

This Agreement is entered into this 14th day of January, 2008 between the Board of Education of the Hartland Consolidated School District, Hartland, Michigan, hereinafter called the "Board," and the Teamsters Local 214, affiliated with the International Brotherhood of Teamsters, herein after called the "Union."

PURPOSE AND INTENT

It is the general purpose of this Agreement to promote the mutual interests between the Board and the Union and to provide for the operation of the Board's business under methods which will further to the fullest extent possible, the safety of employees, economy and efficiency of operation and avoidance of interruption of services.

WHEREAS, the Board under law, has the responsibility for establishing policies for the district, and,

WHEREAS, the administrative staff has the responsibility for carrying out the policies established, and,

WHEREAS, the parties to this Agreement have the responsibility for providing services and conduct consistent with all policies established by the Board, and,

WHEREAS, the Union employees have a responsibility for providing prompt and efficient services,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Union as the sole and exclusive bargaining representative for all school employees in the appropriate bargaining unit, described and defined as:

All regular school bus drivers, excluding non-bargaining substitute bus drivers, supervisory and executive personnel, and all other employees not mentioned above.

B. Definitions:

1. Union: Whenever the term “Union” is used, it shall mean the Teamsters Local 214 and shall include its designee upon whom the Union has conferred authority to set in its place and stead. Written notice shall be provided upon request of the Board.
2. Union Steward: Whenever the term “Union Steward” is used, it shall mean the employee(s) or agent designated by the Union to represent an individual or group of employees. Written notice shall be provided upon request of the Board.
3. Board: Whenever the term “Board” is used, it shall mean the Board of Education of the Hartland Consolidated School District and shall include its designee upon whom the Board has conferred authority to set in its place and stead. Written notice shall be provided upon request of the Union.
4. Employee: Whenever the term “Employee” is used, it shall refer to any member or members of the bargaining unit.
5. Employer: Whenever the term “Employer” is used, it shall mean the Hartland Board of Education.
6. Immediate Supervisor: Whenever the term “Immediate Supervisor” is used, it shall mean the Transportation Supervisor or his/her designee.
7. Superintendent: Whenever the term “Superintendent” is used, it shall mean the Superintendent of Schools and shall include the designee upon whom the Superintendent has conferred authority to act in the Superintendent’s place and stead.
8. Regular School Bus Driver: Whenever the term “Regular School Bus Driver” is used, it shall mean an employee, including those on probation, who are assigned to a regularly scheduled route.
9. Substitute Bus Driver: Whenever the term “Substitute Bus Driver” is used, it shall mean a regular school bus driver who is employed or assigned to drive a route temporarily.
10. Regularly Scheduled Route: Whenever the term “Regularly Scheduled Route” is used, it shall mean an established plan of daily transportation of students by school bus routinely performed during the school year.
11. Trip: Whenever the term “Trip” is used, it shall mean transportation of students or other persons on an ad hoc basis to special events, contests, exhibitions, etc.
12. School Bus: Whenever the term “School Bus” is used, it shall mean a school bus as defined in the School Code of 1976. (MCLA) 380.6(1)
13. Dispatcher: An employee employed in the bargaining unit by the Board to perform dispatching duties. The dispatcher position is a position separate and distinct from a driver position, but the employee may be required to drive. When acting in this capacity, the dispatcher has the authority to change routes, drivers, and buses as needed.

ARTICLE II - BOARD RIGHTS & RESPONSIBILITIES

The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan, and/or the United States. Such rights, duties, etc., shall include, by way of illustration, and not by way of limitation, the right to:

- A. Hire and contract with such duly qualified drivers as may be required.
- B. The general care and custody of the schools and property of the district and to make and enforce suitable rules and regulations for the general management of the schools and the preservation of the property of the district.
- C. Establish and carry on such grades, schools and departments as it shall deem necessary or desirable for the maintenance and improvement of the schools.
- D. Make reasonable rules and regulations relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public schools of the Hartland Consolidated School District.
- E. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, method and processes of carrying on the work, unless specifically covered elsewhere in this contract.

In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of educational policies, the construction, acquisition and maintenance of school buildings and equipment, the evaluation, discipline, promotion and termination of employees; and the establishment of revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and the administrative staff shall be free to exercise all of its managerial rights and authority. The Union recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be limited only by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and Constitution and laws of the United States.

ARTICLE III - UNION RIGHTS & RESPONSIBILITIES

- A. Union employees agree to uphold this Agreement, policies, rules and regulations and practices of the Board. Each employee accepts the responsibility for improving their skills and their relationships with their fellow employees and supervisors.
- B. Duly authorized Stewards of the Union shall be permitted to transact official Union business on school property at any reasonable time that does not interfere with or interrupt normal operations.
- C. The Union, upon prior notification of at least 24 hours, shall be permitted reasonable use of school building facilities for Union business at reasonable hours, without charge, provided that no such permitted use shall interfere with the administration or operation of the school system. Upon advance notice to the Employer, the Union shall be allowed use of school district office and audio-visual equipment on school premises for Union business at times when such equipment is not otherwise in use and such use does not interfere with the administration or operation of the school system. The Union shall pay for the cost of all materials and supplies incident to such use and/or shall pay for any necessary repairs and maintenance required as a result of such use. The Union shall keep an accurate record of all materials used and submit it to the business office for billing. Notice shall be provided to the administrator or supervisor in charge when office and/or audio-visual equipment is to be used. The Union may use the district mail service and driver mail boxes for distribution of its business announcements and correspondence which does not interfere with the orderly operation of the school system.
- D. The Board agrees to furnish to the Union, in response to written requests, all available information concerning the financial resources of the district and other such information as will assist the Union in developing intelligent, accurate, informed and constructive positions on behalf of the employees, together with information which may be necessary for the Union to process any grievance or complaint. There will be no removal of permanent records from school property.
- E. The Union agrees to supply all information which the Board requests to process any grievance or complaint.
- F. The Union agrees to abide by policies as may be established by the Board in regard to employment practices, including hiring, layoff, suspension, and discharge procedures for classified personnel.
- G. Nothing in this Agreement shall be construed to deny or restrict an employee's rights under the Michigan General School Laws or applicable civil laws.
- H. The Union may use up to ten (10) days each school year for release, eight (8) without pay, two (2) with pay, for employees who are officers or agents of the Union, for the purpose of attending to the business of the Union.

ARTICLE IV - UNION DUES, FEES, AND PAYROLL DEDUCTIONS

A bargaining unit employee shall either become a member of the Union or be subject to the Representation fee provisions below. To the extent permitted by law, it is agreed that:

Section A. Dues Deduction.

