

PORTLAND PUBLIC SCHOOLS

Master Agreement

Between

The Board of Education

And

**The Portland Public School Employees Chapter
of Local 1910, Michigan District Council #25,
American Federation of State, County and
Municipal Employees (AFSCME), AFL-CIO**

2008 –2011

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AGREEMENT

This Agreement is entered into between Portland Public School District Board of Education (hereinafter referred to as the "Employer" or "Board") and Portland Public School District Employees Chapter of Local #1910, affiliated with Michigan District Council #25, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

WITNESSETH

Whereas, the Employer has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Union as the representative of its bus drivers with respect to hours, wages, terms and conditions of employment, the parties have reached agreement on all such matters and desire to execute this contract covering such agreement.

ARTICLE 1 RECOGNITION

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

All regularly scheduled and certified school bus drivers employed by Portland Public Schools, excluding supervisory employees.

A substitute shall be defined as one who works in the place of a regular employee on a temporary basis.

Employees may hold more than one position with the employer provided 1) it does not create an overtime situation; 2) the schedules do not conflict and 3) except for employees in the bargaining unit prior to September 2, 2008, that hours can not be combined for the purposes of insurance benefits.

ARTICLE 2 EMPLOYER RIGHTS

- A. 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:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
 2. Continue its rights of assignment and direction of work of all its personnel; determine the hours of work and starting times and scheduling of all the foregoing; the right to establish, modify or change any work or business hours or days.
 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees within their respective classifications, determine the size of the work force and to lay off employees.
 4. Determine the type of services, supplies and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation; the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
 5. Determine the qualifications of employees, including physical conditions.
 6. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or location or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 7. Determine the placement of operations, production, service, maintenance, or distribution of work, and the source of materials and supplies.
 8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- B. The exercise of the foregoing powers, rights, duties and responsibilities by the Employer and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Employer except as otherwise abridged by the express provisions of this Agreement.

**ARTICLE 3
UNION SECURITY**

- A. Non-probationary employees covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay to the Union each month a non-members representation fee. The payroll deduction of dues and fees is required as a condition of this agreement and as such, these amounts will be deducted in equal amounts pursuant to the authority set forth in MCLA 408.477.

The Union will supply a list of names or authorization cards and the amounts to be deducted in equal monthly amounts.

- B. The non-member representation fee shall be determined by the Union and shall represent a proportionate share of the cost of negotiating and administering this Contract. The Union shall warrant to the Board of Education, upon their request, the amount of the monthly non-members representation fee.
- C. The Board of Education shall not be liable to the Union or any employee for the remittance or payment of any sum other than that constituting the actual deductions made from wages earned by employees. All refunds claimed for deductions under such dues or non-members representation fees authorizations shall lie solely with the Union and the Union shall agree to hold the Board harmless from all claims of excessive deductions.
- D. The Union shall save the Board harmless from any and all costs, including witness and attorney fees, claims, demands, suits and other forms of liability resulting from action taken by the Board in enforcing the provisions of this Article.

**ARTICLE 4
UNION DUES AND FEES**

- A. Deductions for any calendar month shall be remitted to such address as designated to the financial officer of Michigan Council #25 AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than ten (10) days following the date on which they were deducted.
- B. The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees, who through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous months remittance of dues.

ARTICLE 5 SPECIAL CONFERENCES

By mutual agreement, special conferences may be held during the life of this Agreement between the Union and the Employer, or their designated representative(s). Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Conferences shall be held at a mutually-agreed time and date.

Designated representatives for the purpose of this Article shall be construed to mean employee or non-employee representatives.

The Union representatives may meet at a place designated by the Employer on the Employer's property for one-half (1/2) hour immediately preceding the conference with the representatives of the Employer for which written request has been made.

ARTICLE 6 UNION REPRESENTATION

A. Stewards, Alternate Stewards and Union Chairpersons.

The employees covered by this Agreement will be represented by one (1) Steward and one (1) Chapter Chairperson and one (1) Alternate for either office. The Union shall have the exclusive right to appoint such Steward.

1. The Employer will be notified of the names of the Steward, Chapter Chairperson and Alternate who will serve only in the absence of the regular Steward or Chapter Chairperson.
2. As a general rule, the Chapter Chairperson or Steward will investigate and present grievances on his/her own time. However, whenever the Employer requests the presence of the Chapter Chairperson and/or the Steward, or schedules a conference during working hours, the Chapter Chairperson and/or the Steward will be allowed time off without loss of time or pay.

B. Union Bargaining Committee.

1. Employees covered by this Agreement will be represented in negotiations by five (5) negotiating committee members.
2. If bargaining by the parties conflicts with regular work hours, members of the bargaining committee shall suffer no loss of time or pay.

