42 Is voluntarily terminated and the termination is not reversed through the procedure set forth in this Agreement;

5.43 If the employee has been on layoff status for a period of one (1) year

5.44 Takes an unauthorized leave of absence, or fails to return from an authorized leave of absence on the agreed upon date, unless the Employer and the employee shall otherwise expressly agree in writing; or

5.45 Otherwise terminates his/her employment relationship with the Employer.

ARTICLE 6

GRIEVANCE PROCEDURE

6.1 Objectives. It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation of this Agreement which has not been resolved through the use of normal administrative procedures.

6.2 Grievance Levels.

6.21 Informal Adjustment. Prior to filing a written grievance, the Grievant shall meet with the grievant's immediate supervisor or the person against whom such grievance is to be asserted for the purpose of attempting to adjust such alleged grievance without further proceedings. The request for the meeting must be made within five (5) days from the time of the event or the time the Grievant reasonably should have known of the event. A meeting scheduled for the purpose of informal adjustment of any alleged grievance may be held during non-driving hours of the employee.

6.22 Written Grievance. If the grievance is not satisfactorily resolved at the informal conference, the Grievant shall have ten (10) days within which to file a written grievance with the Director of Transportation, which grievance shall include:

- A. An identification of the Grievant(s);
- B. The facts upon which the grievance is based;
- C. The applicable portion(s) of the Agreement allegedly violated;
- D. The specific relief requested;
- E. The date of the grievance; and
- F. The signature of the Grievant.

The Director of Transportation shall respond in writing to the grievant within ten (10) days from receipt of the grievance.

6.23 Formal Conference. If the reply is not satisfactory and a request is made by the Grievant within ten (10) days from the receipt of the reply, a formal conference shall be held within ten (10) days from receipt of such request. The purpose of the formal conference shall be to seek a positive and constructive disposition of the grievance and to avoid the necessity for further

proceedings. The conferences shall not exceed six (6) persons: three (3) representing the Employer and three (3) representing the Union. Any mutual agreement as to the disposition of the grievance shall be in writing. If the grievance is not satisfactorily resolved, the conference shall be adjourned and reconvened with a state mediator if requested by both the Employer and the Union. If the claim is not settled by agreement, the Employer shall file a reply within ten (10) days after the completion of the formal conference or of mediation, whichever shall occur last.

6.24 Arbitration. If the grievance is not satisfactorily resolved at the formal conference/mediation level, the grievance may be submitted by the Union to arbitration if such request is made within thirty (30) days from the receipt of the formal conference reply. The arbitrator shall be selected and the hearing conducted in accordance with the following guidelines, namely;

- A. The arbitrator shall be selected by mutual agreement. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service and the hearing conducted in accordance with the rules of The American Arbitration Association, provided that the proposed arbitrator shall reside or have his place of business in the State of Michigan.
- B. The rules of evidence as applied in a non-jury civil case in Circuit Court shall be followed as far as predictable, but the arbitrator may admit and give probative effect to evidence of a type commonly relied upon by a reasonably prudent person in the conduct of his affairs. Irrelevant, immaterial or unduly repetitious evidence may be excluded.
- C. The arbitrator shall not have the authority to vary the terms of the Agreement or to determine that any provision is unconstitutional or contrary to any federal or state law or regulation, it being expressly agreed that any such determination shall be made by a court of law.
- D. The arbitrator shall render his written decision within thirty (30) calendar days from the conclusion of the hearing unless extended by mutual agreement of the parties, which decision shall separately set forth his specific findings of fact, decision, and award.
- E. Either party shall have the right within twenty (20) calendar days from the receipt of the decision of the arbitrator to apply to a court of competent jurisdiction for a rehearing of the grievance both as to the facts and the law, provided, however, that if application is not made within such time, the decision of the arbitrator shall be final and binding upon the parties.

6.3 General Procedures:

6.31 Definitions. As used in Article, the word:

- A. "Grievant" means the party or employee filing the grievance. If a Grievant is an employee, the employee shall have the right to personally attend each conference or

hearing and/or have an authorized representative present.

- B. "Party" means the Employer or the Union, or an authorized representative of either the Employer or the Union.
- C. "Event" means the act or omission which the Grievant alleges violates one or more provisions of this Agreement.
- D. "Day" means a calendar day except Saturday, Sunday or a scheduled holiday.
- E. "Unit Claim" means a grievance involving more than one (1) employee which alleges a violation of the same provision(s) of this Agreement and which seeks the same remedy all such grievances shall be designated as a "group claim". The Union shall identify in writing, no later than the initial filing of the "Written Grievance", the names of all individuals affected by a "group claim" and consideration of such claims shall, thereafter, be limited to the individuals so named.