Upon receipt of a completed and signed individual authorization form from any of its employees covered by the Agreement, the Employer will deduct from the pay due such employees those dues and initiation and/or representation fees required to maintain the employee's membership in the Union in good standing.

Such authorizations shall be effective the beginning of the first full month after their hire date. Deductions shall be made only when the employee has sufficient earnings to cover the same after deductions for Federal Social Security (F.I.C.A.); individually authorized Deferred Compensation; Federal Income Tax; State Income Tax, local or city income tax; other legally required deductions; individually authorized participation in State programs and enrolled employee's share of insurance premiums, if any.

Membership dues and initiation fees deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union. Such authorizations of employees transferred from one Agency or Department to another and within these Bargaining Units shall automatically remain in effect. Employees promoted or transferred out of a Bargaining Unit covered by this Agreement shall not automatically remain on payroll deduction. Employees recalled from layoff or returning from leave of absence shall resume payroll deduction of dues or representation fees, commencing the first pay period of work.

Section B. Representation Fee Deductions.

An employee who avails him/herself of the opportunity to voluntarily terminate membership in the Union, and an employee who has not submitted a valid individual voluntary Membership Dues Deduction Authorization form to the Employer, or who does not produce satisfactory evidence of Union membership shall, within thirty (30) days following the effective date of this Agreement or effective date of membership termination, as a condition of continuing employment, tender to the Union a representation service fee in an amount not to exceed regular monthly/biweekly dues, uniformly assessed against all members of the Union, representing only the employee's proportionate share of the Union's costs germane to collective bargaining, contract administration, grievance administration, and any other cost necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees in dealing with the employer on labor-management issues. This Section shall not take effect until the Union notifies the Employer in writing of the amount of this representation fee. Such notification may be made on or after the effective date of this Agreement.

Section C. Union Notification.

The District will promptly notify the Union of all employees either entering or leaving the bargaining unit. The Union shall inform all future employees upon their hire, of the employee's obligation under this Article, and shall provide new employee(s) with the appropriate authorization forms provided by the Union. The District shall offer reasonable time for the Union to do so. However, in accordance with Section A. of this Article the deduction status of employees returning from layoff or leave of absence and of employees who transfer positions within an Agency or Department or between one Agency or Department and another within these Bargaining Units shall automatically remain in effect.

Section D. Remittance and Accounting.

Deductions for any monthly/bi-weekly pay period shall be remitted electronically to the designated Secretary-Treasurer of the Local Union, with an alphabetical list of names, by Department and Agency, of all active employees from whom deductions have been made and the amount deducted, not later than ten (10) calendar days after the close of the pay period of deduction. The Employer shall provide to the Secretary-Treasurer of the Local Union an alphabetical listing, by Department and Agency, identifying those active employees who have valid dues deduction authorization on file with the Employer for whom no deduction of dues was made.

Section E. Objections to Amount of Service Fee.

Upon a written request, a service fee payer shall have the right to object to the amount of the service fee and to obtain a reduction of the service fee to exclude all expenses not germane to collective bargaining, contract administration, and grievance administration, or otherwise necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees in dealing with the employer on labor-management issues.

The Union shall give every service fee payer financial information sufficient to determine how the service fee was calculated. A service fee payer may challenge the amount of the service Fee by filing a written objection with the Union or the Local Union within 30 calendar days. The Union shall consolidate all objections and shall initiate arbitration under the Rules for Impartial Determination of Union Fees of the American Arbitration Association. The Union shall place in escrow any portion of the objector service fee that is reasonably in dispute.

Section G. Indemnification.

The Union shall indemnify and hold the Employer harmless from any liability resulting from any and all claims, demands, suits, or other actions arising from compliance with this Article. Indemnification shall include attorney fees and the cost of litigation.

ARTICLE V - SENIORITY

- A. Employees shall, after fulfilling a probationary period of 90 calendar days, accumulate seniority in the bargaining unit from the first day the employee assumes the duties of employment. Substitute bus driver time shall not serve to satisfy the probationary period.
- B. The administration shall maintain a seniority list of all employees in the bargaining unit. The seniority list shall contain a listing of each employee's name, their date of hire, seniority ranking and current classification. Said seniority list shall be presented to the Union during the month of January of each year, and corrections will be brought to the attention of the administration within thirty (30) calendar days of receipt of the list by the Union. Employees hired after August 16, 1988 who assume their duties on the same day, shall be ranked on the seniority list in order of the first day of actual substitute driving. Should two persons start substitute driving on the same day, they shall draw straws to determine placement on the seniority list. If neither employee has subbed in the district, a drawing will be held to determine placement on the seniority list. Employees' hired prior to August 16, 1988 shall be ranked according to their placement on the published seniority list in effect August 16, 1988. In the event of

ties which develop as a result of loss of seniority, ranking shall be determined by giving the highest seniority ranking to the employee who was senior according to the previous seniority list.

- C. Seniority is lost only by the resignation or discharge of the employee.
- D. Seniority shall accrue based upon years of continuous employment from the employee's last date of hire. Time on leaves of absence or layoff shall not constitute a break of continuous employment. Time on leaves of absence other than for medical reasons (greater than 30 calendar days) shall not accrue seniority, beginning with the 31st day of absence. Time on layoff shall continue to accrue seniority.

ARTICLE VI - DISCIPLINE OF EMPLOYEES

- A. An employee, upon request, shall be entitled to have present a Union Steward when the employee is being disciplined or questioned regarding a matter for which there is reason to believe that disciplinary action against the employee being questioned may result for any infraction of rules or delinquency in performance.
- B. Employees shall not be discharged, disciplined, reprimanded, reduced in rank, or compensation without just cause. This entails implementation of progressive discipline. Any such action asserted by the Board or representative thereof shall be subject to the grievance procedure. An employee found to have been discharged without just cause shall be reinstated. No employee shall be disciplined in the presence of students or other employees. All information forming the basis for disciplinary action shall be made available to the employee and the Union.
- C. The provisions of this Article shall not apply to employees while fulfilling the 90-calendar day probationary period.
- D. When the Employer becomes aware of an incident or receives a complaint regarding an employee which may result in disciplinary action against the employee, the employee will be notified within five (5) work days of receipt of the information or complaint that the incident or complaint is under investigation.
- E. Written documentation of any reprimands or warnings will be expunged from the employee's personnel file after a two (2) year period of time during which the employee has not violated the same work rule or been delinquent in performance of work duties in the same manner for which the reprimand or warning was given. The record of any disciplinary action taken against an employee found to be unjustified, shall be expunged from the employee's personnel file.

