

COLLECTIVE BARGAINING AGREEMENT

Between

**GALESBURG–AUGUSTA COMMUNITY SCHOOLS
KALAMAZOO COUNTY, MICHIGAN**

And

**GALESBURG-AUGUSTA
TRANSPORTATION ASSOCIATION**



2010-2012

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made as of the date hereinafter set forth by and between the GALESBURG-AUGUSTA COMMUNITY SCHOOLS, Kalamazoo County, Michigan, acting by and through its Board of Education (hereinafter called the "Employer"), and the GALESBURG-AUGUSTA TRANSPORTATION ASSOCIATION (hereinafter called the "Association.")

ARTICLE 1 **RECOGNITION**

Pursuant to Act 379 Public Acts of 1965, as amended, the Employer, Galesburg-Augusta Community Schools, 1076 North 37th Street, Galesburg, Michigan 49053, does recognize the Michigan Education Association, 5600 Portage Street, Kalamazoo, Michigan 49002, (hereinafter called the "Association"), as the exclusive representative for the purpose of collective bargaining with respect to rate of pay, hours and other terms and conditions of employment for the bargaining unit, including all drivers, (regular, special education, and permanent substitute), excluding substitute drivers, probationary employees, supervisors, and all others as defined by the Commission.

ARTICLE 2

ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1: **Association Rights.** The Association shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:

- A. Members of the bargaining unit and affiliate organizations and up to five (5) guests of same shall have the use of school facilities and equipment, such as a computer, copier and fax, at reasonable times when such equipment is not otherwise in use. Said use of such equipment and/or facilities shall be in accordance with applicable rules, regulations and/or policies as established by the Employer. Further, the Employer shall be reimbursed for the reasonable cost of materials and supplies used.

- B. **Employee Communications.** The Association shall have the right to communicate with bargaining unit members through the use of designated bulletin boards, or sections thereof and through the school's internal document service. All materials shall bear the name of the Association and the name of the bargaining unit member authorizing the posting thereof. No Association materials of any kind shall be displayed on or about the physical facilities of the Employer except on the designated bulletin board, and no displayed materials shall be derogatory to the Employer or to any Employee. The Association shall save and hold the Employer harmless from any and all expense of liability whatsoever arising out of the preparation and/or use of any materials.

- C. **Agency Shop Provisions.** Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days following completion of the probationary period join the Association or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction from such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7), and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member.

Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

1. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a “Policy Regarding Objections to Political-Ideological Expenditures.” That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
2. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.
3. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charges to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association’s notification to non-members of the fee for that given school year.

The employer will provide written notification to the Association when a new hire has successfully completed their probationary period. Said notice will be provided within one week of the completion of the probationary period of the new hire.

Section 2: **Association Responsibilities.** The Association shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities:

- A. **Association Representatives.** The Association shall notify the Employer in writing by July 1 of each year, of the names of those persons who have been authorized to act on its behalf and the authority of each such person. Any changes in person authorized to act on its behalf during the school year shall be communicated immediately.
- B. **Concerted Activities.** The Association agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer. The provisions of this Section shall remain in full force and effect until such time as this Agreement terminates.
- C. **Association Activities.** Except by the express agreement of the Employer, the performance of the duties of an Employee shall not be interrupted for the purpose of conducting any Association activities whatsoever, provided, however, that this provision shall not prevent the authorized representatives of the Association from having such reasonable contact with members of the Association as shall be necessary to ascertain that the terms of this Agreement are being observed.
- D. **Association Leaves.** The Employer grants thirty (30) paid hours per school year to be used for Association business at the discretion of the Association President. Except for good cause, three (3) days notice of such absence shall be given the Superintendent by the Association President. If no substitute drivers are available, use will be limited to one (1) driver on that day. When substitute wages are reimbursed, the Superintendent upon the request of the Association may allow more hours.

ARTICLE 3

EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1: **Employee Rights.** Employees shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:

- A. **Organization.** Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201, et seq.; MSA 17.455(1) et seq., (PERA), the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Association and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA or other laws of Michigan, or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.
- B. **Route Assistance.** The Employer agrees to assist an Employee in learning a new or different route upon such Employee's request.
- C. **Route Safety Inspections.** The Employer shall inspect any bus stop or any part of an Employee's assigned route upon the Employee's written request. The Employer will respond to the Driver's request as quickly as practical to these safety related issues.
- D. Within the first week of school during each school year, the Employer will send home with each student a copy of the most recent discipline policy and procedures for their use. Parents are asked to sign the bottom portion of the form and return it to the Employee. A copy of the correspondence addressing this obligation shall be provided to the GAT President.
- E. Each bus will have a secure and safe receptacle, as determined by the Transportation Director, for keeping discipline records and other documents.

- F. The Employer will notify the applicable Employee of any new students.
- G. The Employee has the right to refuse to drive or use any equipment that the Employee feels is life threatening. If upon examination the Employer or designee deems the equipment safe to use, the Employee may then file a grievance if the Employee still feels the equipment is life threatening.
- H. Upon discovering a mechanical problem with the Employee's assigned equipment, a bargaining unit member shall submit a referral slip indicating the nature of the problem to the supervisor. If the supervisor determines the equipment to be unsafe, said equipment shall be repaired. Equipment that has been determined unsafe by the supervisor shall be returned to service upon said supervisor's determination that such equipment problems have been corrected.
- I. The Employer and the Association agree that they will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status or place of residence.
- J. A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment and to have a representative of the Association accompany him/her in such review. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and may sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the parties agree the material to be placed in the file is inappropriate or in error, the material will be corrected and/or expunged from the file, whichever is appropriate.
- K. No Employee shall be disciplined without just cause. Any such discipline may be subject to the grievance procedure. An Employee shall be entitled to have present a representative of the Association during any meeting which leads or may lead to disciplinary action.