ARTICLE 7 GRIEVANCE PROCEDURE

A grievance shall be an alleged violation of the express terms of this contract or a dispute over its application. The Chapter Chair and/or Chief Steward may file a grievance on behalf of the Union if the alleged violation affects bargaining unit integrity or the entire bargaining unit.

An alleged violation of any written policy or written rule or condition of employment will be the subject of a Special Conference as described in Article 5.

STEP ONE. If an employee feels he/she has a grievance, he/she shall discuss the grievance with the steward. The steward will discuss the grievance with the immediate supervisor. If the matter is not thereby disposed of, it will be submitted in written form by the steward to the immediate supervisor within fifteen (15) working days from the date the grievance occurred.

Written grievances shall be submitted on the standard Michigan Council #25 Grievance Report Form and shall be as complete as possible. The written grievance shall be signed by the grievant or grievants. The immediate supervisor shall answer the grievance in writing within fifteen (15) working days.

STEP TWO. If the grievance has not been settled, it shall be presented in writing and signed by the grievant to the Superintendent within fifteen (15) working days after the supervisor's response is received. A grievance conference shall be held within five (5) working days if requested by the Union or the Employer. The Superintendent shall respond to the grievance in writing within fifteen (15) working days from the date received or fifteen (15) working days from the conference, if held.

STEP THREE. If the answer in step two is not satisfactory to the Union, they will within fifteen (15) working days of the Superintendent's answer, serve written notice of appeal to the Superintendent or their designee. The Superintendent, upon receipt of the union's notice of appeal, shall within fifteen (15) work days, arrange a meeting of the parties involved for the purpose of dispute resolution. This meeting shall include at least two representatives of the Board of Education and at least two members of the Union including a representative of Michigan Council 25. Additionally, upon mutual agreement, an impartial third party may be requested to attend.

STEP FOUR - ARBITRATION

If, at the conclusion of the above meeting, the dispute remains, the Union shall, within thirty (30) calendar days serve written notice to the Employer of its intent to arbitrate the dispute.

In the event the Employer and the Union are unable, within ten (10) working days, to agree on an ad hoc arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with their rules and procedures.

The fees and approved expenses of the arbitrator will be paid equally by the parties, except that each party shall assume its own costs for representation including any expense of witnesses.

Witnesses, under this Employer, requested by the Union, shall be released from work for the arbitration.

POWER OF THE ARBITRATOR

- A. The arbitrator shall be empowered to decide disputes about the interpretation or application of the clauses of this Agreement, and about alleged violations of the Agreement. The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he/she substitute their discretion for that of the Board of Education or the Union where such discretion has been retained by the Board or the Union, nor shall he/she exercise any responsibility or function of the Board of Education or the Union, nor shall he/she have the power to establish or change any salary schedules, nor shall he/she have the power to interpret any state or federal laws. However, he/she shall be empowered to reverse or sustain an unjust disciplinary action.

If either party disputes that the matter is not subject to arbitration under the terms of this Agreement, that dispute shall be submitted to an arbitrator as a separate issue. The arbitrator who rules on the arbitrability of the matter shall be banned from ruling on the merits of the grievance, unless there is mutual agreement of the parties involved.

He/she shall have no authority to award a monetary judgment retroactively to a date earlier than the alleged violation or where there has been no monetary loss.

Any grievances which are similar in nature, may be heard simultaneously by the arbitrator, upon written consent of the Board of Education and the Union.

The decision of the arbitrator shall be final and binding on the employees, the Union and the Board of Education; any decision of the arbitrator shall be implemented forthwith, however the parties retain the right to appeal to a court of competent jurisdiction.

- B. The failure of the Union to appeal, at any step of the grievance procedure, within the specified time limits, shall be deemed to be settled on the terms of the Employer's last answer. If the Employer does not respond in a timely manner, the Union may appeal to the next level within the appropriate number of days from the date the answer was due. Any grievance may be withdrawn, without prejudice, at any stage of the

grievance procedure upon mutual consent of the Union and the Board. The financial liability of either party shall be limited to those specified in this Article.

- C. The time limits specified herein for movement of grievances through the process shall be strictly adhered to; however, they may be relaxed or extended by mutual written consent of the parties.
- D. For purposes of this Article "calendar days" shall be construed to mean weekdays, excluding Saturday, Sunday and holidays.

