

AGREEMENT

between

CHELSEA SCHOOL DISTRICT

and

**THE INTERNATIONAL UNION OF OPERATING
ENGINEERS
LOCAL 547 - A,B,C,E,G,H,P - AFL-CIO**

July 1, 2010 - June 30, 2011

TABLE OF CONTENTS

1.	Recognition	1
2.	Employer Rights.....	2
3.	Union Security	4
4.	Union Representation.....	7
5.	Jurisdiction	8
6.	Seniority	9
7.	Disciplinary Action and Discharge	13
8.	Unpaid Leaves of Absence	14
9.	Grievance Procedure.....	17
10.	Definitions	22
11.	Working Conditions	23
12.	Bidding, Vacancies and Trips	25
13.	Employment Qualifications.....	28
14.	Paid Leaves	30
15.	Layoff and Recall	33
16.	Holidays	35
17.	Student Discipline	36
18.	Fringe Benefits.....	37
19.	Scope, Waiver and Alteration of Agreement.....	40
20.	Strikes and Lockouts.....	41
21.	Appendix A	42
22.	Term of Agreement	44

ARTICLE 1

RECOGNITION

(1) Purpose

It is the general purpose of this Agreement to promote the mutual interests of the Employer and its Employees and to provide for the performance of services operated by the Employer under methods which will further economy and efficiency of operation, protection and safety of students, and avoidance of interruption to service. The parties to this Agreement will cooperate to secure the advancement and achievement of these purposes and will promote orderly and peaceful labor relations.

(2) Recognition

Pursuant to and in accordance with the Certification of Representative in MERC Case No. R93 H-148, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all Employees of the Employer included in the bargaining unit described below:

All regularly scheduled bus drivers and bus monitors employed by the Employer, excluding substitute bus drivers and bus monitors, supervisors and all other Employees of the District.

(3) Identification of Parties

The word "Employee" as used in this Agreement shall mean any member of the bargaining unit as defined in subparagraph (2) of this Article. The word "Union" shall refer to the International Union of Operating Engineers, Local 547 A, B, C, E, G, H, P, AFL-CIO. The word "Employer" shall refer to the Chelsea School District, acting through its Board of Education and administration.

ARTICLE 2

EMPLOYER RIGHTS

- (1) Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities, and authority under the Michigan Revised School Code, or any other laws or regulations. Except as is otherwise specifically provided in this Agreement, all the rights, powers and authority the Employer had prior to this Agreement are retained by the Employer.

- (2) It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Union 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. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - (a) Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Employer.
 - (b) Continue its rights of assignment and direction of personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change work or school hours or days as well as transportation time schedules.
 - (c) Direct the working forces, including the right to hire, promote, suspend and discharge Employees, transfer Employees, assign work or 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 operations and to determine all standards of operation, the means, methods and processes of carrying on the work.
 - (e) Determine the qualifications of Employees, including physical and mental conditions. In making determinations regarding the physical and/or mental condition of an Employee, the Employer shall rely upon the diagnosis and prognosis of physician(s), psychiatrist(s) and/or psychologists who have evaluated the Employee's ability to perform his position responsibilities.
 - (f) Determine the placement of operations, services, and maintenance, contracting or distribution of work.
 - (g) Determine financial policies and procedures.
 - (h) Determine job content, job descriptions and the essential and marginal functions of jobs within the bargaining unit.

- (i) Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
 - (j) Determine the policy affecting the selection, testing or training of Employees.
 - (k) Establish courses of instruction and in-service training programs for Employees.
 - (l) Plan, alter, modify, change or discontinue bus routes and/or the assignment or reassignment of buses to routes.
 - (m) Adopt work rules, standards and regulations not in conflict with the terms of this Agreement.
- (3) The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE 3

UNION SECURITY

- (1) Each Employee shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union or pay a Service Fee to the Union equivalent to the amount of dues uniformly required of the members of the Union, less any amounts not permitted by law. The Employee may authorize payroll deduction for such fee. In the event the Employee shall not pay such Service Fee directly to the Union or authorize payment through payroll deduction the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the written request of the Union, deduct the Service Fee from the Employee's wages and remit same to the Union under the procedures provided below.

Nothing in this Article shall be interpreted or applied to require involuntary or passive deduction of Employee contributions to political action or other similar funds of the Union or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the Employee, on file with the Employer, in accordance with applicable statutory provisions.

- A. The procedure in all cases of non-payment of the service fee shall be as follows:
 1. The Union shall notify the Employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Employer in the event compliance is not effected.
 2. If the Employee fails to remit the service fee or authorize deduction for same, the Union may request the Employer to make such deduction pursuant to this Article.
 3. The Employer, upon receipt of request for involuntary deduction, shall provide the Employee with an opportunity for a due process hearing. This hearing shall address the question of whether or not the Employee has remitted the service fee to the Union or has authorized payroll deduction of same. Additionally, the Employee may request that the Employer withhold or suspend involuntary wage deduction due to any asserted legal infirmity with the Union's internal procedures by which Employees may protest the calculation of the agency shop/service fee which is alleged to be not properly chargeable to Employees who elect not to become members of the Union.
 4. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the Employee so affected. Said deductions shall be made according to a schedule as is applicable to the Employer's other unionized Employee groups.

- (2) Due to certain requirements established in recent Court decisions, the Union represents that the amount of the service fee charged 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 service fee by non-members shall be activated thirty (30) days following the Union's notification to non-members of the service fee for that given school year.
- (3) Within one week after the annual bid meeting, the transportation supervisor (or designee) will provide to one of the union stewards a listing of all union members and their regular route/run/shuttle hours for purposes of determining union dues for Employees. In addition, on a quarterly basis, beginning with December 31st of the year, an updated listing of all union members and their current regular route/run/shuttle hours will be provided.

The union shall provide to the Employer by September 30th of each year a listing of dues deductions by Employee that shall be withheld in equal installments from each check beginning with the first check payable in October through the last check in May.

Should a mid-year adjustment of dues need to be made for an Employee, the union shall provide this information to the business office fifteen (15) days prior to the first adjusted deduction. The adjusted deduction will continue through the last pay in May.

After each payroll, the district will provide to the union a list of those members that were not able to make payment on all or a portion of their union dues. It will be the responsibility of the union to collect these unpaid dues.

- (4) The Union also agrees to furnish the Employer, upon request, with such information as may be reasonably necessary for the Employer to review the legal sufficiency of the Union's notice and objection procedures whereby non-members of the Union can challenge service fees established by the Union. The Union shall also furnish the Employer with that information which is annually distributed to non-members or objectors.
- (5) The Union agrees to promptly notify the Employer of any future litigation where an order (of a Court, administrative agency or arbitrator) has been issued preventing the Union from implementing its policies regarding objections to political-ideological or other expenditures. In that event, the parties shall promptly meet to examine the impact of the order upon the union security provisions of this Article.
- (6) In the event that the Union fails to provide certification or information as called for in this Article above, the Employer shall have the right, upon one week's notice to the Union's Business Representative, to discontinue all involuntary deductions for representation service benefit fees contained in this Article until such time as the Union has fully complied with the provisions of this Article.

- (7) The Employer shall deduct the authorized amount from each Employee's pay and transmit the total deductions to the Financial Officer designated by the Union within fifteen (15) days following the last pay period in the month, together with a list of each Employee for whom deductions were made. The Employer shall not be required to make any dues deductions in preference to legally-required deductions, or if any Employee's pay in any pay period is not sufficient to cover such dues. The Employer assumes no responsibility for any errors in making such deductions other than to correct such errors when notified of the discrepancy. In the event of overpayment, the Union agrees to refund such monies forthwith.
- (8) An Employee who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body, or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Union membership or otherwise financially support the Union as a condition of employment. However, such Employee shall be required, in lieu of periodic dues, service fees and/or initiation fees, to make a donation equivalent to the service fee amount to a charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The charitable organization to which donation is made shall be designated by the Employee from a list of three charities designated annually by the Union. The Employee, upon request of the Union or the Employer, shall provide verification of the donation.
- (9) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the Employer in reliance upon information furnished to the Employer by the Union in the course of enforcing this Article. Further, the Union agrees to indemnify and save the Employer, the Board of Education, the individual members of the Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorneys' fees or other forms of liability as well as all Court and/or administrative agency costs that may arise out of or by reason of, action by the Employer or its agents for purposes of complying with the union security provisions of this Agreement. The Union also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.
- (10) The Union Stewards will have access to use a copy machine for distribution of union business.