L. **System For Progressive Discipline / Performance Improvement**

1. **Board Rules and Regulations** – Drivers are expected to comply with the rules found in the G-A Department of Transportation Training Manual or as otherwise adopted by the District. The rules shall not be inconsistent with the provisions of the Master Agreement.
2. **Driver Discipline** - No driver shall be disciplined, reprimanded, or reduced in compensation without just cause. Any disciplinary action shall be handled in a professional manner and in private. The driver is entitled to, upon request, to have an Association representative during any meeting which leads or may lead to disciplinary action. Any disciplinary action may be challenged through the Grievance Procedure found in Article 9 of the Collective Bargaining Agreement between the parties.
3. **System For Progressive Discipline / Performance Improvement** - The progressive discipline steps will be followed unless the seriousness of the violation or indication of unprofessional performance, such as illegal, unsafe, gross, or immoral activity, warrants stronger disciplinary action on the first occasion. Multiple unrelated offenses over a short period of time may also justify disciplinary action at a different step. The guiding concern for this process, where applicable, shall be the safety and welfare of G-A students.

Step 1 - First Offense or Indication of Unsatisfactory Performance. (Oral)

General - The driver will have a conference with Management about the problem in question. If an oral reprimand is issued, the issuing supervisor will make a note to the employee's file as to the date, the infraction, the circumstance, and the parties present at the disciplinary notification. The driver will be provided a copy of this record.

An oral reprimand has an active file life of one (1) year.

Absenteeism – The 1st unexcused absence from an AM/PM run or the 11th unexcused absence from a mid-day run will result in a verbal warning with a notation placed in the driver's file.

Step 2 - Second Offense or Indication of Unsatisfactory Performance. (Written)

General - The driver will have a conference with Management about the problem in question. A written reprimand about the unsatisfactory performance will be placed in the driver's file. Employee and Union Representative will sign the written reprimand document to acknowledge receipt of the notification, not as an admission of an infraction.

A written reprimand has an active file life of one (1) year.

Absenteeism – The 2nd unexcused absence from an AM/PM run or the 12th unexcused absence from a mid-day run will result in a written warning with a copy placed in the driver's file.

Step 3 - Third Offense or Indication of Unsatisfactory Performance. (Suspension / Termination)

General - The driver will have a conference with Management about the problem in question. A written reprimand about the unsatisfactory performance will be placed in the driver's file. The driver may also be subject to suspension, with or without pay, loss of route for the remaining school year, or termination.

Absenteeism – The 3rd unexcused absence from an AM/PM run or the 13th unexcused absence from a mid-day run may result in either a one (1) week suspension without pay, loss of route assigned for current year, and/or termination.

When a driver loses a route for the remainder of the year, the employee can rebid the route the following year through the bidding process. The route will be filled as per article 5 section 3, vacancies of current contract.

A driver who loses a route cannot rebid on any other route for the balance of the school year. The driver cannot fill in for special education routes except in critical staffing situations.

**Step 4 - Further Offense or Indication of Unsatisfactory Performance.
(Termination)**

A list of highly serious offenses which may result in termination on the first occasion follows:

1. Testing positive for drugs or alcohol. Refusing to take any test is equivalent to a positive result.
2. Leaving a student unattended on a bus after completing an assignment.
3. Assault, threat of assault, or verbal abuse of any person in the school community.
4. Submitting false information on pre-trip vehicle inspections, payroll records, collision reports, or other official documents. Failing or refusing to report about vehicle collisions or any personal injury event is equivalent to submitting false information.
5. Theft or destruction of others' property.
6. Conviction of a felony.
7. Disabling, disconnecting, or bypassing any operation system, piece of equipment, or safety feature on a pupil transportation vehicle.
8. Carrying or transporting a weapon of any kind while on duty or on G-A property.
9. Violation of the District's Corporal Punishment Policy.
10. Violation of the District's Harassment Policies.
11. Any act that endangers or threatens imminent danger to students, G-A staff, or the general public.

The list contains some, but not all, possible offenses that could result in termination for the first offense.

- M. **Cellular Telephones.** A driver may have a cellular telephone in his/her possession at any time. No driver may use a cellular telephone while driving a school bus or in any other manner that would interfere with their responsibilities.

Section 2: Employee Responsibilities. Employees shall have, in addition to other responsibilities expressly set forth herein or provided by statute, the following responsibilities:

- A. Any case of assault upon a bargaining unit member shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit member, when possible, to prevent injury. The Employer will advise the bargaining unit member of his/her rights and obligations with respect to such assault as well as in connection with the handling of the incident by law enforcement and judicial authorities.

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

1. The performance of all duties with reasonable diligence and in a workmanlike manner.
2. The prompt notification of the Employer of any physical or mental condition of the Employee which may temporarily or permanently impair the ability of the Employee to adequately discharge his/her responsibilities.
3. The prompt notification of the Employer, on NCR forms provided by it, of any defective condition in the physical facilities or the equipment of the District which may cause injury or damage or which may be required in order to provide proper maintenance.
4. The prompt notification of the Employer, on forms provided by it, of any misuse, abuse, damage to, or illegal use of any of the physical facilities or equipment of the District of which the Employee has responsibility.
5. The avoidance of tardiness or absence.
6. The Employee must promptly report any tardiness or absence to the Employer. This verbal report must include the "reason" if pay is expected. In reporting the reason the driver need only refer to the category of absence from which he/she desires to be paid; i.e., sick leave, personal leave, jury leave, etc.
7. The compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to this Agreement.
8. All drivers are required to turn in their route information by September 30th of each school year and report any changes within three (3) working days.

