

AGREEMENT
BETWEEN THE
FENNVILLE PUBLIC SCHOOLS
BOARD OF EDUCATION
AND THE
BUS DRIVERS AND MECHANICS
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS, WAREHOUSEMEN, AND HELPERS
OF AMERICA – TEAMSTERS LOCAL 214

JULY 1, 2010
THROUGH
JUNE 30, 2013

TABLE OF CONTENTS

PREAMBLE _____ Page 3

ARTICLE 1: _____ Purpose and Intent _____ Page 3

ARTICLE 2: _____ Recognition _____ Page 3

ARTICLE 3: _____ Management Rights _____ Page 3

ARTICLE 4: _____ Union Security _____ Page 4

ARTICLE 5: _____ Save Harmless _____ Page 4

ARTICLE 6: _____ Deduction of Dues _____ Page 5

ARTICLE 7: _____ Probation _____ Page 5

ARTICLE 8: _____ Subcontracting _____ Page 5

ARTICLE 9: _____ Extra Contract Agreements _____ Page 6

ARTICLE 10: _____ Wages _____ Page 6

ARTICLE 11 _____ Seniority _____ Page 6

ARTICLE 12 _____ Employee Conduct, Discipline, and Discharge _____ Page 7

ARTICLE 13 _____ Grievance Procedure _____ Page 9

ARTICLE 14 _____ Stewards _____ Page 11

ARTICLE 15 _____ Leaves of Absence _____ Page 12

ARTICLE 16 _____ Equipment, Accidents and Reports _____ Page 13

ARTICLE 17 _____ Separability and Savings Clause _____ Page 13

ARTICLE 18 _____ Safety Committee _____ Page 14

ARTICLE 19 _____ Worker’s Compensation _____ Page 14

ARTICLE 20 _____ Continuing Contract Review _____ Page 14

ARTICLE 21 _____ Hospital Insurance / Life Insurance _____ Page 15

ARTICLE 22 _____ General Provisions _____ Page 15

ARTICLE 23 _____ Sick Leave _____ Page 18

ARTICLE 24 _____ Limitation of Authority and Liability _____ Page 20

ARTICLE 25 _____ Hours of Work and Overtime _____ Page 20

ARTICLE 26 _____ Duration of Agreement _____ Page 25

APPENDICES

SCHEDULE A _____ Page 26

SCHEDULE B _____ Page 27

MEMORANDUMS OF UNDERSTANDING _____ Page 28

**FENNVILLE PUBLIC SCHOOLS
MASTER AGREEMENT
BUS DRIVERS AND MECHANICS
July 1, 2010 – June 30, 2013**

PREAMBLE

This agreement entered into this 1st day of July **2010** between Fennville Public School District of Allegan County, Michigan, herein after referred to as the “Employer” and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America / Teamsters Union Local No. 214, Detroit, Michigan herein after referred to as the “Union”.

ARTICLE 1

Purpose and Intent

The general purpose of this agreement is to set forth the wages, hours, working conditions, and other conditions of employment. Both parties agree to abide by the terms and provisions set forth herein for the duration of this agreement.

ARTICLE 2

Recognition

The Employer hereby recognizes the Union as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, as amended, for all Full Time and Regular Part Time Bus Drivers and Mechanics; excluding but not limited to all supervisory personnel, substitute bus drivers, custodians, maintenance personnel, all special state and federal program employees, kitchen help, and all other employees of the Employer.

1. **Full Time Bus Driver:** A driver who is regularly scheduled for a full day or less on a permanent basis.
2. **Regular Part Time Driver:** A substitute bus driver who is scheduled to a regular bus run for more than 30 consecutive working days but not on a permanent basis.

ARTICLE 3

Management Rights

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

- 1 To the executive management and the administrative control of the school system and its properties and facilities, and the direction of the activities of its employees within the scope of their employment; to establish written personnel and other policies;

- 2 To hire all employees subject to the provisions of law, to determine their qualifications for continued employment, to discharge, discipline, or demote for just cause, and to promote, transfer, and retire all such employees;
- 3 To establish policies, bus schedules, the hours of work, and other duties, responsibilities and assignments of drivers and other employees, terms and conditions of employment not in conflict with this agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.

ARTICLE 4

Union Security

- Section 1** Membership in the Union is not compulsory. Employees who are included in the bargaining unit 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 in or discriminate against an employee as regards such matters.
- Section 2** 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.
- Section 3** All present members of the bargaining unit for whom the Union has been designated the exclusive bargaining agent in ARTICLE 2 of this agreement shall , as a condition of employment, become a member of the Union or pay a representation fee equal to the Union Dues.
- Section 4** All new employees which qualify as members of the bargaining unit , as defined in ARTICLE 2, completing thirty (30) working days as a full time bus driver, shall become a member of the Union or pay a representation fee equal to the Union Dues. An additional thirty (30) working day probationary period shall be granted at the request of the employer. Such request shall be in writing to the Steward prior to the expiration of the original probationary period.

ARTICLE 5

Save Harmless

The Union agrees to indemnify and save the Board, including each individual School Board Member, all administrators, and all supervisors harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Employer for the purpose of complying with Article 4.

ARTICLE 6

Deduction of Dues

- Section 1** During the period of this agreement, the Employer agrees to deduct from the pay of any employee all dues if:
- (a) The dues amount is verified in writing by the Union at least 20 days prior to when payroll deduction is to be made.
 - (b) Authorization cards are submitted and signed by each employee.
 - (c) The employee has sufficient funds to cover the total dues amount after other required deductions. If an employee does not have sufficient funds available in the first payroll period each month, the employee shall be responsible to the Union for such dues.
- Section 2** The Employer agrees to make such deductions from the first payroll period each month for the duration of this contract. Further, the Union monies withheld will be forwarded to an official designated by the Union within ten (10) days after such deduction was made along with a dues check – off list.