ARTICLE 4

UNION REPRESENTATION

- (1) The Union shall notify the Board, in writing, of the names of all Stewards (and their alternates) and local Union Business Representatives within ten (10) days of their election or appointment and at the annual bid meeting. The Employer shall not be required to recognize or deal with any Employee as a representative of the Union other than those designated in the manner described above.
- (2) Upon request by the Union, and the presentation of proper credentials and notification to the Employer, Officers or Business Representatives of the Union shall be admitted onto the Employer's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided said visitation shall not interrupt or disrupt normal operations.
- (3) Union Stewards, Officers and Business Representatives shall represent the Employees and shall be authorized to resolve grievances and other matters on behalf of such Employees in any step of the grievance procedure provided in this Agreement. Any grievances and matters resolved with the Employer or its representatives shall be final and binding upon the Employees, the Union and the Employer.
- (4) Except with the express prior agreement of the Employer, the performance of the duties of an Employee shall not be interrupted for the purpose of conducting any Union activities whatsoever. It is understood and agreed that if at any time, and by prior mutual agreement with the Employer, such procedures are handled within the time of normal assigned duties (for which the Employee would otherwise be compensated) the Employee(s) involved shall suffer no loss of pay.
- (5) Any new Employee shall be introduced to the Chief Steward when starting work or the Steward shall be supplied the following information within the Employee's first week of employment: name, address, social security number (for internal Union use only), classification, job location and assignment/route.
- (6) During his/her term of office, the Chief Steward shall be deemed to head the seniority list (in his/her seniority classification) for the purpose of lay-off and recall only; provided he/she is qualified to do the required work. Upon termination of his/her term, he/she shall be returned to his/her regular classification seniority status.

ARTICLE 5

JURISDICTION

- (1) Supervisory Employees and non-bargaining unit Employees may properly be utilized to perform driving responsibilities when the total number of students to be transported is 16 or fewer on any single trip that does not utilize a bus. Supervisors and mechanics shall likewise be permitted to perform bargaining unit work to instruct or train Employees, to fill personnel shortages, or to make assessments of route times or efficiencies of a particular run.

- (2) Without limitation of the above, non-bargaining unit Employees (excluding substitutes) may properly be utilized to perform bus driving responsibilities for alternative education and/or special education students as a part of specialized work programs involving those students. When non-Employees use school transportation vehicles, the Employer shall be responsible to see that vehicles are cleaned and fueled. Should a regular driver be assigned to fueling and/or cleaning, they shall receive one-half hour pay.

ARTICLE 6

SENIORITY

(1) Probationary Period

A new Employee hired as a regular Bus Driver or Bus Monitor shall be in a probationary status for the first 90 work days. The probationary period for an Employee transferring from one seniority classification to another under this Agreement shall be thirty (30) work days. The probationary period for an Employee who has driven a bus or monitored, respectively, in the District for at least thirty (30) work days within the 180 school days immediately preceding his/her date of hire shall be sixty (60) work days.

There shall be no seniority for probationary Employees, and laid off, suspended, or discharged probationary Employees shall have no recourse to the terms of this Agreement. If at any time prior to the completion of the probationary period, the Employee's work performance is regarded as unsatisfactory by the Employer, the Employee may be dismissed without appeal. If the probationary Employee is an Employee who has transferred from another seniority classification under this Agreement, he/she shall be returned to his/her former seniority classification in the event the Employee's work performance is regarded as unsatisfactory by the Employer or if the Employee elects to return to his/her former seniority classification by the conclusion of the probationary period in the new classification. During the probationary period the Employer shall have the right to use a substitute in the transferred Employee's former assignment. Nothing in this provision shall prevent the Employer from discharging the Employee in conformance with Article 7 of this Agreement.

Probationary Employees who are absent on scheduled work day(s) shall work additional day(s) equal to the number of day(s) absent, and such Employees shall not have completed their probationary period until these additional day(s) have been worked.

(2) Seniority Classifications

The seniority classifications recognized under this Agreement shall be: Bus Driver and Bus Monitor. All seniority under this Agreement shall be by classification. Seniority may be exercised only in the classification in which it is accumulated.

(3) Seniority Defined

Upon satisfactory completion of the probationary period, seniority shall be credited retroactively to the date on which the Employee began his/her probationary period in the seniority classification as a member of the bargaining unit. If two (2) or more Employees have the same seniority date, the Employee having the first hire date (defined as the date and time on which an employment offer in a classification was extended and accepted), shall be deemed the most senior.

A break in employment of not more than twelve (12) calendar months by reason of lay-off shall not cause a loss of seniority, and seniority shall continue to accrue during such intervals.

Seniority shall continue to accrue for up to twenty-four (24) months in the event of illness/disability leave taken under Article 8 of this Agreement. Seniority shall be retained but shall not accrue during any other unpaid leaves (taken on or after July 1, 2000), except that seniority will accrue for up to twelve (12) months when unpaid leave is taken for family medical reasons. Seniority shall accrue during all paid leaves.

Seniority in classification shall begin to accrue as of the date of entry into that classification, except for a probationary Employee, in which case seniority shall only begin to accrue after completion of the probationary period in that classification, as specified in (2) above. Movement from one classification to another shall not terminate seniority that the Employee has previously accumulated in the other seniority classification under this Agreement, provided there has not been a break in continuous employment. Seniority shall be retained but will not continue to accrue in the Employee's former classification.

(4) Seniority Lists

The Employer shall prepare and maintain a single seniority list, copies of which shall be furnished to the Union and to each Employee by October 15. The Union or any Employee alleging an error on the seniority list prepared by the Employer shall notify the Employer within thirty (30) days after receipt of the list. If no objections are received within that time as to the accuracy of the seniority list, the Employer's list shall be regarded as conclusive.

The names (by classification) of all Employees in the bargaining unit at the time of the preparation of the seniority lists shall be listed in order of their service dates, starting with the Employee with the greatest amount of seniority at the top of each such list.

(5) Loss of Seniority

Seniority (in all pertinent classifications) shall be lost for the following reasons:

- (a) The Employee quits (including, but not limited to, situations where a settlement has been made with the Employee for separation).
- (b) The Employee retires.
- (c) The Employee is discharged (and is not reinstated through procedures set forth in this Agreement).
- (d) The Employee takes an unauthorized leave of absence, or fails to return from an authorized leave of absence on the agreed upon date.
- (e) The Employee is absent for three (3) consecutive work days without notifying the Employer, in which case the Employee shall be considered a voluntary quit.
- (f) The Employee gives a false reason in requesting a leave of absence.

- (g) The Employee is laid off and has not worked for the Employer for a continuous period exceeding twelve (12) months. For purposes of this provision, return to work for a period of less than fifteen (15) work days does not interrupt the layoff interval.
- (h) The Employee is on medical leave and has not worked for the Employer for a continuous period exceeding twelve (12) months. A medical leave may be extended, at the discretion of the Board, for up to an additional twelve (12) months per request. Appropriate medical documentation shall be provided to the Employer. Notification shall be given to the union.
- (i) The Employee falsified information on his/her application for employment.
- (j) The Employee fails to submit a timely bid under Article 12 of this Agreement, unless on approved leave.
- (k) The Employee fails to return to work within five (5) working days after issuance of a notice of recall to the last known address of the Employee as shown on the Employer's records. It shall be the responsibility of the Employee to provide the Employer with a current address.

The enumeration of the above conditions for automatic loss of seniority (and separation from employment) shall not be regarded or construed as limiting the Employer's right to discipline, the exercise of such right being subject to any express restrictions negotiated as part of this Agreement.

