

AGREEMENT BETWEEN
THE BOARD OF EDUCATION
of the
LAKEVIEW SCHOOL DISTRICT

and the
LAKEVIEW SCHOOL BUS DRIVER
CHAPTER OF LOCAL 331
AFFILIATED WITH MICHIGAN
COUNCIL 25, AFSSCME, AFL-CIO

2011-2012

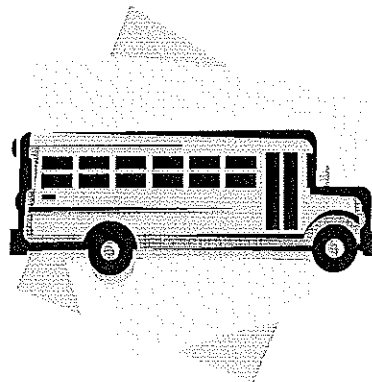


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PURPOSE AND INTENT

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.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I **UNION RECOGNITION - EMPLOYEES COVERED**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All regular school bus drivers and substitute school bus drivers and school bus aides employed by the Lakeview School District excluding all supervisory employees.

ARTICLE 2 **AIDE TO OTHER UNIONS**

To the extent permitted by law, the Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union. Allowing a labor organization, group or organization to use facilities of the Employer shall not constitute a violation of this Agreement.

ARTICLE 3 **BOARD OF EDUCATION RIGHTS**

- A. The Employer, 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

Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing the right to:

1. The management, direction, and control of the working force.
 2. The management and control of school properties, facilities, instruction, support services, athletic, and/or recreational programs.
 3. Determine methods used in performing all work.
 4. Determine the selection, direction, transfer, promotion or demotion, discipline or dismissal of all school personnel.
 5. Determine, establish and change bus routes.
- B. The exercise of these powers, rights, authority, duties, and responsibilities and discretion necessary by the Employer and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.
- C. Nothing contained in this Agreement shall be considered to limit the Employer's management rights under Subsections 15(3) and (4) of the Public Employment Relations Act (PERA). In the event of any conflict between this section and any provision of this Agreement, this section shall prevail and provide the paramount premise for interpretation of this Agreement.

ARTICLE 4

UNION SECURITY, AGENCY SHOP

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union which is a legally permissible amount not to exceed the dues uniformly charged for membership for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective, shall be required as a condition of continued employment to become members of the Union or pay a service fee which is a legally permissible amount not to exceed the dues required for membership commencing thirty (30) days after the effective date of this Agreement.
- C. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment to become members of the Union or pay a service fee to the Union which is a legally permissible amount not to exceed the dues required for membership for the duration of this Agreement commencing the thirtieth (30th) day following the beginning of their employment in the Unit.

- D. The Union agrees to defend, indemnify and hold harmless the District, its Board of Education, past and present members of the Board of Education and School District administrative employees from any and all liability of whatsoever kind or nature that may be incurred as a result of compliance with this Article and Article 5 including, but not limited to, back pay, costs, expenses, unemployment compensation and attorney fees.

ARTICLE 5

DUES, SERVICE FEES, CHECK-OFF REMITTANCE OF DUES AND FEE

- A. The Employer agrees to deduct from the wages of any Employee before any credit union deduction all Union membership dues and service fees uniformly required as provided in a written authorization signed by the Employee.
- B. Dues and service fees will be certified in accordance with the Constitution and By-Laws of the Local Union. Each Employee and the Union here by authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees.
- C. Check-off deductions under all properly executed authorization for check-off shall become effective at the time the application is signed by the employee and shall be deducted on the first pay of the month as authorized by the Local Union and remitted thereafter to the Secretary-Treasurer of Council 25, AFSCME, AFL-CIO, on behalf of the Local Union no later than the conclusion of the month following deduction of said dues.
- D. The Employer agrees to furnish the Union with an initial list of Employees names and mailing addresses of Employees for whom deductions for Union membership or service fees are being deducted and remitted to the Union.

Any Employee, new hires or Employee termination shall be noted, thereafter, with respect to the list of Employee names provided in this sub-section.

It is agreed that by forwarding a copy of the check-off authorization, the Employer shall be deemed to have complied with this paragraph.

ARTICLE 6

UNION REPRESENTATION

- A. The Employees covered by this Agreement will be represented by one (1) to four (4) stewards elected by the members of the Unit.

- B. The Employer will be notified of the names of the stewards. Employees covered by this Agreement will be represented in negotiations by four (4) negotiating committee members of the Unit.
- C. It being understood, however, that grievance conferences, special conferences, and negotiating meetings will be normally held at times other than the bus driver's regular work hours unless otherwise agreed to; in which event, the Employer agrees that participants in the same shall suffer no loss of time or pay from regular work hours.

ARTICLE 7
SPECIAL CONFERENCES

- A. Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and at least two (2) of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Special conferences may be attended by representatives of the International Union.
- B. The Union representatives may meet on the Employer's property for no more than one-half hour immediately preceding the conference.