ARTICLE VII - ROUTE AND TRIP ASSIGNMENTS

- A. Route Assignments:
 1. A route selection meeting for the following school year will be scheduled by April 30th of the current school year, to be held no later than one week prior to the start of the new school year, on a date mutually agreed by the parties, for selection of regularly scheduled routes by seniority. All regularly scheduled routes in operation, including estimated times, which includes preparation time, as defined in Article XIII, 2.A. shall be posted for selection not later than the Friday preceding the route selection meeting. The most senior employee shall have first choice of assignment to a regular scheduled route. Selections shall continue in order of the next most senior employee until all regularly scheduled routes have been assigned.

Approximate student print-out will be provided at the route selection meeting. It will be the responsibility of each driver to update these print-outs before the re-bidding process.

Drivers will be paid up to three hours pay for attendance at the annual mandatory route selection meeting. Pay will be for the Supervisor's meeting, route selection and other duties. After the supervisor's meeting, once a driver has selected a run they may be excused by the supervisor and will sign out for pay purposes. Driver attendance after three hours, to select a route, will be voluntary and without pay.

2. There shall be no bumping of routes during the school year, unless expressly stated elsewhere in this Agreement. When a vacancy in the Transportation Department occurs, the following procedure will be followed;

A meeting notice will be posted in the Transportation Department for five (5) working days on the Union bulletin board. This notice will serve to make all bus drivers aware of the vacancy so that anyone interested may attend the assignment meeting.

All interested bus drivers will attend the assignment meeting and bid on the first vacancy by seniority. After the first vacancy is filled, any subsequent vacancies will be filled by the employees at the assignment meeting. After the vacancy (ies) has (have) been filled, the final vacancy will be posted.

An employee whose route is eliminated or downgraded during the school year by a reduction of 30 minutes or more of driving time shall be allowed to bump any driver with less seniority in order to be assigned a route. A route which is increased by thirty (30) minutes or more of driving time shall be open for bid to more senior drivers. This will be handled in the same manner as outlined above. Route changes shall not be official until the entire chain of changes has been determined. Changes occurring prior to re-bidding will not be bid until the last Friday of September.

After the route selection meeting, any new run, re-designed run or a run removed from a package (for whatever the reason), the supervisor, with the efficiency of the department in mind, will select those drivers who have enough time on their package to do the work and offer it to them by seniority. This could result in the least senior driver being assigned the work.

3. The Board reserves the right to make any changes in routes, stops, length and number of runs and routes as necessary, for the efficient operation of the transportation system in order to meet requirements and/or needs of the district. Management reserves the right to assign buses for mileage or business reasons only, and may not change assignment for arbitrary or capricious reasons.
4. In an emergency, the Transportation Supervisor may place an employee on temporary assignment of up to 25 working days in a vacant or newly established route. In the event that it is not mutually agreeable to extend the temporary assignment, the employees shall revert to their former route.
5. All passenger transportation for the school district shall be done by bargaining unit employees except as follows:

- a. Privately owned or leased vehicles provided by volunteers without additional compensation for the driver.
 - b. School-owned or leased vehicles other than buses or vans carrying less than nine (9) passengers on trips without additional compensation for the driver.
 - c. Transportation Supervisor, Dispatchers, Bus mechanics or helper, on an ad hoc basis.
 - d. Non-bargaining unit substitute drivers when substituting for an absent bargaining unit member.
6. The route of a driver who is granted a leave of absence which will result in his/her absence of forty-five (45) working days in the school year shall be posted as a vacancy and bid according to the procedures of sub-section 2 hereinabove.
- a. An employee who is unable to drive due to a doctor's statement, will be granted a medical or Workers Comp leave. If a driver starts the year and has chosen a package and goes on a medical leave and returns during the same year, that driver will be allowed to have the least senior driver's package that will maintain the benefits (Insurance or TSA) he/she had when their medical leave started. A driver not starting the school year but returning from a medical or Workers Comp leave by the re-bid date will be allowed to take any package based on seniority.
 - b. Personal Leaves: After re-bid date a driver returning from a personal leave will take the least senior driver's package, regardless of hours or benefits.
7. Any driver who is unable to attend the route selection meeting may execute a written authorization or power of attorney to any person to act on their behalf in the selection of routes. Should no one be empowered to act on another employee's behalf, the absent employee shall be assigned the last route available at the route selection meeting. The employee must notify management by the second business day after the route selection meeting or the employee will be considered to abandon their rights for a position.
8. Employees who are not assigned a route in the route selection meeting because they choose not to bid, may be assigned available routes by the Employer.

B. Trip Assignments

1. Trips will be posted at the trip selection meeting. Employees will select trips on a seniority basis. In order to select a trip, drivers must be present at the trip selection meeting and be prepared to select a trip. Drivers not able to be present may provide the supervisor with a written statement of his/her desire to select a trip. Any driver not working the day of the trip selection meeting will be allowed to phone the supervisor stating his/her desire to select trips. If a driver is working during the time trips are being selected he/she must leave a note or request form stating his/her intentions. If there are no written intentions from the above situations drivers will receive a "no" each time their name comes up on the roster. An employee may be bypassed for a trip selection if the trip would cause the bus driver to exceed 40 hours in the same work week. Trips will be selected in the following order: Trip roster drivers, Drivers removed from the roster, Regular drivers not on the roster, Probationary drivers. Trips not selected by the drivers present in the above groups can be selected only by the drivers on the trip roster for overtime. Any remaining trips will be assigned to sub drivers. A roster will be maintained by the transportation office for this purpose. Inasmuch as practical, trips will be assigned each Friday for the coming week. An

employee refusing a trip will not be eligible for another trip until his/her name is reached in sequence on the Field Trip Roster. Refusing to select will result in the driver receiving a “no” on the roster. If an employee is ill on the day of an assigned trip, his/her inability to take the trip will not be counted as a refusal. Three (3) consecutive refusals on the Monday through Friday Roster will cause the employee to be eliminated from all Field Trip Rosters for the remainder of the semester. Employees must be given 48 hours' notice in advance of a trip assignment. When there is less than 48 hours' notice, the driver will not be by-passed regardless of hours worked, also refusal will not change the employee's place on the roster. Employees cannot trade trips after selecting. The Union leadership agrees to meet annually with the Transportation Supervisor to discuss the effectiveness of this procedure and its impact on the day to day operations of the department.