ARTICLE 4
EMPLOYER RIGHTS

The District retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. Rights reserved exclusively herein by the Employer which shall be exercised exclusively by the Employer without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

- A. Manage and control the Schools' business and affairs of the Employer.
- B. Determine the number of shifts and hours of work and starting times and scheduling of Employees but not in conflict with the specific provisions of the Agreement, and the right to establish, modify or change any work or business hours or days.
- C. The right to hire, suspend and discharge Employees, transfer Employees, assign work or extra duties to Employees, determine the size of the work force and to lay off Employees.
- D. Determine the services, supplies and equipment necessary to continue its operation and to determine the methods and standards of operation, the means, methods, and processes of carrying on the work including, automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
- E. Adopt reasonable rules and regulations.
- F. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- G. Determine the source of materials and supplies.
- H. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

- I. Determine the size of the management organization, its functions, authority, amount of supervision and table of organizations provided that the Employer shall not abridge any rights from Employees as specifically provided for in this Agreement.

- J. Determine the policy affecting the qualifications, selection, testing or training of Employees, providing such selection shall be based upon lawful criteria.

- K. Schedule required monthly meetings.
 - 1. The District has the right to schedule up to eight (8) such monthly meetings for not greater than one (1) hour in duration either after the conclusion of the morning runs or after the conclusion of the afternoon runs.
 - 2. The District also has the right to schedule two (2) evening in-service meetings of not greater than two (2) hours in duration.
 - a. An evening meeting is an in-service meeting that starts at 6:00 p.m. or later and must end by 9:00 p.m.
 - b. The Employees will receive at least two (2) hours of pay for each evening meeting.
 - 3. Employees shall receive the non-driving rate for attendance at such meetings.

- L. In addition to the rights of the Employer set forth in other provisions of this Agreement, the Employer shall have the right to employ or otherwise engage the services of persons not covered by this Agreement for the purposes of instructional training, emergencies, or for other reasons deemed necessary by the Employer, provided, however, that no Employee in the bargaining unit shall be displaced thereby. However, should state law change during the term of this agreement adding a mandatory subject of bargaining not previously negotiated, the parties agree to meet and negotiate such subject.

ARTICLE 5
WORKING CONDITIONS

Section 1: **Working Hours**

- A. The work week for all employees is Monday through Friday, except as may be interrupted by a paid holiday, paid or unpaid leave, or other breaks pursuant to this Agreement.

- B. Drivers shall punch in thirty (30) minutes prior to the required departure time during regular/special education a.m. /p.m. routes and on special trips. A waiting period, between a regular/special ed. route and a field or mid-day trip, of thirty (30) minutes or less shall be considered as “hours worked”, if the driver remains at the bus garage. Drivers on a paid waiting period may be assigned other bargaining unit work responsibilities.

Section 2: **Work Year.** The work year will coincide with the student attendance calendar, and shall be consistent with break periods, holidays, and vacations as listed in this Agreement and any in-service or required meetings.

Section 3: **Vacancies.**

- A. **Definition.** A vacancy is an unfilled or new position in the bargaining unit.

- B. The position(s) held by a driver on an approved leave of ten (10) days or more shall also be considered to be temporarily vacant and shall be posted within three (3) work days of the approval of the leave of absence. The successful bidder shall retain the right to return to his/her bid assignment upon completion of the temporary assignment. The resultant temporarily vacant position will be posted.

- C. Mid-day runs, which become available during the school year, will not be considered a vacancy. They will be offered, in seniority order, to regular drivers who do not hold a mid-day run.

Section 4: Posting of Vacancies.

- A. Notice, including a route copy, of any vacancy, occurring after the annual bid meeting, shall be posted on the bulletin board within ten (10) days after the vacancy/temporary vacancy occurs. The posting shall be posted on the employee bulletin board for three (3) work days.
- B. When a vacancy is filled, the position previously held by the successful bidder will be posted and filled if there are at least thirty (30) work days remaining in the school year. If less than thirty (30) work days, the position will not be posted but will be filled at management discretion until the next annual bid meeting. All vacancies will be filled within ten (10) days of the last day of the posting if an internal candidate is chosen.

Section 5: Bidding on Vacancies.

- A. Any Employee in the unit, except as otherwise noted in this Agreement, may bid for a vacancy. The most senior bidder with the exception of those drivers with a physician verified physical restriction(s) or currently on a leave of absence, will be awarded the position.
- B. The bargaining unit member shall be given a ten (10) work day trial period in which to show his/her ability to perform on the new job. The Employer shall give the transferred bargaining unit member reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.
- C. During the trial period, the former position of the transferred employee shall be offered to current employees in seniority order and filled on a temporary basis. The employee taking this temporary assignment shall retain the right to return to his/her bid assignment upon completion of the temporary assignment.

Section 6: Annual Bid Meeting.

- A. The Employer will conduct a bid meeting at least one (1) week prior to the beginning of the work year. Route/Run copies, including the run time and duration of such, if known, will be posted for review at least one (1) week prior to the bid meeting. (See Appendix A for Bid Meeting Procedure).
- B. In the event there is a shortage of drivers, the bid posting of the two (2) shortest routes will reflect that this position may be subject to an involuntary assignment as determined by the Transportation Director or designee.
- C. Field trips will be awarded as per Section 8.
- D. Employees will be provided a job description and a route copy for their bid route.

Section 7: Extra Work.

- A. **Summer Position Bidding.** All known summer employment opportunities will be bid in a special bid meeting each year prior to the end of the regular school year. The procedure to be used is as follows:
 - 1. Seniority will be used to award driving opportunities. The regular bargaining unit seniority list will be used as per Article 6 of this Agreement.
 - 2. Any driver who did not receive a summer assignment will be placed on the summer substitute list. When new opportunities become available the drivers on the summer substitute list will be given the first chance to bid on these new assignments. New assignments will be awarded based on seniority, with assignment going to the driver on the summer substitute list with the highest bargaining unit seniority.
 - 3. A driver accepting an assignment must be qualified, willing and able to do the complete assignment. The practice of allowing drivers day(s) off without pay shall be continued, providing that a substitute is available.
- B. **Daily Fill-in Work.** Each semester all bargaining unit drivers will be given the opportunity to sign up for “1st opportunity fill-in work” on mid-day or other assignments which do not conflict with a driver’s bid assignment. Every effort will be made to fill these jobs on the

basis of seniority, but the parties recognize that emergency situations may not provide sufficient time to do so.