ARTICLE 8
GRIEVANCE PROCEDURE

- A. It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. In order to be a proper matter for the grievance procedure, the grievance must:
 - 1. Be presented within ten (10) days of the occurrence. The term "days" shall be defined as days when the Employer's central office is open for business;
 - 2. Cite the specific part of the agreement violated;
 - 3. Describe the violation;
 - 4. Identify relief sought.
- B. Upon meeting the above conditions, the Employer will answer, in writing any grievance presented to it in writing by the Union. The following matters shall not be subject to the grievance procedure:

1. Any dispute involving the evaluation of an Employee unless it is alleged that the evaluation constitutes discipline;
2. Any complaint within the jurisdiction of a state or federal agency;
3. Any complaint pertaining to the termination of a probationary employee;
4. Any dispute related to the provisions of any insurance contracts or policies.

Step 1

Any Employee having a grievance shall present it to the Employer as follows:

- a. If an Employee has a grievance, the grievance shall be discussed with the union steward.
- b. The steward and the grievant shall discuss the grievance with the immediate supervisor within ten (10) days of the grievant's knowledge of the facts upon which the grievance is based.
- c. If the matter is thereby not disposed of, it will be submitted in written form by the steward to the immediate supervisor within five (5) days of the date it was discussed with the immediate supervisor. Upon receipt of the grievance, the immediate supervisor shall sign and date the steward's copy of the grievance.
- d. The immediate supervisor shall give the answer to the steward within five (5) days of receipt of the grievance.

Step 2

If the grievance remains unsettled, it may be presented by the Chapter Chairperson, in writing, to the Superintendent of Schools within five (5) days after the response of Step 1 is due. The Superintendent of Schools shall sign and date the Chapter Chairperson's copy. The Superintendent shall hold a meeting between the union and all parties involved. A Council 25 representative may be present at the meeting. The Superintendent of Schools shall respond, in writing, to the Chapter Chairperson within five (5) days after the meeting has been held.

Step 3

- a. If the answer at Step 2 is not satisfactory, and the Union wishes to carry it further, it shall within ninety (90) calendar days from date of receipt of the Employer's answer at Step 2, file a Notice of Intent to Arbitrate, by sending a letter to the Superintendent of Schools. If the Union fails to request arbitration within this time limit, the grievance shall be deemed not eligible to go to arbitration.
- b. Upon written request by either party, after the Notice of Intent to Arbitrate, the Parties shall meet in order to attempt to resolve the grievance. Such meeting is not intended to be automatic for all grievances so as to defeat the purpose of Step

2. The meeting shall be composed of two (2) representatives of the Union and two (2) representatives of the employer. The Union members shall be the Chapter Chair and the Council 25 Representative, or their designee.
- c. If the Parties agree to resolve the grievance, its disposition shall be reduced to writing and signed by both the Union representatives and Employer representatives.
 - d. If the parties cannot mutually agree upon a resolution to the grievance and/or an arbitrator and the Union wishes to carry the matter further, it shall file a demand for arbitration with the American Arbitration Association no later than one hundred (100) calendar days from the date of the Employer's answer to Step 2. The arbitrator shall be selected in accordance with the American Arbitration Association's rules and regulations.
 - e. The arbitration proceedings shall be conducted in accordance with the American Arbitration Association's rules and regulations. There shall be no appeal from any arbitrator's decision provided the decision is within the jurisdiction and authority of the arbitrator. The decision shall be final and binding on the Union's members and the employee or employees involved, and the Employer. The arbitrator's jurisdiction and authority are subject to the following limitations:
 1. The arbitrator shall make a judgment based on the express terms of this Agreement and shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 2. The arbitrator shall have no power to establish salary schedules or change any salary.
 3. The arbitrator shall have no power to interpret state or federal law except as may be necessary to determine whether a grievance is eligible to be arbitrated.
 4. The arbitrator shall have no power to rule on the following:
 - (a) The termination of services of or failure to reemploy any probationary employee.
 - (b) Any manner involving employee evaluation unless it is alleged that the evaluation constitutes discipline.
 - (c) Any complaint for which there is another remedial procedure or forum established by law or regulation having force of law.

5. The arbitrator shall have no power to award interest or punitive damages.
- f. The expense for the arbitrator shall be shared equally between the Employer and the Union.
- g. Time limits to any grievance may be extended in writing for a mutually agreeable time at the written request of either party.
- h. The Chairperson and the steward of the Union committee shall be allowed reasonable time off the job without loss of time or pay to investigate grievances with prior approval of the appropriate program Director or the Superintendent.

If a grievance is not filed or appealed within the time limits set forth in this grievance procedure, the grievance shall be considered withdrawn and all further proceedings shall be barred. The Employer's failure to answer a grievance at any step within the applicable time limits shall constitute a denial of the grievance at that step and the grievance shall be automatically advanced to the next step.