ARTICLE 8 DISCHARGE AND SUSPENSION

- A. Discipline shall include oral and written reprimands, suspensions, with or without pay, and discharge. The discipline of non-probationary employees shall be applied in a progressive manner, as applicable. Employees shall not be disciplined in front of other employees, students, or the public.
- B. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her steward and the Employer will make available a meeting room where they may do so. Upon request, the Employer or his designated representative may discuss the discharge or suspension with the employee and the Steward.

The Employer agrees promptly upon the discharge or suspension of an employee to notify in writing the Chief Steward.

The parties agree that grievances involving discharge shall proceed directly to Step 2 of the Grievance Procedure.

- C. In imposing any discipline or discharge on a current charge, the Employer may take into consideration any prior infractions or disciplinary actions in determining whether to take action or what the level of penalty will be. It is recognized that if a grievance is filed and arbitrated, that the arbitrator may review the propriety of considering the prior action.

ARTICLE 9 SENIORITY

- A. All employees shall be on probation for the first sixty (60) active work days of their employment. Time missed will serve to extend the probationary period. Probationary employees are considered employed "at will" and are subject to discipline and dismissal at the discretion of the district and shall have no recourse to the grievance procedure.

There shall be no seniority among probationary employees. When employees complete the probationary period, they shall be entered on the seniority list of the unit; and rank for seniority from their last date of hire. Should two or more employees have the same seniority date, their ranking shall be determined by the greatest sum of the last four (4) digits of their social security number.

The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of this Agreement, except discharged, disciplined or laid-off employees for Union activity.

- B. For the purposes of this Agreement, seniority shall accrue and be applied on a classification wide basis.
- C. Seniority will continue to accumulate while on paid leaves, unpaid leaves (including worker's compensation) and while on layoff.
- D. An employee shall lose all accrued seniority and further employment rights for the following reason:
 - 1. The employee quits, retires or is discharged and the discharge is not reversed through the grievance procedure.
 - 2. The employee obtains a paid or unpaid leave of absence under false pretenses.
 - 3. The employee is laid off for a period of two (2) years from the effective date of layoff.
 - 4. If the employee refuses to submit to testing or tests positive under the Omnibus Transportation Employee Testing Act.
 - 5. If the employee loses their CDL license or the district's insurer indicates the driver will not be insured.

ARTICLE 10 SENIORITY LISTS

The seniority list on the date of this Agreement will show the date of hire, names and job titles of seniority employees of the unit.

The Employer will provide the Chapter Chairperson with an up-to-date seniority list at the beginning of each school year or within thirty (30) days thereafter upon written request of the Chapter Chairperson. If there are no errors identified on the list within thirty (30) calendar days of the date of distribution, the list will be deemed correct until the next posting.

**ARTICLE 11
LAYOFF AND RECALL**

- A. It is hereby specifically recognized and agreed that it is within the sole discretion of the Employer to reduce the work force.
- B. LAYOFF PROCEDURE. In order to promote an orderly reduction in personnel, the following procedure will be used:
1. A bid meeting will be held and drivers will bid on routes. At least seven (7) calendar days notice of the meeting will be provided.
 2. Drivers may attend or bid by written proxy through the steward with a copy being provided to the supervisor.
 3. All drivers who are laid off will be notified of the meeting.
 4. Routes will be bid based upon seniority and qualifications. Probationary drivers will be the last to bid if there are remaining routes. If there is more than one probationary driver, the first driver hired will bid first.

When the Employer elects to reduce the work force, employees may request, in writing, preferential layoff out of line of seniority. If granted, the Employer shall not contest the employee's initial eligibility for unemployment compensation. Nothing in this section shall be construed to constitute a waiver of such employees recall rights to vacancies.

- C. RECALL PROCEDURE. When there is a need to recall a driver, there will be a bid meeting. Notice of recall shall be sent to the employee at his last official address (as reflected in the Employer's records) by certified mail. The letter will indicate the date of a bid meeting. The recall list shall be maintained by the Employer for a period not to exceed two (2) years. Thereafter, an employee shall lose his/her right to recall. A laid off driver who does not attend the bid meeting, does not bid by written proxy or does not return to work the first scheduled day after the bid meeting, will be considered a voluntary quit.

**ARTICLE 12
VACANCIES, PROMOTIONS, JOB POSTINGS & BIDDING PROCEDURES**

- A. All jobs within the bargaining unit shall be considered open or vacant if the regular holder thereof has been discharged or has quit or has otherwise been separated from the payroll and such vacated or open position is to be filled on a permanent basis.

- B. All vacancies or newly created positions within the bargaining unit shall be filled on the basis of qualifications and seniority at a bid meeting which will be held within three (3) business days of the date the position becomes vacant or is established.