ARTICLE 7

Probation

- Section 1** New employees will acquire seniority after thirty (30) working days. In the event that two or more employees have the same date of hire, seniority shall be determined among such employees by the date of application having the greatest seniority.
- Section 2** Those employees who become part of the bargaining unit shall commence payment of Union dues or pay a representation fee equal to the Union dues after thirty (30) working days of continuous employment with the Fennville Public Schools providing these fees are verified in writing in the Superintendents Office during the period of this Agreement.

ARTICLE 8

Subcontracting

The employer may not subcontract bargaining unit work unless the employer lacks the manpower, equipment, facilities, or expertise to perform the work in an economically or efficient manner. In the event the Employer desires to subcontract unit work it shall do so subject to the following conditions.

1. It shall notify the Union of its desire to subcontract.
2. It shall meet with the Union to discuss the reasons for subcontracting.
3. The Union shall respond to the Employer's proposal and offer appropriate suggestions of an alternate nature if it wishes.
4. The subcontracting of services shall be cost effective.

ARTICLE 9

Extra Contract Agreements

- Section 1** The employer agrees not to enter into any agreement with another labor organization during the life of this agreement with respect to the employees covered by this agreement; or any agreement or contract with the said employees individually or collectively which in any way affects wages, hours, or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.
- Section 2** The employer agrees to respect the jurisdictional rules of the Union and shall not direct or require its employees, other than the employees in the bargaining unit here involved, except in emergencies, to perform work which is recognized as the work of the employees in said unit.

ARTICLE 10

Wages

Attached hereto, and marked "Schedules", are schedules showing the classifications and wage rates of the employees covered by this agreement. It is mutually agreed that said schedules and the contents thereof shall constitute a part of this agreement. Reopener for wages only in 2011-12 and 2012-13 if necessary.

ARTICLE 11

Seniority

- Section 1** Strict seniority shall prevail in the layoff and rehiring of employees within the bargaining unit.
In reducing the work force because of lack of work or other cause, the first employees to be laid off shall be the last hired. The last employee laid off shall be the first employee rehired.
- Section 2** The employer shall post a list of employees arranged in order of seniority. This list shall be updated at the beginning of each year.
- Section 3** Seniority shall be broken only by discharge or voluntary quit; or by layoff for a period of time equal to length of employment.
- Section 4** In the event of a layoff, an employee so laid off shall be given one (1) weeks notice of layoff and two (2) weeks notice of recall to work, mailed to his last known address by registered mail. In the event the employee fails to make himself available for work at the end of said two (2) weeks, he shall lose all seniority rights under this agreement. The employer has the right to utilize a temporary employee until the end of this two (2) week period if necessary. It shall be the responsibility of each employee to notify the employer of any change of address.
- Section 5** When a driver is on an approved sick leave of up to one (1) year duration, he/she shall maintain his/her seniority. Upon return from an approved sick leave, he/she shall be returned to his/her pre-leave work schedule.

ARTICLE 12

Employee Conduct, Discipline, and Discharge

The safe, orderly and efficient operation of the school district requires that employees maintain discipline and proper personal standards of conduct at all times. The employer shall have just cause for disciplining, up to and including discharge of any employee of this bargaining unit.

The intent and purpose of this article is to provide for progressive disciplinary action. Disciplinary action may be imposed upon an employee for failure to fulfill the Employees' job responsibilities or for improper conduct, while on the job, except that nothing in this article shall prevent the employer from taking immediate and appropriate disciplinary action should it be required by the circumstances with proper written notice thereof to the Union at the time such action is taken.

In any case, where disciplinary action is necessary, the following procedure shall be followed. However, nothing shall preclude the employer from deviating from the procedural steps listed below depending on the severity of the offense **and the cumulative record of the employee.**

Procedural Steps

- 1 Verbal Reprimand (will include written record of reprimand)
- 2 Written Warning
- 3 Suspension Without Pay
- 4 Removal or Discharge

This provision is not intended to prohibit the employer from disciplining an employee at an advanced step, if the infraction is of a serious enough nature and warrants such discipline.

Employee Conduct, Discipline, and Discharge Continued

The following represents three classifications of misconduct and the examples of possible disciplinary action that could be expected from each. This is not intended to be all inclusive but rather serves as a frame work to provide a basic understanding between the parties. Nothing shall preclude the employer from deviating from the procedural steps listed below depending on the severity of the offense, the details of the individual circumstances, and the cumulative record of the employee.

Classifications of Misconduct

- Minor Offense
- Intermediate Offense
- Major Offense

Minor Offenses Include but are not limited to:

(Offense in this area shall count against employee for a period of 12 months)

- 1 Habitual tardiness for the start of assigned duties.
(Habitual shall be interpreted to mean two (2) instances within 60 days)
 - 2 Unapproved Absence.
 - 3 Absence without proper advance notification (1 hour minimum).
 - 4 Use of profanity or obscene gestures directed at and in the immediate presence of fellow employees or the public who are intimidated / offended by such.
 - 5 Quarreling.
- 1st Offense - Verbal Reprimand (will include written record of reprimand)
2nd Offense - Written Warning
3rd Offense - Suspension Without Pay (Length determined by detail of offense)
4th Offense - Removal or Discharge

Intermediate Offenses include but are not limited to:

(Offense in this area shall count against employee for a period of 18 months)