ARTICLE 9

DISCIPLINE AND DISCHARGE

- A. **Notice of Discharge or Discipline**
The Employer agrees, promptly upon the discharge or discipline of an Employee, to notify, in writing, the employee and his/her Chairperson of the Union or his/her designee of the discharge or discipline. Said written notice shall contain the specific reasons for the discharge or discipline.
- B. **The discharged or disciplined Employee will be allowed to discuss his/her discharge or discipline with his/her Chairperson or designee and the Employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or their designated representative will discuss the discharge or discipline with the employee and the Chairperson or designee.**
- C. **Appeal of Discharge or Suspension.**
Should the discharged or suspended employee consider the discharge or suspension to be improper, a grievance may be initiated at the Second Step of the grievance procedure. Any such grievance must be filed with the Superintendent or designee within five (5) days of the date of the suspension or discharge. The term "days" shall be defined as days when the Employer's central office is open for business.

- D. All other disciplinary action shall follow the regular steps of the grievance procedure.
- E. Upon request, an employee shall have a union representative present at an investigatory meeting, which the employee believes could lead to disciplinary action.

ARTICLE 10
SENIORITY

New Employees hired in the unit shall be considered as probationary Employees for the first sixty (60) actual driving/riding days of their service as a bus driver/aide. Once an Employee has successfully completed his/her probationary period, he/she shall be placed on the seniority list ranked according to completion of Probationary Period. Seniority is acquired as a driver or an aide separately. Drivers cannot displace aides and aides cannot displace drivers. Seniority is specific to classification.

- A. The Union shall represent probationary Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1, of this Agreement, except discharged and disciplined Employees for other than Union activity.
- B. A Unit Member's hire date will be the date he/she successfully passes the road test and is available to drive.
- C. A Substitute Driver/Aide who has successfully completed the above probationary period will not be required to serve another probationary period once they become a regular driver or aide.
- D. The seniority list on the date of this Agreement shall show the hire date into the bargaining unit. Seniority lists will be maintained on a unit basis. All bargaining unit members will be ranked for seniority purposes according to the classifications of
 1. Regular drivers
 2. Substitute drivers
 3. Probationary Employees
 4. Bus Aides

according to their most recent date of entry into the classification.

- E. A substitute Driver/Aide awarded a position in the Regular Driver's/Aides classification will be ranked on the seniority list based on their most recent date of entry into the classification.
- F. Regular Drivers/Aides, who voluntarily relinquish their regular Driver/Aide position will be ranked for seniority into the substitute classification based on the date they relinquish their Regular Driver/Aide position. Regular Drivers/Aides, who

involuntarily relinquish their regular Driver/Aide position will be ranked for seniority into the substitute classification based on their current Regular Driver seniority date.

- G. The Employer will keep the seniority list up to date at all times and will keep a current copy posted at the bus garage.
- H. Substitute drivers who move from one seniority classification to another classification shall continue to accumulate separate classification seniority as long as there are no more than two (2) such moves during a school year. Every additional move within the school year shall be ranked for seniority based on their most recent date of entry into the new classification.

ARTICLE 11

LOSS OF SENIORITY

An Employee shall lose his/her seniority and terminate his/her employment for the following reasons only:

- A. He/she quits.
- B. He/she is discharged and the discharge is sustained.
- C. He/she is not available for three (3) consecutive assignment days without notifying the Employer. In proper cases, exceptions may be made by the Board of Education.
- D. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Board of Education.
- E. Return from sick leave and leaves of absence will be treated the same as "C" above.

ARTICLE 12

LAYOFF DEFINED

This article does not apply to substitute Employees.

- A. The word "layoff" means a reduction in the work force classification by classification.
- B. When a layoff takes place in a specific classification, employees not entered on the seniority list shall be laid off first provided that a more senior employee is qualified to perform the duties of the remaining positions. Thereafter, employees shall be laid off in the inverse order of their seniority, i.e., the least senior employee on the

seniority list being laid off first provided there are employees qualified to perform the duties of the remaining positions.

- C. Employees to be laid off will receive at least five (5) calendar days notice of the layoff. The Chapter Chairperson shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- D. A laid off employee who is employed as a Substitute Employee shall be paid at the rate applicable to Substitute Employees.

ARTICLE 13
RECALL PROCEDURE

This Article does not apply to substitute Employees.

Laid off Employees shall be entitled to recall to openings for which they are qualified and for which they have seniority within their classification. Recall will be based upon classification seniority with the most senior Employee on layoff being recalled first. Laid off Employees shall be given first opportunity to work all available hours within their classification by seniority. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report to work within three (3) calendar days from receipt of the notice of recall, this shall constitute his/her resignation from employment and all employment rights shall automatically terminate. In proper cases, extensions may be granted by the Employer.