In the event the senior employee is denied the position, reasons for denial shall be given in writing to the Chapter Chairperson with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

- C. If an employee is promoted to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, such employee shall retain all rights accrued prior to the transfer outside the bargaining unit, for purposes of any benefits provided in this Agreement.

- D. 1. Prior to the opening of the school year, all routes will be available for bidding on a seniority basis, provided the driver meets the qualifications necessary. Drivers who are on a paid leave of absence, unpaid leave of absence, lay-off or on workers compensation shall be allowed to participate in this bidding. Drivers who can not attend may bid by written proxy through the steward with a copy to the supervisor.
2. The time for completing a special education run will be established in the two (2) weeks after the fourth Friday count and will be used for all purposes, including compensation. In the event the route is permanently altered by fifteen (15) minutes per run or more, a new time will be established. The Employer agrees to notify the affected driver of any need to alter the established time. It is agreed that, when establishing the route every effort will be made to duplicate the normal route and loading.
3. Until a permanent time is established, drivers will be paid on the basis of the estimated route time listed on the route posting. Compensation for this period will be increased or decreased (subject to Michigan Department of Labor rules) and applied retroactively when the permanent time is established.

If after the last posting/bidding, a regular route becomes permanently changed and the pay classification is changed; or a special education route is permanently changed by more than one (1) hour; the procedure below will apply.

ROUTE IS INCREASED: Route will be reposted and rebid.

ROUTE IS DECREASED: Driver may bump a less senior driver.

4. The Transportation Director shall have the ability to change route classifications on a temporary basis due to road conditions and/or ridership changes
5. All special education runs shall be bid separately and based on seniority. Individuals bidding on such runs shall have successfully completed a six hour training program prescribed by the Director of Special Education prior to such

bidding. Training shall be available at least once each year at no cost to the employee. The employee will not be compensated for time in training.

Special education drivers may be required to attend up to three hours of annual training to continue bidding on special education runs. There shall be no cost to the employee and he/she shall be compensated at the special trip rate for actual time spent.

6. Summer runs shall be posted as soon as possible and no later than seven (7) working days prior the run and shall be awarded according to seniority unless exceptional circumstances are involved.
 7. All kindergarten runs shall be posted as separate jobs. They shall be bid on separately and may be dropped separately.
 8. Drivers shall be compensated for any time in excess of thirty (30) minutes when a regular run is delayed for reasons over which the driver has no control. Such compensation shall be at the special trip rate and further, if a driver is unable to take the second half of a back-to-back run they shall be compensated at least the amount of the second run.
- E. If a regular driver is expected to be gone for four (4) working days or more, the most senior available driver shall be allowed to fill the position as a substitute for the duration of the absence. A notice of the position will be posted for two working days during which time interested drivers may sign up. The position will be awarded based upon seniority and qualifications. If this action creates another vacancy the Employer may fill the vacancy with a substitute driver.
- F. There will be a job description of each bus route available to the bus drivers in the transportation office.
- G. The Employer has the right to develop, establish and initiate new positions, including rates of pay. If the Union believes that such positions should be within the bargaining unit they may request a special conference to discuss the matter. If the matter cannot be resolved it may be submitted to the Michigan Employment Relations Commission. If the position is determined to be within the bargaining unit the parties shall negotiate the applicable portion of the contract as they apply to that position, including rate of pay.
- H. The definition of "Route" shall be a position posted by the Employer. A route may consist of two (2) or more runs. The composition of a route is determined by the Employer at the time of posting. Employees may bid on a combination of routes provided the times do not conflict. A "Run" is defined as each occasion when a bus transports students.
- I. There will be no splitting of routes. If the Employer or Union believes that there is an unusual circumstance that may necessitate the splitting of a route it shall be the subject of a special conference. The split will only be allowed if the parties agree in

writing. Any such agreement will not set a precedent and each case will be decided solely on its own merits.

J. Daily Substituting by Regular Drivers

1. Substitute positions on Kindergarten, Special Education (if trained, as per Article 12 D-5) and Vocational Education runs shall be offered to bargaining unit members on a seniority basis, provided it does not conflict with a regularly scheduled run. This provision does not supersede Section G of this article.
2. When a driver who has an "A and B" run is absent in the afternoon for the "A" run due to a special trip, a regular driver who does not have an "A" run (high school run) will be asked to substitute on the "A" run of the absent driver before using substitutes from outside of the bargaining unit.
3. This provision does not supersede Section E. of this Article

**ARTICLE 13
UNPAID LEAVES OF ABSENCE**

- A. Family and Medical Leaves: Once each twelve (12) months, an employee, who has worked for the Employer at least one (1) year and for at least 1,250 hours over the previous twelve months, shall be granted a leave of up to twelve (12) weeks for the following reasons:
1. Birth and post natal care of a child.
 2. Placement of a child with the employee for adoption or foster care.
 3. For a serious health condition that makes the employee unable to perform their job function.
 4. To care for a serious health condition of a spouse, son, daughter, or parent of the employee who suffers from an illness, injury, impairment, or physical or mental condition that involves inpatient care at a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider.