When a regular ed. driver substitutes for a special ed. driver the regular ed. driver shall relinquish all parts of their bid assignment and assume the duties and limitations of the Special ed. driver's assignment.

Section 8: Field Trips.

A. Assignment:

1. Any bargaining unit member desiring to bid on the trip will so indicate by "signing up" for same.
2. Prior to Labor Day, field trips will be offered and assigned in rotation seniority order.
3. Following the initial offerings in 2, trips will be assigned to the bargaining unit member with the least amount of field trip hours. These assignments will not be made according to seniority or to those who may have "signed up" earlier than others. If two (2) or more drivers have the same amount of hours, the trip will be assigned to the most senior driver.

When a driver fails to fulfill an assigned trip and does not give 24 hour notice, unless it's an emergency as determined by the Transportation Director or designee, that driver shall be "charged" with the trip hours as if though he/she had driven the assigned trip. The fill-in driver who takes the trip shall not be "charged" with the hours.

4. Drivers will be provided a route for the field trip by the Director of Transportation. Only in unforeseen circumstances may the route be changed by the driver.

B. Trip Assignments.

1. The Board shall provide the driver with the name and telephone number of the person designated as the emergency contact during the field trip.

2. **Compensation.**

Drivers shall be paid an additional three (3) hours pay, at the driving rate, when a bid round trip assignment is then changed to a one way trip without having given the driver at least 48 hours notice of the change. If the driver withdraws from the trip he/she will not be “charged” with the field trip hours without having given the driver at least 48 hours notice of the change. If the driver withdraws from the trip, he/she will not be “charged” with the field trip hours.

3. When a field trip is offered that will interfere with a driver’s regular route/run, the driver may accept the trip. The driver will be allowed to drive as much of his/her regular run/route as possible, allowing for a logical transition to the field trip. (Refer to Section 6, Paragraph A for filling special Ed routes.)
4. If no bargaining unit member bids on the field trip, the Employer may use non-bargaining unit personnel to drive the field trip.
5. The Employer reserves the right to require a driver to accept a field trip assignment when no driver has volunteered to drive a field trip. In this event the trip shall be assigned on a rotating basis beginning with the least senior driver. The driver who has been assigned this field trip shall not be “charged” with the field trip hours.

C. **Meal Allotment.**

The Employer shall allot drivers eight (\$8.00) dollars for meal(s) on a field trip. Reimbursement will be for field or special trips that:

1. Occur after normal school hours and last for four (4) hours or more
2. Occur on weekends and last for four (4) hours or more.
3. Occur during the school day (Monday–Friday), if the trip is out of district and lasts for four (4) hours or more.

D. **Admission Reimbursement.**

When an Employee is assigned to drive a bus out of district to an athletic event, the Employer will reimburse the driver for admission to the event.

Section 9: Substitute Drivers.

A. **Special Education Routes**

1. Substitute drivers for special education routes shall be obtained from the volunteer list circulated at the annual bid meeting.
2. When a special education substitute driver(s) is needed, time permitting, the position will be offered in seniority order to the drivers on the volunteer list. (A driver who holds a special education route may only substitute when an absence of five [5] work days or more is anticipated. The resultant open route will then be filled in seniority order from the regular Ed drivers on the list. Any other openings which result will be filled at management discretion.)
3. A driver substituting on a special education route shall retain the right to return to his/her bid assignment upon completion of the substitute assignment.
4. The four (4) most senior general education drivers on the special education substitute driver list shall be provided compensated route training within thirty (30) days of the beginning of the school year, or as soon as reasonably possible. Training will include route review, special equipment, and at least 1 full day (a.m., p.m. and mid-day) of route observation at the discretion of the substitute driver and if a substitute driver is available.

B. Regular Education.

The “permanent substitute” shall be used to fill in on AM/PM routes/runs which are open for nine (9) days or less. A permanent substitute shall be guaranteed a minimum of three (3) hours per day. It will be the responsibility of the permanent substitute to familiarize him/herself with each route by riding with each driver when the permanent substitute is not driving. (Letter of Agreement 7-22-02)

- C. A “Regular Driver” is a driver who holds a regular education bid route.
- D. A “Special Ed Driver” is a driver who holds a special Ed bid route.

Section 10: Special Ed Driver Provisions.

When a special education driver is unable to perform all of the essential functions of his/her assignment because of a disability, the parties will meet to find a solution and/or reasonable accommodation for continued employment.

ARTICLE 6

SENIORITY

Section 1: **Probationary Period.** A new Employee shall be in a probationary status for the first ninety (90) work days. Suspended, laid off, or discharged probationary Employees shall have no recourse to the terms of this Agreement. The Employer will notify the Employee and the Association in writing following successful completion of the probationary period.

Section 2: **Seniority Defined.** Seniority shall be measured from the last date of hire into the bargaining unit and shall be based on the number of years of uninterrupted service with the Employer. If two (2) or more Employees have the same date of hire, the Employee completing their probationary period first shall be deemed most senior. If there are any remaining ties, seniority order will be determined by a drawing.

Section 3: **Seniority List.** The Employer shall prepare and maintain a seniority list, a copy of which shall be furnished to the Association on October 1 of each school year. The names of all Employees in the bargaining unit at the time of the preparation of the seniority list shall be listed in order of their service dates starting with the Employee with the greatest amount of seniority at the top of the list.