2. Probationary/temporary assigned drivers shall not be considered for extra trips unless all other drivers fail to accept such a trip, or in an emergency situation.
3. The Transportation Supervisor shall provide information on authorized route and destination.
4. Any employee returning to the school from a trip after 11:30 p.m. will not drive any portion of a route that starts before 8:30 a.m. the next morning. The driver shall not lose pay for that route.
5. Drivers will complete trip reports by maintaining a record of the starting and ending odometer reading. Trip reports will be returned to the transportation office the next working day.
6. In accordance with Board of Education Policy, a school staff person must ride on each bus for each field trip to and from school.
7. On field trips, buses shall be filled to bus capacity
8. In the event of severe weather, a driver having concerns regarding the advisability of taking a field trip will discuss the situation with the administrator/Athletic Director. If a decision cannot be reached, the Transportation Supervisor will be contacted.
9. Drivers may sign the roster for:
 - a. Field trips - posted for signing in the drivers' break room for:
 - (1) Five (5) working days beginning with the first day of school
 - (2) Five (5) working days prior to mid-semester change
 - (3) Five (5) working days before the last day of school
 - (4) Five (5) working days after fulfilling probationary time
 - b. The Field Trip Roster shall be listed as follows: With the understanding, that to be on the Saturday/Sunday/Holiday and/or the Last Minute Rosters, drivers must be listed on the Monday through Friday Roster and must drive at least their guaranteed hours daily.
 - (1) Monday through Friday
 - (2) Saturday/Sunday/Holiday
 - (3) Last Minute/48 hours or less
 - (4) Summer
 - c. Other Rosters:
 - (1) Noon/mid-day

- (2) Extra Driving, probationary drivers in district only
- (3) Substitute (i.e., early morning, late afternoon)

d. Other time for Roster signing

- (1) At route selection meeting
- (2) Five (5) working days, prior to mid-semester change
- (3) Five (5) working days, after fulfilling probationary time

- 10. A canceled trip shall be replaced by the next available trip. If the next available trip is a trip of less than 48 hours' notice, that driver will not receive a "no" on the roster if unable to accept the trip, and it will not be considered a replacement. The driver will be able to pick their replacement on the following Friday.
- 11. All available information relative to room accommodations shall be made known to the driver in advance of the trip. Persons sharing accommodations with the driver shall be adult age and instructed by the Employer to abide by the wishes of the driver for peace and quiet in the room, so that the driver can get proper rest and sleep.
- 12. When it is determined that a driver has not received his/her opportunity to bid on a field trip for which the driver would have been otherwise entitled, the driver will be given the opportunity to take the next available trip.

C. Layoff and Recall

Employees who are not assigned routes during the route selection meeting because no routes are available to them, or employees whose routes are eliminated during the school year and cannot displace drivers of less seniority, shall be placed on layoff status effective seven (7) calendar days from notice by the employer.

- 1. Employees on layoff status shall participate in succeeding route selection procedures and filling of vacancies on a seniority basis as set forth in Section A.1 and A.2 of this Article.
- 2. In the event of a layoff, the Union Steward shall continue to be employed as long as bus driver jobs remain requiring their services.
- 3. Notice of vacancies and route selection meetings shall be sent certified mail, return receipt, to laid off employees at their last known address with a courtesy copy to the Union.
- 4. Probationary drivers will be laid off first, then the least senior. Recall will be in the reverse order.

ARTICLE VIII - GRIEVANCE PROCEDURE

- A. A claim by an employee or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided.
- B. The termination of a probationary employee shall not be a subject of the grievance procedure.

- C. In the event that an employee or the Union believes there is a basis for a grievance, they shall, within five (5) work days of the date of the occurrence or event which gave rise to the grievance, first discuss the alleged grievance with their immediate supervisor either personally or accompanied by a Union Steward.
- D. If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, the formal grievance procedure may be invoked. The grievance form will be signed by the grievant and a representative of the Union. A copy of the grievance form shall be delivered to the immediate supervisor within ten (10) working days of the date of the informal meeting. If the grievance involves more than one supervisor or building, it may be filed with the Assistant Superintendent for Business & Operations.
- E. Within five (5) work days of receipt of the grievance, the Director of Operations or his/her designee shall meet with the Union Steward in an effort to resolve the grievance. The Director of Operations or his/her designee shall indicate the disposition of the grievance in writing within five (5) work days of such meeting to the Union.
- F. If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) work days of such meeting, the grievance shall be transmitted within five (5) work days by the Union to the Assistant Superintendent for Business & Operations. Within five (5) work days, the Assistant Superintendent for Business & Operations or his designee, shall meet with the Union's Steward on the grievance and shall indicate his disposition of the grievance in writing within ten (10) work days of such meeting to the Union.
- G. If the Union is not satisfied with the disposition of the grievance by the Assistant Superintendent for Business and Operations, or if no disposition has been made within ten (10) work days of such meeting, the grievance shall be transmitted to the Superintendent within ten (10) work days, by filing a written copy thereof. Disposition of the grievance in writing by the Superintendent shall be made no later than ten (10) work days thereafter, in writing to the Union.
- H. If the Union is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within ten (10) work days of such hearing, the Union may submit the grievance to the Union's internal Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the Employer in writing. This notice shall be made within 10 (ten) working days from the Superintendent's answer or when that answer was due. The decision of the Grievance Panel shall be made within forty-five (45) working days of the notice to the Employer of submission to the Grievance Panel. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have ten (10) working days after the Panel's decision to notify the Superintendent in writing of the panel's decision.
- I. In the event the grievance is not settled through the procedure outlined above, the parties shall attempt to mutually agree upon an Arbitrator. If they are unable to mutually agree upon an arbitrator within five (5) working days from the written notice to the Superintendent that they are submitting the grievance to arbitration, the Union may submit the grievance to binding arbitration before an impartial arbitrator by filing a Demand for Arbitration with American Arbitration Association in accordance with their rules and regulations. The demand for arbitration must be filed within fifteen (15) working days of the date of the written notice to the Superintendent that the grievance was being submitted to arbitration. The Board and the Union shall not be permitted to assert in such arbitration proceeding any ground, or to rely on any evidence, not previously disclosed to the other party. The arbitrator shall have no power to alter, ignore, modify, add to, or subtract from the terms of this Agreement. For enforcement of the provisions of the agreement, the arbitrator shall have authority to fashion

appropriate remedies which are compensatory and not punitive in nature. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

- J. The time limits provided in the Article shall be strictly observed, but may be extended by written agreement of the parties. Working days for the purposes of this Article shall be considered as days in which the District Central Administration office is open.
- K. If an individual employee has a grievance which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no formal grievance shall be processed without sanction of the Union, nor shall any disposition be inconsistent with the terms of this Agreement.
- L. Employees who are necessary participants in an arbitration hearing as an Union representative or witness in the proceedings shall be released from duty without loss of pay for the time necessary to represent or testify as the case may be, provided the arbitration hearing is held on the employer's premises. An attempt shall be made to schedule the arbitration and attendance of employees at times which will avoid or minimize release from work.

