

**2006-2009**

# **Transportation**

**C O N T R A C T**

Agreement between the  
**Macomb Intermediate School District**  
and the  
**International Union of the  
American Federation of  
State, County and Municipal Employees and  
Council 25** and its affiliated **Local 2598**

**MACOMB INTERMEDIATE SCHOOL DISTRICT**

**Board of Education**

**John A. Bozymowski.....President**  
**Max D. McCullough.....Vice President**  
**Theresa J. Genest.....Secretary**  
**Charles C. Milonas, D.D.S. ....Treasurer**  
**Edward V. Farley..... Trustee**

**Michael R. DeVault.....Superintendent**

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## **AGREEMENT**

This Agreement entered into on the 8th of November, 2006, between the Intermediate School District, County of Macomb, hereinafter referred to as the Employer and the Michigan Council 25, AFSCME, AFL-CIO and its Affiliated Local Union 2598 on behalf of Transportation Employees as noted herein, hereinafter referred to as Union and Employees.

The provisions of this Agreement shall apply to all Employees regardless of employable age, sex, race, color, national origin or creed.

### **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer and Employees and the Union.

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

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

The parties hereto also recognize that it is essential for the health, safety and public welfare that services to the public be without interruption, that the right to strike is forbidden by the Statutes of the State of Michigan. An employee guilty of engaging in a slowdown, work stoppage, or strike shall be subject to disciplinary action up to and including discharge.

## ARTICLE I

### RECOGNITION OF UNION AND AGENCY SHOP

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

**Section 1:** The Board agrees that it will not directly or indirectly discourage, deprive or coerce any employees in the enjoyment of any rights conferred by the laws or Constitution of Michigan and the United States and that it will not discriminate against any employee because of his membership in the Union or his participation in collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement, and that the rights granted to employees in this Agreement are in addition to those provided in the above mentioned Statutes and Constitution. Nothing contained herein shall be deemed to abrogate or limit any additional rights guaranteed by existing statutes for any of the parties hereto.

**Section 2:** As a condition of employment and to the extent that the laws of the State of Michigan permit, it is agreed that:

- A. Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at that time, shall be required to continue membership in the Union for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time this Agreement becomes effective, shall be required to become members of the Union or pay a service fee to the Union which shall be equivalent to the Union monthly membership dues for the duration of the Agreement.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement, shall become members of the Union or pay an equivalent service fee to the Union.
- D. If the Employee chooses not to exercise the payroll deduction for union dues option, then monthly dues or the equivalent service fee shall be paid on or before the tenth (10th) day of the month in which they fall due.
- E. Employees who shall tender an initiation fee, if required, (and if not already a member) and the periodic dues uniformly required shall be deemed to meet the conditions of this Section 2.

## ARTICLE I

- F. Employees who do not elect to become members of the Union shall pay, in lieu of initiation fee and periodic dues uniformly required, a service fee which shall be equivalent to the regular dues. They shall then be deemed to meet the conditions of this Section 2.
- G. Employees shall be deemed to be in compliance with the meaning of this Section 2 if they are not more than sixty (60) days in arrears in payment of membership dues or service fees.
- H. The Employer shall be notified in writing by the Union of any Employee who is sixty (60) days in arrears in payment of membership dues or service fees.
- I. Failure of Employees covered by this Agreement to comply with provisions of this Section 2 shall at the conclusion of the grace period of sixty (60) days referred to in Section H. above and upon receipt of written request and proof of failure to comply from the Union, the Employer shall terminate employment of such Employee.



## ARTICLE II

### DEDUCTION OF UNION DUES AND/OR AGENCY, SERVICE OR INITIATION FEES

**Section 1:** The Employer hereby agrees to deduct dues and/or agency, service, or initiation fees of the individual employee to the Union to the extent and as authorized by the laws of the State of Michigan and by such employee upon the following terms and conditions. (For purposes of deduction of union dues the term employee shall be construed to include probationary employees whose assignments are appropriate to this unit.)

- A. Each employee who desires to have such dues and/or agency or service fees deducted from his earnings, shall execute the "Authorization for Deduction of Union Dues and/or Agency, Service or Initiation Fees" form in full, in triplicate.
- B. The Employer shall place such deduction or deductions in effect at the second pay period of the month following receipt of same and continue in accordance with the terms and conditions set forth in the Authorization.
- C. The Employer shall transmit such deductions together with a list of the employees paying same to the financial officer of the Union designated in writing by the Union and shall do so as soon as possible after the deduction but not later than the tenth (10th) day of the following month.
- D. The Employer shall notify the Union Steward of termination of employment of the dues paying employee or of the revocation, alteration or amendment by the employee of the authorization in accordance with the terms thereof.
- E. The "Authorization for Deduction of Union Dues and/or Agency, Service, or Initiation Fees", hereinafter set forth when executed, shall be binding upon the employee for the duration of this Agreement, except that any employee may revoke, alter, or amend such authorization by notice in writing to the Employer within the thirty (30) day period prior to the expiration of this Agreement, failing in which, the original authorization shall be automatically renewed under the same terms and conditions for the life of the subsequent contract.
- F. It is understood and agreed that the provision for Deduction of Union Dues and/or Agency, Service or Initiation Fees, the benefit of the employees requesting same and the Employer is under no obligation to demand or request that employees authorize such deduction as a condition of employment and further, that the obligation of the Employer does not extend beyond that hereinbefore set forth.

**ARTICLE II**

G. The following form shall be utilized as authorization for such Deduction of Union Dues and/or Agency, Service or Initiation fees:

**MACOMB INTERMEDIATE SCHOOL DISTRICT  
44001 GARFIELD  
CLINTON TOWNSHIP, MI 48038-1100**

**DATE**

**AUTHORIZATION FOR DEDUCTION OF UNION DUES AND/OR  
AGENCY, SERVICE, OR INITIATION FEES**

**DUES**

I, \_\_\_\_\_, the undersigned, as an employee of the MACOMB INTERMEDIATE SCHOOL DISTRICT in the Department and Unit of \_\_\_\_\_ do hereby request and authorize the MACOMB INTERMEDIATE SCHOOL DISTRICT to deduct the following sums of money from my earnings, once each month, from the second pay of the month and do so each month thereafter:

and to pay same to \_\_\_\_\_ for agency or service fees and/or dues as the representative selected by me and as the exclusive bargaining representative for all employees in the above unit.

The foregoing authorization shall continue in full force and effect unless and until my employment is terminated or until thirty (30) day period the undersigned shall have the right to revoke, alter or amend the above authorization, failing in which same shall be automatically renewed under the same terms and conditions for the life of the subsequent contract.

Employee's Signature

Address

Department or Unit

**ARTICLE III**

**EMPLOYEE RIGHTS**

**(Including excerpts Act 379 of P.A. 1965, as amended)**

**Section 1: Right to Organize (Section 9, Act 379)**

It shall be lawful for public employees to organize together or to form, join or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their public Employers through representatives of their own free choice.

**Section 2: Unfair Labor Practices (Section 10, Act 379)**

It shall be unlawful for a public employer or an officer or agent of a public employer:

- A. To interfere with, restrain or coerce public employees in the exercise of their rights guaranteed in Section 9.
- B. To initiate, create, dominate, contribute to or interfere with the formation or administration of any labor organization provided that a public employer shall not be prohibited from permitting employees to confer with it during working hours without loss of time or pay.
- C. To discriminate in regard to hire, terms or other conditions of employment in order to encourage or discourage membership in a labor organization.
- D. To discriminate against a public employee because he has given testimony or instituted proceedings under this Act.
- E. To refuse to bargain collectively with the representatives of its public employees, subject to the provisions of Section 11.

**Section 3: Use of Building**

The Union and its representatives may have the right to use the MISD buildings at all reasonable hours for meetings provided that when special custodial service is required, the Board may make a reasonable charge therefor. No charge shall be made for use of rooms one (1) hour before the commencement of the business day nor until 6:00 P.M. of that business day. Such use will require that the Union follow

## ARTICLE III

the established building scheduling procedure. The administration shall not be required to open buildings on days or at times they are normally closed. The Union shall assume the liability for and hold the administration harmless for any damages resulting to persons or property from internal meetings at which administration is not present, unless damages have resulted from building defects.

### **Section 4: Bulletin Boards**

The Union shall have the right to post notices of its activities and matters of Union concern, excepting public political campaign materials, on the bulletin board provided by the Employer. Said notices also may be circulated through office mail service.

### **Section 5: Furnishing Information**

The Board agrees to make available to the Union, in response to reasonable requests, information concerning the financial resources of the district, tentative budgetary requirements and allocations, etc. that will assist the Union in developing intelligent, accurate and constructive programs on behalf of the employees, together with information which may be necessary for the Union to process any grievance or complaint. The Union agrees to reimburse the Employer for the cost of labor and materials expended to comply with this section. Nothing contained herein shall require the Board to compile materials in ways they are not normally compiled.

### **Section 6: Listing of Salaries of Employees**

Upon request by the Union Chapter Chairperson the Employer agrees to furnish semi-annually a listing of classifications and salaries of bargaining unit members. Updating this list will be the responsibility of the Union. The Employer will make available the necessary data, or afford reasonable access to the records.

### **Section 7: Use of Telephone**

The Chapter Chairperson and/or the four Stewards shall be entitled to use a phone for union business in the Transportation Manager's office provided such usage does not interfere with office operations.

### **Section 8: Copies of Agreement**

Copies of this Agreement shall be printed at the expense of the Board and shall be presented to all personnel covered by this Agreement. New employees shall receive a copy at the time of employment.

**ARTICLE IV**  
**MANAGEMENT RIGHTS**

**Section 1:** The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and to promote and transfer all such employees.
- C. The Union recognizes the Employer's rights to manage its affairs and direct its work force.
- D. The Union agrees that its members will not engage in activities during working hours that may detract from their productivity.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the United States.

## **ARTICLE V**

### **STEWARDS AND ALTERNATE STEWARDS**

#### **Section 1: Stewards**

- A. Employees shall be represented by four (4) Stewards and one (1) Chapter Chairperson who shall be regular employees working in that group. The names of such stewards and chairperson shall be certified in writing to the Director of Employee Relations within one week of the effective date of the change. For representation during disciplinary hearings see Discipline, Discharge, Demotion and Suspension, Article XII, Section 2.
- B. The Union Stewards and/or Chapter Chairperson may be permitted to investigate and/or adjust grievance, provided all such work be at the end of the A.M. run and/or prior to the P.M. run or after the P.M. run. That said Stewards and/or Chapter Chairperson request and receive permission of the Employer's designate, that such investigation and adjustment shall require not in excess of thirty (30) minutes straight time pay (payable to one representative) on any work day and that such investigation shall not interfere with performance of duties.
- C. The Transportation Manager will advise the Union, in writing, of the management chain of command regarding individual matters, and will continue to provide subsequent changes in writing.

#### **Section 2: Special Conference**

- A. After ratification of the Agreement either party may request conferences to discuss matters which may arise from time-to-time which are of mutual concern to the parties. Both parties may be represented by a maximum of three (3) persons. However, the Union may add a council representative and the Employer may add an Employee Relations representative. Other additional witnesses may be arranged by mutual agreement.
- B. Discussion during such conferences shall be limited to problems indicated on a written request for such conference. However, contract alterations shall not be discussed except by mutual agreement of both parties. Any contract alteration shall take effect upon ratification of both parties. Conferences shall be held at the earliest opportunity following such request. Any language agreed upon by special conference must be ratified by the membership and the Board of Education.

## ARTICLE VI

### NEW EMPLOYEES

#### Section 1: Probationary Period

- A. Probationary period for new employees will be a period of ninety (90) working days during which new employees must serve on the job to during this period it is determined by the Employer that the employee's work habits or quality of work is not satisfactory, the Employer may dismiss the employee. There shall be no seniority among probationary employees.
- B. New employees hired who have been on substitute status continuously for six months and who have performed satisfactorily as a driver or transportation assistant for ninety (90) working days within that period will not be required to serve a probationary period for either transportation assistant or for driver.
- C. A probationary period served successfully for the determine their ability to perform duties assigned to them. If at any time position of transportation assistant shall not fulfill the requirements of the probationary period for the position of bus driver. An assistant who assumes the position of driver shall be subject to all of the provisions of "A" above as though he/she were a new employee except that such employee who would otherwise have been dismissed will instead be returned to the assistant classification.
- D. New employees will select a route from those vacancies available on their date of hire.
- E. Once a route is selected by a new employee it shall not be considered a vacancy.
- F. If an employee's probation is waived and a position is opened for bid, that employee shall have the option to bid on an open route before any employee with an earlier hire date whose probationary period has not been completed.
- G. Seniority within a classification is accrued from the first day worked in that classification after successfully completing a probationary period if applicable (see B above).
- H. Once an employee's probationary period is successfully completed, seniority shall be credited from the first day of hire and that employee shall be entitled to bid on posted routes or at route selection according to his or her seniority ranking.

## ARTICLE VII

### SALARY CONSIDERATIONS

#### **Section 1: Rates for New Jobs**

When a new job is created in the unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply.

In the event the Union does not agree that the rate is proper, the Union and the Employer shall meet to negotiate a proper rate.