Section 4: **Loss of Seniority.** Seniority shall be lost if any of the following occur:

- A. Employee voluntarily quits;
- B. Employee is involuntarily terminated and such termination is not reversed through the procedure set forth in this Agreement;
- C. Employee retires;
- D. Employee takes an unauthorized leave of absence, or fails to return from an authorized leave of absence on the date agreed upon, unless the Employer and the Employee shall otherwise expressly agree in writing; or,
- E. Employee otherwise terminates his/her employment relationship with the Employer.
- F. An employee shall not accrue seniority during any work year in which absences exceed ninety (90) work days.

ARTICLE 7
LAYOFF AND RECALL

Section 1: **Determination.** If the Employer determines that the number of Employees is in excess of its current requirements, it shall have the right to reduce the number of Employees.

Section 2: **Layoff Procedure.** The least senior Employee shall be the first laid off. Compensation and fringe benefits shall be suspended during any layoff period. In the event of a layoff, the laid off Employee shall not lose seniority.

Section 3: **Recall Procedure.** Employees shall be recalled in the inverse order of layoff. If any Employee shall fail to report to work at the time specified at the time of recall, unless an extension is granted in writing by the Employer, the Employee shall be considered as a voluntary quit and shall thereby automatically terminate his/her employment relationship with the Employer. The obligation of the Employer to recall a laid off Employee shall terminate eighteen (18) months following layoff.

Section 4: **Change of Address.** It shall be the responsibility of each Employee to notify the Employer of any change of address or telephone number. The Employee's address and telephone number as they appear on the Employer's records shall be conclusive.

ARTICLE 8
AUTHORIZED ABSENCE

Section 1: **Sick Leave.** New Employees shall be granted up to seven (7) days of paid sick leave following completion of the probationary period. The number of credited days will be prorated from the Employee's date of hire. (For example: one-half [$\frac{1}{2}$] of school year worked equals one-half [$\frac{1}{2}$] of full allotment of sick days.)

- a. All drivers hired before March 21, 2011 will receive 4 sick days at the beginning of the school year. These drivers will receive an additional sick day on January 1, February 1, and March 1.

Effective March 21, 2011, all newly hired drivers will receive sick days according to the following allotment: Step 1, Year 1, 2 sick days; Step 2, Year 2, 3 sick days; Step 3, Year 3, 5 sick days and Step 4, Year 4, 7 sick days for 10 month drivers and 8 sick days for 12 month drivers.

The annual allocation shall be in addition to sick days which are carried over to the new school year. The employer may require a doctor's notice for a leave due to illness for a period of time that exceeds four (4) consecutive days.

Sick leave shall accumulate to a maximum of sixty (60) days

If a driver is on sick leave the Friday prior to a scheduled Saturday field trip, the driver will give up the Saturday field trip.

- A. **Use.** Sick leave may be used for:
 - 1. Any physical or mental condition which disables an Employee from rendering services, but excluding any condition compensable by worker's compensation, or resulting from other employment. Sick leave may be used for a disability resulting from pregnancy to the extent expressly required by law.

2. Any communicable disease which would be hazardous to the health of students or other Employees of the Employer.
 3. Physical examinations, medical, dental, or other health treatments, which cannot reasonably be deferred and which cannot be scheduled outside of the Employee's scheduled work time.
 4. Serious illness of member of immediate family (employee's spouse, paternal child, or parent).
- B. Sick leave shall be charged against work days only and shall cease to accumulate and shall not be used by an Employee during such period as the Employee is on an authorized leave of absence, lay off, or is not otherwise regularly providing services to the Employer.

Employees may take their sick days ½ day at a time.

- C. **Unused.** Unused sick leave shall accumulate up to a maximum of sixty (60) days of sick leave for all Employees entitled to sick leave. If employment is terminated, any accumulated sick leave shall be cancelled and the Employee shall not be compensated either in terminal pay or otherwise. If any Employee shall be reimbursed for any sick leave time which was used in excess of the sick leave time as of the termination date, which reimbursement may be made by deducting such amount from the last pay check of the Employee.

Section 2: **Jury/Witness Leave.** An Employee shall be entitled to leave with pay, less any fees paid, for jury service if he/she is unable to be excused or to have such service rescheduled at a time which does not conflict with the discharge of his/her scheduled employment duties. The Employee shall return to duties whenever his/her attendance in Court is not actually required. An employee shall be entitled to leave with pay, less any fees paid, when subpoenaed to testify in a court proceeding. Witness leave shall not be allowed in actions brought by the Association against the School District, or in cases where the Employee is a party or a relative of a party to the action. Leave for witness' duty shall be limited to one (1) day per year.

Section 3: **Funeral Leave.** An Employee shall be entitled to receive up to four (4) days' leave with pay owing to the death of his/her spouse, parents, child, brother, sister or stepchild. An Employee shall be entitled to receive up to two (2) days' leave with pay owing to the death of his/her, grandchild, grandparent, step-grandparent, grandparents-in-law, mother-in-law,

father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law to the extent reasonably required to attend the funeral of the deceased. Administration has the right to grant two (2) additional days at its discretion if the employee has accumulated sick time.

Section 4: **Meritorious Leave.** The Employer, upon written request of an Employee, may grant a leave for reasons of general health, family emergencies, maternity, or other reasons deemed meritorious by the Employer. The Employee, in return, must receive written permission from the Employer. Any such leave shall be without pay and fringe benefits; however, the Employee shall continue to accumulate seniority for up to the first ninety (90) working days of the approved leave.

Section 5: **Personal Business Day.** The district will provide one (1) personal business day per year for full time drivers who are assigned daily work of seven (7) hours or more. The day shall be

used only to conduct personal business that cannot be conducted outside of regular work hours. The day cannot be used to apply for work, sick leave, recreational activities, on the day prior to or after a school vacation/break, or during the first or last two (2) weeks of the school year, except with the approval of the superintendent. Only one (1) employee shall be on personal business day leave each day.