Serious health condition shall be as defined in the Family Medical Leave Act.

Employees must exhaust all paid leaves available to them before being eligible for an unpaid family or medical leave.

During family and medical leaves, as defined above, the Employer agrees to contribute to the employee's health coverage under the group health plan at a level equal to the level prior to the commencement of the leave.

Extensions of family and medical leaves may be granted not to exceed one (1) year. However, when leaves are extended beyond twelve (12) weeks the employee will be responsible for the continuation of premiums into group health plans.

- B. With advance approval of the Employer, an unpaid leave of absence for periods not to exceed one (1) year may be granted for the following reasons:
 - 1. Serving in any elected or appointed position, public or union.
 - 2. For training related to an employee's regular duties in any approved educational program.
 - 3. Personal leave. No leaves will be granted for other employment outside of the school district.
- C. Except in cases where advance notice would not be possible, requests for leave shall be submitted in writing and on a form supplied by the Employer not less than thirty (30) days prior to the date the employee desires to commence such leave.
- D. Extensions to the above unpaid leaves may be granted by the Board.
- E. Leave of absence shall be without compensation, sick leave accumulation, accumulation of other benefits and fringe benefits, except for medical insurance coverage as defined in Section A, above.
- F. Returns from leaves shall be handled as follows:
 - 1. Drivers returning from a leave (or extension) of twelve (12) weeks or less shall be returned to their previously held position or one of equivalent pay and benefits and other conditions of employment.
 - 2. Drivers returning from a leave (or extension) of more than twelve (12) weeks shall be returned to regular position.

ARTICLE 14 PAID LEAVES

- A. Annual leave as described in this Article shall be paid leave.
- B. At the beginning of each school year, each employee shall be credited with thirteen (13) annual leave days.

The term "days" shall include the same number and type of trips as does the employee's regularly-scheduled day.

C. Annual leave may be used by the employee for the following reasons:

1. Personal illness or disability, including maternity.
2. During or following the hospitalization of a member of the immediate family, as defined in Section H of this Article.
3. Up to four (4) days per year for the conduct of personal business, but not vacation or recreation.
4. For receiving pay for a day, or days, when employee's services are not required due to a holiday, in-service days, or any other week day(s) during the school year that school is not in session. Section 4 will not apply to drivers hired after September 2, 2008.

D. Except in the case of emergency, the employee shall give the immediate supervisor forty-eight (48) hours written notice of their intent to use annual leave and shall state, in general terms, the reason for the use.

E. Unused excused leave may be accumulated to a maximum equal to eighty (80) workdays.

F. Any employee who is summoned for jury duty and as a result is unable to work all or part of their normal workday shall suffer no loss of pay. The employee shall advise the Board of any compensation he/she shall receive from the court, excluding reimbursement for travel and related expense. The employee shall be paid the difference between their regular gross pay and the court compensation. Such leave for jury duty shall not be deducted from annual leave.

G. Any employee who is requested to appear as a witness in a court case involving the school district and at the request of the school attorney or is requested and/or approved to attend an educational conference by their supervisor, shall not suffer a loss of pay and such time shall not be deducted from their accumulated annual leave.

H. Up to five (5) days in the event of a death in the immediate family which necessitates the employee's absence from work, without loss of pay and without deduction from excused leave.

Additional time may be granted by the Superintendent in extenuating circumstances or where extensive travel is required. Such time will be without pay or deducted from excused leave.

Immediate family shall be defined as parents, brother, sister, spouse, child, grandchild, grandparents, brother-in-law, sister-in-law, legal guardian, mother-in-law, father-in-law, son-in-law, daughter-in-law of the employee or, at the Superintendent's discretion, any other person. The denial of funeral leave for "other persons" shall not be subject to the grievance procedure.

- I. All unused paid leave accumulated by an employee shall be paid to him/her or his/her beneficiary upon his retirement, death, or resignation; but not discharge or layoff, as follows:
 1. After ten (10) years continuous employment one-third (1/3) normal rate.
 2. After fifteen (15) years continuous employment one-half (1/2) normal rate.
- J. On days when school is not in session, in a district served by the employee, due to inclement weather and those days, by statute, do not have to be made up, the Employer agrees to pay each employee his/her regular pay provided he/she was scheduled to work that day.