#### **Section 2: Payroll Procedures**

All authorizations for payroll deductions will be made on appropriate available forms.

- A. Union Dues
- B. U.S. Bonds
- C. United Foundation
- D. Credit Union
- E. Any of the tax sheltered annuity carriers approved by the Personnel Department
- F. Any other mutually agreed upon items

#### **Section 3: Longevity Compensation Policy**

The Macomb Intermediate School District Board of Education hereby establishes a policy of payment of additional compensation to those employees having a record of long continued employment and service with the MISD as recognition of the value of experience gained by such length of service and to encourage same. All employees included in this bargaining unit shall be included in said policy.



**ARTICLE VII**

- A. Employee longevity shall be paid as per the following schedule, provided such employee qualifies as to length of service as per item 1:
  - 1. Eligibility of an employee shall initially commence when such employee shall have completed five (5) full years continuous employment on or before October 31st of any year.
  - 2. Credit shall be given retroactively for continuous employment years of service by MISD employees existent as of the effective date of this longevity policy.
  - 3. Employee longevity shall be paid as per the following schedule, provided such employee qualifies as to length of service as per item 1.

<u>STEP</u>	<u>CONTINUOUS YEARS SERVICE ON OR BEFORE OCTOBER 31</u>	<u>AMOUNT</u>
1	5-9	\$ 450
2	10-14	650
3	15-19	850
4	20-24	1,000
5	25 and over	1,200

- B. Longevity compensation shall be a separate and distinct annual payment to those eligible employees but shall be considered a part of the regular compensation and as such, subject to withholding tax, social security, retirement deductions and all other deductions required by Federal and State Law and the regulations and ordinances of the County of Macomb.
- C. Computations of longevity compensation shall be made by the Superintendent for the MISD and paid upon approval by the Board of Education of the MISD.
- D. Payments to employees eligible on October 31st of any year shall be due on December 10th following. The annual period covered in computation of longevity shall be from November 1st of each year through and including October 31st of the following year.

## ARTICLE VII

1. After having met the initial time requirements to be eligible for longevity pay, either full or half longevity payments will be paid in accordance with the following:
  - a. To receive a full longevity payment, an employee must have been on the employer's active payroll a minimum of ninety (90) days during the eligible longevity period (November 1 through October 31).
  - b. To receive one-half longevity payment, an employee must have been on the employer's active payroll a minimum of forty-five (45) days during the eligible longevity period (November 1 through October 31).
- E. Those employees who choose to retire at the end of the fall session or at the end of the summer session of a current school year and who qualify will receive their longevity stipend for that year in December.

**ARTICLE VIII**  
**GRIEVANCE PROCEDURE**

**Section 1: Definition of Grievance**

A claim by an employee or the Union that there has been a violation of any provision of this Agreement or the applicable laws of the State of Michigan and/or the Constitution of the State of Michigan or the United States.

**Section 2: Time Limits**

- A. Grievances shall be deemed invalid if not presented at the First Step within five (5) working days of the occurrence and if not appealed within the time limits set forth at each step.
- B. Extensions on time limits may be extended if mutually agreed upon by the parties in writing.

**Section 3: First Step - Oral & Written**

- A. The union representative and/or employee shall consult with the building principal or immediate supervisor to determine the proper party with whom a potential grievance should be discussed. The building principal or immediate supervisor shall so inform the union representatives and/or employee. This contact shall validate the grievance if made within five (5) working days of the occurrence.
- B. A "grievance meeting" shall then be requested by a union representative and/or employee with the supervisor or director for the action being grieved and having the authority to adjust that action (as indicated by the building principal or immediate supervisor). Following a request by the union or an employee, a meeting will be scheduled within ten (10) working days. The request shall stipulate that the discussion is to be a "grievance meeting". The request shall also stipulate what provisions of the contract or law have been violated. If the matter is resolved, no record shall be required. If the Union is not present the administration shall notify them of the outcome. Any resolution at this level shall be without prejudice and create no precedent.

## ARTICLE VIII

- C. If the grievance is denied or if no resolution is reached at the grievance meeting a union representative shall reduce the issue to writing, citing the contractual provisions and/or law violated and deliver it to the person with whom the said meeting was held within five (5) working days. The member of the administration with whom the meeting was held shall set forth his answer in writing and return it to the Union within five (5) working days.
- D. If the First Step, Oral and Written, is with the superintendent or his/her designee, an appeal may be made directly to the Board level.

### **Section 4: Second Step - Director of Business**

The grievance may be appealed to the Second Step by filing a copy of the original grievance and answer, along with the reasons for the appeal, with the Director of Business within five (5) working days of receipt of the written answer in the First Step. The Director of Business shall consider the issue and return an answer in writing within five (5) working days of receipt.

### **Section 5: Third Step - Employee Relations/Superintendent**

The grievance may be appealed to the Third Step by filing a copy of the original grievance and answer, along with the reasons for the appeal, with the Director of Employee Relations within five (5) working days of receipt of the written answer in the Second Step. The Superintendent and/or his designee and/or the Director of Employee Relations may meet with the union representatives and shall respond in writing within ten (10) working days of receipt.

### **Section 6: Fourth Step - Board of Education**

- A. A grievance may be appealed to the Fourth Step by filing a copy of all materials exchanged at the lower steps, along with reasons for the appeal, with the Director of Employee Relations within five (5) working days of receipt of the written answer at the Third Step.
- B. At a regular meeting within thirty-five (35) calendar days after receipt of the appeal, the Board of Education shall hear the grievance. Either party may request, and both may agree to conduct the Board level grievance hearing before a sub-committee of two (2) Board members. The Union shall be given notice of the hearing date and upon request, may introduce testimony and

## ARTICLE VIII

argument in support of the grievance at the hearing. No later than at its next regular meeting after the hearing the Board shall make its decision on the grievance. Such decision shall be communicated in writing by the Board or its sub-committee within five (5) working days to the Union.

### **Section 7: Fifth Step - Arbitration**

- A. Within thirty (30) calendar days after receipt of the answer at Step Four, the Union may move the grievance to arbitration by notifying the Employer and AFSCME Council 25 of their intent to arbitrate. The parties shall then attempt to mutually select an arbitrator.

If within thirty (30) calendar days from the Union's notice of intent to arbitrate, an arbitrator has not been mutually selected, the grievance may then be appealed by AFSCME Council 25 to the American Arbitration Association to be processed in accordance with its voluntary labor arbitration rules.

- B. Any arbitrator selected shall have only the functions set forth herein. The scope and extent of the jurisdiction of the arbitrator shall only extend and be limited to those grievances arising out of and pertaining to the respective rights of the parties within the four (4) corners of this Agreement and pertaining to the interpretation thereof. He shall be without power and authority to make any decision, contrary to or inconsistent with or modifying or varying in any way, the terms of this Agreement or of applicable laws or rules or regulations having the force and effect of law. The arbitrator's decision shall be in writing.
- C. Fees and approved expenses of an arbitrator will be paid by the parties equally.
- D. To the extent that the laws of the State of Michigan permit, it is agreed that any arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved and the Employer and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such arbitrator.
- E. The Employer and the Union each shall bear the full costs for its representative counsel in the arbitration.

## ARTICLE IX

### TRANSPORTATION AND SCHEDULING PROCEDURES

#### Section 1: Scheduling

- A. Drivers' schedules will be set by the Employer. Routes will be timed and estimated prior to the beginning of the school year. Adjustments will be made throughout the year as necessary. Unless circumstances dictate otherwise, the employer will inform the union of any change that could cause bumping or layoff prior to change being implemented.
- B. If a driver or transportation assistant runs over or under their bid time (except for student absenteeism) for four (4) consecutive weeks during the fall session or two (2) consecutive weeks during the summer session, the employee shall request a time adjustment in writing. If an audit is necessary, the audit will be done within two weeks of the written request. If the audit is not done or the Employer has not responded to the request in the two week period thereafter, the driver shall be given the time (for purposes of calculating holiday pay, sick pay and vacations) until such time as the supervisor can audit the run. The Transportation Manager shall prepare a "Notification of Audit" explaining the types of activities that may be reviewed during such audit, and shall explain the procedures at each route selection time, and provide each driver and transportation assistant with a written copy. Drivers shall be informed that the employer may audit a route at any time during the year. Should a driver be audited, he/she shall be notified of the results.
- C. Normally route packets will be distributed five (5) working days prior to route selection to the union representatives and three (3) working days prior to route selection to the employees with hours, buses, names, addresses, types of chairs, car seats, restraints, and safety vests, provided this information is available. Transportation assistants and their hours will be included. In order to best serve the needs of students, Drivers and Transportation Assistants will be informed when there is relevant health and behavior information to review. Medical information, if available, will be included in the route book before the student is transported. Drivers and Transportation Assistants are responsible for reviewing information about students assigned to their route. Personally identifiable information about students and their families is confidential and may not be disclosed (shared with anyone else). Both parties understand that last minute address changes, late bus deliveries, etc. will occur.

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- D. Fall route selection for bus drivers shall be scheduled during the week before fall session begins. Transportation Assistants shall select their routes on the following work day. The route selection dates will be posted in the transportation office the first Monday in June, if the school calendar is available. If school is not in session, the driver's route selection will be divided into an a.m. and p.m. session. If a calendar is not available, employees will be notified as soon as the calendar is published. Selection of routes shall be according to seniority. Any route established during the school year will have a bus assigned to it before the route is posted, if possible. New routes will go into effect at the beginning of the school year. Labor Day shall be paid at new route hours.
1. Dry runs will be mandatory unless exempted by a supervisor. Bus drivers and Transportation Assistants will report to work at their regularly scheduled time on the last workday prior to school starting in the fall (excluding the Friday before Labor Day). This day will be utilized for practice routes and preparing the assigned bus and equipment for the route.
  2. Extra work for Bus Drivers and Transportation Assistants (organizing equipment) if available will be posted on route selection day and awarded by seniority.
- E. The summer route selection shall begin the first Monday in June for Drivers and the following work day for Transportation Assistants. The summer route selection will be conducted in the same manner as the fall session. New routes will go into effect at the beginning of the summer program. The time limit for the bid packets are in "C." above.
- F. Attendance at route selection is mandatory unless exempted by the Transportation Director. The request to be exempted from route selection must be submitted to the Transportation Director or designee in writing no later than the workday prior to route selection.

If the employee wishes someone else to choose their route for them a form will be provided by the Transportation Director including the reason, the name of the proxy employee, the proxy employee's signature and the requesting employee's signature.

In case of a last minute emergency, you must make direct contact with the Transportation Director.

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If an employee does not attend route selection and has not been exempted he/she must take an open route. If there is no open route, the employee will bump the least senior employee in that classification.

In the event of extraordinary circumstances, the employee may ask for the reinstatement of his/her bumping rights. The reinstatement of bumping rights of an employee absent from route selection will be determined by the Transportation Director.

- G. Tentative lists of dates for proposed half-days and non-student days (other than holiday breaks) shall be supplied to the Transportation Department by the respective schools as they become available. This shall not preclude subsequent revision by the schools.
- H. If a new run becomes available after route selection that could be attached to an existing route, as determined by management
  1. The new run will be posted and awarded to the highest senior driver/TA whose route is eligible and would not exceed 8 hours or if none to the route that would have the least amount of overtime not to exceed 1 hour overtime per day.
  2. If a driver and TA are needed, the current route assignments will be taken into consideration for eligibility. If the highest senior driver and TA cannot meet to complete the assignment, the employee with the highest district seniority will be awarded the assignment with the highest senior employee who can meet the eligibility requirements. If none of the applicants can meet the eligibility requirements with the highest senior employee, then proceed to the next highest senior employee who applied for the work and is eligible for the work. (EXAMPLE: A Bovenschen driver and Peters TA could not do the same work).
  3. Once a run is assigned, it becomes part of the route.
  4. If none of the applicants are eligible, the new run will be assigned to the lowest senior person whose route is eligible.
- I. When a run lasts for more than sixty (60) working days, it shall not be considered a temporary run but shall be posted and bid as a permanent run



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J. When drivers and/or transportation assistants lose their fifth (5th) day due to teacher in-service days, any extra work shall be offered to them before a substitute, providing it does not constitute overtime pay.

K. Break Time After Unloading

Employees shall not be paid in excess of seven (7) minutes for time spent in a school building after students have been unloaded.

L. Route book maintenance is the responsibility of the driver. However, before driver updates route book, he/she must obtain prior approval if additional pay is requested. Management will attempt to provide, if available, the following information for route books:

- Special equipment such as car seats, safety vests, backward seat belts, and straps.
- Information regarding loading and unloading of students at facilities.
- Beginning and ending times for mainstreams assigned to routes.
- Information as to whether there is a Transportation Assistant on the route.
- Relevant medical information about students.
- Road maps of the county will be provided as requested by drivers.
- A copy of directions to Center schools and all county schools will be made available.

M. Special conditions regarding students will be shared with transportation personnel if available. Drivers and transportation assistants will be informed of students that require special equipment. As determined by management, appropriate training will be provided (i.e., bulb syringe, oxygen suctioning or CPR or other conditions as prescribed by a medical doctor). Drivers will also be informed of students assigned to their routes who are identified as medically fragile, prior to route selection and/or if assigned after route selection. Training will be made available as part of normal in-service activities.