6.32 Form of Action. All grievances, replies and requests shall be in writing and shall be filed with each party.

6.33 Exclusions. The grievance procedure shall not apply to:

- A. A grievance by an employee who desires to assert his/her legal right to present such grievance directly to the Employer and have it adjusted without intervention of the Union provided that the adjustment is not inconsistent with the terms of this Agreement and provided further that the Union is given the opportunity to be present at such adjustment.
- B. Any grievance concerning which proceedings are pending before an administrative tribunal, agency or court, it being the intention of the parties that a Grievant shall have one (1) remedy only.
- C. The discipline, discharge or suspension of a probationary employee.
- D. Any provision of this Agreement which contains an express exclusion from this procedure.

6.34 Withdrawals and Denials. Any grievance or request for advancement to the next grievance level which is not within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall be deemed to have been denied and the grievance shall automatically advance to the next grievance level unless withdrawn.

6.35 Place of Proceedings. All proceedings shall be held on the Employer's premises.

6.36 Costs. Any fees for the services of an arbitrator, including expenses, shall be shared equally by the parties; however, each party shall be responsible for its own costs.

6.37 Contract Termination. The provisions of this Article shall be asthmatically extended beyond the contract expiration date to the extent required to complete the processing of the grievance filed prior to such expiration date.

ARTICLE 7

LAYOFF AND RECALL

7.1 Determination. If the Employer determines that the number of employees is in excess of its current requirements, it shall have the right to reduce the number of employees.

7.2 Layoff Procedure. The least senior employee, beginning with probationary employees, shall be the first laid off so long as there are qualified employees remaining to meet the requirements of the Employer, provided, however, that an affected employee is given at least five (5) days' notice of layoff except in the case of an emergency. Compensation and fringe benefits shall be suspended during any layoff period.

7.3 Recall Procedure. Employees shall be recalled in the reverse order in which they were laid off, provided, however, that the Employer shall not be required to recall an employee in such order if the Employer determines that such employee is not qualified. If any employee shall fail to report for work at the time specified at the time of recall, unless an extension is granted in writing by the Employer or the notice to report to work was given to the employee less than forty-eight (48) hours in advance, the employee shall be considered a voluntary quit and shall thereby asthmatically terminate his/her employment relationship with the Employer. The obligation of the Employer to recall a laid-off employee shall terminate twelve (12) months following layoff.

7.4 Change of Address. It shall be the responsibility of each employee to notify the Employer of any change of address or telephone number. The Employee's address and telephone number as they appear on the Employer's records shall be conclusive.

7.5 Laid-Off Employees. A laid-off employee will be afforded the opportunity to accept employment as a substitute employee before the opportunity is offered to a non-bargaining unit member, provided that a laid-off employee who accepts such employment shall be paid at his/her hourly rate in effect as of the effective date of lay off. Also, no new employee shall be hired as a regular employee while a qualified employee is on lay-off status.

ARTICLE 8

AUTHORIZED LEAVE

Since the absence of an employee generally has an adverse impact on the quality of the Employer's educational program, imposes increased responsibilities on other employees, and increases cost, it is the responsibility of each employee to avoid unnecessary tardiness or absence. The provisions herein set forth are not intended to reduce the responsibilities of an employee nor to provide a form of additional compensation. Rather, the provisions are intended to meet the legitimate, humanitarian, and personal needs of an employee in a manner consistent with the requirements of the educational program and they shall be so applied and interpreted.

8.1 Sick Leave. Each driver who has completed the probationary period will be credited with seven (7) days of sick leave at the beginning of each school year. A bus driver employee earns paid sick leave based on the number of hours of regularly assigned paid driving time each day, including the thirty-minute check-out time allowance but excluding extra trips and other irregular driving assignments. Paid sick leave shall be administered in accordance with the following guidelines, namely;

8.11 Use. Paid leave may be used for:

- A. Any physical or mental condition which disables an employee from rendering services, but excluding any condition compensable by worker's compensation, or resulting from other employment.
- B. Any communicable disease which would be hazardous to the health of students, employees, or other persons using the facilities of the school district.
- C. Physical examinations, medical, dental, or other health treatments which cannot reasonably be deferred and which cannot be scheduled outside of the employee's scheduled work time.
- D. A serious health condition of an employee's spouse, parent, or child. The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves (A) inpatient care in a hospital, hospice or residential medical care facility; or (B) continuing treatment by a health care provider.
- E. Any driver who voluntarily quits (a doctor's requirement is not voluntary) before the end of the school year will have earned, on a pro-rated basis, only a portion of the available seven (7) paid sick leave days. As an example: A driver who quits at the conclusion of the first semester will have earned only one-half (31/2) of the available paid sick leave days; if they have already used seven (7) days then they will be required to pay

back the other (3 ½) days.

8.12 Used Days. Paid leave shall be allocated in hourly increments and charged against work days only, and shall cease to accumulate and shall not be used by an employee during such period as the employee is on a leave of absence or is not otherwise regularly providing services to the Employer (i.e., at times when school is not in session).