- (6) Seniority which was accumulated as of the date an Employee is assigned a supervisory position shall be retained for an Employee who accepts a supervisory position dealing with classifications covered by this Agreement. The Employee shall have the right to exercise this seniority and return to the bargaining unit in the event he/she vacates said supervisory position.

(7) Obtaining Other Employment While On Leave

Any Employee who obtains new employment outside the Chelsea School District while on unpaid or paid leave of absence shall automatically terminate their employment from the district effective on the date the leave of absence started.

(8) Military Leave

An Employee on military leave for service in the armed forces of the United States shall be reinstated upon completion of such service in accordance with the applicable laws.

- (9) The parties agree that the seniority dates mutually recognized and accepted by the Employer and the Chelsea Transportation Association (for those persons in the Bus Driver seniority

classification) as of the MERC Certification date (June 20, 1994) are the seniority dates which were recognized for purposes of implementing this Article as part of the initial collective bargaining agreement and shall be continued to be recognized for purposes of the development and maintenance of seniority lists under this Agreement.

ARTICLE 7

DISCIPLINARY ACTION AND DISCHARGE

- (1) No seniority Employee (i.e., an Employee who has completed his/her probationary period under this Agreement) shall be disciplined or discharged without just cause. The just cause standard is inapplicable to probationary Employees, as defined in Article 6 (1) of this Agreement.
- (2) Any Employee who fails to maintain proper standards of conduct or to discharge his/her responsibilities shall be subject to such disciplinary action as the Employer shall determine, consistent with the provisions of this Agreement.
- (3) Upon request, an Employee shall be entitled to have Union representation present at any meeting for discipline and/or discharge. In no event shall the Employer be restricted from taking such protective action as the Employer may determine to be necessary to secure the rights of students and others pending the holding of the meeting.
- (4) Should discharge take place, the Employer shall provide written notice to the discharged seniority Employee and the Chief Steward of such discharge and the reason therefore.
- (5) Should a seniority Employee believe he/she has been unjustly discharged or disciplined, he/she may submit a grievance directly at Step 2 of the Grievance Procedure. Appeal to Step 4 (Arbitration) in disciplinary matters involving seniority Employees is limited to discharge and discipline involving loss of pay.

ARTICLE 8

UNPAID LEAVES OF ABSENCE

(1) Illness and Disability Leave:

- (a) Leaves of absence for periods not to exceed twelve (12) months shall be granted without pay for any of the following reasons:
 - (1) Personal Illness/Disability - An Employee shall be entitled personal illness /disability leave upon written statement from a physician. During the time of the leave, the Employee may utilize (or the Employer may require utilization of) sick leave benefits to the extent accrued. Upon return from leave, the Employee shall be returned to his/her position held at the time of the commencement of leave or to a position that seniority and qualifications entitled him/her.
 - (b) Employees accessing leave under this section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence. If the Employee must begin medical treatment sooner, notice shall be given by the Employee as promptly as is practicable under the circumstances.
 - (c) The Employer has the right to receive medical certification from the Employee's health care provider regarding the necessity for personal illness/disability leave taken under this section. The Employee will facilitate and cooperate in the furnishing of such information, which shall include:
 - (1) The date the illness or disability commenced and the health care provider's best medical judgment concerning the probable duration of the condition.
 - (2) Diagnosis of the illness or disability.
 - (3) A brief statement of the regimen of treatment prescribed for the condition by the health care provider.
 - (4) Either a statement that the Employee is unable to perform work of any kind, or a statement that the Employee is unable to perform the essential functions of the Employee's position, with or without reasonable accommodation.
 - (d) The Employer has the right to require that a second medical opinion (at Employer expense) be obtained. If that opinion differs from that of the Employee's health provider, the Employee and Employer (in consultation with the Union) shall, within a 30-day period, mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Employer, the Employee and the Union. The cost of this examination shall be paid by the Employer.

- (e) The Employer shall have the right to require recertification during the leave period and medical certification of the Employee's fitness to return to duty at the expiration of the leave period.
- (f) An extension may be granted upon request of the Employee to extend the leave to total maximum time not to exceed twenty-four (24) months, provided the need for the extension is certified by a physician.
- (g) An Employee may be placed on involuntary disability leave status for up to three (3) months for any of the following reasons:
 - (1) Where there is adequate objective (including medical, psychiatric and/or psychological diagnosis) evidence that the Employee cannot perform the essential functions of his/her assignment, with or without reasonable accommodation.
 - (2) Where there is adequate objective (including medical, psychiatric and/or psychological diagnosis) evidence that the Employee cannot perform his/her position responsibilities without posing a current and direct risk to the health and safety of the Employee and/or others with whom the Employee comes into contact during the course and scope of performing job duties. If a direct risk is found to exist, consideration shall be given to whether or not the risk(s) can be eliminated or reduced to an acceptable level through utilization of reasonable job accommodations.
 - (3) Where there is adequate objective (including medical, psychiatric and/or psychological diagnosis) evidence that the Employee does not meet general safety-based qualification standards.

Prior to any placement on involuntary leave the Employer shall give written notice to the Employee that such action is under consideration and the reasons for such consideration.

Upon request of the Employee, a hearing shall take place before the Superintendent (or other designee of the Employer) prior to placement on involuntary leave. During the pendency of this hearing the Employer shall have the right to place the Employee on an interim paid leave status, pending a final administrative decision as to the necessity for an involuntary leave.

(2) General Leave:

- (a) A general leave of absence, for a period not to exceed six (6) months, may be granted at the sole discretion of the Employer. Denial of this leave is appealable to the immediate supervisor of the Employer representative making the decision. Employees requesting this leave must make the request, in writing, at least fifteen (15) working days prior to the proposed beginning date of the leave. Shorter notice will be acceptable in case of a documented family medical emergency.

- (b) Members working the regular school year shall be eligible for five (5) unpaid days off during the school year. Members working year-round shall be eligible for ten (10) unpaid days off during the year. The above days shall be granted based on available coverage. This shall be on a first come first serve basis.

(3) Leave Administration

- (a) Any leave rights or benefits under this Article shall not be available to probationary Employees, as defined in Article 6 of this Agreement. In extenuating circumstances (e.g. bereavement, jury duty, serious personal illness) the Employer may grant probationary Employee unpaid leave time.
- (b) Time absent on unpaid leave shall not be regarded as time worked for any purpose under this Agreement, with the exception of seniority rights to the extent provided in Article 6 and as is referenced in subparagraph (d), below.
- (c) Upon the termination of an unpaid leave under this Article the Employee shall be returned to the job (if still in existence) held prior to the commencement of leave unless the leave extends beyond the authorized leave period and the position from which leave was taken has accordingly been declared vacant. All Employees returning to work when the job held prior to commencement of leave is no longer available shall, in that event, first displace any substitute who is on a regular schedule of runs. If there are no substitutes to displace, the Employee returning from leave shall displace the least senior Employee.
- (d) Employees on unpaid leave shall retain and/or accrue seniority during those intervals in accordance with the provisions of Article 6 of this Agreement. Employees shall not accrue sick leave or personal leave entitlement while on unpaid leaves of absence.
- (e) To the extent required by the Family and Medical Leave Act, an eligible Employee shall be granted leave and the other rights specified by that law. All such leaves shall run concurrently with paid or unpaid leaves taken for the same purposes under this Agreement. When leave is taken by an Employee under the Family and Medical Leave Act, the Employer shall likewise enjoy all rights afforded it by that law, whether or not the same are specifically enumerated in this Agreement.

The parties intend that the provisions of the Family and Medical Leave Act, including Employer and eligible Employee rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency. This provision does not confer upon Employees or the Employer greater or fewer rights or benefits than those for which they are otherwise eligible under the Family and Medical Leave Act.

A copy of the U.S. Department of Labor FMLA notice will be posted in the bus garage.

ARTICLE 9

GRIEVANCE PROCEDURE

(1) DEFINITIONS:

- (a) A “grievance” shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.