ARTICLE IX - COMPENSATION

A. Regularly Scheduled Routes

- 1. Employees shall be paid an hourly rate as specified in A.2 for all duty time on regularly scheduled routes or on tasks attendant to the regularly scheduled route. A time allotment shall be determined for each route which shall be the normal amount of time needed to drive the route and perform other attendant duties under the ordinary and usual road conditions, weather, and other relevant circumstances. For payroll purposes, the amount of pay shall be calculated according to the time allotment for the entire route and the number of days of student instruction. The driver may opt for a 21 or 26 pay schedule at the beginning of the school year. Each driver shall receive notice of the time allotment and any subsequent adjustment in writing with a copy to the Union.

To receive payment for hours of work beyond the time allotment or minimum, whichever is the greater period of time, the driver must submit a time deviation report on the form provided by the Supervisor which shall specify the reasons for the additional time involved. Deviation reports must be submitted by the driver within the pay period of the occurrence of the deviation. Deviations shall be verified or denied within five (5) work days after being submitted to the Transportation Supervisor. Upon verification of the time and reasons as operationally necessary the deviation shall be recorded and submitted to the payroll department. Employees will not be paid for non-duty time between segments of the daily route. Employees will remain on duty if there is less than one (1) hour between segments of the daily route. A minimum of five (5) hours shall be paid for a route as designated below in A.2, except that when all other drivers are receiving their minimum five (5) hours and there is remaining work which will require less than five (5) hours, the employer may schedule the driver(s) for less than the five (5) hours package. All less than five (5) hour package(s) shall be raised to regular scheduled routes as work becomes available.

2. Shuttles shall be defined as a portion of a route on which students are transported between two (2) or more buildings in the district (including non-public schools) from boarding points to their destinations. Shuttles which are scheduled as an integral part of the transportation plan for the school year, shall be included in a regularly scheduled route. Shuttles which are temporary, to accommodate a short-term transportation need in the district, may be added to a regularly scheduled route by the Transportation Supervisor, and calculated as a shuttle for the period of time it is included in the route. In assignment of temporary shuttles, preference will be given to the most senior driver feasible at the origin of the shuttle, who can be given the assignment without undue disruption of the transportation operation.
- a. Special Driving Assignments. When a school or a portion of a school is attending a program or event at another school in the district, the drivers ending or beginning their run at that school will be asked to take those students to or from the program or event. Those drivers will remain on the clock and return the students to their school when the program or event is over at their regular rate of pay. The Transportation Supervisor will determine Special Driving Assignments. The Farms/Lakes drivers will be offered trips by seniority for both schools.

Examples: The Jason Project, a play or practice for a concert or program.

3. Wage Schedule

Those hired before 9/22/95

<i>Years of Service</i>	<i>July 1, 2007</i>
0 - 5	\$15.88
6 - 9	16.36
10 or more	16.85

Those hired after 9/22/95

<i>Years of Service</i>	<i>July 1, 2007</i>
1 st	\$14.37
2 nd	14.66
3 rd	14.97
4 th	15.28
5 th	15.59
6-9 th	15.88
10-12 th	16.36
13 th	16.85

July 1, 2008 – teacher formula

July 1, 2009 – teacher formula

The teacher formula will expire on June 30, 2010

Note: Following is the Teacher Formula as outlined in the HEA Contract, 2005-2008. The reference to BA, Step 1 applies to teachers only.

Salary Increase Summary			
		Additional Raise per New Student	
Found. Increase Range	Base Raise	Intent	Formula
-1% to 0%	0%	Prorated from 0.002 per new student at 0% FA to 0% per new student at negative (-1%) FA	$(1 + \text{FA}\% \text{ change}) \times 0.002$ per new student
0% to 1%	60% of FA	Per student increment will remain at 0.002	0.002 per new student
From 1% to 3%, salary is capped at 110% of FA. Above 3% the raise is capped at 0.3% above FA increase.	60% of FA	Determined so that raise is 60% of FA at 0 new students and 110% of FA at 250 new students.	0.002 per new student \times % increase in FA
At or below negative (-1%) FA change, the salary change will be 0%			

Per pupil funding for this agreement is defined as the per pupil foundation allowance, whether that money is allocated through the present method, or through any other monies that represent the foundation allowance grant.

The percentage increase to BA, Step 1 shall be determined by adding together two parts, the base raise, determined from the foundation allowance increase, and an additional raise based on the number of new students on a September count to September count basis.

For other than negative foundation allowance changes, the base raise shall be 60% of the percentage increase in foundation allowance. For negative foundation allowance changes the base raise shall be zero.

For foundation allowance increases of 1% and above, the additional raise, based on new students, shall be determined by multiplying the percentage foundation allowance increase by 0.002 and multiplying that product by the number of new students. For foundation allowance increases between 0% and 1% the additional raise shall be determined by multiplying the number of new students by 0.002. For foundation allowance changes between 0% and negative 1% the additional raise shall be determined by multiplying the number of new students by $(1 + \text{foundation allowance change}) \times 0.002$.

Caps

For foundation allowance changes at or below negative 1% the raise will be zero. For foundation allowance changes of 1% or above, the total raise will be capped at 110% of the foundation allowance or 0.3% above the foundation allowance increase, whichever is less.

Because the Total Raise and therefore Schedule A are dependent on the student count as of the Fall Count Day, it will not be possible to determine the Total Raise, and therefore Schedule A, as of the first day of school. However the Base Raise as determined by the example above shall be implemented on the first pay date of the school year. The Total Raise shall be determined after the Fall Count Day; then Schedule A shall be adjusted and implemented by the fourth pay date following the Fall Count Day. The parties will meet to determine adjustments upon completion of the audit.