- 1 Injurious or dangerous pranks.
 - 2 Physically fighting on district property or during work hours regardless of location.
 - 3 Making vicious or malicious statements regarding the district, fellow employees, or administrators.
 - 4 Willful disregard of established policies / procedures.
 - 5 Disobedience of a directive from a supervisor or administrator or any other act of insubordination.
- 1st Offense - Written Warning
2nd Offense - Suspension Without Pay (Length determined by detail of offense)
3rd Offense - Removal or Discharge

Major Offenses include but are not limited to:

- 1 Accumulation of 6 or more points on employees driving record where the employees job requires the transportation of students at any time.
 - 2 Reporting for work while under the influence of illegal drugs, alcohol, or hallucinogens.
 - 3 Possession, use, sale, or delivery of illegal drugs.
 - 4 Knowingly falsifying any time keeping records and/or providing false or misleading information to anyone whose responsibility it is to make or keep such records.
 - 5 Leaving a student on a bus during or after the completion of any run, route, trip, etc. where the driver is responsible to ensure the bus is empty.
 - 6 Unprofessional conduct as determined by district policies and procedures.
- 1st Offense - Immediate Discharge

ARTICLE 13

Grievance Procedure

Section 1 It is mutually agreed that all grievances shall be settled in accordance with the procedure herein provided. A grievance shall be defined as a charge of violation, misinterpretation, or misapplication of the expressed terms of this agreement.

Section 2 For the purpose of this article, "days" shall mean calendar days, exclusive of Saturday, Sunday, and legal holidays.

Section 3 Procedures:

(Step 1) A grievance shall exist when a request by an employee has been rejected or not acted upon by the employees supervisor. (this employee and the supervisor should attempt to settle issues as they arise on an informal basis.) If not resolved:

(Step 2) The employee must reduce the grievance to writing on a standard grievance form within three (3) days of the alleged grievance and deliver same to his supervisor. The written grievance shall contain the following items:

- A. Name of grievant
- B. Date grievance occurred
- C. The specific contract section(s) violated
- D. Facts of the grievance
- E. Relief requested
- F. Signature of grievant and appropriate steward

Within two (2) days of the receipt of the written grievance, the Supervisor shall have a conference with the aggrieved and the steward. It is the supervisors responsibility to attempt to set a mutually satisfactory time and place for said meeting. Within two (2) days after this meeting, the supervisor shall state his decision in writing and furnish a copy thereof to the employee and the steward.

(Step 3) Within two (2) days after receiving the decision in Step 2, the aggrieved and steward may appeal in writing to the Superintendent of Schools.

- (a) Within two (2) days of the receipt of the written grievance, the Superintendent or his designee shall have a conference with the aggrieved and the steward. It is the Superintendents responsibility to attempt to set a mutually satisfactory time and place for said meeting.

- (b) The Superintendent shall state his decision in writing within five (5) days and furnish a copy to the grievant and steward.

NOTE: The Superintendent may request that the Board of Education be his designee in Step 2.

(Step 4) If the Union is not satisfied with the disposition of the grievance by the Superintendent or the Board of Education, or if no decision is rendered within the time provided in Step 3, the Union may, within ten (10) days submit the matter to mediation.

(Step 5) If satisfactory agreement is not reached through mediation, the Union may, within ten (10) days of closure of the mediation process, submit the matter to arbitration.

(Step 6) Prior to submitting the matter to arbitration, the Union shall so inform the Superintendent of Schools, in writing, of the Unions intention.

The Boards representative and the Union shall mutually select the arbitrator within ten (10) days of the arbitration request. If the parties cannot agree to the arbitrator, the American Arbitration Association in accordance with its rules shall select him. The only evidence or arguments which may be presented at the arbitration hearing are those which were used in the previous steps of this grievance procedure and to which written reference has been made.

The arbitrator shall hear the grievance in dispute and shall render his decision in writing within thirty (30) days from the close of the hearing. The arbitrators decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issue submitted to arbitration. The arbitrator shall confine his decision to the particular case submitted to him/her. Both parties agree to be bound by the award of the arbitrator.

The arbitrator shall have no authority except to pass on alleged violations of this agreement. The arbitrator shall have no power to neither alter, add to or subtract from the terms of this agreement, nor to interfere with the exercise of the Boards rights and responsibilities, except as these are expressly limited by this agreement. Each party shall pay their own witness fees. The fees and expense of the arbitrator shall be shared equally by both parties.

Section 4 All grievances, disputes, or other matters which may be processed under any State or Federal regulation or statute shall not be subject matter of the grievance procedure herein established. Any determination or action taken under any such State or Federal regulation or law shall be binding to the extent required by such regulation or law.

On agreement between the Board of education and the Union, hearing upon a grievance may be commenced at any step, and any time limit with the grievance procedure may be extended by mutual agreement.

An employee or the Board has the right to be represented at any step in the grievance procedure by an attorney or representative of their choice.

Any disposition of an appeal that is not issued within time limits specified shall result in a forfeiture of the grievance.

It is the intention of both parties hereto that the procedure set forth herein shall serve as a peaceful means for settlement of any dispute which may arise between them. Therefore, the Union and its members, individually and collectively, agree that during the term of this agreement there shall be no strikes, stoppage of work, slow down, or sit down, and the employer agrees that it will not institute any lock out during the duration of this agreement.

It is specifically understood and agreed that the employer for the duration of a strike, work stoppage, slow down, or sit down shall have the sole and complete right of discipline, including discharge. Any violations of **Section 4**, are not subject to the provisions of **Article 13**.

ARTICLE 14

Stewards

The employer recognizes the right of the Union membership to elect stewards and alternates from the employees seniority list. The authority of the steward and the alternate so elected by the Union shall be limited to, and shall not exceed, the following duties and activities with the employer or the designated school representative in accordance with the provisions of this agreement during working hours without loss of pay so long as prior approval is granted by their immediate supervisor.