A laid off Employee shall lose all recall rights in the event he/she is not recalled from layoff status within twenty-four (24) months from the effective date of his/her layoff.

ARTICLE 14
TRANSFERS OUT OF THE BARGAINING UNIT

Employees transferring to a position within the District but outside the Bargaining Unit will retain bargaining unit seniority for a six (6) month period. However, time served in non-bargaining unit positions shall not count as seniority in the bargaining unit.

ARTICLE 15
JOB POSTING AND BIDDING PROCEDURES

Vacancies that the Employer determines to fill shall be posted within three (3) days of the date the vacancy occurs. The term "days" shall be defined as days when the Employer's central office is open for business. A vacancy shall be defined as a position which is unfilled, because it is newly created or because the individual employed in that position has

severed his/her employment in that position by resignation, death, retirement, discharge or because the person who held that position has transferred to another position and has occupied the new position for at least six (6) months.

Vacancies shall be filled on the basis of seniority in the classification and qualifications. All bid runs will remain open and posted for five (5) days. A vacancy in a bus driving/aide position shall set forth the route assignment for the position in a conspicuous place and shall be posted on a bulletin board in the bus garage. Interested employees shall apply by signing the bid sheet with their driver/aide seniority number and initials, within five (5) days. The position shall be awarded or denied at the end of the posting period.

Additional miscellaneous bargaining unit work will be posted for three (3) days. Preference in the assignment of this work will be given to qualified bargaining unit members.

Employees who are interested in being notified of job postings for any reason, including summer months, (June, July, and August) must indicate their interest in writing to the Transportation Supervisor. The Employer agrees to notify the Union representative in writing of any vacancies occurring during the summer months.

If an Employee is serving a suspension, he/she shall be eligible to exercise his/her bidding rights. In the event no Employees from the regular driver/aide classification bid on the position, it will be awarded on the basis of seniority and qualifications to Employees in the substitute driver/aide classification.

If a run is awarded to a substitute driver/aide and regular driver/aide then becomes available, the regular driver/aide will bump the least senior substitute driver who is assigned to an equivalent run.

A. When possible, Special Education Runs will be awarded in their entirety to one Driver/Aide. Temporary vacancies of Special Education Runs will be assigned to a Driver/Aide who has the ability to drive the run in its entirety for the duration of a temporary vacancy. If the assigned Special Education run extends beyond the close of the Lakeview School year, seniority will apply to the assignment.

B. Annual Posting and Bidding

The Employer will post a meeting notice to all Bus Drivers/Aides indicating the date, time, and place of a meeting, and communicate said information personally to the Chapter Chair. This voluntary meeting will be held prior to May 31st. The purpose of this meeting is to review and make recommendations concerning bus routes and the conduct of the August bid meeting.

Bid meetings will be held on the Tuesday one (1) week prior to the start of school.

Packets containing the following items will be available to all drivers to pick up at the Bus Garage on Friday, after 3:00 pm, prior to the Tuesday bid meeting.

- (1) Description of all runs
- (2) Current seniority list
- (3) A selection sheet on which each driver/aide is to indicate in order of preference his/her most preferred route through least preferred route
- (4) The date by which sealed route preference selection sheets are to be returned to the Director of Transportation
- (5) The date, time, and place of the bid

Employees not intending to return must submit a letter of resignation to the Director of Transportation prior to the bid meeting.

Routes will be assigned beginning with the most senior driver and going in order of seniority concluding with the least senior driver

Employees will be notified at the close of the meeting of their run assignment.

Employees excused from attendance at this meeting by the Director of Transportation will be allowed to bid by submitting their route preference selection sheets with runs ranked in order of preference to the Director of Transportation prior to the start of the bid meeting.

ARTICLE 16

HOURS OF WORK AND ASSIGNMENT

- A. Substitute Drivers/Aides will be available at home to receive assignments by telephone between the hours of 5:30 a.m. and 7:00 a.m. and 12:30 p.m. and 2:00 p.m. In the event a Substitute Drivers/Aides will not be available at their home, they will notify the Director of Transportation of a substitute telephone number where they can be reached.

ARTICLE 17

REGULAR DAILY RUNS

A regular daily run shall be defined as any run that transports students to and from school or between buildings.

- A. The Driver must report to his/her vehicle at least fifteen (15) minutes before leaving the bus garage for his/her regular run. The Driver is to pre-trip the vehicle: fuel, oil, sweep and clean the vehicle as needed. An Aide should report to his/her vehicle ten (10) minutes before the scheduled time of departure.