8.13 Notice Procedure. It is the employee's responsibility to notify the Employer as soon as practicable if the employee is unable to work by reason of illness or other disability as set forth above. In the case of subsections A and B, such notice shall be given at least sixty (60) minutes prior to the beginning of the employee's scheduled workday. Notice of intent to use sick leave for other authorized purposes shall be given as soon as practicable but not less than three (3) days prior to the requested date(s) except in the case of emergency. Except for good cause shown, an employee may be denied sick leave benefits if timely notice is not given.

8.14 Verification. The Employer shall have the right to require medical verification from the employee which shall consist of a written statement from the employee's attending physician, psychiatrist, or psychologist, when the Employer has reasonable cause to believe that the employee has an unacceptable pattern of absenteeism or excessive absenteeism. Employees who are absent more than 3 consecutive days are required to provide a doctor's note to the Employer.

The Employer retains the right to have an employee claiming disability examined by a physician, psychiatrist, or psychologist that shall be chosen by the Employer. Such examination shall be at the Employer's expense.

8.15 Unused sick leave will be paid at the end of each school year.

8.2 Personal Business Leave. Each driver who has completed the probationary period will be credited with two (2) days of personal business leave at the beginning of each school year. An employee earns paid personal business leave based on the number of hours of regularly assigned driving time each day, including the thirty-minute check-out time allowance but excluding extra trips and other irregular driving assignments. Personal business leave is non-cumulative. Personal business leave shall be administered in accordance with the following guidelines, namely;

8.21 Use. Personal business leave shall be used only for obligations which cannot be reasonably scheduled at a time that does not conflict with performance of the employee's duties. It shall not be used for other employment or other similar purposes. Personal days may not be taken on the day preceding or following a student non-attendance day, holiday period, and the first and last days of the school year. This leave is to be used to transact non-social, non-recreational personal business. It shall not be used for other employment or other similar purposes. Personal days may be used for civic service or charitable work if the bus driver does not receive any compensation for their service.

8.22 Notice Procedure. It is the employee's responsibility to notify the Employer as soon as practicable but not less than three (3) days prior to the requested personal business leave date(s) except in case of emergency. An employee may be denied personal business leave benefits if timely notice is not given or if there is insufficient substitute drivers available to cover the number of requests on a particular date.

8.3 Funeral Leave. Subject to the conditions and limitations set forth hereafter, an employee shall be entitled to receive up to three (3) days of paid leave due to the death of the employee's spouse, parent, step-parent, child (stepchild), sibling, grandparent or grandchild to the extent reasonably required to attend the funeral of the deceased. Such leave shall be taken on consecutive work days unless the Employer has otherwise agreed.

8.31 Death in Extended Family. An employee shall be entitled to receive up to one (1) day of leave with pay due to the death of his current grandparent-in-law, mother-in-law, father-in-law or brother-in-law or sister-in-law to the extent reasonable required to attend the funeral of the deceased.

With the prior approval of the Employer, up to two (2) additional days, deducted from unused leave, may be allowed if the employee must travel 500 miles or more to attend the funeral of the deceased.

8.4 Other Leaves. The Employer, upon the written request of an employee, may grant a leave for reasons of general health, family emergencies, child care, or other reasons deemed acceptable by the Employer or as otherwise required by the Family and Medical Leave Act of 1993 ("FMLA"). The Employer may require substantiating evidence for granting or renewing a leave.

General Leave: The district may grant an unpaid leave of absence upon the request of a bus driver employee for other reasons not herein provided. This shall be considered a "voluntary" leave. Employees will not normally be allowed time off without pay unless approval is granted by the Superintendent due to extremely unusual circumstances. Allowing time off under this provision will not constitute a precedent or past practice. Denial of time off will not be grievable.

8.5 Leave Administration/Verification. Each employee is responsible for verifying his/her eligibility for authorized leaves of absence and any benefits due. If the Employer determines that the employee knowingly withheld or misrepresented material information concerning the purpose of or employee's eligibility for a leave or for any leave benefits, the employee may be disciplined, in addition to any other discipline, by the loss of all or any portion of the employee's leave benefits due or to be due under this Agreement.

8.6 Jury Leave. Any employee shall be entitled to leave with pay, less any fees paid exclusive of mileage allowances, for jury service, provided that the employee submits a statement from the court listing the dates served. If an employee is subpoenaed as a witness in a school district-related matter, he/she shall not suffer any loss of pay for work time lost thereby. The

employee shall return to his/her duties whenever his/her attendance in court is not actually required.

8.7 Family and Medical Leave Act of 1993 ("Act")

- A. Nothing in the Act shall be construed to diminish the obligation of the Employer to comply with the terms of this Collective Bargaining Agreement if such Agreement provides greater family or medical leave rights to employees than the rights established under the Act.
- B. The rights established for employees under the Act shall not be diminished by this Collective Bargaining Agreement.