Section 2 The collection of dues when so authorized by the Union.

Section 3 The transmission of such messages and information, which shall originate with, and are authorized by the Union or its offices, provided such messages and information:

- a. Have been reduced to writing, or,
- b. Are of a routine nature and do not involve work stoppage, slowdown, or other interference with the employers business.

The Steward and alternate have no authority to take strike action, or any other action that interrupts the employers business. The employer recognizes these limitations upon the authority of the steward, and his alternate and shall not hold the Union liable for such acts. The employer shall have the authority to impose proper discipline, including discharge, in the event the steward has taken any of the above actions. (i.e. strike, slow down, work stoppage, etc.)

Section 4 It is recognized that the Union may use school buildings for meetings, providing the proper procedures are followed in the scheduling of these buildings.

- a. During the normal school day, only the building administrator may grant permission.
- b. Other than the normal school day, only the Community Education Director may grant permission.

The Union will be responsible for maintenance and supervision at said meetings.

ARTICLE 15

Leave of Absence

Section 1 Any full time employee desiring a leave of absence from his employment shall secure written permission from the employer. Leave of absence of short duration without pay may be granted subject to the availability of an adequate replacement. Any such request will be in writing and submitted at least five (5) days prior to the date of anticipated absence. The supervisor may waive the five (5) day requirement in cases of emergency.

Full time employees shall be allowed a leave of absence equal to their accumulated sick days subject to the availability of an adequate replacement.

Section 2 The employer agrees to grant time off limited to three (3) days in any one calendar year, without discrimination or loss of seniority rights and without pay to an employee to attend a labor convention or serve in any capacity on other official Union business, provided that one week written notice is given to the employer by the Union, specifying length of time off for Union activities. The Union guarantees that there shall be no disruption of the employers operations due to lack of available employees or the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

Section 3 Employees shall receive credit for two (2) personal business days on the first day of the school fiscal year. Employees starting in the second six months, (January 1 – June 30) shall receive a proration of one (1) personal business day. Personal business is defined as domestic, financial or legal business that cannot be done outside of working hours. It is understood that personal business days may not be used for social, leisure, or recreational purposes or in conjunction with a holiday, vacation or recess period. (Emergency personal business days may be granted by the Superintendent, depending upon the need and the attendance record of the employee.) Personal days shall not be cumulative.

Section 4 Medical disability leaves shall be granted for a period of up to on (1) year upon the same provisions of Article XV, Section 1. Such leaves of absence shall be without pay, fringe benefits or accrual of vacations or sick leave. The Employer upon written request by the Employee may extend medical disability.

ARTICLE 16

Equipment, Accidents and Reports

- Section 1** In establishing operational procedures, the employer shall consider personal safety.
- Section 2** When an employee is required by a supervisor to work under a condition which the employee regards a violation of a safety rule, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the garage, supervisor and/or Safety Officer.
- Section 3** An employee who is injured while performing his job and is required to leave the job because of such injury and is required to remain off the job by medical authority will be paid for the whole day.
- Section 4** The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law.
- Section 5** An employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.
- Section 6** It is the duty of the employee and he shall immediately, or at the end of his shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the Employer. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the garage, supervisor and/or Safety Officer.

ARTICLE 17

Separability and Savings Clause

- Section 1** In the event that any court of competent jurisdiction shall at any time declare any provision of this Agreement invalid, the decision shall not invalidate the

entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2 In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE 18

Safety Committee

Section 1 A Safety Committee shall be composed of Union and Employer representatives who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.

Section 2 The Safety Committee shall be composed of the Transportation Supervisor and two (2) bus drivers or mechanics (Appointed by the Union) and shall meet in September and, January or when necessary. The Transportation Supervisor shall prepare the agenda with input from members of the Union. The agenda shall be in the hands of members of the Committee at least 72 hours prior to the scheduled meeting. The meeting time and date shall be posted and notes taken. A copy of the notes and agenda will be forwarded to the Superintendent.

ARTICLE 19

Worker's Compensation

The Employer shall maintain insurance benefits for the mechanic and mechanic's helper, while the employee is receiving Worker's Compensation from the school, up to a maximum of one year.

ARTICLE 20

Continuing Contract Revisions

Section 1 The Board and the Organization mutually agree that the terms and conditions set forth in this Agreement represent the full and 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.

Section 2 Should a discussion of the parties result in a mutually acceptable amendment to the Agreement, then the proposed amendment shall be subject to ratification by the Board and the Union.

ARTICLE 21

Health Insurance/Life Insurance

Full-time bus drivers may, at the expense of the individual driver, and if eligible to participate in the Employer's group health insurance program, institute a payroll deduction authorization for the deduction of such premiums during the school year. The driver who desires to continue coverage through the summer months shall make arrangements with the payroll clerk for deductions during that period or shall pay such premiums to the Employer according to the premium payment schedule for the school district. The employer will pay \$100 per month toward participation in the Employer's group health insurance program for all drivers who choose to participate in the Employer selected health insurance program.

All bus drivers shall be provided with \$18,000 Term Life Insurance with the carrier to be selected by the Board.

The Mechanic and Mechanics Helper will receive medical insurance benefits that are comparable to or exceed the benefits provided to the administrative staff. This insurance shall include health, vision, and dental. (93% of the total cost of the premium will be paid by the District, 7% co-payment will be the responsibility of the employee)

ARTICLE 22

General Provisions

- Section 1** Authorized representatives of the Union shall be permitted to visit the operation of the employer during working hours to talk with stewards of the local Union and/or representatives of the employer concerning matters covered by this agreement, so long as this conference doesn't interfere with the duties of the employee.
- Section 2** The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with employee consent. Requests for this information shall be made in writing to the Superintendents office.
- Section 3** The employer shall provide for bi – weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and all deductions made for any purpose. Any confirmed errors in an employees pay will be corrected as soon as possible when reported and in any event by the following pay date.
- Section 4** Should the employer require any employee to give bond, cash bond shall not be compulsory and the employer shall pay any premium involved.