On other inclement weather days the employee may use excused leave, if available, so as not to suffer a loss of pay if the district elects not to make up the day.

- K. All employees shall receive pay for a normal workday, even though no work is performed, for the following holidays:

New Years Day, Good Friday, Memorial Day, Fourth of July*, the Friday before Labor Day*, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day and New Years Eve Day.

* Applies only to drivers of a regular run whose schedule encompasses the holiday

In the event any of the days is a scheduled day of student instruction, the Employer and union will designate an alternative date.

1. If any of the listed holidays shall fall on a Saturday, the employee shall be entitled to the preceding Friday as a holiday. If any of the listed holidays shall fall on a Sunday, the employee shall receive the following Monday as a holiday.
2. Should an employee be requested to work on a listed holiday, he/she shall receive another, mutually agreeable day as a holiday.
3. Drivers who substitute under article 12(J) will receive holiday pay for the entire daily schedule of the substitute assignment provided the absent driver is not receiving holiday pay for the day. If the absent driver is receiving holiday pay, the substitute driver will only receive the holiday pay associated with the driver's regular assignment.

**ARTICLE 15
INSURANCE**

- A. The Employer agrees to furnish all regularly-scheduled bus drivers with \$15,000 group term life insurance.
- B. The Employer shall implement and maintain an Employee Benefit Plan under Section 125 of the Internal Revenue Code.
- C. The Employer shall contribute a monthly amount based upon the following formula:

1. OPTION A BASE AMOUNT:

	0-2 Years	2-5 Years	More Than 5 Years
2008-2009	380.94	406.34	507.92
2009-2010	399.99	426.66	533.32
2010-2011	419.99	447.99	559.99

2. OPTION B BASE AMOUNT: *

	0-2 Years	2-5 Years	More Than 5 Years
	304.75	325.07	406.34

* Employees hired after July 1, 2008, will receive \$120 per month if electing not to enroll in option A below.

3. Employees may elect to use the base amount for one of the following options:

a. OPTION A—Drivers electing health care enrollment:

Blue Cross Blue Shield Flexible Blues 2 HRA (Includes dental and vision riders). If the actual premium is less than the base amount, the employee will not be eligible to use the differential for other purposes.

The District will pay \$1,250 for the annual deductible for single subscribers. If a driver elects two party or full family enrollment, the employee will pay any deductible amounts over the \$1,250 and premiums over the base amount.

b. OPTION B— Drivers not electing health care enrollment:

Those employees electing not to enroll in health care, will receive the above amount which can be retained in cash or may be used to apply to 403B annuities or tax exempt variable options (i.e. additional term life,

dependent life, disability insurance, etc.) that are available through the business office.

Any amounts in excess of the district's contributions will be payroll deducted as a condition of this agreement pursuant to the authority set forth in MCLA 408.477.

4. FORMULA:

An Employee whose normal workday is seven (7) or more hours they will receive the base amount computed above.

An Employee whose normal workday is less than seven (7) hours shall receive the above computed base amount, divided by 7, times the number of hours in a normal workday.

The above formula shall be adjusted twice a year on October 1 and February 1.

An Employee who has worked the full school year the Employer shall continue the above contribution during the summer. Otherwise, the Employers contribution shall be paid for all months in which the driver is assigned a regular run.

5. EMPLOYEE CONTRIBUTIONS:

Employees, subject to the terms of the plan and Section 125 of the Internal Revenue Code, may make "pre-tax" contributions to the plan to pay for the Benefits selected.

6. BENEFITS

The bargaining unit must meet any group participation requirements of any insurance policy listed above.

7. PLAN PROVISIONS

The provisions of the "plan document" and "summary plan document", in accordance with Internal Revenue Service and ERISA regulations shall be controlling.

C. A "normal workday" shall be based on the number of hours credited for Michigan Public School Employee Retirement contributions, for any assignment which lasts thirty (30) or more consecutive calendar days.