Grievances must include the following:

1. The name and signature of the Employee(s) filing the grievance;
2. The specific facts upon which the grievance is based;
3. The applicable portion(s) of this Agreement allegedly violated;
4. The specific relief requested; and
5. The date the grievance occurred and the date the grievance is filed.

- (b) For the purpose of processing grievances, “days” shall be defined as Monday through Friday, excluding all paid holidays, Christmas break and spring break.

- (1) Time limits in the Grievance Procedure may be extended only upon mutual written agreement of the parties. Any grievance not answered within the time limits by the Employer or its representatives shall be automatically advanced to the next Step. In this circumstance a grievance shall not be automatically advanced to Arbitration. If the Employer fails to issue an answer at Step Three, the Union shall have twenty(20) days (after the due date of the Step Three reply) to advance the grievance to Arbitration.

Any grievance not pursued or appealed by the Union or Employee within the time limits hereinafter specified shall be deemed settled on the basis of the Employer’s last response and any further proceedings shall automatically terminate.

- (2) The Employer and the Union may mutually agree, in writing, to bypass Step Two or Step Three of this Grievance Procedure with regard to a particular grievance. In that event, the written agreement shall contain a specific timeline for appeal by the Union to the next remaining Step of this Procedure.

(3) STEP ONE: TRANSPORTATION SUPERVISOR

(a) Informal Adjustment

Prior to filing a written grievance, the Employee shall meet with the Transportation Supervisor for the purpose of attempting to adjust such alleged disagreement without further proceedings. The request for the meeting must be made within five (5) days from the time of the event or omission which is the basis of the grievance. At the Employee's or Transportation Supervisor's request, the Steward may participate in this meeting.

(b) Written Complaint and Reply

If the Employee's complaint is not satisfactorily resolved at the informal conference, the Employee has five (5) days thereafter within which to file a written grievance with the Transportation Supervisor. The Employee and the Chief Steward shall sign the grievance. The Transportation Supervisor shall file a written reply to the grievance within five (5) days of its written filing and receipt. A copy of the Transportation Supervisor's reply will be given to the grievant and the Chief Steward and will be mailed to the Business Representative. The date on which the Supervisor's reply is mailed or faxed (as evidenced by postmark, proof of service, fax receipt or similar evidence) to the Union Business Representative shall be considered the date of the Union's receipt of that reply.

(4) STEP TWO: EXECUTIVE DIRECTOR OF BUSINESS AND OPERATIONS

(a) Any appeal of a decision rendered by the Transportation Supervisor shall be presented in writing to the Executive Director of Business and Operations within ten (10) days from the date of the Union Business Representative's receipt (as defined above) of the decision rendered by the Transportation Supervisor. The appeal shall be initiated by the Business Representative and shall state the reason or reasons why the decision of the Transportation Supervisor was not satisfactory.

(b) The Union Business Representative, Chief Steward and grievant(s) shall meet with Executive Director of Business and Operations to discuss the grievance within ten (10) days of its written submission to the Executive Director of Business and Operations.

(c) The Executive Director of Business and Operations shall give his/her decision in writing relative to the grievance within ten (10) days from the date of the above meeting. A copy of the reply will be given to the Grievant and the Chief Steward and will be mailed to the Business Representative.

(5) STEP THREE: SUPERINTENDENT

- (a) Any appeal of a decision rendered by the Executive Director of Business and Operations shall be presented by the Union Business Representative in writing to the Superintendent of Schools (or his/her designee) within ten (10) days from the date of the Union's receipt of the decision rendered by the Executive Director of Business and Operations. The date on which the Executive Director of Business and Operations' reply is mailed or faxed (as evidenced by postmark, proof of service, fax receipt or similar evidence) to the Union Business Representative shall be considered as the date of the Union's receipt of that reply. The appeal shall be initiated by the Business Representative and shall state the reason or reasons why the decision of the Executive Director of Business and Operations was not satisfactory.
- (b) The Superintendent of Schools, or his/her designee, shall then meet with a Business Representative of the Union, the grievant (and a Steward, at the option of the Union) within ten (10) days from the date of submission of the appeal of the grievance to the Superintendent of Schools.
- (c) The Superintendent of Schools or his/her designee shall give his/her decision in writing relative to the grievance within five (5) days of the date of his/her meeting with the Business Representative of the Union. A copy of the reply will be given to the Grievant and the Chief Steward and will be mailed to the Business Representative.

(6) STEP FOUR: ARBITRATION

Only the Union shall have the right to process or appeal a grievance to Arbitration.

- (a) If the Union is not satisfied with the disposition of the grievance at Step Three, it may, within ten (10) days after receipt of the decision of the Superintendent, appeal the matter to arbitration, in writing, and request the appointment of an arbitrator to hear the grievance. The Union and Employer shall attempt to jointly agree to the appointment of an Arbitrator to decide the dispute. If no agreement upon the appointment of an Arbitrator is reached within twenty (20) days of the Union's receipt of the Superintendent's disposition, the Union shall have the right to refer the matter to the Federal Mediation and Conciliation Services, in writing, not later than thirty (30) days after receipt of the Superintendent's disposition. The appeal shall request that the roster contain only arbitrators located within 200 miles of the District.
- (b) Neither party may raise a new defense or ground during the arbitration proceeding which was not disclosed by Step Three.
- (c) The powers of the Arbitrator are subject to the following limitations:

- (1) He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. His/her power shall be limited to determining the rights of the parties under this Agreement.
- (2) He/she shall have no power to establish wage scales or to change any negotiated wage rate.
- (3) He/she shall have no power to rule upon the termination of services of or failure to re-employ any probationary Employee.
- (4) He/she shall have no power to change any practice, policy, or rule of the Employer, except as those have been conditioned by the terms of this Agreement.
- (5) He/she shall have no power to interpret state or federal law or to decide any grievance raising a claim for which there is a remedial procedure established under State or Federal law or regulation.
- (6) He/she shall not hear any specific grievance which was previously dismissed or withdrawn from the Grievance Procedure.

More than one grievance may not be considered by the Arbitrator at the same time except upon the express written mutual consent of the parties and then only if the grievances are of a similar nature. The cost of the Arbitrator shall be borne by the losing party, as determined by the Arbitrator.

- (d) If either party disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the issue of arbitrability. By stipulation of the parties, the Arbitrator shall have the authority to concurrently hear both the jurisdictional issues and the merits of the dispute in the same proceeding. Should the Arbitrator determine that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits. Submission of jurisdictional issues to the Arbitrator shall not be regarded as a waiver by either party of its right to institute civil litigation contesting either the authority of the Arbitrator or any award allegedly rendered in excess of such authority.
- (e) The Opinion and Award of the Arbitrator shall be final, binding and conclusive upon the Union, Employer and Employees. Any litigation to vacate or enforce the Arbitrator's award must be initiated within six (6) months of issuance of the Opinion and Award.

(7) GENERAL PROCEDURES

- (a) The Employer shall not be required to pay back wages more than thirty (30) days prior to the date a written grievance is filed.
 - (1) All claims for back wages shall be limited to the amount of wages that the Employee would otherwise have earned or could have reasonably earned less any compensation that he/she may have received from any source during the period of back pay.
 - (2) No decision in any one case shall require a retroactive wage adjustment in any other case.
- (b) All preparation, filing, presentation or consideration of grievance shall be held at times other than when an Employee or participating Union Steward is to be at his/her assigned duty station, except as otherwise mutually agreed to the contrary between the Employer and Union.
- (c) Notwithstanding the expiration of this Agreement, any grievance arising and filed during the term of this Agreement (as defined in Article 21 - Term of Agreement) may be processed through the Grievance Procedure until resolution. It is understood by the parties that no grievance shall be filed or based upon any prior or previous Agreement or upon an alleged circumstance occurring prior to the effective date of this Agreement. Further, grievances filed after the expiration of this Agreement shall not be processed beyond the Step Three under these procedures unless otherwise specifically agreed in writing by both the Employer and Union.