Effective March 21, 2011, newly hired regular education drivers will not receive personal business days. The district will provide one (1) personal business day per year for any of these drivers who become special education drivers.

Drivers requesting a personal business day must do so on a form provided by the employer and at least five (5) days in advance except in case of an emergency. To be eligible for a paid personal business day a driver must have prior approval from his/her supervisor. The personal business day form must contain a reason for requesting the day that is within the purpose of said day.

Section 6: **Family Medical Leave Act of 1993.** The District hereby agrees to abide by the provisions of the Family and Medical Leave Act of 1993, as amended. The District will post a notice of employees' rights under said Family and Medical Leave Act in the bus garage.

ARTICLE 9
CLAIM REVIEW PROCEDURE

Section 1: **Objectives.** It is the intention of the parties to provide peaceful and orderly procedure to resolve any disagreement concerning the interpretation of the Agreement which has not been resolved through the use of the normal administrative procedures.

Section 2: **Review Levels.**

A. **Informal Adjustment.** Prior to filing a written claim, the claimant shall meet with the immediate supervisor for the purpose of attempting to adjust such alleged claim without further proceedings. The request for the meeting must be made within five (5) days from the time of the event or the time the claimant reasonably should have known of the event.

B. **Written Claim.** If the claim is not satisfactorily resolved at the informal conference, the claimant shall have five (5) days in which to file a written claim, which claim shall include the following:

1. An identification of the claimant(s);
2. The facts upon which the claim is based;
3. The applicable portion(s) of the Agreement allegedly violated;
4. The specific relief requested;
5. The date of the claim; and,
6. The signature of the claimant.

A reply shall be filed within ten (10) days from the receipt of the written claim.

C. **Formal Conference.** If the reply is not satisfactory and a request is made within five (5) days from the receipt of the reply, a formal conference shall be held within ten (10) days from the receipt of such request.

The purpose of such formal request shall be to seek a positive and constructive disposition of the claim and to avoid the necessity for further proceedings. Any mutual agreement as to the disposition of the claim shall be in writing. If the Employer and the Claimant are unable to reach agreement, the Employer shall file a reply within ten (10) days after the completion of the formal conference.

D. **Binding Arbitration.** If the Association is not satisfied with the response at the formal conference, the Association may submit the grievance to the American Arbitration Association in accordance with the AAA rules which shall likewise govern the arbitration proceedings. Appeal to the American Arbitration Association shall take place within fourteen (14) calendar days from the date of receipt of the formal conference reply. The Association shall send the Employer a copy of its request for arbitration at the same time it is sent to the American Arbitration Association.

1. Rules Governing Arbitration:

- a. The Employer or the Association shall not be permitted to assert into such arbitration proceeding any ground, or to rely on any evidence, not previously disclosed to the other party.
- b. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
- c. Both parties agree that the award of the arbitrator shall be binding.
- d. The fees and expenses of the arbitrator shall be shared equally by the parties.
- e. Employees will incur a loss of fifty (50%) percent compensation for time in hearings scheduled during the workday.

Section 3: General Procedures.

A. **Definitions.** As used in this Article, the definitions shall be as follows:

1. **“Claimant”** means the Association or Employee filing the claim. If a claimant is an Employee, the Employee shall have the right to personally attend each conference or hearing and/or have an authorized representative present.
2. **“Event”** means the act or omission which the claimant alleges violates one or more provisions of this Agreement.
3. **“Day”** means a calendar day except Saturday, Sunday or a scheduled or unscheduled “holiday” or vacation period occurring during the work year. (“Holiday” shall also include bad weather and/or other unanticipated closings.)

- B. **Form of Action.** Except as otherwise provided herein all claims, replies and requests shall be in writing and shall be filed with each party.
- C. **Exclusions.** The claim procedure shall not apply to the following:
1. A claim by any Employee who desires to answer his/her legal right to present such grievance directly to the Employer and have it adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.
 2. The discharge or suspension of a probationary Employee.
 3. Any provision of this Agreement which contains an express exclusion from this procedure.
- D. **Withdrawals and Denials.** Any claim or request for advancement to next claim level which is not made within the time prescribed, shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any claim which is not answered within the time specified shall be deemed to have been denied and the claim shall automatically advance to the next claim level unless withdrawn.
- E. **Place of Proceedings.** All proceedings shall be held on the Employer's premises.
- F. **Contract Termination.** The provisions of this Article shall be automatically extended beyond the contract expiration date to the extent required to complete the processing of a claim filed prior to such expiration date.

ARTICLE 10
COMPENSATION AND DEDUCTIONS

Section 1: Hourly compensation of employees shall be governed by the terms of the Fair Labor Standards Act (FLSA) 29 U.S.C. 201, amendments to the FLSA, FLSA Regulations, Administrative regulations of the Wage and Hour Division of the U.S. Department of Labor, and any other laws applicable to hourly compensation.

Section 2: Employees shall be compensated for all hours worked.

Section 3: **Overtime Provisions:**

- A. Time and one-half will be paid for all hours worked over forty (40) hours in one (1) week.

- B. When an Employee agrees to be called out to work with less than eight (8) hours notice for work on a Saturday or Sunday, he/she shall be paid a minimum of three (3) hours pay at his/her regular rate.

Section 4: **Basic Compensation.** The compensation of each Employee shall be as set forth on Schedule "A."

Section 5: **Deductions.** The Employer shall have the right to deduct from the pay of each Employee such amounts as may be required by law. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for MEA Financial Services programs and annuities, MESSA programs not fully Employer-paid, credit union, saving bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Union and the Employer.

ARTICLE 11
GENERAL PROVISIONS

Section 1: **Contract Representatives.** Each party shall designate in writing the name of its authorized representatives to administer the contract.