Paid leave granted pursuant to this Agreement shall normally be designated as FMLA leave except as FMLA regulations require otherwise or the Employer may otherwise designate.

- 8.8 Union Leave. The Union shall be granted, upon request, up to forty (40) union hours per year for the purpose of permitting designated bargaining unit members to participate in union activities. The request shall be signed by the Union President and shall be submitted to the Superintendent at least five (5) days prior to the request leave date. The Union agrees to reimburse the Board for the cost. Such cost to be based on the current substitute employee rate and the retirement contribution for the employee.

ARTICLE 9

COMPENSATION AND BENEFITS

9.1 Basic Compensation. The basic compensation of each employee shall be as set forth on Schedule "A". Step increases will be awarded on the employee's anniversary date of employment.

9.2 Overtime Compensation. An employee shall be entitled to receive overtime compensation at the rate of one and one-half (1 1/2) times his/her regular rate of pay for hours worked in excess of forty (40) hours during a work week. Overtime work shall be as scheduled by the Employer and must be authorized by the Employer in advance. This provision shall not be construed to guarantee overtime.

9.3 Deductions. The Employer shall have the right to deduct from the pay of each employee such amounts as may be required by law, together with such additional sums as may be mutually agreed upon by the Employer and the employee.

9.4 Requirements.

9.41 License Renewal. A regular driver will be reimbursed for the difference between the cost of renewing his/her CDL and renewing his/her Michigan Driver License upon submission of a completed reimbursement form.

9.42 Mileage. An employee required by the Employer to use his/her motor vehicle for the benefit of the Employer shall be reimbursed at the rate as may be approved by the employer from time to time, provided that mileage record is submitted to the Employer in accordance with procedures established by the Employer.

ARTICLE 10

VACANCIES

10.1 Vacancies. The Employer shall have the right to assign employees to vacant, temporary, or newly-created positions subject to the following guidelines.

10.11 Definitions. A vacancy is one (1) or more regular runs exists when a regular driver:

- A. Has voluntarily quit, retired, or request a reduction;
- B. Has been terminated in accordance with the provisions of this Agreement.

A vacancy does not exist when an employee is on an authorized leave. Also, annual run adjustments such as those involved with Kindergarten, Vo-tech and Special Education runs are not considered vacancies.

10.12 Notices. When a vacancy, including a temporary or newly-created run, is to be filled, a notice shall be posted as follows:

- A. During School Year. Notice of a vacancy shall be posted on the bus driver's bulletin board at the Bus Garage for forty-eight (48) hours. A copy of the notice shall be given to the Union President. A notice shall include the following information:
 - 1. Date/time posted and date/time responses expected.
 - 2. Number and description of run being posted as vacant, if applicable.
 - 3. Any special needs required.
 - 4. Date on which driver will start the new run.

5. The beginning and ending dates of the run, if temporary.

- A. Prior to Opening of School Year. Notice of vacancies which occur after the close of a school year shall be posted at least 48 hours prior to the pre-school meeting normally held in August. A driver may bid on vacancies in accordance with established bidding procedures.
- C. Temporary Runs. If the employer decides a run (that is not already established) needs to be posted as temporary, such posting shall not exceed a duration of sixty (60) working days. After such time, the run will be posted as a vacancy.

10.13 Bidding Procedures. All regular drivers who are eligible to bid on the posted run(s) may give notice to the Transportation Director by completing the "bid sheet" prior to the expiration of the posting period.

10.14 Selection Process. A vacancy, including a temporary or newly-created run, shall be filled within a reasonable time from and after the expiration of the posting by the most eligible employee who has bid for the run(s). In order to be deemed eligible, an employee must have received satisfactory evaluations and must possess the necessary qualifications to perform the duties of the vacant position, as determined by the Employer.

In filling a vacancy, the following criteria shall be taken into account, namely;

- A. Seniority;
- B. Special requirement or qualification of the run posted (Special Education, Vo-tech, discipline, etc.);
- C. Supervisor's written evaluation of job performance (discipline, driving skills, competence, driving record, etc.); and
- D. Attendance record.

Transportation Director shall make the final decision on filling the position.

10.2 Changes in Assignment. If changes in assignment are caused by the elimination of one (1) or more regular runs or reduction of more than fifty percent (50%) in paid time of a run, the drivers affected will be permitted to bump in accordance with their respective seniority statuses in order to replace the paid time lost. In no event shall drivers be allowed to bump into more runs (or earn paid time) than they were assigned (or earned) prior to the elimination or reduction. Implementation of reassignments caused by the elimination or reduction of such run(s) shall be made at one time.