- Section 5** The employer will supply uniforms for the mechanic and the mechanics helper. The employer will also supply coveralls for the mechanic and the mechanics helper to be used during foul weather.
- Section 6** The school will provide legal counsel to represent any employee as required or needed as a result of acts occurring when and while said employee is in the performance of his / her normal duties and responsibilities provided that it has been determined that the employee has acted within the scope of school and administrative policy.
- Section 7** The employer shall provide an area in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the Union and employer.
- Section 8** At the beginning of the school year, the business office will compile a listing of sick leave accumulations. The list will be posted in the drivers lounge.
- Section 9** When an employee is required by the employer to furnish his own transportation to and from a job location, he / she shall receive a mileage allowance, the rate of which is established by board policy, or will be furnished transportation by the school district. From home to the job is not considered part of this section.
- Section 10** For any school or in-service training assigned by the administration, the employee will receive one and a half times straight time pay if the school or in-service training is held on a Saturday, Sunday, or Holiday. If the training is held on a weekday, the employee will receive normal straight time pay.
- Section 11** The cost of tuition and expenses for conferences and workshops will be paid by the district. The Superintendent or his designee will choose courses and the personnel to attend.
- Section 12** Vacancies will be filled according to seniority, if all other matters such as ability and qualification are, in the opinion of the employer, equal.
- Section 13** The Employer reserves the right to hire supervisory and salaried employees at its own discretion and will consider existing employees who apply.
- Section 14** An Employee, when assigned to work in a higher classification shall receive the higher rate of pay for those hours so worked in the higher pay classification. When an employee is assigned work in a lower classification during the workday he shall not suffer a reduction in pay.
- Section 15** The Employer agrees to furnish all necessary equipment needed to perform their assigned duties. Further, the Employer agrees to keep said equipment in safe operating condition.
- Section 16** Positions, other than bus driving, that open in the Transportation Department will not be subject to the bidding process but will be applied for through formal employee application.

- Section 17** Upon completion of their thirty (30) working day probationary period new transportation personnel will be provided with a District Jacket at no cost. The district will purchase jackets for all transportation personnel only once in every 3 year period. Those employed at the time of those purchase dates shall receive a jacket at no cost and will have those jackets replaced every 3 years thereafter.
Annually (every fall) transportation personnel will have \$50.00 credit to apply to any item(s) they wish to purchase from the “Black Hawk Store”.
- Section 18** No more than once each year the district will pay \$150.00 to the mechanic and mechanic’s helper for the purchase of work/safety shoes. Payment will be made upon presentation of a receipt to the Business Office.
- Section 19** Bus drivers may, at the discretion of the Administration, be assigned to drive school owned or leased vans or passenger automobiles, it is understood that these school vehicles may be used without employing a bus driver when appropriate for groups of fewer than 7 people.

Understanding that a school bus is the preferred form of transportation for the districts children, it is agreed that the district will not use a combination of vans or passenger automobiles to circumvent the use of a school bus for the transportation of students to and from school or school related events.
- Section 20** It is recognized that discipline is important to school bus safety. Principals will talk to parents, and students as needed. Administrators may attempt to set up a discipline workshop for bus drivers.
- Section 21** The Employer shall provide a refresher course, at the District’s expense, in the use of safety equipment and emergency first-aid.
- Section 22** At times new “regular” and or “extra” runs/routes have to established. These runs/routes shall be posted and bid as outlined in **Article 25 Section 3**. However, only the new run/route will be assigned at the bid meeting for up to a twenty day trial period. (During the trial period, a substitute may be used to fill any vacancy created by this process.)

If within the twenty day trial period it is determined that the new run/route remain, the bid process would then continue assigning any and all runs/routes vacant as a result of assigning the new one. If on the other hand the new run/routes were to be discontinued, the driver having the discontinued run/route would return to their previous assignment if any.
- Section 23** Evaluation will continue. Copies of the evaluation sheet are available from the Transportation Supervisor. Evaluations are used to help drivers improve.
- Section 24** The Employer shall conduct the required number of bus evacuation drills each school year.
- Section 25** Drivers are required to keep the interior of buses clean. Drivers who volunteer to wash the outsides of buses when requested by the Supervisor shall receive one (1) hour’s pay per bus at the extra trip rate.

ARTICLE 23

Sick Leave

Section 1 All full-time employees shall be credited one sick leave day per month provided ten (10) working days are scheduled in that month for the month to count for sick leave credit purposes. There shall be a maximum of ten (10) sick days credited in any calendar year. Starting with the 1993-1994 contract year, drivers who successfully bid on extended school year driving assignments may accumulate one (1) additional day of sick leave per year.

Section 2 Any unused portion of the sick leave shall accumulate to a maximum of ninety (90) days for bus drivers.

In June of each year, the bus drivers, mechanic and mechanics helper shall be paid \$200.00 if they did not miss any workdays except those due to school-related activities, bereavement, or the paid personal day during the previous 12 months (June through May); or they shall be paid \$100.00 if they missed only one day; or \$50.00, if they missed only two days.

Transportation personnel (drivers, lead mechanic, mechanic's helper) will be paid in June, eight dollars (\$8.00) for every sick day exceeding 70 and capped at 80. It is agreed that personal business days will not be counted against this provision.