- B. There will be a complete description of each bus route available to bus drivers in the Transportation office.
- C. All Drivers that sign up for kindergarten sub at noon will be listed by seniority and all vacancies will be assigned from the rotation list.
- D. A rotation list shall consist of available Regular Drivers/Aides and Substitute Drivers/Aides. Temporary vacancies of two (2) days or less will be filled daily by seniority on a rotation system. Vacancies of three (3) days or more will be filled in accordance with the upgrade procedure by offering to Drivers/Aides not currently scheduled to drive/aide at the time a slot is available by seniority. The only exception is Special Education runs. Special Education runs, when possible, are driven/aided by the same Driver/Aide in all time slots (Article 15a). Therefore, Drivers/Aides will be allowed to upgrade by seniority by temporarily relinquishing their own run(s) for Special Education runs only.
- E. When a senior Driver/Aide has accepted an upgrade and a subsequent upgrade occurs, the subsequent upgrade will be given to the senior Driver/Aide in accordance with the upgrade procedure. When the more senior Driver's/Aide's upgrade terminates, he/she may bump the less senior driver/aide to drive the remainder of the subsequent upgrade.
- F. To be eligible for an upgrade, a driver/aide must be able to drive/aide a minimum of two-thirds (2/3) of the days the upgrade is expected to occur.
- G. When rescheduling, consolidating, or eliminating existing runs decreases a driver's/aide's time by twenty (20) minutes or more, the affected driver/aide will be given the opportunity to bump per the following:

When the affected driver's/aide's run was greater than two hours and is now two hours or less, he/she will be given the opportunity to bump the less senior driver/aide whose run is greater than two hours but equivalent or less time than the affected driver/aide. If there is no less senior driver/aide whose run is greater than two hours, the affected driver/aide will be given the opportunity to bump the least senior driver/aide.

When the affected driver's/aide's run was two hours or less, he/she will be given the opportunity to bump the least senior driver/aide.

The affected driver/aide must exercise this option to bump within three (3) working days of the notice of this change. This also will be done A.M. to A.M., noon to noon, and P.M. to P.M. Notice of such action will be given to the Union at least one (1) week prior to implementation when possible to allow the parties to meet to discuss the changes and implications.

ARTICLE 18
SPECIAL ACTIVITY TRIPS

A special activity trip shall be defined as a trip that transports students for the purpose of extra activity either during regular school hours or outside of regular school hours.

A. Summer Special Trips

Summer Special Trips are defined as those trips that occur between the first Monday following the last day of school and through the Sunday preceding the first day of school in the fall of each year.

B. Special Trips

1. All available special activity trips will be posted on the bid board three (3) days before the trip date, if possible. All unit members interested in making any trip posted must place their bid and priority number on the trip sheet. A rotating list of seniority numbers will be used in determining who will be awarded the trip. The trip will be awarded at 12:00 noon, the workday before the trip date. In the event the awarded driver cannot make the trip, first called shall be the senior driver who had bid on that trip and is available for that time slot.

In the event no regular drivers bid on a Special Activity Trip, the trip will be awarded from the Substitute Driver rotation list to a Substitute Driver bidding on the trip. This procedure applies to aides when an aide is required.

Employees may direct the Director of Transportation or his/her designee to add or subtract their bids to the trip sheet provided such direction occurs prior to the noon award time.

2. Emergency Special Trips - Emergency Special Trips are those trips that are known to the Bus Supervisor less than seventy-two (72) clock hours prior to the beginning of the special trip. In the event of an emergency special trip, the Supervisor will use an emergency driver list as provided by the drivers. This applies to aides when an aide is required.
3. Cancelled trips will result in the driver being paid for the posted trip up to a maximum of six hours, unless the cancellation is the result of an act of God or for reasons beyond the control of the School District. The driver will be paid one hour if one of the following is a factor: the school or organization with whom the trip was scheduled cancelled the event or a situation over which the District had no control is responsible for the cancellation. The driver will be paid two (2) hours at the regular run rate only if the driver's trip has been cancelled and the cancellation prevented the driver from driving his/her regular run. If a trip is postponed the scheduled driver will retain the right to the trip when rescheduled and will be paid two (2) hours at the regular run rate only if the postponement prevented the driver from driving his/her regular run.

4. There is one-half (1/2) hour minimum for special activity trips made in conjunction with a regular daily run. These will be awarded to the most senior driver as long as it would not alter the driver's route time by more than 10 minutes.
5. There is a two (2) hour minimum for all special activity trips not in conjunction with a regular daily run and for drop offs or pickups only during the work week.
6. There is a three (3) hour minimum for any special activity trip when a driver loses any part of his/her regular or assigned daily run and for drop offs or pickups only on Saturdays and Sundays.
7. On Saturdays and Sundays only, there is a six (6) hour minimum when a driver drops off at the event, returns to the bus garage, then later picks up students from the event and returns them to the District.
8. No unit member will be allowed to take an all-day type special activity trip without a reasonable rest period after completing their main job.
9. Any time a bus is driven for a special activity trip, the bus will be driven by a Union Person.
10. The term "in conjunction with" shall mean any special trip that begins within fifteen (15) minutes of the driver's regular or assigned daily runs.
11. Meal Allowance – will be paid on special activity trips in the following manner:

For trips that are in excess of 3 hours, the maximum meal allowance will be \$8.00.