N. If a route is scheduled for four days with a mandatory show-up on the fifth day, the minimum hours for that fifth day for the purpose of Board paid days off as well as short-term and long-term disability, shall be based upon the regular route hours for the four day week, and that day shall be considered a part of the regular route. In addition, that Driver/TA shall be scheduled for the highest available

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hours for that day, by seniority, with the Flint Driver/TA and shall be entitled to field trips and extra hours when eligible, based upon the equalization of hours chart.

### Section 2: Mainstream

A mainstream shall be defined as the transporting of students to or from a local district or Center program school. In addition, students who are in the Center program on a part time basis (i.e., shortened day per IEPC) may be defined as mainstreams.

- A. Mainstream students will be assigned to routes before route selection, whenever possible, and bid as part of the regular schedule. Management will attempt to assign mainstream routes so as to be within 6.5 miles of the morning drop off school or the first afternoon pick up school, whichever is applicable. Management will attempt to schedule mainstreams so as not to cause a route to go into overtime. However, drivers/TAs may bid on a posted Mainstream that would take them over eight (8) hours per day. Mainstreams will be assigned to routes causing the least amount of overtime, not to exceed one (1) hour.
  1. New mainstream students will be added to existing mainstreams whenever possible based on routing efficiency. Routing efficiency, including but not limited to factors such as miles traveled, time of travel, availability of route, restriction of overtime, coordination with other mainstream students, or utilization of layover time.
    - a. Priority for assignment of new mainstream students will be given to drivers/transportation assistants who have lost previous mainstream students resulting in a loss of time.
    - b. Whenever possible, new mainstream students that are assigned to existing mainstream routes will be done on a rotation basis, providing routing efficiency on the routes is equal and there is not added cost to the district.
  2. If existing mainstream routes cannot service new mainstream students, a new mainstream route will be established. This new mainstream route will be posted for two (2) days and awarded to a driver/transportation assistant whose route allows him/her to do the mainstream route without going into overtime. (Exception per Article IX, Section 2, A.) Management will attempt to assign new mainstream routes so as to be within 6.5 miles of the morning drop off or the first afternoon pickup, whichever is applicable. Priority will be given to a driver/transportation assistant who has previously

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lost a mainstream route.

- a. Assignment will be based on the following criteria:
    1. Routing efficiency as defined in paragraph 1 above, to driver/TAs servicing the nearest center program school.
    2. The mainstream route does not conflict with regular a.m. and p.m. route.
    3. Seniority.
  - b. If no one bids on the mainstream route, management will assign to the lowest seniority driver/TA fulfilling the criteria in the above paragraph 2.
3. In addition to the above criteria in paragraph 2, it shall be understood that:
- a. A mainstream that starts immediately after the a.m. route will be assigned to a driver at the nearest school served by MISD buses to the first pick up point on the mainstream.
  - b. A mainstream route that begins at base and returns to base will be assigned by seniority to a driver/T.A. whose regular route times do not conflict with the mainstream route, and the driver/T.A. can complete the route without going into overtime. (Exception per Article IX, Section 2 A)
  - c. A mainstream route that begins at base and ends at the beginning of the p.m. route, shall be assigned to a driver/T.A. by seniority whose p.m. route starts at the nearest school serviced by MISD buses to the last drop off point on the mainstream.
4. A driver's/TAs daily pay for mainstream will be for actual time on the route. The driver/T.A. shall not be paid for a mainstream if student(s) do not attend. However, if the driver/TA reports to the dispatcher and there is work available management will attempt to assign work to make up the lost time. Mainstream will be considered part of the daily run time schedule for the purpose of holidays, board paid sick days, disability, personal business, bereavement days, and other benefit days.

Note: Management will not take work away from another employee who has been previously assigned.

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5. Once a mainstream route is assigned it becomes part of that regular route.
6. All new mainstream assignments shall be posted and a copy given to the union.

### **Section 3: Special Assignments, Run Times**

#### A. Special Assignments

A special assignment shall be defined as the transporting of students, on a regularly scheduled basis, for the purpose of MISD curricular instruction not available within the confines of the school building in which they are housed.

1. At any route selection, special assignments shall be selected by eligible drivers on the basis of seniority. Eligibility shall be defined as follows:
  - a. Assignment is within 6.5 miles of last morning drop off.
  - b. A midday assignment originating from the driver's first P.M. assigned school.
  - c. Midday shall be defined as the time from the end of the morning run to the beginning of the p.m. run.
  - d. The driver has no conflicting run.
2. In the event assignments cannot be assigned as described above, the following expanded eligibility will be used:
  - a. Assignment is outside 6.5 miles of last morning drop off, however, within a timeline, as determined by management, in consultation with the union (reference extended eligibility in the Transportation Procedure Manual).
  - b. The driver has no conflicting run.
3. In the event there are still no drivers who volunteer for this special assignment, it will be assigned by management to the lowest senior eligible driver.
4. It will be the responsibility of the driver assigned to run the special assignment until that special assignment ends.

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### **EXAMPLE:** Swimming and bowling assignments

5. In the event that a driver who is assigned to a special assignment is absent from his/her regular route, the special assignment will be regarded and treated as a field trip per Section 11 above. If a driver is absent for three (3) consecutive weeks, a temporary assignment shall be posted for two (2) days and assigned by seniority and eligibility as outlined above. The temporary assignment will remain in effect until the regular driver returns to regular duty. The temporary assignment can be relinquished in order to secure a permanent assignment at which time the temporary assignment will again be posted.
6. As new special assignments occur they will be posted and awarded to highest seniority driver, subject to Sections 1 through 3 above, who bids and who has the fewest number of special assignments.
7. If a special assignment is discontinued permanently, the driver can bump the low seniority driver with a special assignment provided they meet the eligibility requirements in "1." above.
8. If a mainstream is posted for bids between the regular runs, a driver shall have the right to give up a special assignment to gain the mainstream. Conversely, a driver shall have the right to give up a mainstream to gain a special assignment.
9. An exception to the above shall be routes identified at route selection as those which have mandatory mainstream or special assignments due to the early start time of the work, if necessary.
10. If a new special assignment is posted for bid that runs "straight through" the time between regular runs, a Driver shall be entitled to give up a "drop" special assignment or one that is scheduled every other week to gain that longer special assignment, provided he/she meets the eligibility requirements in "1" above.
11. Management will fill a special assignment of an absent driver at Lutz School with a sub driver. Sub drivers will be assigned to the shortest special assignment or field trip available. If the trip is over 6.5 miles from the originating school the sub driver will operate the entire trip. Trips less than 6.5 miles from the originating school will be operated as drop offs. A sub driver will drop the group, a benefit driver will return the group at the scheduled return time.

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### B. Run Times

If personnel from the bargaining unit are utilized for route driving for the purpose of establishing run times it shall be done on a seniority basis.

### Section 4: Special Transportation

Special Transportation shall be defined as the transportation of students to and/or from school, but not during the regular a.m. or p.m. route time. These students will be scheduled in the following manner:

- A. Students transported to or from school, but not during the regular a.m. and p.m. route time shall be scheduled on a mainstream route.
- B. Students transported to and from school but not during the regular a.m./p.m. route shall be scheduled with the regular route and if student is removed from the route, driver/TA may be entitled to bump per Article IX, Section 4, Reduced Run Bump.
- C. Students who are temporarily scheduled for Special Transportation (i.e. few days/weeks) shall be posted as extra work assignments chargeable to equalization chart.
- D. If a special transportation run becomes available after route selection that could be attached to an existing route as determined by management:
  - 1) The special transportation run will be posted and awarded to the highest senior driver/TA whose route is eligible and would not exceed 8 hours or if none to the route that would have the least amount of overtime not to exceed 1 hour overtime per day.
  - 2) If a driver and TA are needed, the current route assignments will be taken into consideration for eligibility. If the highest senior driver and TA cannot meet to complete the assignment, the employee with the highest district seniority will be awarded the assignment with the highest senior employee who can meet the eligibility requirements. If none of the applicants can meet the eligibility requirements with the highest senior employee, then proceed to the next highest senior employee who applied for the work and is eligible for the work. (EXAMPLE: A Bovenschen driver and Peters TA could not do the same work).
  - 3) Once a run is assigned, it becomes part of the route.
  - 4) If none of the applicants are eligible, the new run will be assigned to the lowest senior person whose route is eligible.

**Section 5: Transfer**

If, after route selection, a driver and/or transportation assistant is having difficulties with parents, students, or fellow employees which are irreconcilable, the Employer, employee(s), and the Union shall hold a meeting to attempt to resolve the problem. In the event that there is no resolution, it may be necessary to affect a lateral transfer (i.e. driver to driver, transportation assistant to transportation assistant) agreeable to all parties. The lateral transfer will not displace another employee without their agreement. It is understood that all drivers and transportation assistants have a responsibility to cooperate with one another and shall make every effort to work as a team.

**Section 6: Reduced Run Bump**

- A. Any driver/TA whose run, excluding mainstreaming, is reduced by one hour or more per day from the posted bid time or established time may:
  - 1. elect to displace an employee with less seniority, or
  - 2. elect to keep his/her present assignment.
- B. Any driver/TA displaced per "A." above may in turn:
  - 1. elect to displace an employee with less seniority, or
  - 2. elect to take the vacancy on the reduced run.
- C. Drivers subsequently displaced shall exercise the options in "B." above until:
  - 1. one elects to take the vacancy on the reduced run, or
  - 2. the low seniority driver is displaced with no other available option.
- D. Employees who have been bumped will have two (2) hours from the time of notification to make their bump choice. If an affected employee is absent the bump process will stop until such time as he/she returns to work. Scheduled route time will not be included in the two-hour time limit. If an employee is notified at the end of a work day of a bump he/she may notify management of the decision no later than two hours after returning from his/her next scheduled morning run. Employees who have been bumped shall be provided information as described in Article IX, Section 1C which will be available upon request in the Transportation Office. If for some reason the information is not available the employee shall be granted an extension of two hours after the information is

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made available.

The lowest senior employee will assume the remaining open position after the bumping process, if applicable.

Employees who have completed their bump process will begin their new routes on Monday of the following week.

Any remaining open routes shall be posted along with the adjusted hours needed to do the route. All drivers/TAs shall have the opportunity to bid for two (2) days, at which time the routes will be awarded by seniority.

- E. Any route that is increased by an hour or more excluding mainstream shall be posted for bid to employees and awarded by seniority. The displaced employee may elect to displace a less senior employee and begin the bump process.

### **Section 7: Act of God Days and Other Emergency Situations**

- A. On all days designated as Act of God Days (with the exception of snow days as discussed in "D." below) or emergency situations that result in school being called off, drivers and transportation assistants will not be paid and will not be required to call parents. In circumstances where routes are partially disrupted due to emergency situations, drivers and transportation assistants may be offered other work if available; otherwise, they may elect to take annual leave of absence or unpaid leave of absence.
- B. It is the obligation of all Drivers and Transportation Assistants to monitor media reports of inclement weather conditions and school closings. In the case of school closings, Management shall call the first available employee in each column of the fan-out sheet and shall activate a recorded voice message system to inform employees of school closings. If Management has fulfilled its obligation as described above, then only Drivers/Transportation Assistants whose scheduled report time is within an hour and a half of message activation and who report for work will be paid the two hour showup pay.
- C. When a driver or transportation assistant reports for work as scheduled without prior notification to remain at home and due to mechanical breakdown or any other unforeseen circumstances, his/her run is not available, he/she shall be assigned by the Employer to assist or drive on another run.
- D. Up to two snow days per year may be paid to drivers and transportation assistants for regular runs only, but not for field trips or special assignments. The Flint relief driver/transportation assistant shall be paid only if scheduled to work that day by the Transportation Department.



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### Section 8: Transportation Assistant

A. A transportation assistant is a person who is assigned to a route to assist with students because of specific conditions, as determined by management. On buses where transportation assistants are employed, the bus driver shall function as leader to the transportation assistant. The driver and the transportation assistant shall report directly to the Employer; however, it is understood that they should work as a team.

1. Routes requiring a transportation assistant shall be identified in the bid packet.
2. If an IEPC determines a student's medical condition requires additional staff during transportation, both the driver and the transportation assistant shall be trained and approved to meet the specific needs of the student. In the case of the absence of a trained/management approved bus staff member, a trained/management approved substitute shall be assigned\*. An updated record of trained/management approved substitutes shall be maintained in the transportation office and shared with the Union.

\* If there are no trained/management approved substitutes available, then there shall be one trained/management approved bus staff member working in the role of a transportation assistant.

3. Provisions shall be made for the transportation assistant to be able to observe the "medically fragile" students in face forward wheelchairs whenever possible.
4. In cases of extraordinary medical circumstance of a student, as determined by management, a cellular phone shall be provided to the driver.
5. Transportation Assistants will be eligible to drive the Transportation Department vehicles that do not transport students and do not require a CDL. In order to drive company vehicles, they must present:
  - a valid Driver's License
  - a historical driving record from the Secretary of State on an annual basis
  - a. The employee must notify the employer in writing of any change in driving status during the year.
  - b. Extra work shall be offered to individuals based on the Equalization Chart. Charges on the Equalization Chart will be based on Article IX, Section 12, D, 1, g, Extra Work.