10.3 Extra Trips.

10.31 Rotation. Prior to the beginning of the school year, a list of all drivers who have completed the probationary period who desire to drive extra trips shall be compiled and arranged in order of seniority with the most senior driver placed at the top of the list. Except as provided hereafter, the opportunity to drive extra trips shall be offered to regular drivers in rotation starting with the most senior driver. It is understood and agreed that every reasonable effort will be made to reduce or eliminate overtime for extra trips, which effort may include, to the extent possible, the equitable distribution of extra trip assignments.

Drivers who have successfully bid on Vo-Tech or Kindergarten runs will be allowed to take three (3) field trips per school year which interfere with those special times. Any of these said drivers will be allowed to take extra trips in the afternoon or evening if accumulated hours allowed.

For the first five (5) student days of each school year drivers will not take trips which would interfere with their regular run.

For the purpose of this provision, "extra trip" means any school-related activity involving bus transportation that is not a regular or temporary run. Any extra trips within the school district boundaries that occurs during the normal school day, and that immediately proceeds or follows a regular run, will be paid on an actual time basis.

10.32 Extra Trip Posting. The Transportation Director will post an extra trip schedule on Fridays by 10:00 am for the one-week period beginning one (1) week from the following Monday. On the following Tuesday at 8:45 am the drivers shall meet and chose trips according to seniority on a rotating basis. Any unfilled extra trip will be assigned to either an emergency or a substitute driver.

Drivers shall not receive "extra" compensation over their regularly scheduled route pay for participating in the assignment of the Tuesday Trip Board.

It is understood and agreed that a driver who signs up for an extra trip is obligated to fulfill that commitment except in the case of an emergency.

It is understood and agreed that the employer is not required to ask a driver for an extra trip that does not improve his/her paid time by 30 minutes or more. Employer may asterisk (*) trips prior to and including 3:00 p.m.

10.32A Extra Trip Drop-Off and Pick-Up Procedures If a regular route driver has signed for a trip where the hours posted were more than (five) 5 hours, and trip is changed to a drop off only, assigned driver will receive one(1) hour in addition to drop off time.

10.33 Emergency Extra Trips. When extra trips are assigned and trip sheets are made out , and an additional trip is scheduled thereafter on an emergency basis, the Transportation Director will assign on rotation the trip to an available driver who has agreed to take emergency runs. The emergency rotation list (past week) will be posted on the board once a week on the following Monday and given to a Union Representative. It is understood that the provisions of 10.31 do not apply. "Emergency Basis" as used herein means a period of time less than twenty-four (24) hours prior to the scheduled departure time. Substitutes will be included in rotation on the emergency trip list only.

Should more than two (2) athletic trips occur on a given day, a certified commercial licensed coach may be asked to drive his/her team to their event. This will only be considered when there is a shortage of substitute drivers to cover regular operation. Should a driver sign up for one of these trips, and is affected by this shortage, that driver will have the right to go up on the cancellation board.

10.34 Loss of Turn. A driver who, when offered an extra trip, refuses such offer shall loss his/her turn.

10.35 Cancellations by Driver. A driver who signs up for an extra trip and thereafter refuses to take such trip, will not be eligible to sign up for extra trips on the next available trip board. If a driver signs up for an extra trip and then refuses to take a trip 3 times in the course of a school year, the driver's name will be removed from the extra trip rotation for the remainder of the school year. Any driver on approved leave (sick, personal, bereavement) will not be considered as a cancellation.

10.36 Cancellation of Extra Trips by School.

A. **Notification.** If a driver is not notified at least one (1) hour in advance of the cancellation of an extra trip and reports for the assignment, such driver shall receive one (1) hour of show-up pay at the extra trip rate, provided, however, that if the driver not only reports for the assignment but picks up his/her assigned bus and goes to the scheduled pick-up site, and then learns that the trip has been cancelled, such driver shall be paid the amount of two(2) hours pay if during the week or three(3) hours pay on a weekend or break.

B. **Rescheduling Trips.** If a scheduled trip is postponed and the rescheduled time is known at the time of postponement, the trip shall be first offered to the driver who signed up for the trip at its original posting. If the rescheduled time is not known, the trip will be treated as a cancellation.

If a scheduled trip is cancelled, the Transportation Director or his/her assistant will place the name of the affected driver on the "Cancelled Trip List" posted next to the extra trip sign-in sheet. Cancelled drivers are to be addressed first for extra trips on Tuesday (am) and then the normal rotation begins. Cancelled drivers may only

choose from the current posted week and may not choose from the “add-on” board. Rotation of cancelled drivers shall be determined by order of date and time of cancellation. No exceptions.

C. Cancellation of Multiple Bus Extra Trips When an extra trip required multiple busses and one or more of the busses is then cancelled, the driver who was last assigned the trip will lose that trip.

D. Add-on Trips. The definition of an add-on trip is: any trip that is received after the trip board has been posted.

The following will pertain to add-on trips:

1. If an add-on trip is received during the work week, the trip will be posted.
2. Seniority rotation will be followed when assigning add-on trips.
3. If a driver cancels a trip with more than 24 hours’ notice in advance of the departure time, excluding weekends and holidays, the trip will be added to the add-on list. If the trip is not taken by a driver within 24 hours of the departure time, the trip will be assigned to a driver at the discretion of the supervisor.