For trips that are in excess of 10 hours, the driver will be reimbursed for 2 (two) meals up to the maximum of \$8.00 each. Meal allowance will be reimbursed through payroll following submission of receipts to the Director of Transportation. Receipts must coincide with the time of the trip unless otherwise indicated in writing on the trip sheet by the person in charge of the trip
12. Pre-trip duties consisting of fifteen (15) minutes shall be performed before and after each extra trip. Pre-trip sheet will be signed by the driver who performed each inspection.
13. A driver who signs for and is awarded a special trip who has given up three (3) of these trips within four (4) consecutive weeks shall be taken off the rotation list for one (1) rotation.

C. Overnight Trips

1. Time will be computed from 15 minutes prior to scheduled start time on trip sheet to 15 minutes after return to bus parking area at the end of trip.
2. Eight (8) hours will normally be deducted from total hours for sleep time
 - a. If for any reason the coach or administrator in charge of the event requires the bus be utilized so as to prevent the driver from obtaining 8 hours off the clock, he or she must state what the driver was required to do and sign the statement on the back of trip sheet. Driver can then take a deduction of less than 8 hours using actual time off the clock.
3. Chargeable meals are as follows:
 - a. Trips scheduled to start on or before 5:30 p.m. will be an authorized dinner on the day of departure.
 - b. Trips ending on or after 8:00 a.m. the following day will be allowed a chargeable breakfast.
 - c. Trips ending on or after 2:00 p.m. the following day will be allowed a chargeable lunch.
 - d. Trips ending on or after 7:00 p.m., the following day will be allowed a chargeable dinner.
 - e. All meals will be paid at the current contract rate at the time of the trip.
4. Mileage should be stated on the trip sheet as follows:
 - a. From point of origin to destination
 - b. From destination to bus parking area
5. Bus checklist will be completed for all trips indicating on the check list the trip number, event and destination.
6. All chargeable expenses must be accompanied by a receipt, i.e. meals, oil, fuel.
7. The employer will cover the costs of overnight accommodations in motel/hotel when needed.

ARTICLE 19 **UNPAID LEAVES OF ABSENCE**

- A. Unpaid leaves of absence for periods not to exceed one (1) year shall be granted by the Superintendent of Schools for:

1. Personal illness or injury leave (physical or mental) - must be certified by a doctor.
 2. Unpaid leave of absence may be granted to an employee for a maternity leave upon a written statement of her physician. During the time of a maternity leave, the Employee may utilize sick time for the period she is physically unable to perform the duties of her position. Upon return from maternity leave, the employee shall return to her position held at the time of the maternity leave. It is recognized that the District is required to grant leaves for this purpose to eligible employees under the Family and Medical Leave Act.
 3. Prolonged illness in the immediate family as defined in Article 21.
 4. Leaves as set forth above may be extended for like cause as approved by the Superintendent of Schools.
 5. A leave of absence shall not be available to serve as a member of the Michigan Legislature.
 6. Leave by members of the union selected to attend a function of the union, such as conventions or conferences shall not count toward the thirty (30) unpaid working day period.
- B. All of the above leaves must be requested in writing except in cases of emergency.
- C. Employees shall accrue seniority while on any leave.
- D. Employees, upon conclusion of their leave, shall be eligible to return to the position held at the time the leave was granted. This applies to Article 19, Subsections A-1 through A-4.
- E. Unit members shall be allowed fifteen (15) unpaid working days absence per year without losing regular bus runs. In no case will a unit member be granted more than one (1) such leave during the school year without losing his/her regular bus runs and bidding rights for said year.
1. Employees on leaves in excess of fifteen (15) work days per year shall be eligible to return to any open position when the leave is terminated.
 2. Requests for leave of absence will be granted on a first come, first served basis.
 3. No such unpaid leave will be granted during the first twenty (20) days of student instruction each school year.

4. No leave for employment outside the District will be granted to an employee.
- F. No more than two (2) employees will be granted unpaid leave at any one time except for unpaid maternity leave.
- G. Family and Medical Leave Act of 1993 (“Act”).
 1. 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.
 2. The rights established for employees under the Act shall not be diminished by this Collective Bargaining Agreement. This section does not provide employees with any greater rights or benefits than required by the Act.

FMLA leave of absence shall be subject to and administered in accordance with the FMLA and FMLA regulations. Limitations found under Section 108 of the FMLA – “special rules concerning employees of local educational agencies” – should apply. The Employer reserves all rights granted to school districts under the FMLA, such as, but not limited to, the right to substitute paid leave for unpaid FMLA leave, to require medical verification of illness, to require a certificate of fitness as a condition for the bargaining unit member’s return to work and to require the twelve (12) weeks of FMLA leave to be aggregated in accordance with the FMLA for bargaining unit members.