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- B. Probationary period for bus driver assistants will be for a period of ninety (90) working days during which time the employee must serve on the job to determine his/her ability to perform assigned duties. If at any time during this period it is determined by the Employer that the employee's work habits or quality of work is not satisfactory, the Employer may dismiss the employee. Such action shall not be grievable. There shall be no seniority among probationary employees. It is understood that at the end of the probationary period the employee's seniority shall commence from the date of hire.
- C. A probationary period served successfully for the position of transportation assistant shall not fulfill the requirements of the probationary period for the position of bus driver found in Article VI of the Agreement. A transportation assistant who assumes the position of driver shall be subject to all of the provisions of Article VI as though he/she were a new employee, except that such employee who would otherwise have been dismissed will instead be returned to the assistant classification.
- D. When a driving vacancy occurs a transportation assistant may enter a bid during the two (2) day internal bidding procedure found in Article X, Section 14A. However, the assistant will receive consideration only for such residual vacancy as may remain after on roll drivers have been adjusted. To receive consideration for such residual vacancy, an assistant must be qualified. Determination of qualifications will be made by the Employer and his decision shall not be grievable.
- E. Transportation assistant shall be eligible for contractual benefits.

### **Section 9: Relief Driver**

- A. It is understood and agreed that the position of the Flint relief driver and transportation assistant shall be subject to the terms and conditions of this Agreement.
- B. The scheduled Friday and Sunday trips to Flint (schools for the blind and deaf) shall be posted and bid on the regular bid day. The driver bidding on this run shall work Friday and Sunday on the Flint run. In addition, the driver will be eligible for work in the A.M. and P.M. on Monday, Tuesday and Wednesday, and in the A.M. on Friday, when a substitute is needed to drive a school bus in the absence of another driver. The transportation assistant bidding on this run shall work Friday and Sunday on the Flint run. In addition, the transportation assistant will be eligible for work in the A.M. and P.M. on Monday, Tuesday and Wednesday, and in the A.M. on Friday, when a substitute is needed to fill a

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position created by the absence of a transportation assistant. In the event such scheduled run is discontinued, the Flint relief driver and transportation assistant shall have the right to bump as outlined in Article IX, Section 4 - Reduced Run Bump.

- C. The drivers/TAs who bid the Flint route shall begin their work week on Monday. Drivers and transportation assistants will be paid time and one-half (1-1/2) for the sixth and seventh day worked in said work week. If attendance is such that all substitutes are being used Monday through Friday (five days) the Flint route(s) will be posted by Thursday for Sunday work for bargaining unit employees. If any bargaining unit employees are scheduled for a four-day week or less they will be given priority over employees working five days. If substitute(s) assigned to the Flint route on Friday is reasonably expected to be needed on an afternoon route, the Flint route will be offered by general radio broadcast Friday morning to bargaining unit employees who are available.
- D. The Flint relief driver shall be entitled to field trips and extra work and charged the same as other drivers per Article IX, Section 12, provided the special run occurs during the regular work week of the relief driver.
- E. The Flint relief transportation assistant shall be entitled to extra work and charged the same as other transportation assistants per Article IX, Section 12, provided the extra work occurs during the regular work week of the relief transportation assistant.
- F. For the purpose of Board paid days disability leave, the rate of pay for Sunday shall be based upon the number of regularly scheduled hours for the Flint route. The rate of pay for the remaining days off shall be based upon the average of the scheduled hours on routes assigned to the employee for the previous four (4) days worked excluding Thursday and Sunday.

### **Section 10: Substitute Drivers**

When an employee is absent and a substitute is called in to fill the absence, the substitute will fulfill the scheduled driver's regular assignment for that period. Transportation assistants may, if qualified, be used as substitutes when needed and will be paid at the substitute driver rate or the transportation assistant rate, whichever is higher, for time worked in that position. This will be assigned by seniority on a rotation basis.

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### Section 11: Summer Driving

A second route selection will occur in the first full week of June. New routes will go into effect at the beginning of the summer program. A notice shall be posted by the employer from May 1 through May 15 for employees to indicate a desire to have the summer off or to time share.

- A. There is no express or implied guarantee that summer driving shall be available on either a part time or full time basis. If more drivers want to work than there are available routes, bidding will proceed by seniority until all routes are filled. Lower seniority drivers will then be considered unassigned. Unassigned drivers are not laid off and are not eligible for unemployment compensation. They continue to be employed by the district and to be eligible for such driving opportunities as their seniority entitles them. They continue to be eligible for fringe benefits. Prior to utilizing substitutes during the summer, management shall attempt to schedule unassigned drivers and transportation assistants to meet the needs of the district.
- B. If there are more routes available than drivers that want to work during the summer, the following process will be used to assign employees to the unfilled positions.
  - 1. If job share requests have been received, they shall be denied in reverse seniority order ranked by using the higher seniority driver of each team. The drivers whose job share requests have been denied shall have the option of taking the summer off or working a full route. This process would continue until all routes were filled. Transportation Assistants would follow the same process.
  - 2. If there are still unfilled routes, drivers/transportation assistants who have requested the summer off will be required to work in reverse seniority order.
- C. Transportation assistant shall be governed by provisions which are the equivalent of A. and B. above.
- D. After route selection, unassigned drivers/TAs shall sign a posted form indicating a desire to work.
- E. The employer shall attempt to assign open routes no later than one (1) hour prior to starting time (or 7:00 a.m. for a.m. routes and between 11:00 a.m. and 1:30 p.m. for p.m. routes).
- F. In the event there are more transportation assistant positions available than assistants who want to work, drivers may bid on the open positions in order of

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seniority. Pay will be at the transportation assistant rate. Seniority, however, shall continue to accrue on the driver classification.

- G. Summer job sharing arrangements, if available, may be developed in consultation with the union providing the department is able to fulfill the district's transportation obligations. Rules and regulations as determined by management will be shared with the interested parties.
- H. Summer relief driver and transportation assistant positions, if available, shall be posted for bid at route selection. The summer relief drivers and transportation assistants, as well as the Flint relief driver and transportation assistant shall be scheduled for work by seniority and shall have priority for assignments over:
  - 1. drivers/TAs whose bid routes are not scheduled for that day and indicated at route selection day in writing that they are willing to work all unscheduled days as assigned by management (i.e., AI whose routes are 4 days a week and are down 3 weeks, and Lutz single routes);
  - 2. regular employees who did not secure a route but indicated in writing that they are willing to work, and;
  - 3. substitutes.

### **Section 12: Summer Holiday Eligibility and Vacation Pay**

- A. An employee who does not successfully secure a summer route during the bidding procedure, and who accepts work as a classroom, custodial, lunch aide, Summer Extended Relief driver/TA or transportation substitute, and who works any days at all between the end of the ten (10) month school year and July 4th, and who works all days scheduled during that time, will be eligible for holiday pay for the Fourth of July. The July 4<sup>th</sup> holiday pay is payable at the rate of the employee's most recently worked day.
- B. Employees who are scheduled to have the summer off and who do not use two weeks of vacation during the summer will not be paid for the Fourth of July holiday per Article X, Section 2. This includes drivers who have not accrued two weeks of vacation.
- C. An employee who does not successfully secure a summer route but accepts work as a Summer Extended Relief driver/TA may use sick or disability days payable at the rate of his/her most recently worked day. The number of summer extended relief assignments, if any, shall be determined by the Transportation Director according to seniority and departmental needs and posted the second

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Friday after summer route selection. Any employee who works sporadically, but does not have a summer route or a summer extended relief assignment, is not eligible for disability pay during the summer session.

- D. During the negotiation of the 1984-1987 contract, a part of the 5% raise was allocated to provide additional paid days during the Fourth of July week. These days are not holidays. Consequently all transportation employees will be paid for these days. They will be paid at the established rate for the regular run during the ten (10) month school year.
- E. Drivers and transportation assistants who use vacation days will be paid either their bid time for the ten (10) month school year or their bid time for the summer run, whichever is higher.

### Section 13: Overtime

- A. Work in excess of eight (8) hours per day shall be compensable at time and one-half (1-1/2). Saturday, Sunday and holiday work shall be compensable at time and one-half (1-1/2) unless an employee is regularly scheduled to work on Saturdays or Sundays. Work compensable at time and one-half (1-1/2) shall be termed overtime.
- B. An exception to the above shall occur when regular drivers or transportation assistants are used as substitutes for the Flint run on a Saturday or Sunday in a week in which there are four school days or less. In this event regular drivers and transportation assistants utilized as substitutes on Saturday or Sunday shall not be paid time and one-half (1-1/2). Except as stated in Article IX, Section 9, C, no driver or transportation assistant will be eligible for the Flint run if the extra assignment would reasonably be expected to result in a work week longer than five (5) days.
- C. When these assignments become available, drivers/transportation assistants will be assigned from the equalization chart. In the event a driver's/transportation assistant's name comes up, but that driver/transportation assistant has worked five (5) days or is otherwise ineligible to sub the Flint trip as defined above, that driver/transportation assistant will be bypassed. He/she will not be charged for the missed opportunity.

### Section 14: Extra Work

- A. When extra work is necessary it shall be offered to members of the bargaining

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unit before being offered to substitutes. Extra work during emergencies shall be mandatory.

An emergency for the purpose of this section shall include, but not be limited to:

1. a mechanical breakdown, inclement weather conditions, or other like circumstances causing school to close early.
2. assisting another driver at a breakdown, accident, or student crisis on the bus.

B. Employees assigned to routes that are completed early in the a.m. or p.m. will be required to work additional routes if all substitutes available are assigned. The Union and Management will meet prior to route selection to identify routes on the list and to determine the number of early routes that will be left off the list. These employees:

1. must work extra routes before mechanics or supervisors are assigned to a route. However, anyone who has accrued 8 hours or more in a day shall have the option to refuse.
2. will be assigned in rotation when possible.

Routes included in this rotation will be identified prior to route selection. If a route is added to this list after route selection the driver/TA will be eligible to start a bump if they desire.

3. An employee who gives the transportation manager advance (day before) notice of conflicting commitments will be removed from the rotation list for that day.
4. These employees shall not be used in lieu of hiring substitutes to cover these extra routes.

C. In cases such as CPI classes, Advanced Bus Driver Training, Route Selection or other days requested by management and agreed to by the Union, a general posting for extra work will be posted. The work with the longest hours will be assigned to the eligible employee with the lowest hours on the equalization chart after field trips are assigned for the day. If there are no eligible employees from either the eligibility or expanded list who have signed the posting, management will assign the work to the employee with the lowest seniority on the eligibility list.

D. Employees whose route is scheduled for less than five days per week will be scheduled to substitute on the days their route is not scheduled, to make up the five days, if schools are in session.

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- E. When employees are on annual leave they will not be called for extra work.
- F. When employees are on annual leave they will not be called for excess hours other than in emergencies.

### Section 15: Field Trips

#### A. Field Trip Scheduling

1. A field trip is hereby defined as a MISD sanctioned bus trip that transports MISD students and is not a regular AM/PM special assignment, mainstream, staff shuttle or special transportation run.
  - a. A driver can sign up for any field trip which he/she is available. A driver is available if the field trip would not interfere with the normal bid run and the field trip is not more than 6.5 miles away from the morning drop off school.
  - b. Drivers shall be eligible whose first p.m. route leaves from the school that a midday trip services, in conformance with the equalization chart.
  - c. Midday shall be defined as the time from the end of the morning run to the beginning of the p.m. run.
  - d. In the event of a last minute change of times, destination or trip conditions, the administration will attempt to offer the trip to the lowest eligible person on the equalization chart by means of open mike or personal notification. The administration will not attempt to repost. The administration will not be obligated to assign a driver who previously bid.
  - e. The Union agrees that there may be times when it will be impracticable for MISD buses and/or drivers to be used on certain field trips. When this problem occurs the Employer and union representatives shall meet prior to the field trip to attempt to resolve the matters.
2. In the event assignments cannot be assigned as described above, the following expanded eligibility will be used:
  - a. Assignment is outside 6.5 miles of last morning drop off, however,



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within a timeline as determined by management in consultation with the union (reference extended eligibility in the Transportation Procedure Manual).

- b. The driver has no conflicting run.
3. In the event there are still no drivers who volunteer for this field trip, it will be assigned by management to the driver with the lowest seniority on the eligibility list.

### B. Field Trips – Notification

1. The Employer shall attempt to post field trip signup sheets including date, time, location and anticipated number of buses needed at least forty-eight (48) hours in advance of departure.
2. The Employer shall attempt to assign the field trip to a driver from the signup sheets according to date, time and anticipated bus number at least the day before the departure.
3. All refusals shall be charged as provided in Section C below. If a driver does not sign the signup sheet it shall constitute a refusal unless the driver is normally not available that day due to special assignment or length of regular run.

### C. Field Trip Substitutes

If a substitute driver is assigned to a regular driver's run which includes a field trip for that day, then the Employer shall initiate calls to contact the top two eligible regular drivers in rotation on the equalization chart and if they are not available or refuse to take the field trip, then the Employer shall use available drivers who volunteer for the assignment. If there are no volunteers, then management may use substitutes to fill the assignments.