ARTICLE 10

DEFINITIONS

(1) Definitions

- (a) A “run” is, as established by the Employer, to transport students from residence to academic program or academic program to residence or from academic program to academic program that does not meet the definition of a shuttle.
- (b) A “route” is two runs for Employee, as established by the Employer.
- (c) A “shuttle” means an assignment involving transportation of pupils between school buildings or to educational programs or services within the Chelsea School District boundaries in which transportation takes place immediately before or after a regular run or route. Shuttles shall not include trips or runs that have historically been scheduled as such.
- (d) A “trip” means any school related or extracurricular activity involving transportation which is not otherwise defined as a run, route, or shuttle.
- (e) A “Bus Driver” means a qualified Employee in the Bus Driver seniority classification who is assigned to one or more regularly-scheduled runs, routes, or shuttles.
- (f) A “Bus Monitor” means an Employee in the Bus Monitor seniority classification who is assigned to one or more regularly-scheduled runs, routes, or shuttles.
- (g) “Sitting time” means the time the Employee is not transporting students on a trip; rather, they are waiting as the students are participating in a school related or extracurricular activity.

ARTICLE 11

WORKING CONDITIONS

(1) Compensated Time

- (a) A minimum of 1 ¾ hours per regular run will be paid to Bus Drivers and shall be inclusive of driving time (including transfers) as well as for driver responsibility for following up on student discipline matters, consulting with supervisors, parental contacts, gassing, cleaning the bus interior, pre-trip and post-trip checks, and warming up.

If the actual work time on a regular run exceeds 1 ¾ hours, the Bus Driver will be compensated for the excess time.

Bus Monitors receive hourly pay to reflect the time they work. Bus Monitors receive 1 ½ hours per regular run. If, however, a Bus Monitor performs additional paperwork documenting student behaviors, the Bus Monitor will be compensated for the excess time approved in advance by the Employer.

- (b) Regular rate (for time worked beyond the 1 ¾ hours specified in 1(a) above) will be paid for: mandatory group meetings called by the Employer; continuing courses in school bus safety; CPR and First Aid training; to take the required on-road skills test (as required by the state); for parental or student discipline meetings called by the Employer; for parental contacts or meetings approved in advance by the Employer; or for time spent for drug/alcohol testing in order to comply with random, reasonable suspicion, post-accident, or follow-up tests.
- (c) Employees shall be compensated at their regular rate for delays attributable to adverse weather conditions, mechanical problems, or other emergency where actual work time (inclusive of the delay) exceeds 1 ¾ hours.
- (d) Shuttle runs shall be compensated at the regular rate for thirty (30) minutes or actual time worked, whichever is greater. No other compensation will be paid for shuttle runs.
- (e) When Bus Drivers wash buses, pursuant to authorization or direction of the Transportation Supervisor, they will be compensated at their regular rate.
- (f) Bus Drivers designated by the Employer, and who have completed the “Train the Trainer” program, will be paid \$1.00 per hour above their regular rate for all sessions where they serve as the trainer.
- (g) When the Employer assigns the Employee to work in a different classification, the Employee shall receive the higher rate of pay.

- (h) If an Employee is being paid by the District (on the clock) and is not performing assigned duties, the Employee may be assigned duties, inclusive of transporting students from various sites within the Chelsea School District boundaries without limitation.

(2) Overtime

- (a) Employees shall be compensated at the rate of one and one-half (1-1/2) times their regular rate for all hours worked in excess of forty (40) hours in the same work week. Paid absences or other paid or unpaid leaves under this Agreement shall not be considered as time worked for the purpose of overtime computation or eligibility.
- (b) The Employer shall have the right to limit the combination of runs, routes, shuttles and trips for an Employee so as not to exceed forty-five (45) hours in one week. The Employer shall have discretion to make exceptions to these standards where necessary to meet the operating requirements of the District.

(3) Inclement Weather

- (a) Compensation for Employees scheduled for work on student instructional days and who are excused from reporting to work by the Employer for reason of inclement weather, fires, epidemics, mechanical breakdowns, or health conditions, shall be as follows:
 - (1) If an Employee has a run that requires a pre-trip that begins at or before 6:00 AM, he/she will be entitled to (1 ½ for monitors or 1 ¾ for drivers) hours of pay on inclement weather days, if he/she is not notified of the cancellation by the Employer at or before 5:15 AM. No makeup work is required.
 - (2) If a cancelled day is later rescheduled and transportation services are provided on the rescheduled day, the Employee shall receive his/her regular driving rate for the time worked on the rescheduled day.
 - (3) For purposes of this provision, “regular rate of pay” means the pay that the Employee would have earned on his/her regular run/route on the student instruction day that is cancelled.

(4) Absence of Special Education Student

- (a) When a student assigned to a special education route is absent, but has not withdrawn from enrollment, the Employees assigned to transport that student shall not have his/her time reduced for the first three (3) consecutive days of that student’s absence.
- (b) An Employee affected by the above paragraph shall be responsible for remaining on duty for all time for which he/she is compensated. The Transportation Supervisor shall, in consultation with the Employee, determine the duties to be performed during paid time.

ARTICLE 12

BIDDING ,VACANCIES AND TRIPS

(1) Bidding of Runs

- (a) The initial bid meeting for the current school year will take place on the first staff day of the school year. The runs/routes/shuttles established by the Employer will be posted no later than the second Wednesday of August.
- (b) In order to qualify to bid on runs/routes/shuttles, Employees must notify Employer, in writing, of their intent to return no later than August 1.
- (g) An Employee, who is unable to be present at the initial bid meeting of the school year, shall give the Union Steward a written directive designating another Employee as his/her bidding agent for job bidding purposes at this initial meeting. Employees not present at the meeting will be notified of awarded runs/routes/shuttles no later than the day prior to the first student day of the school year.
- (h) In the event a senior (non-probationary) Employee is denied a bid or is removed from a run/route/shuttle due to disciplinary reasons or lack of qualifications, he/she shall be advised as soon as reasonably possible (given the individual circumstances) by written notice of the Employer's rationale for that determination and shall retain the right to grieve such determination.
- (i) Bidding will be governed by classification seniority and qualifications. Runs/routes/shuttles will be selected on a seniority basis, with the most senior Employee who is qualified bidding first, etc.

(2) Vacancies and Temporary Vacancies

(a) Vacant Run/Route/Shuttle Definitions

- 1. A newly-created run/route/shuttle or an opening in a regular run/route/shuttle, which occurs due to the death, retirement, resignation, or other permanent separation of the Employee assigned to the run/route/shuttle and which opening is not filled at the annual bid meeting, shall be considered a vacant route.
- 2. If an Employee is on an unpaid leave for twelve (12) or more consecutive months, his/her run/route/shuttle shall be considered vacant.
- 3. When the actual time for a run increases by 60 minutes or more per day after the most recent date on which that run was last bid, it shall be considered a vacant run.

4. When time for a run decreases by 60 minutes or more per day after the most recent date on which that run was last bid, it shall be considered a vacant run, and the Employee(s) assigned to it shall have rights to bid on those runs that would return them to the earnings of the assignment as originally bid.

- (b) Filling of Permanent Vacancies: When a permanent vacancy occurs after the annual bidding process, it shall be posted, bid, and awarded within ten (10) scheduled instructional days of the vacancy. The vacancy shall be filled on the basis of classification, seniority, and qualifications.

When the awarding of a permanent vacancy results in subsequent vacancies, all subsequent vacancies shall be posted, bid, and awarded at a meeting of Employees, within two (2) days of initial filling. All vacancies resulting from this process shall be posted, bid and awarded at the same meeting. All vacancies shall be filled on the basis of classification, seniority, and qualifications.

At any point, new personnel may be hired by the Employer as Employees and assigned to any routes that were not filled at the most recent bid meeting because of an insufficient number of Employees available at the bid time.