Section 3 Sick leave shall be available for use by employees in the bargaining unit for the following purposes:

- a) Personal illness. (1/3 day minimum when taken ill on the job).
- b) Absence from work due to exposure to a contagious disease.
- c) Medical treatment or dental extraction (in not less than 1/3 day increments)
- d) Up to three (3) days may be used for illness or injury to a member of the immediate family.

Spouse	Brother	Stepfather
Daughter	Mother-in-Law	Stepmother
Son	Step-son	Step-daughter
Father	Father-in Law	Grandparent
Mother	Grandchild	Sister

Section 4 If the Mechanic or Mechanic's Helper in unable to report to work when Attendance is required on inclement weather days, he/she has the option of using a sick leave day.

Section 5 Sick leave may not be granted in anticipation of future service.

Recognized holidays falling within a sick leave period shall not be counted as sick days.

Section 6 A medical certificate may be required in the absence of evidence of an employee's illness or injury that prevented his/her attendance at work for a period of five (5) or more consecutive days.

Section 7 For the loss of time because of an injury incurred in the line of duty, regular employees shall receive full pay for up to one (1) full workweek (5 days) after each incident without drawing from sick leave. This shall apply to an initial injury only, and shall not be allowed on reoccurrence of previous injuries unless validated by the school physician. The school district will pay the physicians charges.

Section 8 An employee, who has been previously absent due to illness, will not be authorized to return to work unless proper advanced notification is given. Such notification of the employees' intent to return to work must be to the Supervisor before the end of the employees regular shift of the day before return is anticipated unless prior arrangements have been made with the Supervisor.

Section 9 A regular employee who suffers injury, after the first (1st) week compensable under the Workers Compensation Act may be paid the difference between his / her regular wages and payment received under the provisions of the Act, to be deducted from accumulated sick leave.

When sick leave credits are exhausted, the employee will remain on Workers Compensation until its benefits are exhausted. Employees, if requested, will be required and will submit a report from a doctor following a prolonged illness or injury indicating that he / she is physically able to perform work available before his / her return to active work.

Employees, upon retirement, will be paid Twenty (20) dollars per day for the unused portion of their accumulated sick leave up to a maximum of 90 days.

Section 10 In the event of death in the immediate family an employee will be paid his / her regular daily rate for up to three (3) days for time lost from work in order to make arrangements or to attend the funeral. There shall be no funeral pay for Saturday, Sunday, holidays, or vacations should a funeral occur during any of these days.

The employees immediate family shall be:

Spouse	Brother	Stepfather
Daughter	Mother – in – law	Stepmother
Son	Father – in – law	Sister
Father	Grandparents	Stepson
Mother	Grandchildren	Stepdaughter

Such unused days in any year shall not be cumulative. Employees shall furnish the school, upon request, with proper proof of such relationship and the

taking of such time and pay under false representation shall be considered cause for dismissal.

Section 11 An employee who for any reason is unable to report to work shall notify the Supervisor of such condition not later than one (1) hour before the start of his / her regularly scheduled duties, except at the discretion of the Supervisor in cases of emergency.

ARTICLE 24

Limitation of Authority and Liability

Section 1 No employee, Union Member, or other agent of the Union shall be empowered to call or cause any strike, work stoppage, or cessation of employment prohibited under Act 379, P.A. 1965, nor shall the employer provoke a strike action by the Union or its members.

Section 2 Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in **Article 13** of this agreement, may be summarily discharged by the employer without liability on the part of the employer or the Union.

ARTICLE 25

Hours of Work and Overtime

Regular Route: Regular morning and afternoon runs that require the use of a school bus for the transportation of students on a regular basis.

Regular Extra Run: Midday Elementary, After School, Vocational, and similar runs that require the use of a school bus for the transportation of students on a regular basis.

Extra Trips: Sports Events, Classroom Field Trips, etc. that require the use of a school bus for the transportation of students on an occasional basis.

Section 1 The maximum regular work week for daily runs is established as Monday through Friday. A regular work week may be shorter but not greater than five (5) days.

Section 2 Time and one – half (1 ½) will be paid for all work in excess of forty hours in an established work week. Time not worked but compensated for (sick leave, etc.) shall not be considered as time worked when computing overtime, with the exception of Saturday, Sunday and Holiday driving time which will be reimbursed at time and one half (1 ½).

Section 3 If for any reason a driver is unable to complete his/her route assignment, the route will be posted as soon as possible with notice to all drivers. A meeting with the supervisor will be held and bids on all open routes shall be received. At the conclusion of the meeting, all route assignments shall be made.

Section 4 All routes will be bid on a seniority basis at the beginning of each school year. Any changes of these assignments shall be made as per procedure prescribed in **Section 3**. All regular bus routes and bus assignments will be determined by the Supervisor who may request a conference with drivers to determine the most efficient route. Route times will be established prior to the beginning of school on all regular runs.

Section 5 Drivers shall be notified as soon as possible that school is not in session due to Acts of God (weather, health, etc.)

Section 6 The employer shall pay at the extra trip rate for drivers to attend the mandatory bus driver training programs.

Section 7 Extra Trips shall be posted as soon as possible and whenever Extra Trips are required; the driver selected to take the Extra Trip will be taken by rotation from the seniority list. Each driver will have the opportunity to either accept or reject the Extra Trip when his / her name comes up according to the seniority list, with the least senior driver required to take the Extra Trip unless a qualified substitute is willing and available

For the purpose of this clause, time not worked because the employee did not choose to work, will be charged to the employee for the purpose of maintaining the rotation of the seniority list. If a driver finds, after sign up deadline, that he / she cannot take the trip due to an emergency, etc., then the next available "YES " will be asked to take the trip. This will be done so as not to affect the rotation of the seniority list for the next trip.