### D. Fill the special assignments at Lutz School with sub driver.

1. Current practice has been for one single run Lutz driver to double both special assignments. The remaining driver takes the field trip. In the event of absenteeism the following parameters are used to fill the open work:
2. Sub drivers will be assigned to the shortest special assignment or field trip available. If the trip is over 6.5 miles from the originating school the sub driver will operate the entire trip. Trips less than 6.5 miles from the

## ARTICLE IX

originating school will be operated as drop offs. A sub driver will drop the group, a benefit driver will return the group at the scheduled return time.

### E. Charging on the Equalization Chart

#### 1. Field trip hours and extra hours shall be charged on a single list as follows:

- a. At the beginning of school in the fall and at the beginning of the summer program, all drivers shall have their charges reduced to zero on a new equalization chart.
- b. When a new employee is hired or an employee transfers to a new classification (such as transportation assistant to driver), he/she will automatically be given the average hours charged to current employees in the classification and the school that he/she drives for on the equalization chart. This shall also apply to people returning from leave of absence who do not have a bid route.
- c. Whichever driver/transportation assistant has the least amount of hours at a given time shall be eligible for the next assignment, subject to A.1 above. However, if more than one person has the same hours, the driver/transportation assistant with the most seniority shall be assigned.
- d. A driver who is unavailable due to a regular run shall simply be bypassed but not charged.

#### 2. Field Trips

- a. A driver who declines or refuses an opportunity or who fails to apply on the sign up sheet, who would have been eligible to take the assignment, shall be charged a refusal.
- b. A driver who signs the field trip sign up sheet and is awarded the trip, then refuses the trip will be charged double the posted trip time.
- c. Emergencies may be excused by the employer. In cases where the employer does not accept the excuse or where there is no excuse the charges will be doubled.
- d. The field trip sign up sheet charge will be based upon the scheduled pick up time at school, to the scheduled drop off time back at the school regardless of any travel time to/from base or other schools.

## ARTICLE IX

- e. Charges for refusals will be based upon the field trip sign up sheet time.
  - f. Charges on the equalization chart will be based upon information from the "Equalization Charge Form." This form must be turned into the office and date stamped on the day of the work.
  - g. Failure to turn in the "Equalization Charge Form" on the same day as the work will result in double the charge for posted work.
  - h. Drop offs will have a flat charge of two (2) hours total for refusal..
  - i. Failure to turn in the "Equalization Charge Form" on the same day as the extra work will result in a four-hour charge.
3. Special Assignments - Open (Driver Call Off)
    - a. A special assignment that you do but is not your special assignment will be charged as a field trip as outlined above.
  4. Mainstreams
    - a. When a driver does a mainstream that is not part of their regular route the charge will be:
      - from the scheduled pick up time for the first student to the ending time at the base, or,
      - from the scheduled starting time at the base to the scheduled ending time at the base, or,
      - from the scheduled starting time at the base to the drop off time of the last student.
    - b. Charges on the equalization chart will be based upon information from the "Equalization Charge Form." This form must be turned in to the office and date stamped on the day of the work.
    - c. Failure to turn in the "Equalization Charge Form" on the same day as the work will result in double the charge for posted work.
  5. Extra Work

## ARTICLE IX

- a. Flat charge of two (2) hours for anything not covered in the field trips, special assignments, and mainstreams.
  - b. Charges on the equalization chart will be made before the next day's extra work is assigned.
  - c. A list of extra work assigned will be kept by the administration.
  - d. Refusals other than on the same day of request will be charged by contract agreement at the posted hours. Only acceptances, not refusals, however, shall be charged for Sunday work or the Mt. Pleasant run.
  - e. Charges on the equalization chart will be based upon information from the "Equalization Charge Form." This form must be turned in to the office and date stamped on the day of the work.
  - f. Failure to turn in the "Equalization Charge Form" on the same day as the extra work will result in a four-hour charge.
  - g. Charges on the equalization of hours list will be at the hours listed by the administration..
  - h. Pay will be for the actual hours worked.
6. In the event an error is made so that a driver works out of sequence, the remedy will be to bypass that driver until the rest have caught up through the normal function of assigning driver.
  7. Eligible employees who are on board paid leave when work is scheduled will be charged a refusal.
  8. When an all day field trip or a field trip running concurrently with either the morning or afternoon run is scheduled, the equalization chart sequence shall be followed provided that a competent substitute driver as determined by the Employer is available to assume the regular driver's run.
  9. Any charges that are missed by the employer will be added to the equalization chart upon verification.
  10. Charges will be entered on the equalization chart in the morning prior to scheduling of the following day's work, except for mechanical breakdown (for example, computer system problems, power outage, etc.).

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### Section 16: Lutz Programs

- A. Lutz vehicles shall be defined as vehicles other than school buses that are used to transport Lutz School students to work sites where flexibility and mobility between work sites is needed. During the length of this contract the only students transported by these vehicles will be Lutz School students. The maximum number of vehicles for this purpose is four (4).
- B. The employer agrees that this work shall continue to be limited to the types of jobs required to meet the needs of Lutz School students (specifically dealing with flexibility and mobility between work sites) and shall not be expanded to include work assigned to the school bus drivers.
- C. A fifth vehicle shall be provided for the laundry.
- D. It is further agreed that one of the above vehicles may be used to assist at inter-site (i.e., present shuttle service for Regional Soccer). However, at the Mt. Pleasant Special Olympics, this vehicle is not to be used if the MISD bus and driver are available to transport students.

### Section 17: Payment for Non-Work, Cancellation, Meetings, and Drivers School

- A. Layover

When there is a half (1/2) hour or less between a regular run and a field trip or special assignment, the driver will be paid continuously and this time shall be allowed as a lunch period.

- B. Cancellation of Field Trips

If a field trip is cancelled, drivers are reassigned without loss of turn to the next field trip available.

- C. Half-Day Runs

When one-half (1/2) day sessions occur, the drivers shall be paid continuously because of insufficient time to return to compound. The drivers shall be allowed to use forty-five (45) minutes of this time for lunch break while the remainder shall be spent cleaning the bus or performing other duties as assigned by the Employer.

- D. Drug/Alcohol Testing

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The employer may implement reasonable rules for drug testing.

### E. Qualification Testing

An employee shall be paid for time spent qualifying which includes the Commercial Drivers License (CDL) administered through the Secretary of State's Office, the driving skills test administered through the county, and a physical examination. The employee will be entitled to compensation for a successful attempt on a written CDL test not to exceed two hours of compensation.

### F. Return Visits to Clinic

Employees shall be paid time for return visits to clinic.

### G. Meetings and Drivers' School

1. Transportation employees will be paid their regular rate of pay while attending drivers' school and all meetings called by the Employer.
2. Drivers and transportation assistants will be paid the regular rate of pay while attending meetings regarding student problems where the meeting has been scheduled by the administration and where the time spent in the meeting is in addition to the regular hours worked.
3. Drivers and transportation assistants who are required to wait at the end of their run for a meeting called by the administration will be paid for their waiting time, not to exceed one-half hour.

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### EMPLOYMENT CONDITIONS

**Section 1: Physical Examination, Knowledge Test, Driving Record, Driver Skills Road Test**

- A. Required physical examinations, knowledge tests, driving record provisions, and driver skills road tests shall meet and comply with the required procedures, conditions, and restrictions set forth in Section 257.316a of the Michigan Compiled Laws, as amended and all rules, regulations, and procedures promulgated by the State Board of Education pursuant to the above law.
- B. Each employee at the discretion of the Board shall, prior to entering upon his/her employment or upon return from leave of absence or upon return from sick leave, submit to a physical examination by a physician designated by the Employer and such examination shall be at the Employer's expense.
- C. All drivers and transportation assistants of school buses shall submit annually to a physical examination as permitted by law and required by the Employer. The physician(s) will be designated and approved by the Board. The Board will pay the full cost of the required physical examination for bus drivers and transportation assistants, provided they be given the physical examination by the physician(s) designated by the Board. The Employer shall notify bus drivers and transportation assistants thirty (30) days in advance of physical examination being due.
- D. If a valid TB test is required of all employees, test results must be submitted to the Personnel Office as required. The TB skin test must be provided at the Employer's expense as well as chest x-rays for those employees that must take them.

**Section 2: Commercial Driver's License (CDL)**

- A. Current Commercial Drivers Licenses (CDL), along with any state required endorsements, are required of all personnel driving school buses. The Board will prepay the employee for the license and testing fees if requested eight (8) weeks in advance. New hires will be reimbursed at the end of their probationary period provided they then are retained in a driving capacity.
  - 1. Persons failing to renew the CDL at expiration date or failing to pass the MISD required skills test shall be considered ineligible to drive. Persons failing the test after their third attempt will be eligible for the next open transportation assistant position for which they are qualified at the transportation assistant rate or to substitute as a transportation assistant at

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the substitute rate.

NOTE: Persons substituting do not accrue seniority or fringe benefits.

2. A former driver who obtains a current CDL within 90 days of failing the test and who has been serving as a transportation assistant or substitute may exercise his/her seniority rights accrued as a driver to bid on the next open position or at the next route selection. In the event there are no open transportation assistant positions and the former driver fails to meet the qualifications of a school bus driver as mandated by state law within 90 days, such person may at the discretion of management be placed on a leave of absence without pay for one year or until such time as a transportation assistant position opens, whichever occurs first.
3. Any driver who has had a chargeable accident will take a CDL test (Pre-trip, skill and road tests).
4. An employee shall be paid for time spent qualifying for the driving skills test (CDL) administered through the county, a physical examination, and any additional tests that may be required. The employer will provide at the employee's request one-on-one assistance for no more than two (2) hours a day not to exceed a total of four (4) hours. This will be paid time. Any additional practice time will be unpaid time.
5. A driver who fails the MISD required skills tests shall be prepared to be retested within five working days from the previous attempt. However, if no one is available to help the driver prepare, the manager shall grant an extension upon the employee's request.
6. The Employer may select certified drivers to help other drivers prepare for the CDL Driver's Skill Test.
  - A. If it is determined by management that there is a need for drivers to assist with CDL training a notice shall be posted for two (2) days. Employees who are interested shall submit notification to the employer in writing.
  - B. Employees who are considered equal in qualifications by the employer will be selected by seniority. The Employer, in determining qualifications, shall consider the employee's employment history including, but not limited to, testing such as CDL or other applicable testing, driving record, rapport with public and employees, communication skills and attendance.
  - C. Employees assisting with training must follow established training procedures. If the employee's training performance is not satisfactory to



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the employer the employee will not be utilized.

- D. Employees who assist with training must be willing to train all year (summer inclusive) whenever there is a need. Summer training will be on a voluntary basis. If there are no volunteers, the lowest seniority train(s) will be required to train.
  - E. Time in excess of the regular route shall be charged on the equalization chart.
  - F. It is understood that CDL training/assistance is not exclusive bargaining unit work.
7. It is understood that if a provision of this collective bargaining agreement conflicts with state or federal laws that such laws will supersede.

**Section 3: CDL Testers**

- A. CDL Testers shall meet the requirements of third party examiners, under the State Department of Transportation guidelines.
- B. CDL Testers shall be eligible for field trips and extra hours, and special assignments provided they meet the eligibility requirements under those sections.
- C. All CDL testing time, including related paperwork, shall be charged on the equalization chart provided it exceeds the Tester’s regularly scheduled bid time.
- D. Bargaining unit CDL testers shall be paid at their current driver's rate.

**Section 4: Holidays**

- A. The Board will grant all employees the following holidays:
 

Good Friday	Thanksgiving	Day after Christmas
Memorial Day	Day after Thanksgiving	New Years Eve
4th of July	Day before Christmas	New Years Day
Labor Day	Christmas Day	
- B. Should a holiday fall on Sunday, Monday will be considered the holiday and if the holiday falls on Saturday, Friday will be considered the holiday. To be paid for said holidays employees must work the last scheduled work day before and

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the first scheduled work day after or be approved by the Employer for not working such days.

- C. To be paid for said holidays employees must work their full shift the last scheduled work day before and the first scheduled work day after, or be approved by the Employer for not working such days.
- D. Ten (10) month drivers and transportation assistants who are scheduled to have the summer off and take two (2) weeks or more vacation pay during the unscheduled two (2) months will be entitled to holiday pay for the 4th of July holiday.

### **Section 5: Contract Days**

- A. Employees will receive five (5) contract days during Easter week.
- B. Employees will receive four (4) contract days during the 4th of July.
- C. Employees will receive three (3) contract days during Christmas week.\*
- D. These are not holidays.
- E. Six (6) of the above paid days resulted from the 1985-1986 settlement wherein other units received a 5% increase. Transportation allocated 2.6% to purchase the six (6) days. They received a 2.4% increase in that year.
- F. Another six (6) of the above paid days resulted from the 1986-1987 settlement wherein other units received a 5% increase. Transportation allocated 2.6% to purchase another six (6) days. They received a 2.4% salary increase in that year.

### **Section 6: Personnel File**

- A. An employee shall be permitted to inspect and copy any material in his/her personnel file with the exception of credentials and references normally sought at the time of employment. The employee shall make an appointment with the Personnel Department. A member of the Personnel Department shall be present when the employee inspects said file. The employee may be accompanied by a

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\***For the 2004/2005 school year only:** The third contract day between Christmas and New Years will be applied to the Friday before Labor Day, September 3, 2004

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member of the Union if desired.