B. Trips:

Effective January 28, 2008: \$12.00 per hour

Effective July 1, 2008: \$12.50 per hour

Effective July 1, 2009: \$13.00 per hour

SHUTTLLING ONLY TO BRIGHTON, FENTON, HOWELL AND MILFORD

1. A minimum of two (2) hours' pay shall be paid on all trips if the driver is not already on the clock. Time and one-half will be paid for that time over 40 hours in a week or on Saturday. Double time will be paid on Sunday and triple time on legal holidays.
 - a. Evening and weekend trips that are changed by the trip sponsor/coach once the trip has started, entitles the driver to four hours minimum pay.
2. Employees assigned a trip which is canceled after the arrival of the employee, will be paid for two (2) hours if not currently on the clock, and be given the next available unassigned trip.

Employees being notified of a trip cancellation more than one-half hour past their quitting time will be paid one (1) hour trip pay and be given the next available unassigned trip.
3. Employees shall have prior payment or ticket in advance for any required admissions on trips.
4. An employee assigned an overnight trip shall receive the full rate of pay for the entire time on the trip minus ten (10) hours for sleep time. Should the driver return to duty or be told to remain available, then the ten (10) hour reduction would not apply.

During overnight trip only, a meal allowance for dinner shall be \$15.30.

Employees driving trips that require them not to drive a portion of their regularly scheduled route, shall be paid the regularly scheduled route pay for all trip time that coincides with the regulary scheduled route time forfeited.

C. Longevity Pay

	<u>Effective 7/1/91</u>
<u>Upon completion of three (3) yrs.</u>	<u>\$ 645</u>
<u>Upon completion of five (5) yrs.</u>	<u>\$ 783</u>
<u>Upon completion of seven (7) yrs.</u>	<u>\$ 912</u>
<u>Upon completion of nine (9) yrs.</u>	<u>\$1,059</u>

Longevity pay will be paid at the conclusion of each school year. A year is completed provided a driver starts to drive prior to October 1 of any given school year. Drivers terminating employment prior to the completion of the total year would not be eligible for longevity pay.

In the case of an employee retiring through MPSERS (Michigan Public School Employee Retirement System) at the semester break, the employee would be eligible for half of the longevity pay providing they would have met the requirements of Article 9C, paragraph 2.

In the case of an employee retiring through MPSERS (Michigan Public School Employee retirement System) after the semester break, the employee would be required to work a full year to be eligible for any portion of their longevity pay providing they have met the requirements of Article 9C, paragraph 2.

To qualify for full longevity, the employee must have worked at least seventy-five percent (75%) of their scheduled time. Employees who worked less than seventy-five (75%) of their scheduled time will have their longevity payment pro-rated to reflect the percentage of scheduled time actually worked.

D. Substitute Driving

When a driver substitutes on another route or drives a route or portion thereof because of the breakdown of another bus, the driver shall be paid at 100% of the driver's regular hourly rate. Employees in the bargaining unit shall be given preference in substituting for absent bus drivers when they are available and have indicated their desire for such work, by signing the roster. The Transportation Supervisor may utilize non-bargaining unit substitutes when bargaining unit drivers are unavailable or when the immediacy of the situation dictates. A driver bypassed in error according to assignment procedures, shall be given the next substituting assignment for which the driver is available. The Employer shall not be required to continue the substitute assignment of any employee beyond a total of 40 hours of work, inclusive of all non-trip hours, in any work week. The interruption of any substitute assignment due to the 40 hour work week limitation shall not constitute a break in continuity of the substitute assignment.

A regular driver shall have the first opportunity to substitute on another regular driver's package. However, the Employer shall not be obligated to split any segment of a package between more than two (2) people. This shall not apply to the noon/mid-day segment of a package.

E. State Bus Drivers' School

Employees will be paid \$12.00 per hour for all required schooling and testing. Reimbursement will be made within 30 days of receipt of verification of completion and award of certificate by the appropriate state agency or verification of completion by the Transportation Supervisor.

F. Meetings

When the Transportation Supervisor or other superior calls a required meeting, employees will be paid \$12.00 per hour for that meeting. Route selection meetings will be paid in accordance with Article VII, 1.

G. Act of God Days

When student instruction days are canceled due to inclement weather or other conditions which make it impractical to hold classes, and bus routes are thereby canceled, drivers will not be required to report and will be paid for the route according to their time allotment. Should any of these days be rescheduled, drivers are required to work the rescheduled days without additional compensation.

When the "main roads only" policy is in effect, only those drivers who report for work will be paid.

Hours assigned in a substitute capacity in advance of a canceled school day shall be counted in calculating the employee's normal daily pay.

- H. Employees shall be required to be examined yearly by a school-appointed physician at Board expense pursuant to MDOT and other applicable requirements. Effective July 1, 1993, the Board will reimburse the cost of required CDL endorsement over the cost of the chauffeur's license.

Drug and Alcohol Policy: The Employer has a vital interest in maintaining safe, healthy and efficient working conditions for its employees. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks, not only to the user, but to all those who work with the user. Therefore, all employees covered by this agreement shall be required to comply with the Employer's drug and alcohol policy, including such amendments thereto as may be made time to time by the Employer. To further safeguard all employees and the public, the parties hereby agree that the Employer may require a blood test, urinalysis, or other drug or alcohol screening of an employee at the Employer's expense, if at any time the Employer has reasonable cause to believe that the employee is under the influence of drugs or alcohol. If the screening determines that the employee is under the influence of drugs or alcohol, the employee is subject to termination of employment, even for a first offense. If the employee requests a split sample test it will be at the employee's expense.

I. Bus Utility Rate

The bus utility rate shall be \$12.00 per hour for additional assigned work that is outside the scope of regular duties. This rate will cover, but is not limited to, the following extra work.

Board packets, Department meetings, Office substitute, General cleaning, Delivering or picking up buses.

Drivers assigned as road checkers or trainers will receive their full rate of pay for these activities.

J. Holidays

Transportation employees will receive their normal rate of pay for holidays, to be determined by mutual agreement between the Board and the Union, in accordance with the following schedule. Pay will be received during the pay period in which the holiday falls.

Effective July 1, 2002 six (6) paid holidays:

Thanksgiving, Christmas Eve, Christmas, New Years, Good Friday, and Memorial Day

An Employee shall be paid holiday pay under the following conditions:

1. Employee worked the full day before and after the holiday.
2. Employee was absent due to bereavement leave (Article XI.A.), work related injury where the district doctor says the member cannot work, Workers Compensation leave, required court appearances, or Act of God days as defined in Article IX.G.

Probationary drivers will receive pay upon completion of their 90-day probationary period.

- K. "Dry runs" pay will be the driver's regular driving rate of pay.