10.37 Loss of Compensation. A driver whose turn it is to take an extra trip shall not suffer a loss of compensation by virtue of giving up one or more regularly assigned runs in order to take such trip. The driver will be paid at her regular rate for the regular run(s) missed and at the extra trip rate for trips extending beyond the end of the regular run(s).

10.38 Mid-Day Substitutes: When an employee who drives a mid-day run (i.e. ECDD, Voc. Tech. etc.) takes a scheduled leave during the mid-day run, it will be assigned by seniority on a rotating basis. For this provision, scheduled leave shall be defined as 24 hours prior notice. The entire scheduled leave will be covered by the next available driver in rotation for the entire scheduled leave.

ARTICLE 11

GENERAL PROVISIONS

11.1 Contract Representatives. Each party shall designate in writing the name of its authorized representative to administer the contract.

11.2 Notices. Any written notice given pursuant to this Agreement shall be addressed and delivered as follows:

- A. **Employer:** Superintendent of Schools
Plainwell Community Schools
600 School Drive
Plainwell, Michigan 49080-1595
- B. **Union:** At the address supplied by the Union to the Employer.
- C. **Employee:** As set forth in the records of the Employer.

11.3 **Successor Agreement.** The negotiation of a new Agreement shall begin upon written request from either party made no earlier than sixty (60) days prior to the expiration of this Agreement. Negotiations for a successor Agreement shall be scheduled outside the regular work day.

11.4 **Scope, Waiver and Alteration of Agreement.** It is expressly agreed that neither the bargaining unit nor any provision of this Agreement shall be altered during the term of this Agreement except upon the voluntary prior written consent of both of the contracting parties provided that nothing herein shall prohibit the Employer from initiating programs, or entering other Agreements which are not contrary to the express terms of this Agreement and provided further that the waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.

11.5 **Interpretation.** Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provisions shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, wither party may request that the parties meet for the purpose of renegotiating any such invalidated provision.

11.51 **Captions.** Captions are included only for convenience of reference and shall not modify in any way any of the provisions contained herein.

11.52 **Right to Modify.** The rights to either party or of an employee to benefits shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this Agreement during negotiations for a successor Agreement, or as otherwise provided herein, and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.

11.53 **Feminine Includes Masculine.** Whenever in this Agreement the feminine gender is used, it shall be deemed to include the masculine gender.

11.54 **Schedule Modification.** The Employer may alter the work schedule to the extent the Employer determines necessary to comply with applicable local, state or federal laws or

regulations; the availability of utilities; or for other circumstances beyond the control of the Employer.

11.55 Prior Practices. This Agreement shall supersede any existing rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms.

11.56 Emergency. "Emergency" as used herein means a sudden or unforeseen occurrence or condition that calls for immediate action.

11.57 Qualified. "Qualified" means a person who currently meets:

- A. All of the requirements for the operation of a motor vehicle used as a school bus as required by state law and regulations promulgated pursuant thereto, including required participation in school bus drivers safety education program; and
- B. The criteria for insurability under the Employer's fleet policy.

11.6 Duplication of Agreement. The Employer agrees to furnish a copy of this Agreement to each employee who is employed in the bargaining unit during the term of this Agreement.

11.7 Effective Date and Termination. This Agreement shall commence as of August 1, 2014 and shall remain in full force and effect until midnight June 30, 2016.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of August 1, 2014.

EMPLOYER:

PLAINWELL COMMUNITY SCHOOLS
COUNTIES OF ALLEGAN, BARRY
AND KALAMAZOO, MICHIGAN

By:

Kathy A. Walker

By:

Susan Wakefield

UNION:

SEIU LOCAL 517M, SERVICE
EMPLOYEE INTERNATIONAL
UNION

By:

Christine Sturman

By:

SCHEDULE "A"

COMPENSATION SCHEDULE

	<u>2014-2015</u>	<u>2015-2016</u>
1-2 years	14.83	15.05
3-7 years	15.98	16.22
8-14 years	16.67	16.92
15+ years	18.07	18.34
Extra trips	12.50	12.50

***The Driving Time rate will apply to all Employer-scheduled meetings and In-Service training.**

- 1. Longevity.** Upon completion of eight years of service to Plainwell Community Schools, drivers will be eligible for a longevity adjustment in the amount of \$25.00 per year for each year of service to a maximum payment of \$500.00. Payment to be made the next pay check following the anniversary date. Longevity payments will be pro-rated for any driver who does not complete the entire school year.
- 2. Probationary Employee.** Probationary employees shall receive \$.50 per hour less than the first year driving rate until satisfactory completion of the probationary period.
- 3. Guaranteed Minimum Run Time.** Each regularly scheduled run shall have a minimum paid running time of one (1) hour, including kindergarten runs. Each New Year's beginning pay rate shall start with the previous year's ending rate. If there is a discrepancy of more than ten (10) minutes between the expected run time and the reported run time by the driver, the transportation director will verify the run time.