- B. The employee shall initial all evaluation reports acknowledging he/she has read it prior to insertion of such material in the personnel file and may submit a response which shall be kept in said file. The employer will make available to employees copies of forms that are developed and used in the evaluation process.
- C. Test materials and results showing test scores must be kept in each employee's personnel file and shall be available to the employee for review.

### **Section 7: Seniority**

The Union shall not represent probationary employees for any purpose except as required by law. Dismissal of a probationary employee is not grievable. Upon completion of his/her probationary period, the employee will be considered to have seniority computed from the first day of employment. An employee's seniority is understood and agreed to be the length of service acquired and shall start and accumulate from the last hiring date of said employee.

### **Section 8: Loss of Seniority**

- A. The employee resigns.
- B. The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- C. The employee is absent for three (3) consecutive working days without approval of his/her Employer. After such absence, the Employer will send written notification to the Union and the employee at his/her last known address; notifying the employee that his/her employment has been terminated, except in extenuating circumstances acceptable to the Employer.
- D. Failure to return from sick leave and leaves of absence will be treated the same as item "C." above.
- E. Failure to meet the qualifications of a school bus driver mandated by the state within one year after such failure.
- F. Retirement under Michigan Public School Employees Retirement Fund.

**Section 9: Freezing of Seniority**

Freezing of seniority, whereby an employee neither accumulates more nor loses what has already been accumulated, shall take place when:

- A. An employee has been off work for one year due to personal injury or illness.
- B. An employee has been off work for a total of one (1) year in the last three (3) contract years (September 1 - August 31).
- C. An employee has been off work for two years due to work related injury.
- D. Upon leaving a job classification, seniority earned shall be frozen.
- E. In the event an employee from one classification bids into another classification within the unit an employee's seniority shall be frozen on the old classification and begin with day number one on the new classification. A bus driver who bids on a posted position of assistant shall not carry accumulated seniority to the new classification, but in the event of a subsequent bid back to bus driver, shall resume seniority originally accumulated. An assistant who bids on a bus driver vacancy shall not carry accumulated seniority to the new classification, but in the event of a subsequent bid back to assistant, shall resume seniority originally accumulated.

**Section 10: Resignation**

Resignations shall be in writing and shall be effective as of the date indicated. Once submitted to and acknowledged by the Personnel Department the resignation shall not be rescinded by the employee without the express consent of the Superintendent. The employee shall give ten (10) working days notice. Failure to do so shall result in forfeiture of any earned vacation time.

**Section 11: Retirement**

The Employer shall continue the benefits as provided by the presently constituted Michigan Public School Employees Retirement Fund provided by the Statutes of the State of Michigan provided the Employer shall pay the employee's retirement contributions (5% of gross earnings) as per Act 244, P.A. 1974, commencing September 1, 1975.

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### **Section 12: Automobile Allowance**

Employees who use privately owned automobiles in pursuit of their duties shall be reimbursed at the rate established by the Board for the contract employees providing that such use shall be previously authorized in writing by the Employer's designate.

### **Section 13: Bus Safety Check and Warm-up**

Drivers will be allowed fifteen (15) minutes in A.M. and ten (10) minutes in P.M. for safety check.

### **Section 14: Other**

- A. Drivers and transportation assistants will be provided with information on each child he/she transports.
- B. Drivers and transportation assistants will have use of a school telephone for emergency purposes only.
- C. The Board will supply each driver and transportation assistant with cleaning materials for maintaining bus and will supply Kleenex to use for children.
- D. Once every three (3) years drivers and transportation assistants will be provided with a winter jacket which they will be required to wear during working hours in the winter. The color shall be mutually agreed upon.
- E. A copy of the MISD policy book shall be forwarded to the Union Chapter Chairperson provided that management of this book shall be governed by the rules and regulations covering all MISD policy books, including return during the summer months for review and updating.
- F. In lieu of "D." above, once every three years drivers and transportation assistants may be provided with a winter jacket and sweater or rain jacket which they will be required to wear during working hours in winter provided:
  - 1. the clothing combination shall cost no more than \$175.00.
  - 2. the color shall be mutually agreed upon.
  - 3. all drivers and transportation assistants shall elect the same option.

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4. drivers and transportation assistants have been bargaining unit employees for one (1) year.
- G. A minimum of six (6) hours per year of in-service training will be provided at a time or times deemed appropriate by the Employer.
- H. The employer shall provide at least five (5) workings days' notice for in-services except when in-services are scheduled on days when students aren't scheduled to attend. Employees will be notified if there will be a scheduled lunch break or if they should bring their own lunch.
- I. An opportunity to have first option to offer a proposal if the MISD Board of Education should seriously consider contracting with a private company for transportation services.

### Section 15: Continuing Education

With recommendation of his/her department head and prior written approval of Employer, an employee may be reimbursed for tuition paid for successfully completed hours of study which are related to his/her job assignment which have been offered through a fully accredited institution. Said tuition reimbursement will be made upon presentation of evidence of successful completion provided both recommendation and written approval preceded his/her enrollment in said course.

### Section 16: Vacancies, Layoff, Recall, and Transfer

#### A. Vacancies

1. When a vacancy in the Transportation Department shall occur the Employer shall open this vacancy for bidding for two (2) working days.. Bids will be accepted from qualified drivers or transportation assistants who qualify for the position:

#### **EXAMPLE:**

Driver to Driver Transportation Assistant to Transportation Assistant

The bidding procedure will continue until vacancies are filled. Placement on the job will take place the first Monday of the new pay period. The Board will, if necessary, post and hire a new employee to fill the vacancy that remains. Except for unusual circumstances, or an employee on sick leave, posted positions will be filled within thirty (30) working days after the end of the posting period.

2. When a vacancy has existed in the Transportation Department for ninety (90) working days due to illness or leave of absence, the Employer shall

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implement the above bidding procedure if the Employer has not already exercised its option to do so prior to this time.

3. The applicant must sign for the vacancy with the Employer's designate, thereby signifying his/her interest in the vacated position. Qualifications, performance and ability being equal, the seniority of the employee will then receive first consideration.
4. Management shall post a resultant open position within ten (10) working days from the time the bidding process has been completed.
5. Employees returning from extended illness or leave of absence may be placed in an opening on the classification until such time as it is posted pursuant to Article X, Section 16, A.2. or if there is none, shall bump the lowest probationary or seniority employee on the classification pursuant to "B" below. Returning employees may not bid on the route they had prior to the beginning of the most recent short-term disability when the route is posted as a result of their absence.
6. An employee who returns from a leave of absence, within the first 90 calendar days of such leave shall be entitled to exercise his/her seniority rights to bid/bump onto a route within his/her classification for which he/she is eligible.

### B. Layoff

1. There shall be two (2) separate seniority lists. The classification seniority list will govern layoff and recall. The district seniority list (date of hire) will govern benefits. As used in the Section, seniority describes years of service within a job classification.
2. For purposes of bumping, job classification seniority prevails:
  - a. Drivers can bump only drivers.
  - b. Transportation assistants can bump only transportation assistants.
  - c. The only exception that would occur would be when an employee has worked the other classification and that service is noted on the Personnel records. In this case there are two (2) possible bumps:
    1. Within classification.

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2. Across classification (i.e. the employee must exhaust seniority within present classification first).
3. In the event of layoff, the order of layoff shall be first substitutes; next, temporary employees; next, probationary employees; next, transferees who are still on probation in the job classification to be reduced; next, other employees within the job classification in accordance with their seniority.
4. The Board will provide the transportation employees with seven (7) calendar days notice in writing prior to any layoff. The Board shall provide a list of affected employees to the Chapter Chairperson prior to or on the same day as notice of any layoff procedure.
5.
  - a. Voluntary layoff will be accepted.
  - b. Recall will occur in reverse order of layoff for voluntary layoffs.
6. Current contract as per Article X, Section 14C governs recall with the exception of voluntary layoff.
7. A laid off employee can substitute at substitute rate; no benefits.
8. Retraining would be offered.

**EXAMPLE:** Train transportation assistants to drive; put laid off employee on substitute lists as para-professionals, custodians, clerical staff, as interested and qualified.

### C. Recall

Recall Procedure: When the working force is increased after layoff, employees will be recalled according to seniority and without loss of seniority as defined in Section 5. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If employee fails to report for work within ten (10) days from date of mailing of notice of recall, his/her employment shall be considered terminated.

### D. Transfers

1. If an employee is transferred to a classification under the Employer not



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included in the unit and is thereafter transferred again to a classification within the unit, he/she shall not accumulate seniority while working in the classification to which he/she was transferred.

2. Any employee who is transferred under the above conditions shall retain any seniority they had when leaving the unit for a period of one (1) year from the date they were transferred.
3. An employee who has bid from one classification to another within the unit shall have a period of twenty (20) working days to revert to his/her former position if he/she desires. The above twenty (20) day period will be extended for any absences.
4. An employee who has reverted or who has been reverted to his/her previous position shall receive the rate of pay of the former classification and shall resume the seniority originally accumulated in the former classification.
5. Employees reverting to former positions shall not be eligible to bid on another classification within the unit for a period of one (1) calendar year.

### **Section 17: Damage to Personal Property**

The Macomb Intermediate School District may reimburse an employee who suffers damage to personal property caused by the actions of a student up to \$30.00 per item (exception glasses) subject to the following provisions:

- A. This section applies to glasses and clothing damaged on any assigned duties.
- B. The amount to be reimbursed shall be the value of the item after depreciation for wear and age, not the replacement value.
- C. There must be no negligence on the part of the employee.
- D. The only appeal for a decision by the administration not to reimburse shall be to the Board of Education, which decision shall be final.
- E. The decisions of the Superintendent and/or Board shall not be grievable.

**Section 18: Health and Safety Committee**

- A. The Union and the Employer will together establish a committee which will investigate health and safety issues of concern to bargaining unit members.
- B. The committee, acting by consensus of all, shall make recommendations directly to the superintendent on policies and procedures that are related to bargaining unit members. The superintendent or his/her designee will respond to the concern of the committee and follow up in writing within twenty (20) working days.
- C. This committee will be made up of two (2) members selected by the Union and two (2) members selected by the Employer.
- D. This committee will meet a minimum of four (4) times per year. Additional meeting may be scheduled by the consensus of all. Consensus means the agreement of everyone.
- E. This committee may invite such expertise as may be needed. Resource persons attending are considered to be in a non-voting capacity.
- F. Additionally, if building and grounds conditions are placed on the agenda, the Supervisor of Building and Grounds or the Director of Business or his/her designee shall attend the meeting in a non-voting capacity.

## ARTICLE XI

### INSURANCE

#### Section 1: Medical/Hospital Insurance

- A. The Board shall provide medical insurance benefits equal to full family Blue Cross/Blue Shield MVF-1 plus Master Medical Health Care Insurance, the ML Rider, OB Rider, \$5.00 Prescription Rider and FAE-RC Rider; full family coverage being the employee's spouse and all dependent children to the age of nineteen (19) years. Carrier to be named by Board.
- B. The employee shall be provided the option of Blue Cross PPO with the following riders:
  - VST - Voluntary Sterilization
  - RM - Mammogram
  - RPS - Pap Smear
  - HCB-1 - Hospice
  - SOT-PE - Organ Transplant (pre-existing)
  - FAE-RC - Cost of Emergency Room (reasonable and customary)
  - \$5.00 Prescription Rider
- C. Employees hired after July 1, 1992, who work a minimum of 32.5 hours per week of regular bid route time will qualify for medical/hospital insurance comparable to Blue Cross/Blue Shield Comprehensive Major Medical, full family coverage--\$5.00 co-pay prescription drugs; \$250/\$500 deductible; full payment on reasonable charges after \$1,000 per year in co-payments. Employees hired after July 1, 1992, who work a minimum of 20 hours per week of regular bid route time will qualify for the option of choosing any of the HMOs.
- D. Beginning January 1, 2007, healthcare insurance (all options) will be provided to employees with prescription co-pay of \$5/10 (\$5 for generic prescriptions: \$10 for brand name).

## ARTICLE XI

- E. Beginning September 1, 2008, healthcare insurance (all options) will be provided to employees with prescription co-pay of \$10/20 (\$10 for generic prescriptions: \$20 for brand name).
- F. Effective upon ratification drivers and transportation assistants who are eligible for medical insurance benefits and elect not to select this fringe benefit will receive \$150.00 per month prorated, not to exceed twelve (12) months, payable monthly. In order for this plan to be implemented, 15% of the eligible employees must choose the option of not receiving health insurance. It is understood that if the number of eligible employees electing this option drops below 15% the program will terminate.
- G. It is understood that for those members whose spouse is also employed by the MISD, Option C (above) is not available because no savings are realized by the bargaining unit member dropping coverage. This section shall not affect cash-in-lieu of healthcare arrangements, in effect, prior to December 1, 2006.