Three seniority lists will be kept for bidding: One for Extra Trips, one for Kindergarten, Enrichment, and Vocational Runs, and one for Route Openings. All Extra Trips, Routes, etc. will start over at the top of the seniority list at the beginning of each school year or in the event that an Extra Trip makes the entire rotation and a substitute is used.

Drivers with a regularly scheduled After School or Midday Elementary run may not take other driving assignments that interfere or conflict with the drivers assigned run.

Regular Extra Runs, which become available during the school year, are made available by seniority as per **Section 3 of ARTICLE 25**. However, Drivers may only have one "Regular Extra Run" in addition to their regular AM & PM Runs.

In the event a "Regular Extra Run" goes through the entire seniority list without being assigned, it will then be offered again starting at the top of the list with those already having a "Regular Extra Run" allowed to take the job in addition to their current assignments provided scheduling permits.

In the event a "Regular Extra Run" goes through this process and is not assigned, then it may be assigned by the Director of Transportation to a qualified substitute driver.

Section 8 If an Extra Trip interferes with a driver's regular run, the Employer guarantees the driver no loss of income.

When a driver bids on an extra trip and that trip interferes with the regular run, the driver shall receive his "run pay" for the first hour of the trip.

Section 9 Routes for the Summer will be posted and bid on a seniority basis. Summer routes and bus assignments will be determined by the Supervisor. Route times will be established prior to the beginning of the Summer routes.

Drivers will bid on Summer routes by seniority. Once a driver is awarded a route for the summer, regardless of the length of the program, he/she may not "bump" into another program once their original assignment is complete.

If for any reason a driver is unable to complete a summer route assignment, the route will be posted as soon as possible with notice to all drivers. A meeting with the supervisor will be held and bids on all open routes shall be received. At the conclusion of the meeting, all route assignments shall be made.

Section 10 Expenses incurred for the sole benefit of the driver shall be paid for by the driver.

Section 11 The salary schedule is included as Appendix A, Schedule A. Drivers will be paid by the run or by the hour depending upon what work is performed. For retirement purposes, drivers shall be credited with 2 hours service credit for each Regular, MIDDAY, or After School Run that they complete.

Section 12 Drivers will be granted a minimum of two (2) hours call-in time when extra trips are cancelled less than three (3) hours prior to the scheduled departure time. Notice of cancellation of the trip shall be given to the driver by the Director of Transportation or his/her designee.

Section 13 When a bus breaks down because of mechanical failure, After the first thirty (30) minute period after the call, the driver shall be paid the hourly trip rate for all time starting with the time of the call.

Section 14 Drivers, when not on bus runs, will be given the first opportunity to perform substitute custodial work at the established substitute rate. Drivers interested in this must submit their names to the Building & Grounds Supervisor prior to October 1st of each year, and complete a two- (2) hour orientation dealing with custodial procedures prior to being allowed to substitute.

Section 15 Admission tickets will be provided to drivers for out-of-district school events for which they transport students.

A meal allowance for taking an Extra Trip of 5 consecutive hours or more shall be paid at a rate of \$10.00 per trip. A signed request statement is required.

Section 16 Drivers required to attend hearings/court appearances on behalf of the school district will be reimbursed at his/her hourly rate of pay. Drivers will also be reimbursed for their travel to and from court at the existing mileage rate.

A driver who is called to jury duty will be reimbursed as if he/she had worked his/her scheduled shift, upon providing the District with proof of appearance. Any stipend paid by the court for appearing for jury duty is to be reimbursed to the District immediately upon receipt. Leave for jury duty is awarded only for the reasonable time that the employee is needed, which may include partial or whole day. Drivers are expected to return to work in a reasonable time after jury duty obligations have concluded.

Section 17 The district will pay the cost difference between a regular driver's license and any other State endorsement, upon renewal, necessary to drive a school bus. At the present time, this includes a Commercial Driver's License (CDL).

Section 18 The school district requires all school bus drivers to receive an annual physical examination meeting the requirements of Act 187 of the Public Acts of 1990 administered by the physician of the District's choosing. The district will pay the full cost of that. In addition, the district will pay at the extra trip rate for the time a driver invests in meeting this requirement (travel to the appointment, the appointment, and travel back).

Section 19 The Employer will pay the full cost of a x-ray when required to satisfy T.B. test requirements, provided that the x-ray is conducted at a district named facility. If the employee chooses not to use the district named facility, the district will pay only \$45 toward the cost.

Section 20 Bus Drivers & Mechanics who have the following number of years of unbroken service with the district will receive an annual longevity allowance as follows.

<u>Years of Service</u>	<u>Bus Drivers</u>	<u>Mechanics</u>
2 or more	\$300	\$300
5 or more	\$400	\$400
10 or more	\$500	\$500
15 or more	\$650	\$650
20 or more	\$800	\$800
25 or more	\$1,000	\$1,000

A. Longevity payments will be made two (2) times a year according to the following schedule:

1. When an employee reaches his longevity anniversary date of unbroken service between January 1 and June 30, payment will be made on the second payday in June.
2. When an employee reaches his longevity anniversary date of unbroken service between July 1 and December 30 payment will be made on the first pay in December.

- B. If longevity pay is due to an employee and he retires, quits, dies, etc., longevity pay will be paid to the employee or his family.

Section 21 Those employees who are scheduled to work only on the required student attendance days shall be compensated for days so worked. However, bus drivers will be compensated their regular runs/hours for the first two (2) inclement weather days occurring during the regular school year.