ARTICLE 20 **PAID LEAVE**

Personal Leave Days

Regular Unit Members will be granted two (2) personal leave days per year for business that cannot be performed before or after work or on weekends. Forty-eight (48) hours advance notice must be given to the Transportation Supervisor when possible. The superintendent or designee may at his/her discretion, grant personal leaves to attend to urgent business for the following purposes: Religious observance, death of a friend or relative not covered in funeral leave, moving, family illness and other business matters of an urgent or emergency nature.

Personal leave shall not be granted for vacation or recreational activities such as, but not limited to, hunting, fishing, marriage, attending a wedding, or other recreational activities. Personal leave shall not be granted for seeking other employment. Personal leave shall not

be granted the first and last two (2) weeks of the school year or the day preceding and/or following a vacation, holiday or recess.

No more than two (2) employees may be granted personal leave on a first come, first served basis on any one day.

Personal leave days that are not used by June 30th of each year shall be rolled over to the employee's accumulated number of sick leave.

Sick Leave

- A. Accrual
Sick leave will be earned and used by the hour.

Sick leave will be earned on regular daily runs only and will accrue at a rate of one (1) hour per month for each scheduled hour of regular daily run.

Employees may accumulate a maximum of three hundred and twelve (312) hours of sick leave. Employee's sick and personal time shall appear on pay stubs.

- B. Usage
Employees may use sick leave for personal injury, illness, or disability.

Employees may use up to five (5) days per year to attend to ill, injured or disabled members of the employees' household.

An Employee, while on sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and still be construed as days worked.

- C. Terminal Leave
Employees separating from the District after being vested in the Michigan School Employees Retirement System and having served at least five (5) years with the District, or after serving at least ten (10) years with the District, regardless of retirement status, shall be paid for accumulated sick leave at the special trip rate for a maximum of 210 hours.

Employees receiving not less than \$1,000 of Terminal Leave pay shall have this pay deposited in the District's Special Pay Plan.

ARTICLE 21 **FUNERAL LEAVE**

Upon verification unit members shall be allowed up to three (3) working days with pay as funeral leave days for death in the immediate family. Immediate family is defined as

mother, father, brother, sister, spouse, son or daughter, step-children, mother-in-law, father-in-law, grandparents, grandchildren, or any legal dependent. In extenuating circumstances, involving funeral in the immediate family, two (2) additional days of funeral leave may be allowed with the approval of the Superintendent of Schools.

One (1) day of funeral leave shall be allowed for other relatives. A pallbearer for a deceased bus driver will be excused without loss of pay for necessary time involved. The Chapter Chairperson or his/her representative, shall be allowed necessary time with pay in the event of a death of a unit member who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

ARTICLE 22 **HOLIDAYS**

- A. The paid holidays are designated as:
- | | |
|------------------------|----------------|
| Thanksgiving Day | New Year's Eve |
| Day after Thanksgiving | New Year's Day |
| Christmas Eve | Good Friday |
| Christmas Day | Memorial Day |

July 4 for those bargaining unit members who have regularly scheduled runs during the summer.

Unit Members who begin their regular schedule prior to Labor Day shall be paid for Labor Day as though their schedules included Labor Day as a driving day. Unit Members assigned to a run will be paid holiday pay, if regular driver/aide is off on unpaid leave.

Employees will be paid their current rate based on their regular scheduled work day for said holidays.

- B. Should a holiday fall on Saturday, Friday will be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.
- C. An employee will receive holiday pay for the designated holiday, if he/she works or is on approved sick leave the scheduled workday preceding the holiday and the scheduled workday following the holiday.

ARTICLE 23 **JURY DUTY**

A regular unit member who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

ARTICLE 24
WORKER'S COMPENSATION - ON - THE - JOB INJURY

Any bargaining unit member who is absent because of an injury or disease sustained or contacted during the course of his/her employment by the Lakeview School District and which is compensable under the Michigan Workers' Compensation Act, shall, at the employee's option, receive fractional sick leave pay of the difference between the workers' compensation benefit and his/her regular salary deducted by said fraction until such time as his/her sick leave time is exhausted. It is the intent of the parties that an employee receiving Workers' Compensation will receive no more take-home pay than what he/she receives for a regular gross per diem rate.

ARTICLE 25
LIFE INSURANCE COVERAGE

Any unit member who works 20 hours or more per week shall receive a \$5,000 term life insurance. Coverage shall be for twelve (12) months.

The Employer agrees to pay the full premium of \$1,000 of term life insurance for any unit member who drives/aides one regular run per day. Unit Members who have more than one regular run per day shall receive \$5,000 term life insurance. Coverage shall be for twelve (12) months.