### **Section 2: Prohibition of Medical Coverage**

It is further agreed that in the event the employee's spouse is provided with comparable medical and hospital insurance coverage by his/her employer, then Macomb Intermediate School District shall be relieved of its obligation agreement hereto attached, provided that at such time as employee's spouse shall have such coverage terminated for reason of layoff, discharge, resignation or death, Macomb Intermediate School District shall then reinstate the above medical and hospital coverage for its employee and provided further that in the event the employee shall refuse to execute the above referred to agreement or shall violate the terms of the agreement, then Macomb Intermediate School District shall be relieved of its obligations to the employee during violation period and be entitled to reimbursement by employee of any premium amounts paid by Macomb Intermediate School District on behalf of the employee during the period that employee's spouse was covered by comparable medical and hospital insurance coverage and if such reimbursement is not made by employee on demand therefore, Macomb Intermediate School District shall have the right to withhold such premium amounts from the compensation of employee until full reimbursement has taken place.

Whereas Article X, Section 2 of Employment Conditions of the Collective Bargaining Agreement entered into between the Board of Education of the Macomb Intermediate School District and AFSCME, Council 25 Local Transportation Employees, sets forth certain provisions to avoid a duplication of medical/hospital insurance coverage by Macomb Intermediate School District and a comparable coverage accorded the spouse of the employee of Macomb Intermediate School

**ARTICLE XI**

District, and whereas the undersigned is a member of the Collective Bargaining Unit represented by AFSCME, Council 25 Local Transportation Employees, and executes this Agreement pursuant to the provisions of the Collective Bargaining Agreement above set forth.

Now, therefore, it is mutually agreed by and between the undersigned employee and the Macomb Intermediate School District as follows:

- A. That the undersigned employee hereby represents that his/her spouse (does) (does not) have medical and hospital insurance coverage comparable to that provided by Macomb Intermediate School District.
- B. That if paragraph "A." above is answered in the affirmative the undersigned employee hereby authorizes Macomb Intermediate School District to terminate his/her insurance coverage.
- C. That employee hereby agrees to promptly notify Macomb Intermediate School District of any change in the insurance coverage of employee's spouse and in the event such change consists of a termination of the coverage accorded employee's spouse for any reason, then upon receipt of such notifications, Macomb Intermediate School District shall reinstate the employee to the medical/hospital insurance coverage provided for in the Collective Bargaining Agreement.
- D. It is further mutually agreed and understood that in the event the undersigned employee shall violate the terms of this Agreement, then Macomb Intermediate School District shall be relieved of the obligation to provide employee with medical/hospital insurance coverage during the violation period and shall be entitled to reimbursement by employee of any premium amounts paid by Macomb Intermediate School District on behalf of the employee during the period that employee's spouse was covered by comparable medical and hospital insurance coverage and if such reimbursement is not made by employee on demand therefore, Macomb Intermediate School District shall have the right to withhold such premium amounts from the compensation of employee until full reimbursement has taken place.

\_\_\_\_\_Employee

**Section 3: Life Insurance**

The Board shall provide without cost to the employee group life insurance protection which shall pay to the employee's designated beneficiary the sum of twenty thousand dollars (\$20,000) upon his/her death, with option to purchase additional life insurance in \$5000 increments through payroll deduction at employee's expense, with a cap of \$20,000, subject to the terms of the carrier. Provided further that protection shall pay an additional five thousand (\$5,000) dollars in the event of accidental death. The Board shall name the carrier.

**Section 4: Life Insurance for Retirees**

- A. The group life insurance carrier will make available to transportation employee retirees a plan for continued life insurance provided the Board of Education makes the premium payments...even though the retiree is required to prepay the Board for this expense on an annual basis.
- B. The plan provides for the individual to retain up to \$10,000 life insurance between the ages of 55 and 70. At age 70 the amount reduces to \$5,000. Coverage is subject to the following limitations and rules:
  - 1. The continuation of benefits for retirees will apply to Basic Life amounts only; supplementary and/or optional amounts will be terminated in conjunction with active employment.
  - 2. The maximum retiree benefit will be limited to \$10,000 or the current maximum amount, whichever is less.
- C. The definition of retiree is as follows:

Any employee retiring directly from the Macomb Intermediate School District employment at age fifty-five (55) or later, and has served the MISD as a transportation employee for not less than ten (10) years prior to such retirement.
- D. If the above carrier terminates this option, the parties will meet to resolve the matter.

**Section 5: Dental Insurance**

- A. The Board shall provide dental insurance without cost to the employee up to a maximum of \$22.51 premium per employee per month: 100% of treatment costs for preventive, diagnostic and emergency palliative (Class I) services and 50% of treatment costs paid by carrier on Class II benefits, with a \$750 maximum per person per contract year on Class I and II benefits, 50% of treatment costs paid by carrier on Class III (orthodontic) benefits, with a \$1,000 lifetime maximum. Carrier to be named by Board..

Note: Subject to the customary and reasonable charges as determined by the insurance company.

- B. An HMO Dental plan will be offered if the minimum number of participants enroll.
- C. Employees hired after July 1, 1992, who work a minimum of 20 hours per week of regular bid route time will qualify for the above insurance benefit.

**Section 6: Optical**

- A. Co-Op Optical - The employer shall provide co-op optical with the following features:

Benefits Include Yearly: A complete eye examination, by a licensed doctor of optometry, including screening for glaucoma.

Lenses in glass or plastic, with a prescription change: Single Vision, Bifocal thru D-35mm, Trifocal thru 7 x 28mm and Executive, Bifocal only.

Tint: Any single color tint in plastic lenses only, or Rose #1 or #2 in glass lenses. Prism Lenses, if required.

Every Two Years: The preceding benefits plus: A frame from our green, blue or orange Plan A selection. Lenses as previously described, no prescription change required.

Contact Lens Allowance: A \$130.00 credit toward the contact examination and the cost of contact lenses. For Post Cataract Patients: Full coverage of Kryptok

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\* In the 2005/2006 school year, the employer shall pursue self insured program at same/similar levels established with Co-Op Optical (not less than the levels negotiated for 2004/2005 school year).

## ARTICLE XI

Lenticular Lenses not covered by Medicare. Benefits are available to all covered employees and eligible family members, including spouse and all dependent children up to their 19th birthday, plus dependent college students up to age 25.

No Co-Payments or Deductibles

All benefits are provided at no charge to the patient.

If a patient selects an item not covered by the program or in excess of the program's benefit levels, the patient will be charged only the difference between the benefit allowance and the cost of the selected item.

BOARD TO NAME THE CARRIER PROVIDED BENEFITS ARE EQUAL TO OR BETTER THAN CO-OP OPTICAL.

- B. Employees hired after July 1, 1992, who work a minimum of 20 hours per week of regular bid route time will qualify for the above insurance benefit.

### **Section 7: Discontinuance of Premiums**

The MISD will discontinue the payment of premiums on health, dental, optical and life insurance at the time the individual is placed on long term disability and/or after one (1) year from date placed on Workers' Compensation.

### **Section 8: COBRA**

Insurance benefits are subject to the Federal Act entitled "COBRA". Employees are advised to consult the law, or inquire at Personnel for details.



## ARTICLE XII

### ABSENTEEISM/TARDINESS/DISCIPLINE

#### Section 1: Absenteeism

##### A. Attendance Policy

##### 1. Absenteeism

It is agreed by the Union and the Board of Education that in the interests of efficient operation, high morale, and safety - for the good of the students transported by the district, as well as for the good of the district and its employees - that regular attendance is both desirable and necessary.

The following sequence of discipline shall be followed for absenteeism:

Usage of six (6) Board paid sick days:  
(1<sup>st</sup> through 6<sup>th</sup> day) No discipline

One additional day off within six (6) months or less:  
(7<sup>th</sup> day) Verbal warning

Two additional days off within six (6) months or less:  
(9<sup>th</sup> day) Written warning

Three additional days off within six (6) months or less:  
(12<sup>th</sup> day) Reprimand +  
one day off without pay

Three additional days off within six (6) months or less:  
(15<sup>th</sup> day) Reprimand +  
three days off without pay

Three additional days off within six (6) months or less:  
(18<sup>th</sup> day) Reprimand +  
two weeks off without pay

Three additional days off within six (6) months or less:  
(21<sup>st</sup> day) Discharge

2. No employee shall be disciplined for time missed due to injury on the job, hospitalization, outpatient surgery, Board paid sick days, approved vacation, approved parental leave, jury duty, approved educational leave, illness in the family (per Article XIII, Section 9) bereavement leave or

## ARTICLE XII

personal business days. The Employer shall give consideration to authenticated emergencies. However, doctors' letters shall not constitute a defense for sporadic absenteeism.

3. A doctor's letter shall be required, however, for disability leave purposes.
4. In the event an employee has not been disciplined for one (1) calendar year or more, the last penalty shall be duplicated (meaning repeated) in lieu of progressing to the next. An employee who has not used in excess of the six (6) Board paid sick days each year for two (2) consecutive years shall be started back at verbal warning again.

### B. Call In

1. An employee shall call in to the Transportation Office to report a tardiness or absence from work for any reason, at least one (1) hour prior to starting time.
2. An employee who fails to report in a timely fashion shall not be granted sick days, sick leave, personal business, or vacation for the day.
3. An employee who fails to report in a timely fashion shall be subject to progressive discipline on the charge of "failure to call in." This is a separate charge from absenteeism or tardiness.
4. To avoid miscommunications, an employee shall make the call personally. No other person shall make the call for the employee unless the employee is physically unable.
5. The Employer shall make available to receive the call at the Transportation Office, a recording device or a transportation supervisor. If the recording device is not functioning during non-business hours, a call shall be made to a designated supervisor.
6. Employees who fail to call off at least one (1) hour prior to their starting time may be excused by the supervisor. In cases where the employer does not accept an excuse or where there is no excuse, discipline may be invoked.

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### C. Grace Period/Tardiness

There will be three (3) three-minute grace periods per month with respect to tardiness. These will be non-cumulative from one month to the next.

## **Section 2: Discipline, Discharge, Demotion, and Suspension**

- A. The employer, for just cause, may impose disciplinary action.
- B. Disciplinary meetings will be conducted in private and the employee and the Union will be given advance notice in writing that such meeting is being scheduled, stating the reason. The employer shall schedule disciplinary meetings for the earliest possible date. If scheduling conflicts occur, such meetings will be rescheduled as soon as practicable. An affected employee, however, will have the right in all such instances to request the presence of a union representative at the meeting. When such a request is made, the meeting will not proceed until the representative is in attendance. The parties will strive to have equal numbers of representatives in attendance.
- C. The employer will attempt to handle any disciplinary action in a manner that will not embarrass an employee.
  - 1. An employee waiving union representation must sign a waiver indicating that it pertained to a hearing on a particular date, and the Union will be given a copy of the waiver.
  - 2. The waiver will read: "I am waiving union representation for my hearing scheduled on     (Date)    ".
  - 3. The employer will furnish the union a copy of any disciplinary letter.
  - 4. Discipline, discharge, demotion, and suspension of an employee may be entered as a grievance beginning at the Second Step of the grievance procedure.
  - 5. In a hearing pertaining to discipline, discharge, demotion, or suspension, an employee shall be entitled to one union representative upon his/her request. The administrator conducting the hearing shall be entitled to have another administrator in attendance.
  - 6. The decision of the Board of Education to discharge a probationary employee shall be final and shall not form the basis for a grievance.

## ARTICLE XIII

### LEAVE PROVISIONS

#### Section 1: Annual Leave

Vacation will be earned for days worked. This will include vacation time, jury duty, Workers Comp, paid snow days and partial day worked.

1. Every full time employee shall be entitled to annual leave pay of .048 of a day for each day actually worked (or spent on vacation or jury duty) to a limit of ten (10) work days annually.
2. After five (5) consecutive years of service a full time employee is entitled to .071 of a day for each day actually worked (or spent on vacation or jury duty) to a limit of fifteen (15) work days annually.
3. After ten (10) consecutive years of service a full time employee is entitled to .081 of a day for each day actually worked (or spent on vacation or jury duty) to a limit of seventeen (17) work days annually.
4. After thirteen (13) consecutive years of service a full time employee is entitled to .095 of a day for each day actually worked (or spent on vacation or jury duty) to a limit of twenty (20) work days annually.
5. Annual leave days may be accumulated to forty-five (45) work days.
6. Annual leave days cannot be used by an employee until he/she has been on the payroll for six (6) continuous months. An employee who has been on substitute status continuously for six (6) months and who has performed satisfactorily for ninety (90) working days within that period shall be exempted from this provision.
7. Annual leave will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the Employer.
8. When a holiday is observed by the employee on a day other than Saturday or Sunday during the scheduled annual leave, annual leave will be extended one (1) day continuous with the annual leave.

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9. Once an annual leave of not less than one (1) week has been established, the employee may upon request receive any regular paycheck to be missed during said annual leave period on the last work day prior to that annual leave period.
10. An employee on annual leave shall be entitled to be paid for the same number of hours per day as are currently authorized for the regular morning and afternoon run. If a driver has not secured a run for the summer session and elects to take paid vacation during that time, the daily hours shall be established by the amount authorized for the preceding school year.
11. Ten (10) month employees who take vacation in a one week block during summer shall accumulate earned vacation time per formula while on vacation.
12. Twelve (12) month employees who take vacation during the summer shall be paid at the highest level of hours driven by the vacationing driver or transportation assistant, either on their summer assignment or on their regular year assignment.
13. Employees shall request vacation time two (2) weeks in advance, except for down days due to teachers in-service or other unpaid days when school is not in session.
14. The employee must submit a request to the employer for summer annual leave between May 16 and the Friday after summer route selection for consideration. The employer will grant or deny such requests no later than five working days following the deadline.
15. Annual leave requests can be submitted up to one year in advance.
16. Response to the request shall be given to the Transportation employee as soon as practicable after receipt of the request, not to exceed five (5) working days, excluding the provisions in paragraph 14 above. However, when there is a need to confirm or make advance reservations, or other special considerations the employee should speak to the transportation director prior to making the request to determine whether desired dates are available.
17. No annual leaves or personal business leaves will be approved for the first scheduled week of the fall session.