Drivers will be paid on an hourly basis beginning at line-up time. Their pay will be based on a running clock until they return to the bus garage at the conclusion of their scheduled run. Single run (includes Kindergarten) drivers will receive a minimum of one (1) hour and double run drivers will receive a minimum of two (2) hours.

- 4. Safety Check Time.** Except as provided hereafter, each driver who drives both a morning and an afternoon run on a regular basis will be paid for 30 minutes (Kindergarten drivers will be paid for 15 minutes) at his/her schedule rate for completing a pre-trip inspection and cleaning his/her assigned bus, and for performing other assigned tasks including required record keeping and making disciplinary referrals and/or parental contacts.

5. Meetings. Bus Driver meetings may be held periodically at the discretion of the Transportation Director. Drivers shall be compensated at the Driving Time Rate prorated in one-quarter (1/4) hour increments. Drivers will be compensated from the time they depart from the transportation department until they return. In the event a driver chooses not to leave from the transportation department, he/she will be compensated for the same amount of hours as those departing from the transportation department.

5. Insurance Option Availability. Union employees who work a minimum of twenty (20) hours a week (based on regular work schedule not including overtime or extra trips) will be offered the following:

Employees may obtain health and/or dental benefits through the District, at the employee's expense, taken through payroll deduction.

Employees will be allowed to participate in Plainwell Community Schools 125 Cafeteria Plan commonly called the Basic Flex Plan.

8. Adverse weather. If school or the Tech Center is closed on scheduled instructional days because of adverse weather or other emergencies and no bus services are required, drivers will receive their regular rate of pay for such days, provided, however that if any such instructional days are required to be made up in order to meet the requirements of the State School Aid Act or amendments thereto, employees shall be required to drive their regular runs on such days but shall not receive extra compensation therefore.

9. Physical Exam. The Employer agrees to pay the full cost of a required physical exam if such exam is given or administered by a physician or medical facility designated by the Employer, provided, however, that if another doctor is used, the cost shall not exceed the cost of the school-approved doctor and will be reimbursed following approval by the Board of Education.

10. Extra Trip Drop Off and Pickup Procedure. Any extra trips that are less than 30 miles and/or more than 5 hours will be considered as a drop off and pick up. Such runs will be paid at a minimum of two (2) hours pay on a weekend or break and two (2) hours if during the week. If poor weather conditions exist, then drivers may stay with authorization from the Transportation Director or person in charge of trip. Drivers may be expected to run their regular route during the school week. A driver will not lose any pay, as trip pay rate does not start until regular route time is ended.

If a regular route driver has signed for a trip where the hours posted were more than 5 hours, and trip is changed to a drop off only, assigned driver will receive one (1) hour in addition to drop off time and driver will be eligible to go on the cancellation list. A sub/cover driver will drop off students.

11. Video Cameras. It is not the intended purpose to use video cameras exclusively to evaluate drivers, however, when tapes are being viewed for student conduct purposes, if

there is something noticed that should be brought to the driver's attention, it will be discussed and procedures followed according to contract, should an issue warrant reprimanding.

All monitoring or observation of the performance of the employee shall be conducted openly and with the full knowledge of the employee.

12. **Meal Allowance.** When a bus trip extends beyond 5 hours, the driver will be reimbursed for a meal up to \$8.00. Receipts must be provided. If a trip extends beyond 10 hours a driver will be reimbursed for an additional meal up to \$10.00.
13. **Jackets.** The Employer will purchase each employee a "school" lined windbreaker every four (4) years

WORK RULES

The work rules and regulations set forth hereafter incorporate understandings and expectations previously agreed to by the Union and the Employer.

1. **Safety Issues.**
 - A. **Equipment Safety.** If a bus driver believes that the bus assigned to that employee is not in safe operating condition, she shall promptly report such belief, and the reason therefore, to the Transportation Director. After consulting with the chief bus mechanic, the Transportation Director shall determine whether or not the bus is in safe operating condition. If a bus is considered unsafe, then the driver shall not operate such equipment.
 - B. **Equipment Maintenance.** The Employer agrees to cause each bus exterior to be washed three (3) times each calendar year on a schedule to be determined by the Employee. A driver may wash her bus at other times when the bay is free; however, each driver shall:
 1. Cooperate with school officials, mechanics and other personnel in the mechanical maintenance and repair of the bus.
 2. Maintain the interior cleanliness of the assigned bus at the end of each run(s).
 3. Keep all tail lights, emergency lights, windows, etc. clean at all times.
 4. To fill the fuel tanks only when there are no children on the bus.