- (c) A Temporary Vacancy in a run/route/shuttle shall exist when the Employee regularly assigned to that route has been absent for more than four (4) consecutive work days and has not returned to work. If the regularly-assigned Employee is absent for twelve (12) months, through leave taken under this Agreement, the temporary vacancy will become a vacancy under the definition above.
- (d) Filling of Temporary Vacancies: Employees interested in filling temporary vacancies shall sign the temporary vacancy list, noting the run/route/shuttle(s) for which they would like to be considered. When a temporary vacancy occurs in a route/run/shuttle the most senior qualified Employee, whose name is on the temporary vacancy list shall be offered an opportunity to take the route/run/shuttle. The position of the Employee taking the route, which is temporarily vacant, shall be offered to the next senior qualified Employee whose name is on the temporary vacancy list. The position held by this second Employee shall be filled by a substitute for the duration of the temporary vacancy.

(3) Trips

- (a) All trips shall be posted for Employees to bid on. The approximate trip time will be listed on the trip posting. Newly-hired Employees shall be charged the average number of hours for trip bidding purposes until the following semester. First semester trip hours accumulation will start on Route Bid Assignment Day. Total trip hours accumulation will start over (return to zero balance) on the first day of the second semester as defined by the school calendar. Any trip hours accumulated in a semester, but assigned using the previous semester total accumulated hours, will not be added to the current semester total accumulation. Seniority will be used to assign

all trips on the first day of each semester. On all following assignment days the Employee with the least amount of accumulated trip hours will be awarded the trip. If two Employees have the same amount of accumulated trips hours for the same trip, seniority will be used to assign the trip. Note – Summer, as defined by the school calendar, is not part of either semester. When an Employee is denied a trip due to the application of Section (3) of this Article pertaining to overtime, the Employer will offer the trip to the next Employee, according to total trip hours accumulation and who has bid on that trip.

- (b) Trips will be assigned Thursday for the upcoming week. A week shall be defined as Sunday through Saturday.
- (c) A schedule shall be posted inclusive of all runs, routes, shuttles, and trips on Friday for the upcoming week. The posted schedule shall include: bus number, approximate time, date, Employee's name and location of event. This schedule is subject to change.
- (d) Late posted trips – any trips scheduled after the weekly Thursday posting and assignment – will be posted as soon as possible. Efforts will be made to notify Employees of the late trip posting and deadline for indicating interest in the late trip posting. Late posted trips will be assigned in the same manner as if they had been assigned for the week on the Thursday posting assignment date. Employees with cancelled trips after the regular Thursday assignment will be allowed to sign up for the late posted trip that week.
- (e) When a trip is canceled late for any reason and time allows, a driver will switch back to their regularly scheduled bid run. If time does not allow the driver to return to their regularly scheduled bid run, the driver will be paid 1¼ hours regular rate.

ARTICLE 13

EMPLOYMENT QUALIFICATIONS

- (1) Employees must at all times adhere to the qualification standards set forth in this Article.
 - (a) “Qualified,” for purposes of employment in the Bus Driver seniority classification, means an Employee who meets all of the following criteria at the time of assignment:
 - (1) Satisfies all standards for the operation of a school bus, pupil transportation vehicle and/or school transportation vehicle, as may be assigned.
 - (2) Satisfies all pertinent statutory and regulatory standards for the work assigned including, but not limited to, a valid chauffeur’s license, the appropriate CDL/group vehicle designation, and a passenger vehicle endorsement.
 - (3) Has successfully completed initial and continuing courses in school bus safety education as well as any required on-road skills tests.
 - (4) Satisfies the physical and mental requirements associated with safe and proper performance of assigned duties, including satisfaction of all standards contained in Regulations issued to implement the Omnibus Transportation Employee Testing Act of 1991.
 - (5) Has not been convicted of any offense specified in Sec. 53(4) of the Pupil Transportation Act or any other offense indicative of unfitness to provide services to students.
 - (6) Has demonstrated capacity to safely and successfully provide service to the students assigned to a particular run, including consideration of documented job performance (according to an established evaluation system), driving records, job experience and disciplinary history).
 - (7) Has not been cancelled or qualified in coverage on the Employer’s standard fleet insurance policy.
 - (b) “Qualified,” for purposes of employment in the Bus Monitor seniority classification, means an Employee who meets all of the following criteria at the time of assignment:
 - (1) Has attained a high school diploma or the equivalent.
 - (2) Has satisfied all pertinent statutory and regulatory standards for the work assigned.
 - (3) Satisfies the physical and mental requirements associated with safe and proper performance of assigned duties.

- (4) Has not been convicted of any offense specified in Section 53(4) of the Pupil Transportation Act or any other offense indicative of unfitness to provide services to students.
- (5) Has demonstrated capacity to safely and successfully provide service to the students assigned to a particular run, including consideration of documented job performance (according to an established evaluation system), job experience and disciplinary history.

(2) All Bus Drivers must successfully pass physical examinations as required by state or federal laws (including all standards contained in the Regulations issued to implement the Omnibus Transportation Employee Testing Act of 1991). Physical examinations shall be given by a school-designated physician and the cost of the examination shall be paid by the Employer.

(3) Bus Drivers must satisfy all licensing, certification and training requirements imposed by federal and state laws and the Employer. The Employer shall pay the cost of the Chauffeur's license, appropriate vehicle group designation and appropriate vehicle endorsement required for performance of assigned duties. If a Bus Driver is separated from employment (other than by retirement) within the lifetime of the license, vehicle group designation or vehicle endorsement, the Bus Driver shall have deducted from his/her final check, a proportionate share of the cost of the license, group designation and/or endorsement based upon the number of years remaining on said license, group designation or endorsement.

Example: The cost of a license is \$100 for a period of four years. The Bus Driver quits two years after the license is issued. The Bus Driver will have \$50 deducted from his/her final check.

ARTICLE 14

PAID LEAVES

(1) Sick Leave

- (a) Employees will accumulate at the rate of one (1) sick day per month worked (September through May) to a maximum of nine (9) days per fiscal year (July 1 - June 30). An Employee must be at work on at least half of the scheduled work days during a month in order to receive sick leave credit or accumulation for that month.
- (b) Unused sick leave shall be accumulative to a maximum of one hundred twenty (120) days.
- (c) Employees may utilize sick leave for the following reasons:
 - (1) Any physical or mental condition which disables an Employee from rendering services; but excluding any condition compensable by Workers' Compensation or resulting from other employment. Sick leave may be used for a disability resulting from pregnancy.
 - (2) Any communicable disease which would be hazardous to the health of students, Employees, or other persons using the facilities or services of the Employer.
 - (3) Emergency medical, dental, or health care which cannot reasonably be deferred and which cannot be scheduled outside of the Employee's scheduled work time.
 - (4) Up to five (5) days per school year for the care of a spouse, parent or child with a serious health condition. Upon good cause, the Transportation Supervisor may allow up to an additional five (5) days for this purpose.
- (d) In order to be eligible for payment of sick leave, an Employee must notify the Transportation Supervisor of absence as soon as practicable but not later than 5:45 AM for regularly scheduled morning runs and at least one hour prior to the start of any other run. Contact shall be made to a phone number(s) provided by the Transportation Supervisor to Employees. Within twenty-four (24) hours of return to work, the Employee shall complete and sign the form provided by the Employer for recording the use of sick leave.
- (e) The Employer may require that any Employee applying for use of sick leave for any particular day(s) or absence procure a doctor's certification of illness or disability for the day(s) absent where the Employer has reasonable cause to suspect misuse or abuse of sick leave. When applying this provision Employees shall be given advance notice by the Employer. Failure to obtain such certification shall constitute a sufficient basis for denial of use of sick leave and/or for disciplinary action.

- (f) The Employer may require any Employee to submit to a physical or mental examination by an appropriate practitioner selected by the Employer for purposes of: verifying an Employee's eligibility for leave under any provision of this Agreement; to evaluate fitness for duty where the Employer has reasonably founded concerns related to job performance or safety; to comply with state and/or federal statutes requiring periodic examinations; or to assess an Employee's fitness for return to duty. The Employer shall pay the cost of any physical or mental examination required under this section.
- (g) If it is necessary for a Employee to be absent from duty due to illness or injury compensable under the Michigan Workers' Disability Compensation Act, he/she shall have the option to receive the difference between his/her regular daily compensation and the amount received as workers' compensation benefits, deductible from the Employee's accumulated sick leave. (For example: if workers' compensation pays 60% of the gross pay amount, sick leave will pay only 40% and the Employee's sick leave accumulation shall be charged .4 of a day for each day so used.) Employees wishing to exercise this option must make a written election to do so and must have sufficient accumulated sick leave.