ARTICLE X - INSURANCE

The Board shall make payment of insurance premiums for insurance coverage as specified below:

A. Health Insurance

The Board shall make payment of premium of Blue Cross/Blue Shield Flexible Blue with 1250/2500 family deductible through HRA for all employees who work twenty-five (25) hours or more per week. Employees who do not qualify for health insurance will be allowed to purchase the health insurance that is in the contract if allowed by the insurance company and if there is no extra cost to the district. This choice must be made during open enrollment and will be irrevocable for that plan year. All drivers have the option to purchase dental and optical benefits at a group rate at their own cost.

Employees hired before September 22, 1995, that work twenty-five (25) hours or more per week, will be eligible for health insurance benefits at 100% of the premium and the deductible.

Employees hired after 9/22/95 that work twenty-five (25) hours or more per week, will be eligible for health insurance benefits at 75% “full family rate” (\$2,500 deductible and annual premium). Those taking full family will pay 25% of the “full family rate”. Those with single or two-person coverage will pay the difference between the single (\$1,250 deductible and annual premium), or two-person rate (\$2,500 deductible and annual premium), and the amount that is equal to 75% of the “full family rate”. Example: At December 14, 2007, a “full family” would pay \$3,668 per year, a “two-person” would pay \$1,277 per year, and a “single” would pay nothing.

Cash-in-lieu:

The Board will provide to those employees not taking health insurance an amount of cash equal to \$305.81 per month for those hired before 9/22/95, and \$229.36 per month for those hired after 9/22/95. Any tax incidence due to the implementation of this provision shall be the responsibility of the employee, except the Employer shall be responsible for its share of FICA. Employees electing this option may also choose to have all or part of the dollars available for the TSA for other benefits made available through group payroll deduction programs currently offered by the Board. Any tax incidence due to the implementation of this provision shall be the responsibility of the employee. Employer shall pay their share of FICA associated with this benefit.

Any premium amount above these monthly rates will be payroll deducted from the employee receiving the benefit.

Employees receiving Board-paid disability benefits under this section shall not be able to use paid sick leave to receive in conjunction with the disability benefit more than their regular pay with the school district for the period of disability. Accumulated sick leave may be used on a proportional basis to the disability benefit to receive an amount equal to their regular pay after deductions.

- B. Each employee assigned to a regularly scheduled run, and the dispatchers, shall be provided term life insurance coverage in the amount of \$10,000 with accidental death and dismemberment.
- C. Benefits provided under this article shall be available at the start of the probationary period.

ARTICLE XI - LEAVES OF ABSENCE

A. Paid Leaves of Absence

1. At the beginning of each school year, the Board of Education will credit each driver with ten (10) days leave with pay, to be used for business and illness. After ten (10) days, additional business days cannot be taken and sick days will require a doctor's note. Of the ten (10) days, a maximum of three (3) days may be used for business. Business days may not be taken consecutively except as referenced below, and no business day may be taken on a day prior to, or following a vacation period. Personal business leave is to be used to attend to matters of an urgent and crucial nature which require the personal attention of the employee, and cannot be reasonably attended to at alternative times, which do not interfere with the duties of employment. In case of death in the immediate family, an additional four (4) days will be available with pay. Definition of "immediate family": mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, or a member of the employee's household. Leave days shall be accumulative from year to year. Any employee that does not work an entire school year will have their days prorated at a rate of one per day per month for each complete month of service.

Requests to use consecutive business days may be submitted for approval and these requests won't be unreasonably denied. Employees understand these requests are not guaranteed and should be for unusual or unforeseen circumstances. Denial of these requests may be appealed to the Superintendent or the Superintendent's designee.

Benefits provided under this section shall be available only after the successful completion of the probationary period. At that point in time, the benefits will become available; retroactively if necessary.

2. All requests for absences, except sick leave, will be requested in writing, in advance. Failure to do so will be treated as time lost and the individual will be docked for the absence.
3. Absences shall be accounted for on a per-run basis for deduction of paid days.
4. Employees called for jury duty, or subpoenaed, shall be paid by the Employer a sum to make up the difference between what they are paid by the court or party in the litigation and their regular wage for the time they would have worked during the time they are required, by law, to serve. The employee must report to work for any portion of his/her route which he/she can drive when released by the court. Any fee or compensation paid to the employee by the court or party in the litigation shall be turned into the business office for deposit in the general fund. In the event the daily compensation from the court or party in the litigation exceeds the amount the employee would have been paid for working, the employee shall turn into the business office only an amount equal to the amount the employee would have been paid for working.
5. An employee absent due to a condition covered by Worker's Compensation may elect:
 - a. To receive Worker's Compensation benefits only, with no charge against sick leave; or,
 - b. To receive paid sick leave benefits on a pro-rated basis of the difference between the employee's normal pay and the amount of the Worker's Compensation benefits for the duration of the disability or the exhaustion of the employee's paid sick leave accumulation, whichever occurs first.

Seniority shall accrue for the remainder of the school year in which the absence begins. If the employee is able to return to work prior to the end of the school year in which the disability began, the driver will be returned according to the procedure of Section B.5 of this Article. If the employee is disabled beyond the end of the school year in which the disability began, the employee shall be able to participate in the first bidding process after recovery from the disability and medical verification.

B. Unpaid Leaves of Absence

1. The Board may, at its discretion, grant an employee a leave of absence without compensation or fringe benefits for up to two (2) years, provided that the length of the leave does not exceed the amount of accrued service time of the employee. The two (2) year limitation does not apply to a medical leave.
2. Requests for leaves of absence must be submitted in writing to the Board, with a copy to the Union. All such applications, except for medical leaves, must be submitted 60 days prior to the commencement of the leave, but the Board, at its discretion, may consider requests submitted with a doctor's statement as soon as possible, and the employee may exhaust all of his/her sick bank. Accrued sick leave not used prior to an unpaid medical leave will be available for use only after the employee returns from the leave.

EXAMPLE: An employee has 60 sick leave days accumulated at the time they become ill, and uses 30 of those days before requesting an unpaid medical leave of absence. The employee retains 30 days of unused accumulated sick leave. Those remaining 30 days of unused sick leave will be held in the employee's sick leave bank and will be available only upon return of the employee to work after expiration of the unpaid leave.

3. An employee on an approved leave of absence may return prior to the expiration of the leave (early return) provided that the employee must provide at least 14 days notice of requested early return date.

After the re-bid date a driver returning from a personal leave will take the least senior driver's package, regardless of hours and benefits.