ARTICLE 26
HOSPITALIZATION MEDICAL COVERAGE

- A. For those employees who qualified for and thereby received health insurance coverage in 2008/2009, a stipend of \$230 per month will be paid in lieu of health insurance coverage provided they continue to meet the 2008/2009 qualifying requirements for health insurance coverage.
- B. For those employees who qualified for and thereby received the cash in lieu health insurance stipend of \$50 per month in 2008/2009, this payment will continue provided they continue to meet the 2008/2009 qualifying requirements for health insurance coverage.

Qualifying Requirements:

Twenty-six (26) regular scheduled hours per week; provided they have no other employer paid insurance coverage available through themselves or spouse.

ARTICLE 27
WORK PERFORMED BY SUPERVISORS

Supervisory employees or non-bargaining unit members shall not be permitted to perform work within the bargaining unit except in cases of emergency.

ARTICLE 28
UNION BULLETIN BOARDS

The Employer will provide space on a bulletin board in the bus garage which may be used by the Union for posting notices pertaining to Union business.

ARTICLE 29
MISCELLANEOUS PROVISIONS

- A. Unit Members shall be paid their regular rate for days they have an assigned run if the day is canceled due to conditions beyond the control of school authorities (e.g., snow days, severe weather, epidemics or other emergencies). Two (2) hours call-in pay will be paid if school is not canceled thirty (30) minutes or more prior to the drivers report time. If lost time or a canceled day is rescheduled, the Employee shall work the rescheduled time for no additional compensation. The pay received for the time which was canceled or lost shall be deemed to constitute pay for the rescheduled time. In rescheduling lost time, the total number of actual work days will not be increased. If Good Friday is a rescheduled day, drivers shall be paid for driving as well as Good Friday as a holiday.
- B. The School District will pay the Special Trip rate for the purpose of mandated driver continuing education courses.
- C. The Employer agrees to make available to each unit member a copy of this Agreement, and to provide a copy of the same agreement to all new bus drivers entering the employment of the Employer. Cost of same to be shared equally between the parties.
- D. An employee required to work to set up Special Education runs and/or Kindergarten runs will receive up to eight (8) hours pay per year for contacting parents and becoming familiar with the runs. Drivers shall contact each parent via phone or personal visit and provide the Director of Transportation a log verifying the time/date and person contacted.
- E. An Employee will be paid his/her actual time spent in conferences, required by the Employer.
- F. On days when the school schedule is changed without previous notice, creating varied arrival and dismissal times, assigned unit members will maintain their routes. For

purposes of this article, the term “without previous notice” shall mean notice of a change that is less than seventy-two (72) hours prior to the change.

G. On days when the school schedule is changed with previous notice, creating varied arrival and dismissal times, assigned drivers will maintain their basic routes.

H. All drivers must meet and maintain all State requirements for licensing including medical cards, required continuing education and CDL with proper endorsements. Failure to do so will result in suspension of driving privileges until proof of all requirements has been provided. Subsequent lapses of requirements will result in progressive discipline applied after proof of all requirements has been provided.

All Employees at their option may utilize the District’s designated medical facility or another doctor. If the employee chooses to go to another doctor, the school will pay up to \$50.00 only. All tests required for licensing must be performed in accordance with the law.

I. Employees will be notified when time sheets are changed.

ARTICLE 30 **VALIDITY OF AGREEMENT**

If any of the provisions of this Agreement or application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4.

ARTICLE 31
TERMINATION OF AGREEMENT AND MODIFICATION

A. Notification:

It is agreed that the Union shall notify the Superintendent of Schools, 15 Arbor Street, Battle Creek, MI 49015, at least ninety (90) days prior to the expiration of this contract of its intent to open the Contract for negotiations of a new Agreement.

B. Effective Dates of Agreement:

This one-year Agreement shall become effective on, July 1, 2011, and shall remain in full force and effect until June 30, 2012.

Signed this 7th day of SEPTEMBER, 2011

FOR MICHIGAN COUNCIL 25
AFSCME, AFL-CIO
LAKEVIEW BUS DRIVERS
and SCHOOL BUS AIDES,
CHAPTER OF LOCAL 331

Angela M. Labor
Angela Labor
9-7-11

Date
Angela Bishop
Angela Bishop
9-7-2011
Date

FOR LAKEVIEW SCHOOL DISTRICT

Steven C. Skalka
Steven C. Skalka
9/7/11

Date
Amy Jones
Amy Jones
9-7-11
Date

RATES

Drivers will be paid per run. The per run pay is a two (2) hour minimum at the established rate per hour. Regular daily runs and special activity trip pay is per hour to the nearest 1/10th hour after the minimum two (2) hours has elapsed. Pay is on a bi-monthly basis on the 14th and 28th of each month unless those dates are a Saturday or Sunday and then it is the Friday prior. Time sheets that are due each payday will be paid on the next payday.

Regular Driver Rates:

2010-2011 \$15.74 per hour

Substitute Driver Rates:

2010-2011 \$15.74 per hour

Extra Trip Rate:

2010-2011 \$12.97 per hour

Aide Rates:

2010-2011 \$10.89 per hour