**ARTICLE 16
SPECIAL TRIPS**

- A. Special trips, other than emergency trips, shall be posted by the Employer no later than four weeks in advance. By Wednesday of each week, the Chapter Chair and/or Chief Steward will advise the Transportation Supervisor or his designee the name of the driver assigned to each trip for the second week following. Each special trip request shall contain all pertinent information about the trip. Emergency trips may be assigned by the Transportation Supervisor.
- B. Once assigned, any driver who has a trip cancelled within ten (10) days of the trip, because another means of transportation is used, shall receive a two (2) hour minimum.
- C. There is a two (2) hour minimum for canceled trips if the drivers are not contacted before reporting to their bus, provided that the driver was available by telephone. If the trip is postponed, the scheduled driver will retain the right to the trip when rescheduled.
- D. There is a one (1) hour minimum for special trips made in conjunction with a regular daily run.
- E. There is a two (2) hour minimum for all special trips not in conjunction with a regular daily run.
- F. Any driver who takes a special trip, greater than two (2) hours, that interferes with their regular run shall be paid the applicable trip rate or their regular run rate whichever is greater.
- G. Drivers will not be allowed to take special trips which interfere with their regular runs during the first week of school, except with the permission of the transportation supervisor.
- H. Fifteen (15) minutes is required for show time before each special trip.
- I. The drivers of special buses must clean their buses at the end of their trip.
- J. No drivers will be allowed to make an all day type special trip without a reasonable rest period after completing their regular shift at their main job.
- K. Drivers shall be paid their actual waiting time at the special trip rate when the opening of school is delayed due to unsafe driving conditions.
- L. A "shuttle run" shall be defined as the transportation of students within the City of Portland, which is not part of a normal daily bus run. Additional students on a

regularly scheduled run, with no need to alter the route, shall not be considered a shuttle run.

Compensation shall be for actual time spent on a shuttle at the extra trip rate with a minimum time of fifteen (15) minutes for each shuttle, excluding pre-trip and cool down (if not in conjunction with a regular run).

- M. All special trips that require the use of a Portland Public Schools bus, shall be driven by a qualified school bus driver.

ARTICLE 17 EMPLOYEE PROTECTION

- A. All employees shall be covered by the Employer's general liability and umbrella liability policies, subject to the terms and conditions thereof.
- B. All employees shall be covered with workers compensation insurance for work-related injuries and sickness, subject to the terms and conditions of the policy and the applicable laws of the State of Michigan.
- C. Any case of employment-related assault upon an employee, during working hours or arising out of an employment situation, shall be immediately reported to the Superintendent of Schools.

When an employee is requested by proper authorities to participate in the investigation or prosecution of any incident, he shall not suffer any loss of pay or benefits.

ARTICLE 18 RATES FOR NEW JOBS

When the Employer creates a new bargaining unit classification, the Union will be notified prior to the first work day of the new position. In the event the Union does not agree that the rate of pay assigned is proper, the matter shall be subject to negotiations.

ARTICLE 19 NEGOTIATING PROCEDURES

Sufficient copies of the Agreement shall be printed and presented to all employees now employed and hereafter employed by the Board of Education. The cost of reproducing the Agreement shall be shared equally by the Board of Education and the Union.

ARTICLE 20
MISCELLANEOUS

- A. The Union and the Employer recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. 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, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system.
- B. 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 unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- C. Employees will be required to attend staff meetings, as called by the Employer. Employees shall be paid a one (1) hour minimum, at the special trip rate, for attendance.
- D. The Employer agrees to abide by applicable federal and state laws with regard to the payment of overtime.
- E. Drivers who are required to attend meetings to maintain bus driver certification will be paid at the special trip rate for class hours, but not meal time or driving time. The Employer will provide transportation to such meetings.
- F. Drivers may request a copy of any bus repair sheet submitted to the mechanics and may be notified of the repairs done and the date completed
- G. Drivers shall be responsible for cleaning windows, lights, lettering and the interior of the bus. The Employer shall provide a reasonable quantity of cleaning supplies, facial tissues and trash bags for the drivers use.

The supervisor shall determine which busses are to be washed and shall notify the Chapter Chair or Chief Steward as needed. The Chapter Chair or Chief Steward shall assign bus washing to bargaining unit members on an equitable basis. The Chapter Chair or Chief Steward shall notify the supervisor of completed buses. Drivers who wash buses shall be paid per bus as follows:

2008-2009	\$10.50
2009-2010	\$10.75
2010-2011	\$11.00

- H. The Board shall furnish each driver with a personal mailbox for messages, personal mail and payroll checks/receipts.
- I. Drivers will suffer no loss of pay for the time necessary to participate in mandated drug and alcohol testing.
- J. The Board shall pay the cost of the CDL license endorsement and required schooling. The Board shall, through a licensed facility, provide mandated DOT physicals. If the employee chooses to have another physician perform the physical the Board shall pay up to \$48.00 toward the specific cost of the DOT physical.
- K. Upon the request of an employee, the Union or the Employer, the parties will meet and discuss the need of a voluntary exchange reassignment for any reason. Such exchange reassignment may be accomplished upon mutual agreement of the employees involved, the Union and the Employer.
- L. During the summer months, if the Employer intends to hire temporary summer help, members of this bargaining unit shall be given consideration. Ultimate hiring decisions are the sole discretion of the Employer.
- M. If a driver is taken off a run to attend a required meeting, the driver shall suffer no loss of pay.
- N. The time spent at bid meetings under Articles 11 and 12 are considered as voluntary and as such shall be uncompensated.
- O. Years of service for purposes of Article 15(B) and Article 23 is defined as years of continuous service within the bargaining unit but shall not include unpaid leaves in excess of 90 work days or periods of layoff. In the instance of worker's compensation leaves, credit will not be given for time in excess of eighteen (18) months.