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### **Section 2: Maternity Leave**

An employee who returns from a leave of absence within the first 90 calendar days of such leave shall be entitled to exercise his/her seniority rights to bid/bump onto a route within his/her classification for which he/she is eligible. Maternity leave shall be governed by the provisions of "Sick Leave" in this contract.

### **Section 3: Parental Leave**

- A. An employee may request a parental leave for the purpose of attending a newly born or newly adopted child. Such request shall be submitted to and may be granted by the Board of Education. Such leaves may be up to one (1) calendar year. A one year extension may be requested and shall be granted at the discretion of the Board of Education. Two months prior to the expiration date of the leave, an employee must contact the Personnel Department to indicate whether they will or will not return to active employment.
- B. An employee who desires to return from parental leave earlier than originally requested shall submit a written request. An employee shall be reinstated to the first available vacancy on classification.
- C. An employee who returns from a leave of absence within the first 90 calendar days of such leave shall be entitled to exercise his/her seniority rights to bid/bump onto a route within his/her classification for which he/she is eligible.

### **Section 4: Jury Duty**

An employee shall be given paid leave when required to serve on a jury and/or subpoenaed to appear in court because of job related incident, provided any payment received shall be deducted from his/her salary.

### **Section 5: Educational Leave**

An employee with two (2) or more year's seniority may be granted an unpaid educational leave. Said leaves shall not exceed one (1) year.

An employee who returns from a leave of absence within the first 90 calendar days of such leave shall be entitled to exercise his/her seniority rights to bid/bump onto a route within his/her classification for which he/she is eligible.

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**Section 6: Sick Leave**

Employees shall be permitted to be absent from their duties with the Macomb Intermediate School District without loss of pay because of personal illness subject to the following conditions:

- A. Employees shall be granted six (6) days per year credited to his/her account on the first (1st) day he/she reports for duty each year. Said days are not accumulative from year-to-year.
- B. At the end of each school year, employees shall be reimbursed at the rate of 50% of the regular ten-month run, or the summer run, whichever is higher for each unused sick day to be issued in a separate check.
  - 1. Employees hired after March 1<sup>st</sup> shall be granted three (3) sick days to be credited to his/her account on the first (1<sup>st</sup>) day he/she reports for duty during the first contract year of employment. Thereafter said employee(s) shall be granted six (6) sick days per year as provided in Section A above.
- C. Commencing with the ninth (9th) day the Employer shall provide income protection insurance without cost to the employee for full time employees covered under this section in accordance with the following provisions:
  - 1. 70% of income to a maximum of \$2435 per month for 2006-2008 for fifty-two (52) weeks in case of sickness or accident. Benefits shall begin on the first (1st) day of hospitalization or outpatient, or the ninth (9th) work day of illness in any current year.
  - 2. Long term disability payments shall begin at the end of fifty-two (52) weeks in the amount of 60% of salary to a maximum of \$1774 per month for 2006-2008 according to the following schedule:

<u>Age at Disablement</u>	<u>Duration of Benefits (In Years)</u>
Less than 60	To age 65
60	5 years
61	4 years
62	3-1/2 years
63	3 years
64	2-1/2 years

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65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69	1 or until age 70

- D. Insurance company to be selected by the Board.
- E. To be eligible for pay under the provisions of this section, an employee must call in to report his/her absence one hour or more prior to his/her starting time.
- F. No sick days or sick leave shall be granted where the employee has previously requested the day(s) off as personal or annual leave and the request has been denied.
- G. No sick days or sick leave shall be granted where the employee has called in to report his/her non-attendance less than one (1) hour prior to report time.

**Section 7: Injury**

- A. Absences of less than seven (7) days resulting from a minor personal injury arising out of and in the course of employment with Macomb Intermediate School District shall not be deducted from the six (6) allowable days of absence providing the employee files at the Superintendent's Office within three (3) days of the injury a statement from his doctor stating the number of days he will be unable to work.
- B. Absences resulting from a major personal injury arising out of and in the course of employment with Macomb Intermediate School District which entitles the injured employee to compensation under the provisions of the Workers' Compensation Act shall be considered as follows:
  - 1. The Employer shall pay the difference between the amount paid to him by Workers' Compensation insurance and his regular salary for a period not to exceed the six (6) allowable days of absence provided that the employee turns into the Superintendent's Office for recording all Workers' Compensation checks received from the date of the injury to the expiration of the six (6) allowable days of absence.



**Section 8: Workers' Compensation**

- A. Workers' Compensation shall be provided as specified by law. In addition the Board may pay to the employee the difference between the amount paid to him/her by the Workers' Compensation insurance and his/her regular salary and may charge the employee's sick leave accumulation proportionately for a period equivalent (to the nearest one-half (1/2) day) to the supplementary payment.
- B. An employee receiving Workers' Compensation pay shall not work for an employer other than the Macomb Intermediate School District without first notifying, in writing, the Personnel Office of his/her current or prospective employment.

**Section 9: Illness in Family**

Employees shall be permitted to be absent from their duties from the Macomb Intermediate School District without loss of pay because of illness in the immediate family subject to the following considerations:

- A. A maximum of two (2) days annually may be used, chargeable against accumulated allowable days of absence as defined in Section 6 above. After allowable sick days are use, an additional two (2) days may be granted by the Superintendent because of illness in the immediate family.
- B. The immediate family for purposes of this section shall be defined as spouse, children, any person acceptable as an exemption on the employee's Federal Income Tax, or any person who makes his home with the employee and in the judgment of the Superintendent is economically, emotionally, and socially dependent on the employee.
- C. Absences shall be considered as necessary only when no other arrangements for care are possible.
- D. The "necessary care" must be such as would be prescribed by a physician or required by incompetence of the person requiring care.

**Section 10: Bereavement Leave**

- A. The employee shall be allowed up to five (5) working days as bereavement days, depending on travel time needed, not to be deducted from sick leave for a death in the immediate family. Immediate family shall be defined as:
  - 1. Mother
  - 2. Father
  - 3. Wife or husband
  - 4. Son or daughter
  - 5. Siblings
  - 6. Mother-in-law and father-in law
  - 7. Grandparents
- B. The Superintendent may extend provisions in instances of the immediate family when in his judgment the time limitation is not sufficient to allow for all the adjustments occasioned at the time of bereavement.
- C. The Superintendent may grant one (1) day leave to attend the funeral of a relative or close friend. Such leave shall not be deductible from the sick leave allowance.

**Section 11: Personal Leave**

Employees shall be permitted to be absent from their duties without loss for reasons of personal business subject to the following conditions:

- A. A maximum of two (2) days each year not chargeable against accumulated allowable days as provided shall be granted. Unused days shall not accumulate.
- B. Personal business shall be defined as that activity which requires the presence of the employee, the timing of which is beyond the control of the employee and reasonably cannot be conducted at any time other than during the duty day.
- C. Personal business days may not be used immediately prior to or subsequent to paid holidays or vacation periods except in emergencies as determined by the Employer.
- D. Requests for absences shall be submitted as follows:
  - 1. They shall be submitted in advance in writing to the employee's immediate

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supervisor stating reason for the request. Exceptions shall be made only in the case of emergency. The supervisor in determining whether or not to approve the request shall consider the requests of the employee and the efficient operation of the employer.

2. The employer may request documentation for personal leave days in the case of multiple leave requests for the same day, or in cases where doubt exists as to whether or not the criteria have been met.
  3. If the request is denied by the supervisor, the employee may appeal to the superintendent or designee.
  4. An employee shall be entitled to a copy of the written request at the time it is handed in. A response approving or denying the request will be made available as soon as practicable and, if denied, a note will be made as to why.
- E. At the end of each school year, employees shall be reimbursed at the rate of 50% of the regular ten-month run, or the summer run, whichever is higher for each unused personal leave day to be issued in a separate check..
- F. Requests for absence because of activities arising out of employment other than with the Macomb Intermediate School District or as a result membership in organizations shall not be approved.
- G. Employees who are asked by the Employer to represent the Macomb Intermediate School District at conventions, workshops, conferences and visitations shall be permitted to be absent from their duties without loss of pay and without charge against accumulated allowable days of absence.
- H. No annual leaves or personal business leaves will be approved for the first scheduled week of the fall session.

### **Section 12: Extended Health Leave**

- A. Extended health leave due to physical or mental causes not falling within the Sick Leave Policy may be granted by the Board of Education or its designate without pay upon request by the employee. Such request shall be in writing and shall be accompanied by a written evaluation by the attending physician. Such extended health leave shall be considered for renewal annually.
- B. Any employee who returns from a leave of absence, before ninety (90) calendar

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days, and who already has a route, will return to that route. An employee who returns from a leave of absence without a route assignment, within the first ninety (90) calendar days of such leave shall be entitled to exercise his/her seniority rights to bid/bump onto a route within his/her classification for which he or she is eligible. The returning employee must work in their classification ninety (90) calendar days to set their leave count back to zero. If the employee should go on another leave of absence within ninety (90) calendar days of their return (not to include board paid sick days) then their previous calendar day count will continue to accrue. If accumulated leave time exceeds ninety (90) calendar days, the employee, upon return to work, will be placed on a route per Article X, Section 16 (A)(5). (EXAMPLE, An employee on a leave for 80 calendar days, returns to work in his/her classification, then goes on another leave within 90 calendar days of his/her return, loses their route and the right to bump on the 11<sup>th</sup> calendar day of the second leave i.e., 80 + 11 = 91).

### **Section 13: Family Medical Leave Act (FMLA)**

It is understood that employee rights established under the FMLA are not diminished by this agreement.

### **Section 14: Union Leave**

A seniority member of the Union elected to attend a convention may be granted a maximum of five (5) work days without pay. It is understood that no more than two (2) such members may be allowed to attend a union convention in any contract year.

### **Section 15: Conference - Workshops**

With recommendation of his/her department head and prior written approval of Employer an employee may be granted a maximum of five (5) days during each school year without pay deduction to attend conferences, workshops, or institutes in connection with his/her employment with reimbursement for reasonable expenses incurred by such attendance. If the estimated reimbursable expense is in excess of \$35.00 per person, the prior approval of the Board of Education will also be required.

**DURATION OF AGREEMENT**

This agreement shall become effective on September 1, 2006, and shall continue in full force and effect until August 31, 2009, and from year-to-year thereafter.

In the event either party wishes to terminate this Agreement or modify or amend any article or clause hereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the terminal date of this Agreement. The modification or amendment of any specific article or clause shall not affect the remainder of this contract.

If no notice of termination or modification is given by either party as provided for herein, then this Agreement shall automatically continue in full force and effect from year-to-year.

IN WITNESS WHEREOF, the MACOMB INTERMEDIATE SCHOOL DISTRICT, an Intermediate School District of the State of Michigan, has caused the foregoing Agreement to be executed by the President and Secretary of said INTERMEDIATE SCHOOL DISTRICT and the INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, and COUNCIL 25, and its affiliate LOCAL UNION NUMBER 2598, has caused the foregoing Agreement to be executed by its duly constituted officers, all having signed on the date and year first above written.

**BOARD OF EDUCATION  
MACOMB INTERMEDIATE SCHOOL DISTRICT  
COUNTY OF MACOMB**

**INTERNATIONAL UNION AFSCME  
COUNCIL 25  
LOCAL 2598**

\_\_\_\_\_  
President

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chapter Chairperson

Dated this November 8, 2006



**Salary Schedule**

**2006-2007 and 2007-2008**

Position	2006-07		2007-08	
	2.0% Increase	New Hourly Rate	2.0% Increase	New Hourly Rate
<b><u>BUS DRIVERS</u></b>				
Probationary	\$ 0.30	\$ 15.15	\$ 0.30	\$ 15.45
Remainder of First Year	\$ 0.31	\$ 15.91	\$ 0.32	\$ 16.23
Beginning of Second Year	\$ 0.33	\$ 17.01	\$ 0.34	\$ 17.35
Beginning of Third Year	\$ 0.35	\$ 17.84	\$ 0.36	\$ 18.20
<b><u>TRANSPORTATION ASSISTANTS</u></b>				
Probationary	\$ 0.27	\$ 13.72	\$ 0.27	\$ 13.99
Remainder of First Year	\$ 0.29	\$ 14.59	\$ 0.29	\$ 14.88
Beginning of Second Year	\$ 0.30	\$ 15.38	\$ 0.31	\$ 15.69
Beginning of Third Year	\$ 0.32	\$ 16.18	\$ 0.32	\$ 16.50

**Contract Duration and Annual Increase:**

2006 – 2007 2.0%

2007 – 2008 2.0%

2008 – 2009 Wage Reopener

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