Section 2: **Notices.** Any written notice given pursuant to this Agreement shall be addressed and delivered as follows:

- A. Employer: Tim Vagts, Superintendent
 Galesburg–Augusta Community Schools
 1075 North 37th Street
 Galesburg, Michigan 49053

- B. Association: Susan Piper, GA-Transportation
 President and George Przygodski, UniServ Director, 5600
 Portage Rd., Kalamazoo MI, 49002

- C. Employee: As set forth in the records of
 the Employer.

Section 3: **Successor Agreement.** The negotiation of a new Agreement shall begin upon written request of either party made not earlier than sixty (60) days prior to the expiration of this Agreement.

Section 4: **Scope, Waiver and Alteration of Agreement.** This Agreement incorporates the entire understanding of the parties on all issues which were the subject of negotiations and may be modified, in whole or in part, only through an instrument in writing duly executed by both parties provided that nothing herein shall prohibit the Employer from adopting policies, initiating programs or entering into other agreements which are not contrary to the express terms of this Agreement and provided further that the waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.

Section 5: **Interpretation.** Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

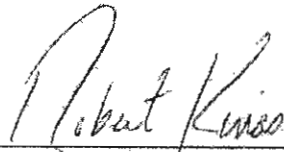
- A. **Captions.** Captions are included only for convenience of reference and shall not modify in any way any of the provisions contained herein.
- B. **Feminine Includes Masculine.** Whenever in this Agreement the feminine gender is used, it shall be deemed to include the masculine gender.
- C. **Employee Defined.** Whenever used in this Agreement, the word “Employee” shall refer to drivers in the bargaining unit.
- D. **Schedule Modifications.** The Employer may alter the work schedule to the extent the Employer determines necessary to comply with applicable local, state or federal laws or regulations; the availability of utilities such as electricity, gas, fuel for transportation vehicles and heating purposes; or for other circumstances beyond the control of the Employer.
- E. **Subordination.** Any individual contract or letter of agreement between the Employer and an Employee for the performance of duties which are subject to the terms of this Agreement shall be subject and subordinate to the provisions hereof.
- F. **Prior Practices.** This Agreement shall supersede any existing rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms.

Section 6: **Duplication of Agreement.** The Employer agrees to furnish a copy of this Agreement to each Employee who is employed in the bargaining unit during the term of this Agreement.

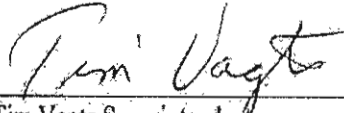
Section 7: **Duration of Agreement.** The effective term of this Agreement shall be from July 1, 2010 to June 30, 2012.

EMPLOYER:

**GALESBURG-AUGUSTA COMMUNITY
SCHOOLS**



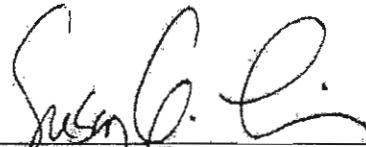
Robert Kinas, President



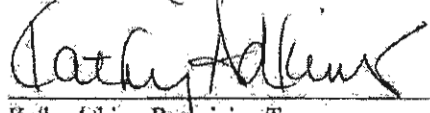
Tim Vagts Superintendent

ASSOCIATION:

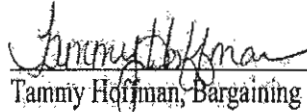
**GALESBURG-AUGUSTA TRANSPORTATION
ASSOCIATION**



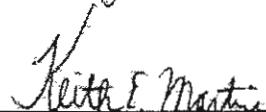
Susan Piper, President GATA



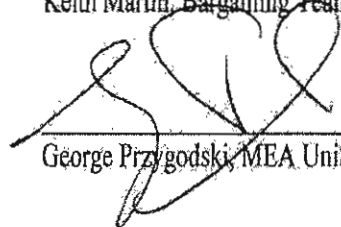
Kathy Atkins, Bargaining Team



Tammy Hoffman, Bargaining Team



Keith Martin, Bargaining Team



George Przygodski, MEA UniServ Director

Transportation

SCHEDULE "A"

Section 1: A zero (0%) increase for the pay scale for the 2010-2011 and 2011-2012 school years.

A wage re-opener in 2011-2012 if the foundation allowance increases or decreases within the current foundation allowance of \$7,414.00.

<u>All Drivers</u>	<u>2010-2011</u>	<u>2011-2012</u>
Probationary	\$11.41	\$11.41
2 nd School Year	\$11.83	\$11.83
3 rd School Year	\$13.68	\$13.68
4 th School Year+	\$15.30	\$15.30

Longevity Pay: All drivers with five (5) years experience or more will annually receive a lump sum payment of \$100 on the first paycheck in February.

Effective March 21, 2011, sub pay for all new employees will be limited to probationary scheduled amounts.

All payments for longevity and incentive pay first semester shall be retroactive.

Section 2: **Health Benefits.** Regular Ed and Special Ed Drivers shall, in addition to their hourly wage, receive Health Benefits. Effective July 1, 2006, a Permanent Substitute driver shall become eligible for Health Benefits upon completion of one (1) year of employment.

- A. For Employees electing health insurance:
1. The Board shall pay the full cost of MESSA Limited, Single Subscriber insurance coverage. Drivers shall receive this benefit for the full calendar year, September through August.
 2. The Employee may elect to apply the cost for MESSA Limited Single Subscriber coverage towards the cost of Choices II coverage.
- B. Drivers not electing health insurance may elect to receive, as an alternative, \$800 (\$400.00 for each full semester, payable on the final payday of each semester) which may be applied toward tax sheltered annuities, MESSA and MEA Financial Services options, or taken in

cash. In order to be eligible for this benefit an employee must have worked at least forty-five (45) days in that semester.