(2) Personal Days

- (a) Each year two (2) days shall be granted as personal days. Probationary Employees are not eligible for personal days. The use of personal days is subject to the following limitations:
 - (1) Application to take a personal day shall be filed, in writing, with the Transportation Supervisor at least 72 hours in advance, except in cases of emergency when short notice may be acceptable.
 - (2) No more than two (2) members of a work unit may take personal days on the same date, except in extenuating circumstances, as approved by the Transportation Supervisor.
 - (3) Personal days shall not be taken immediately before or after a school holiday, vacation, recess period, or other school break.
- (b) Employees, who qualify for personal days, shall be eligible to request either of the following for their unused personal days:
 - (1) Add unused day(s) to sick leave accumulation, subject to the limitation in Section (1) of this Article; or
 - (2) Receive their current rate of pay for the unused day(s) added to the last paycheck of the school year, if written request is received by the District business office by June 1.

- (3) Failure to notify the District business office within the timeline will result in unused day(s) being automatically added to the Employee's sick leave accumulation.

(3) Bereavement Leave

- (a) A maximum of three (3) consecutive days of leave per occurrence shall be granted for a death in the Employee's immediate family (defined as: spouse, parent, step-parent, parent-in-law, son-in-law, daughter-in-law, grandparent, child, stepchild, grandchild, or sibling). One (1) day of leave per occurrence shall be granted for a death of an Employee's brother-in-law, sister-in-law, grandparent-in-law, or step-grandchild. Extensions of time of up to two (2) additional days may be requested of the Employer, with such time to be deducted from sick leave or taken as unpaid days, if sick leave has been exhausted.

(4) Jury Duty or Court Appearance Leave

- (a) An Employee who is summoned and reports for jury duty shall be paid by the Employer an amount equal to the difference between the amount of wages the Employee otherwise would have earned by working for the Employer on that day (excluding any extra trips) and the daily jury fee paid by the Court (not including travel allowances or reimbursements of expense), for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work.

This payment provision shall also apply when the Employee is subpoenaed as a witness in judicial or administrative hearing, so long as the Employee and/or the Union are not adverse parties to the Employer in that judicial or administrative proceeding.

Employees shall be paid the regular rate when subpoenaed for any court appearance regarding their route or something that happened on their route connected with performance of job responsibilities. A school representative will accompany the driver to the court appearance.

- (b) In order to receive payment, an Employee must give the Employer prior notice that he has been summoned for jury duty or subpoenaed as a witness, and must furnish satisfactory evidence that he reported for or performed such acts on the days for which he claims payment.

- (5) Time absent on paid leave shall not be regarded as time worked for any purpose under this Agreement with the exception of eligibility for fringe benefit programs as specified in Article 18. However, seniority shall continue to accrue during paid leave taken under this Article.

ARTICLE 15

LAYOFF AND RECALL

- (a) “Layoff” shall be defined as a determination by the Employer to effectuate a reduction in the work force, which reduction is implemented either by discontinuing the employment of a designated number of individual Employees and/or through a reduction in the hours assigned to positions within the bargaining unit. The Employer reserves the right to select the routes and/or assignments to be reduced. Employees shall receive ten (10) work days notice of layoff, except in case of emergency.
- (b) Seniority shall be applicable as a factor along with certification and qualifications in layoffs and recalls.
 - (1) “Seniority” shall be as defined in Article 6 of this Agreement.
 - (2) “Certification” shall be defined as possession of a valid license, vehicle group designation and endorsement appropriate for the assignment.
 - (3) “Qualification” shall include those criteria identified in Section (1) of Article 13.
- (c) When the Employer determines to institute a layoff, Employees shall be reduced by classification in order of least seniority, provided that there are remaining Employees within the same seniority classification who possess the certification and qualifications required to perform the assignments vacated by the laid off Employee(s). This may necessitate the rebidding of remaining runs.
- (d) The Employer shall recall Employees from layoff according to classification seniority, provided that the recalled Employee is certified and qualified (at the time of recall) to perform the available work. The obligation of the Employer to recall a laid off Employee shall terminate twelve (12) months following layoff.
- (e) Notices of recall shall be sent by certified mail, return receipt requested, to the Employee’s last known address as shown on the Employer’s records. It shall be the Employee’s responsibility to keep the Employer notified of his/her current mailing address. A recalled Employee shall be given ten (10) work days from award of a route to report to work. The Employer may fill the open position on a temporary basis until the recalled Employee is scheduled to report for work. An Employee who declines recall to perform work in their seniority classification for which he/she is certified and qualified to perform under this Agreement shall forfeit his/her seniority rights under this Agreement and shall have no contractual entitlement to recall or re-employment.
- (f) An Employee who is not laid-off by the Employer and who is paid unemployment compensation benefits during the summer months chargeable to the Employer and who is subsequently employed in the bargaining unit in the ensuing school year (for a full

school year of student attendance days) shall have his/her compensation for that school year adjusted such that his/her unemployment compensation benefits received plus adjusted compensation will be equal to the total compensation he/she would have earned for the ensuing school year had he/she not received unemployment compensation benefits during the summer months.

ARTICLE 16

HOLIDAYS

- (1) The following shall be considered as holidays for the purposes of this Agreement:
 - (a) New Year's Day
 - (b) President's Day
 - (c) Memorial Day
 - (d) Fourth of July (for those Employees working regular summer assignments).
 - (e) Labor Day (when the student school year begins prior to Labor Day)
 - (f) Thanksgiving Day and Day after Thanksgiving
 - (g) Christmas Day
- (2) To be eligible for holiday pay, an Employee must:
 - (a) Have seniority under Article 6 of this Agreement on the date the holiday occurs.
 - (b) Have worked in full the Employer's regularly-scheduled work day immediately prior to and the Employer's regularly-scheduled work day immediately subsequent to the holiday, unless either or both of the above requirements are waived in the discretion of the Employer or unless the Employee is ill, as verified by a physician's statement.
 - (c) Be otherwise scheduled to work on such day if it had not been observed as a holiday.
- (3) No holiday for which an Employee is paid and during which the Employee did not work shall be considered or treated for purpose of any overtime calculation as time actually worked by such Employee.
- (4) Employees covered by this Agreement who do not work on the holidays designated above and who satisfy the eligibility requirements set forth above, shall be compensated for such holiday based on the number of regular run hours normally worked. If the driver has received a waiver of eligibility under paragraph (2) (b), above, his/her holiday pay shall be based on the number of regular run hours normally worked.

ARTICLE 17

STUDENT DISCIPLINE

- (1) The parties declare their mutual commitment to the safe transportation of pupils and recognize the importance of effective student management in achieving that goal. At the beginning of the school year, the Employer shall issue transportation regulations for student conduct. Bus drivers shall distribute copies of these rules to students assigned to their routes and shall be responsible for enforcement of these rules, in accordance with School District policy.
- (2) The Employer shall also make available to Employees copies of School District policies relative to the handling of student disciplinary matters, including policies relative to use of physical force/corporal punishment. Employees shall have responsibility for following these policies and shall report all disciplinary incidents to the Transportation Supervisor on forms provided by the Employer
- (3) The Employer's administration and Employees shall cooperate in student disciplinary matters through appropriate documentation of disciplinary incidents, initiation of parental contacts, meetings and like activities designed to promote student conduct that conforms to School District regulations.

ARTICLE 18

FRINGE BENEFITS

(1) Hospitalization Insurance:

During the annual open enrollment period Employees, who work a minimum of seventeen and one-half (17.5) hours per week, shall make a written election to participate in either Plan A or Plan B, as specified below. Once made, this election may be changed before the next open enrollment period, if there is a compelling family circumstance necessitating enrollment change which is permitted by the insurance carrier.