On days students are not in attendance due to inclement weather the Mechanic and Mechanic's Helper shall be required to report for work. They may work an altered schedule to insure eight hours of pay upon arrival. If the Superintendent or designee does not require them to report, regular pay will be received. If they are unable to report due to inclement weather when attendance is required, they may be granted the option of the use of a vacation day Or sick leave day.

In the event that the employee was issued a directive to remain off of work from a medical doctor prior to the "calling" of the inclement weather day, such time shall be deducted from her/her sick leave and not counted as inclement weather days.

Section 22 Tornado watches will be handled as per Board Policy. If drivers are called In early or held over for any reason, they will be paid at the extra trip rate for such time.

Section 23 VACATION SCHEDULE Mechanic and Mechanic's Helper

One year of service_____	10 days
After six years of service _____	15 days
After twelve years of service_____	16 days
After thirteen years of service_____	17 days
After fourteen years of service_____	18 days
After fifteen years of service_____	19 days
After sixteen years of service_____	20 days
After eighteen years of service_____	22 days

Vacation days can only be accumulated in the amount not to exceed Twenty (20) days at the end of each anniversary year. Employees shall Be permitted a minimum of one (1) vacation day at a time.

Employees who lose time due to on-the-job disability up to a maximum of two (2) years shall receive their vacation as though the time had been worked.

Vacations will not be taken the first week after school is dismissed in June, or the last two weeks in August.

If a vacation is to last five (5) days or more, a request will be made, in writing, to the supervisor, at least one (1) week in advance.

ARTICLE 26

Duration of Agreement

Section 1 This Agreement shall be in effect from July 1, 2010 to June 30, 2013.
New salaries shall have an effective date of July 1.

In witness whereof, the parties hereto have hereunto set their hands the day and year as above written.

For the Teamsters,
Local 214:

For the Fennville Public
Schools:

Business Agent
Local 214

President
Board of Education

Union Steward,
Local 214

Vice-President,
Board of Education

Appendix A

SCHEDULE "A"

Bus Driver	2010 - 2011
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Probationary (Per Run)	\$23.40
<u>2 Hours Service Credit</u>	
Regular Route (Per Run)	\$27.70
<u>2 Hours Service Credit</u>	
After School (Per Run)	\$27.70
<u>2 Hours Service Credit</u>	
Midday Elementary (Per Run)	\$28.28
<u>2 Hours Service Credit</u>	
Extra Trip (Per Hour)	\$12.00
VoTech (Per Hour)	\$12.00
Run miles over 25 Miles	.46 (per mile over)

Lead Mechanic (Hourly)	2010 - 2011
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Probationary	\$14.93
Base	\$16.73
Second Year	\$20.01

Mechanics Helper (Hourly)	2010 - 2011
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Probationary	\$11.05
Base	\$12.07
Second Year	\$14.65

Reopener for wages only in 2011-12 and 2012-13 if necessary.
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Bus Driving pay for the Mechanic's Helper will equal the per run pay of a driver after two years of unbroken service to the District.

Second year rate begins with the anniversary of the employees hire.

APPENDIX B

SCHEDULE B - Holidays

Bus Drivers

- 1 Labor Day
- 2 Memorial Day
- 3 Thanksgiving Day
- 4 Day After Thanksgiving
- 5 New Years Eve
- 6 New Years Day
- 7 Christmas Eve
- 8 Christmas Day
- 9 Independence Day
(If working during the summer)

Mechanic & Mechanic's Helper

- 1 Labor Day
- 2 Memorial Day
- 3 Thanksgiving Day
- 4 Day After Thanksgiving
- 5 New Years Eve
- 6 New Years Day
- 7 Christmas Eve
- 8 Christmas Day
- 9 Independence Day
- 10 Good Friday
(Same schedule as Teachers calendar)

In order to be paid for a holiday, an employee must be in attendance one full day before and one full day after said holiday, unless on an approved absence.

APPENDIX C

MEMORANDUMS OF UNDERSTANDING

Listed below are two (2) memorandums of understanding. The two memorandums reflect an understanding between the two parties. The first memorandum of understanding concerns the posting of extra trips. Memorandum number two concerns trip cancellations.

C-1 Postings of Extra Trips

The Union and the Employer acknowledge and agree that on any given day a situation may arise where the Employer will have reasonable cause to deviate from using **ARTICLE 25, SECTION 7**, of the Collective Bargaining Agreement. In making assignments of trips and runs which become available for extra work by bus drivers. Such situations are those which arise suddenly and for which a driver must be promptly secured. It is not intended that these situations become routine and recurrent as to any particular run or trip. Where there is sufficient time, the procedure of **ARTICLE 25, SECTION 7**, should be used in the assignment of runs and trips, which become available for extra work by bus drivers. In those situations where the employer deviates from the provisions of **ARTICLE 25, SECTION 7** of the Collective Bargaining Agreement, the Employer will notify the Union within 24 hours from the time of the deviation. If possible, a Union Representative will be notified prior to the deviation. The union reserves the right to grieve any such deviation from the provisions of **ARTICLE 25, SECTION 7**, of the Collective Bargaining Agreement which is believed to be without reasonable cause.

C-2 Trip Cancellation

When a driver bids on an extra trip and that trip is cancelled more than three (3) hours before leave time, that driver goes to the top of the list for the next available (available being more than forty-eight hours) trip.

However, in the event there is more than one trip available, that driver would bid based on seniority. For example, if an awarded trip is cancelled and the driver of the cancelled trip has two years seniority and three trips become available, that driver is guaranteed one of those trips, but only in order of seniority.

Based on the trip rotation, more senior drivers have the opportunity to bid first on two of the three trips. Of course, if the driver of the cancelled trip is the most senior, he/she would get first bid rights without regard to the number of available trips.