- C. Drivers shall be reimbursed up to a total of \$200.00 during each school year for medical/health related expenditures such as prescription drugs, doctor office calls and exams, and vision care expenses incurred by the driver and/or their immediate family.

Section 3: Other Trips.

- A. **Field Trips.** An employee shall receive not less than two (2) hours of pay, at the driver's hourly rate, for any scheduled field trip regardless of driving time or miles driven.
- B. **Cancellation.** If a field or athletic trip is cancelled and the assigned driver is not notified at least one (1) hour prior to the scheduled departure time, such driver will receive two (2) hours of pay, at the driver's hourly rate, if he/she reports for assignment.
- C. **Extended Trips.** The driver will receive the regular driver hourly rate at their step on Schedule A for all driving time. Driving time shall include preparation of the bus for the trip, all time on the route, service stops, and meals on route. Non-driving time is time at the destination except that overnight lodging, Employer paid, is neither driving nor non-driving time.
- D. Non-driving rate will be \$10.00 per hour. Included are mandatory orientations, safety instruction, and bus school attendance.

Section 4: Holiday Pay. Drivers shall receive their regular daily rate of pay for the following holidays: Christmas, (Effective 2009-10 – three days of Winter Break), New Year's, Thanksgiving and the day after Thanksgiving.

In order to receive holiday pay, the employee must drive all of his/her normally scheduled runs on the last regularly scheduled day before and the next regularly schedule day after the holiday.

Effective March 21, 2011 new drivers shall be paid as follows for holidays: Step1-Year 1, 0 holidays; Step 2-Year 2, 2 holidays; Step 3-Year 3, 4 holidays and Step 4-Year 4, 4 holidays.

Section 5: **Incentive Pay.** As an incentive for perfect attendance, the Employer shall pay each employee who has perfect attendance during an entire school semester a bonus of three hundred (\$300) dollars per semester, or a two hundred (\$200) dollar bonus if missing two (2) days or less.

The attendance incentive pay shall be made in a separate check payable at the end of the last pay period in each semester. It being understood that an absence because of jury duty, subpoena/court order (except in cases where the driver is a party in a non-work related civil suit), funeral leave, or hospitalization shall not be counted against an employee for purposes of perfect attendance.

Section 6: **Vacation Pay.** All 12 month drivers shall receive five (5) paid days of vacation. Vacation days can be taken in five (5) consecutive days or in daily increments with prior approval of the supervisor.

Section 7: **Miscellaneous Provisions.**

A. **Bus Drivers' Training.** The Employer shall have the right to require all previously certified Employees to attend an approved drivers' education program, i.e., bus school, in accordance with the provisions of applicable law and regulations. Employees shall be paid at the non-driving rate, for required attendance. Employees will be notified immediately of any new law or policies concerning bus driving.

B. **Adverse Weather.** If school is closed by reason of adverse weather or other emergency, regularly scheduled drivers will be treated in regards to pay and reporting as follows:

Drivers will be paid when a scheduled driving day is cancelled and drivers are notified not to report to work. Such day(s) shall be made up at no additional salary or benefit cost to the Board. Drivers will be compensated for the first thirty (30) hours of work lost to circumstances outside the control of the District.

Any additional lost time shall only be paid for make-up days which are worked.

- C. **Supervision.** A teacher or coach will accompany an assigned driver on any field or athletic trip (unless such teacher or coach is the assigned driver) and will be primarily responsible for the supervision of students on such trip.
- D. **Bus Security.** Drivers assigned to other trips, as set forth in Section 2 hereof, shall be responsible for checking their buses at hourly intervals during layover periods.
- E. **License Fees.** The Employer agrees to reimburse each employee for the annual cost of the employee's chauffeur's license and renewals.
- F. **Emergency Numbers** shall be placed in a readily accessible location on the vehicle. These numbers shall be kept current and the employee notified.
- G. The Employer agrees to provide, without charge, required physical examinations and TB tests, including X-rays, provided the Employee goes to the Employer's designated doctor.
- H. Bus drivers shall be made aware of pertinent medical information in the possession of the Employer regarding students riding on their regular scheduled runs.
- I. Non-school bus vehicles, such as vans or station wagons, may be used by any licensed staff member who volunteers to transport small groups of students to extra-curricular activities, provided the group transported shall be no larger than the seating capacity of the vehicle. If no volunteer is available, a school bus driver will be used. If more than one school vehicle is needed to transport students, a school bus will be used.
- J. When proper medical authorities have indicated to the district that the impacted driver(s) has the requisite "need to know"; said driver(s) shall be notified when one of his/her riders has a known serious medical condition. Information provided will allow the driver(s) to be aware of any consideration relative to a rider's specific medical condition.
- K. Inoculations will be provided to drivers upon request; for flu (yearly), TB (once every three years), and hepatitis (as required to maintain protection).

Appendix A

Annual Transportation Bid Meeting Procedure

- A. All Routes and Mid-day runs shall be posted for inspection.

- B. **1st Round of Bidding.** In seniority order each driver will choose:
 - 1. A Special Education Run, or
 - 2. A Regular Education Route and a Mid-day, or
 - 3. A Regular Education Route only.
 - 4. A Mid-day only.

Rules regarding Mid-day runs

- 1. Regular Education, Special Education, and Permanent Substitute Drivers can only Bid on one (1) Mid-day.

C. Additional Rounds of Bidding

- 1. Bidding will continue through the seniority list until all Special Education, Regular Education, and Mid-days, that are known, are bid on and accepted.
 - 2. Should there be any leftover Mid-days, bidding will return to the top of the seniority list and follow the same procedure, providing the bidder can do all runs.
 - 3. If a route is open after exhausting the bidding procedure, the Transportation Director may assign the remaining route(s). Such assignment(s) shall not become a “bid route”.
- D. In no case will a driver be allowed a bid assignment which exceeds forty (40) hours per week.

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