C. Equipment Operation. Each driver shall:

1. Operate the signal lights when stopping the bus to load or unload passengers. This should be observed regardless of whether or not pupils are to cross the highway when leaving the bus.
2. Use strobe lights in all inclement weather and darkness.
3. Always operate the bus in gear. Stop the motor, set the parking brake, and remove key from ignition before leaving the bus.
4. Place the gear shift in neutral and set the parking brake when the bus has been brought to a stop to load or unload pupils.
5. Follow all state and federal laws pertaining to proper railroad crossing requirements.
6. Always drive at a safe speed.
7. Turn off ignition while waiting at school for students.
8. Personal use of cell phones by employees is restricted to emergency use only when the bus is parked with the "key off".

2. Records and Reports. Each driver shall:

- A. Prepare reports and keep all required records, and assist the Transportation Director in mapping bus routes and planning schedules.
- B. Report immediately to the designated official(s) the misconduct of any pupils while on the bus or under her immediate supervision.
- C. Report complaints of parents or others to designated officials.
- D. Immediately report an accident to the Transportation Director, and, in addition, prepare an accident report after every accident involving a bus, a passenger, or driver.
- E. Each driver shall report cause of failure to maintain an established route schedule. Day to day changes brought on by decisions made on the route by the driver for safety reasons are the driver's responsibility and need not be reported. Those changes in routes that will be permanent or in place for more than one (1) day must be reported to the Transportation Director.

3. **Responsibility of Bus Driver.**

A. **Qualifications and Training.** Each driver shall:

1. Be clean and neat in appearance; refrain from use of tobacco while on school premises, use no profane language in the presence of school children, and at no time be under the influence of drugs, alcohol or other substances which could impair the driver's judgments or driving ability.
2. Attend and participate in conferences and training classes for school bus drivers and be familiar with traffic laws and driving skills.
3. Study and observe all laws and regulations (state, county and local) relating to the service of transportation.
4. Maintain proper certifications, as required by state law (physical examination, license, etc.)

B. **Pre-Trip Procedure.** Each driver:

1. Is expected to be at the garage at least 10 minutes before a scheduled run and complete a through pre-trip check on his/her assigned bus.
2. Is expected to arrive at her afternoon pick up point no later than five (5) minutes prior to afternoon dismissal.
3. Is responsible to insure that all necessary signal lights, including blinkers and back-up lights are clean and visible at all times, and that all windows are clean.

C. **Traffic Cautions.** Each driver shall:

1. Be considerate of other motorists and reduce speed or otherwise afford an opportunity for other vehicles to pass so that a long line of vehicles will not accumulate behind the bus.
2. Stop the school bus or turn it around on the highway only at points where it can be seen by traffic approaching from either direction for a distance of at least 400 feet.
3. Drive the bus on school grounds with particular care allowing a safe stopping distance from a preceding bus on school grounds.
4. Observe the provisions of the school bus stop law and other provisions of the Michigan Vehicle Code.

- D. Schedules. Each drive shall:
1. Post the route schedule or schedules in the bus and office, and amend the posted schedule when changes occur as directed by the Transportation Director.
 2. Observe the posted schedule except when to do so would involve unnecessary hazards.
 3. Refrain from making any route changes without prior approval from the Transportation Director.
4. Rules Pertaining to Transporting Pupils. Each driver shall:
- A. Maintain order and discipline on the part of every pupil passenger.
 - B. Exercise his/her delegated authority to seat pupils as to produce the least confusion and maximize safety.
 - C. Permit a child to leave a bus only at a designated stop except upon written request of parents or direction of the Transportation Director.
 - D. Supervise children leaving the bus until they have safely crossed the highway or arrived at their designated stop.
 - E. Have children pass in front of the bus when leaving bus and crossing highway.
 - F. Watch for and keep children from hitching on bus when skating, riding bicycles, etc.
 - G. Observe that all children are in their seats before the bus moves.
 - H. Check the bus after completing his/her run in order to determine that no child remains on the bus.
5. Use of Equipment. Each drive shall:
- A. Use an assigned bus, only, to transport children to and from school unless expressly authorized by the Superintendent of Schools,
 - B. Refrain from transporting anything in a school bus which would make a school bus objectionable for school use.
 - C. Not use a bus at any time for other than regular assigned duties without the express

approval of the Transportation Director.

6. **General Guidelines.** Bus Driver roles and responsibilities are many and varied. They include:

1. Drive only when in good physical and mental condition
2. Deliver the pupils to and from school in a safe and efficient manner
3. Obey all laws, rules, regulations and policies
4. Complete appropriate bus inspections
5. Report all bus safety hazards and defects
6. Report all hazards along the route
7. Administer first aid when necessary
8. Represent the school district in an acceptable manner
9. Be a positive influence on pupils
10. Take appropriate disciplinary action when necessary