4. While on leave of absence, seniority will not accrue beginning with the thirty first (31st) calendar day. Upon returning from a leave of absence, a driver shall receive a new seniority standing which reflects the amount of service time. If this new seniority standing results in establishing a length of service time equal to that of another driver(s), seniority of the affected driver(s), relative to each other, will remain the same.
5. After a driver has returned from a leave of absence, he/she will retain the right to bid vacant and available routes pursuant to articles of the Master Agreement and consistent with seniority adjustments described in this Agreement.
6. Leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family Leave Act. However, if the leave provisions under this Article are more generous, this Agreement shall prevail. All such leaves may be concurrent with, and not in addition to, any other applicable leaves provided for in this Agreement.

ARTICLE XII - MISCELLANEOUS

A. Personnel Files

Each driver's file is available to be reviewed by that driver once each semester. Drivers will be informed of any derogatory information that is placed in their file. A driver removing anything from a file during review will be subject to immediate dismissal.

B. Bus Cleaning

Drivers are responsible for maintaining their bus cleanliness in those areas which affect safety and health standards, i.e., interior, glass, lights. The school will be responsible for washing exterior of vehicles periodically.

C. Parking Facilities

Parking facilities have been designated adjacent to the bus lot for employee parking.

D. Discipline

Drivers shall have authority to maintain discipline and control on buses they are driving. Drivers will follow the established policy in those instances where the driver feels the situation is beyond their capability to resolve. Drivers shall be informed by school authorities of any suspension taken against a student arising from misconduct on the bus.

E. Servicing of Bus

Drivers are responsible for daily check of those items required by law prior to leaving the bus lot. The only exception to this rule is when the Transportation Supervisor designates a school employee to make under-hood inspections. Drivers will be issued a listing of items required to be checked.

F. Fueling of Buses

Each driver is responsible for keeping his/her bus properly fueled. Each driver will record fuel usage on the daily log. Fuel spills must be reported to the mechanics and the driver is required to clean up the spill.

G. The Employer shall make available at each school and the school bus garage, lavatory facilities for drivers' use when necessary. A break room shall be provided at the bus garage for use by drivers on non-duty time before, between, and following driving assignments. A bulletin board shall be provided in the break room for Union use.

H. Each transportation employee shall be given a copy of this Agreement and all relevant Board policies. Fifteen copies of this Agreement shall be furnished to the Union for its use.

I. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found 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 provisions or applications shall continue in full force and effect.

- J. Employees must report for work in appropriate attire. The employer shall designate certain attire as inappropriate (such as, but not limited to: sweat pants, halter tops, short shorts, etc.) and will include the dress code in the drivers handbook and the annual work procedures and rules.

ARTICLE XIII - WORK PROCEDURES

I - DUTY TIME

- A. Duty time shall be defined as any time an employee is attending to the duties required for a run and/or route, and/or is required to remain on duty by the supervisor or designee. Employees shall be paid for all duty time according to Article IX, A.2.
1. If there is less than one (1) hour between runs and/or segments of the route, employees shall remain on duty, unless covered elsewhere within this agreement.
- B. Professional Development Training – Drivers are required to attend all professional development/workshop training arranged by management and will not have the option of doing extra work during that time. Drivers will receive \$12.00 per hour for this training. The District will give 30 days’ notice of such training. The District may schedule the training to be held on a professional development day if there is a minimum of (4) four hours of training. Other shorter training sessions will be held between runs.

II - PREPARATION TIME

- A. Preparation time shall be 30 minutes per day, which shall be distributed as follows:
1. Fifteen (15) minutes prior to the first driving segment of the day.
 2. Fifteen (15) minutes prior to the last driving segment of the day.
 3. Routes with mid-day runs, preparation time shall be split throughout the day, to total 30 minutes.
- B. Drivers will receive (3) three hours pay for beginning school year preparation work.

III - NORMALLY-SCHEDULED CALENDAR DAYS OF THE ENTIRE SCHOOL SYSTEM

- A. Employees shall be paid their regular scheduled wage for days that are scheduled on the school calendar.
1. If there is less than one (1) hour between the run and/or segments of the route, employees shall remain on duty and shall be paid for all duty time according to Article IX, A.2.
 2. If deviation time causes an employee to be less than one (1) hour between segments of the route, only deviation will be paid.
 3. Extra driving assignments shall be included with the above.

IV - SCHEDULED CALENDAR HALF (1/2) DAYS OF THE ENTIRE SCHOOL SYSTEM

- A. Employees shall receive their regular daily rate of pay for any scheduled half (1/2) days on the school calendar.
1. Layover time will not be paid.
 2. Only deviation time will be paid.

V - CALENDAR SCHEDULED EXAM DAYS

- A. Employees shall be paid for the regular scheduled day and the additional exam run(s); with the exceptions and/or adjustments noted below.
1. Layover time will not be paid unless employee's route allotment time ends with less than one (1) hour between on-duty segments of the route.
 - a. Deviation time shall be paid which is beyond the employee's established route time allotment.
 - b. Layover time shall only be paid which is beyond the employee's established route time allotment.
 2. In the event a complete run is moved for exam purposes, employees shall be paid for the time exceeding the established route time allotment.
 3. Extra driving assignments shall be included with the above.

VI - UNUSUAL AND/OR UNSCHEDULED DAYS

- A. Employees shall receive their normal daily wage for any regularly scheduled day and any layover time caused by unusual circumstances and/or deviations.
1. If there is less than one (1) hour between runs and/or segments of the route, employees shall remain on duty and shall be paid for all duty time according to Article IX, A.2.
 2. If there is an hour or more between duty segments when called in early by the supervisor or designee, duty time will begin when the employee arrives at work. Duty time will end when the employee is finished with driving and required duties.
 - a. Employees shall fill out deviation sheet with arrival and ending times.
 - b. Deviation time shall be paid which is beyond the employee's established segment time allotment.

ARTICLE XIV - CONTINUITY OF OPERATIONS

The Union agrees that it, its officers, its agents or its membership shall not authorize, sanction, condone, engage in or acquiesce in any strike as defined in the Michigan Public Employment Relations Act.

ARTICLE XV - DURATION OF AGREEMENT

This agreement shall be effective as of January 14, 2008, and shall continue in effect until the 30th day of June, 2010.

HARTLAND BUS DRIVERS' UNION
TEAMSTERS LOCAL 214

HARTLAND BOARD OF EDUCATION

Steward

President

Steward

Vice-President

Business Agent

Secretary

Treasurer

Trustee

Trustee

Trustee

Trustee

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HARTLAND

BUS DRIVERS' UNION

TEAMSTERS LOCAL 214

MASTER AGREEMENT

2007 - 2010