For purposes of determining eligibility to participate in insurance programs, the Employer will add up the number of hours related to runs, routes and shuttles awarded from the annual bidding process. Those in excess of 17.5 hours/week will be offered fringe benefits as outlined in Article 18. However, an Employee completing his/her probationary period shall be eligible to participate in insurance programs provided he/she has averaged 17.5 or more paid hours per week (related to runs, routes and shuttles) during the probationary period. This eligibility will commence in the month next following completion of the Employee's probationary period. At the beginning of the next school year, insurance eligibility shall be determined on the same basis as is applied to other seniority Employees (i.e., number of hours awarded related to runs, routes and shuttles).

- (a) Plan A - Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or carrier, the Employer shall make premium payments for single subscriber coverage for all eligible Employees (as defined above). At the Employee's option and expense, this coverage can be expanded to include spouse and/or children. All benefits are subject to the terms and conditions of the insurance policies, and any claims shall be made against the insurance carrier. The Employee must comply with all requirements for coverage specified by the insurance carrier, including those for enrollment and active employment. The Employer will continue to maintain its status as policy holder on all insurance policies offered to Employees.
- (b) It is understood that eligible Employees (as defined above) electing health insurance coverage will have their premiums paid only during the months they work. Employees not working year round will make the July and August payments for health insurance coverage. Employees working July and August will have the premium payments made for July and August health insurance coverage reimbursed to them by the District.
- (c) Plan B Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or carrier, the Employer shall make premium payment on behalf of the eligible Employee for term life insurance coverage in the face amount of 15,000.

In addition, to participating in the group life insurance program referenced above, each Employee enrolled in Plan B shall receive (beginning with the 2007-08 contract year)

an annual payment of \$250 which shall be paid by June 30 annually and may either be received as cash or contributed (through a written salary reduction agreement) by the Employee to an annuity (less Employee FICA). If an Employee must elect health coverage due to a change in family circumstances (as approved by the carrier and underwriter) during the plan year, he/she will receive a pro-rata amount of the annual payment under Plan B, based on \$25.00 for each month during the **work** year (September 1 - June 30) in which health insurance was not elected.

(d) The Employer has the right to substitute comparable coverage for the health coverage, specified above. Enrolled Employees and the Union will be given notice of any impending change of insurance carrier, non-profit health care corporation, or underwriter under this provision.

(2) The terms of any insurance contract or policy issued by an insurance underwriter carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, and other related matters.

The Employee is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. The Employer, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Employer's failure to remit contractual premium amounts required of it.

(3) Employees who are enrolled in any hospitalization or medical insurance coverage from any outside source shall not be concurrently eligible for health premium contributions by the Employer as set forth in this Article but shall rather enroll in the option (Plan B) insurance program.

(4) When employment is interrupted by layoff, discharge, quit, retirement, leave of absence (other than leaves taken by an eligible Employee under the Family and Medical Leave Act) or any other reason, all insurance coverage continues only for the balance of the month in which such termination occurs.

(5) Employees shall, at the sole expense of such participating individuals, have the right to participate in Employer-sponsored optical and dental insurance programs to the extent that such enrollment and participation is allowed by the respective insurance carriers, underwriters, and policyholders providing these commercially-insured plans through the Employer to the participating Employees. Further, any Employee participating in such insurance programs shall confirm his/her participation in writing to the Employer, which document shall include an authorization to payroll-deduct all applicable premium charges from the wages of the participating Employee.

ARTICLE 19

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

- (1) It is expressly agreed that no provision of this Agreement shall be altered during the term of this Agreement except upon the voluntary prior written consent of both the Employer and the Union. 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.
- (2) There are no understandings or agreements or past practices which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreements shall be binding on either the Employer or the Union until the same have been put in writing and signed by both the Employer and the Union as either an amendment to this Agreement or a Letter of Understanding executed by both parties.
- (3) It is the intent of the parties that provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights and claims which may be asserted hereunder.
- (4) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and qualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.
- (5) 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 or application of this Agreement shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision or application shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, the parties agree to meet within twenty (20) days of such action in order to renegotiate such invalidated provision, to the extent permitted by law.

ARTICLE 20

STRIKES AND LOCKOUTS

- (1) The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any Employee take part in any strike, slow down or stoppage of work, boycott, picketing, or other interruption of activities in the school system. Failure or refusal on the part of the Employee(s) to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Employer.
- (2) The Employer shall not lock out Employees covered by this Agreement. Provided, however, that the Employer shall be under no obligation to provide work for or to compensate members of the bargaining unit on any day(s) when students are not in school for any reason connected with a labor dispute with any other bargaining unit.

**APPENDIX A
WAGE SCHEDULE
FOR EMPLOYEES HIRED PRIOR TO
JUNE 30, 2010**

BUS DRIVER SCHEDULE

Service	2010-2011 Rates
Extra Trips	\$ 13.37
1st Year	\$ 13.69
2nd Year	\$ 14.42
3rd Year	\$ 14.92
4th Year	\$ 15.78
5-9 Years	\$ 17.69
10+ Years	\$ 18.29

MONITOR SCHEDULE

1-3 Years	\$ 10.56
4-6 Years	\$ 10.82
7-9 Years	\$ 11.08
10-12 Years	\$ 11.34
13+ Years	\$ 11.59

Sitting Rate shall be \$10.00 per hour.

**APPENDIX A
WAGE SCHEDULE
FOR NEW EMPLOYEES, OR EXISTING EMPLOYEES
WHO ARE NEW TO CLASSIFICATIONS, AFTER
JULY 1, 2010**

BUS DRIVER SCHEDULE

Service	2010-2011 New Hires After July 1, 2010
Extra Trips	\$ 12.50
1st Year	\$ 13.00
2nd Year	\$ 13.50
3rd Year	\$ 14.00
4th Year	\$ 14.50
5-9 Years	\$ 15.50
10+ Years	\$ 16.50

MONITOR SCHEDULE

1-3 Years	\$ 10.00
4-6 Years	\$ 10.25
7-9 Years	\$ 10.50
10-12 Years	\$ 10.75
13+ Years	\$ 11.00

Sitting Rate shall be \$10.00 per hour.

ARTICLE 21

TERM OF AGREEMENT

- (1) This Agreement shall become effective upon ratification by the Employer and the Union and shall remain in full force and effect until June 30, 2011 when it shall terminate. This Agreement shall not be extended except through written agreement of the parties.
- (2) Notice of termination of this Agreement shall be in writing and shall be sufficient if sent by certified mail to the Union at 24270 West Seven Mile Rd., Detroit, Michigan 48219 or, if to the Employer, if sent by certified mail to 500 E. Washington St., Chelsea, Michigan 48118.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on this ____ day of _____, 2010.

CHELSEA SCHOOL DISTRICT BOARD
OF EDUCATION

By _____
President

By _____
Secretary

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 547, AFL-CIO

By _____
Business Manager

By _____
President

By _____
Recording/Corresponding
Secretary

INDEX

Absence, 24
Appeal, 9, 17, 18, 19
Arbitration, 13, 17, 19
Bereavement, 16
Bidding, 25
Compensated Time, 23
Death, 25, 32
Disability, 10, 14, 15, 30
Discharge, 2, 13, 38
Discipline, 11, 13, 23
General Leave Of Absence, 15
Grievance, 7, 13, 17, 18, 19, 20, 21, 38
Illness, 10, 14, 16, 30, 31
Inclement Weather, 24
Insurance, 28, 37, 38
Jury Duty, 16, 32
Layoff, 33
Lockouts, 41
Negotiations, 2, 40
Overtime, 24
Pay Period, 6
Payroll Deduction, 4
Personal Days, 31
Probationary Period, 9, 10, 13, 37
Qualifications, 2, 14, 25, 26, 33
Recall, 7, 11, 33
Seniority Classification, 7, 9, 10, 12, 22, 28, 33
Sick Day, 30
Sick Leave, 14, 16, 30, 31, 32
Sitting Time, 22
Strikes, 41
Student Discipline, 23
Trips, 22, 24, 26, 27, 32
Unpaid Leaves Of Absence, 14
Vacancies, 25
Work Day, 9, 35