ARTICLE 21 UNION ACTIVITIES

- A. The Union and its representatives shall have the right to use the Board buildings at all reasonable hours for meetings which do not interfere with the assigned functions of the regular program, with the advance approval of the building principal. The Union shall pay any additional custodial costs incurred.

- B. The Union shall have the right to distribute its material to Union members so long as such distribution in no way interferes with the operation of the schools or the work assignments of the members.
- C. The Employer will provide the Union with space on a bulletin board in the bus garage which may be used by the Union for posting notices pertaining to Union business.

In the event a dispute arises concerning the appropriateness of material posted on the bulletin board, the Chapter Chairperson will be advised by the Superintendent of the nature of the dispute and the notices in question will be removed by the Union from the bulletin board until the dispute is resolved.

**ARTICLE 22
DURATION OF AGREEMENT**

This Agreement may be extended by written agreement between the parties, but shall not be extended orally.

This Agreement shall be effective upon ratification by the parties and shall continue in full force and effective for three (3) years and shall expire at 12:00 midnight, June 30, 2011.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year first written above.

FOR THE UNION:

Cathy Denmore
Arlynn Huffeth

FOR THE EMPLOYER:

Janya M. Marcum
Daniel B. Wallace
[Signature]
[Signature]

ARTICLE 23
APPENDIX A – WAGES
2008-2009

REGULAR RUNS	LESS THAN 2 YEARS	2 TO 5 YEARS	MORE THAN 5 YEARS
SHORT RUN Up to 19.9 Miles	17.04	17.80	18.44
STANDARD RUN 20.0 Miles to 29.9 Miles	19.88	20.46	21.15
LONG RUN 30.0 Miles to 34.9 Miles	22.22	22.87	23.61
EXTRA LONG RUN 35.0 Miles +	23.34	24.03	24.80
Should any route exceed 45.0 Miles, there shall be a special conference to set an appropriate run rate.			

SPECIAL EDUCATION HOURLY RATES				
START	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS
12.91	14.84	16.33	18.17	19.76

VAN HOURLY RATE \$11.00
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EXTRA TRIP & SHUTTLE HOURLY RATE
12.04

LONGEVITY	RATE
After 8 Years	1%
After 10 Years	2%
After 12 Years	3%

**APPENDIX A – WAGES
2009-2010**

REGULAR RUNS	LESS THAN 2 YEARS	2 TO 5 YEARS	MORE THAN 5 YEARS
SHORT RUN Up to 19.9 Miles	17.38	18.16	18.81
STANDARD RUN 20.0 Miles to 29.9 Miles	20.28	20.87	21.57
LONG RUN 30.0 Miles to 34.9 Miles	22.66	23.33	24.08
EXTRA LONG RUN 35.0 Miles +	23.81	24.51	25.30
Should any route exceed 45.0 Miles, there shall be a special conference to set an appropriate run rate.			

SPECIAL EDUCATION HOURLY RATES				
START	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS
13.17	15.14	16.66	18.53	20.16

VAN HOURLY RATE \$11.22

EXTRA TRIP & SHUTTLE HOURLY RATE
12.04

LONGEVITY	RATE
After 8 Years	1%
After 10 Years	2%
After 12 Years	3%

**APPENDIX A – WAGES
 2010-2011**

REGULAR RUNS	LESS THAN 2 YEARS	2 TO 5 YEARS	MORE THAN 5 YEARS
SHORT RUN Up to 19.9 Miles	17.73	18.52	19.19
STANDARD RUN 20.0 Miles to 29.9 Miles	20.69	21.29	22.00
LONG RUN 30.0 Miles to 34.9 Miles	23.11	23.80	24.56
EXTRA LONG RUN 35.0 Miles +	24.29	25.00	25.81
Should any route exceed 45.0 Miles, there shall be a special conference to set an appropriate run rate.			

SPECIAL EDUCATION HOURLY RATES				
START	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS
13.43	15.44	16.99	18.90	20.56

VAN HOURLY RATE \$11.44

EXTRA TRIP & SHUTTLE HOURLY RATE
12.04

LONGEVITY	RATE
After 8 Years	1%
After 10 Years	2%
After 12 Years	3%