

**July 1, 2008 to June 30, 2010**

**A G R E E M E N T**

**between the**

**BOARD OF EDUCATION OF  
THE FRASER PUBLIC SCHOOLS DISTRICT**

**and the**

**AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
MICHIGAN COUNCIL #25.**

**AND**

**LOCAL 3846,  
SUB CHAPTER 11  
TRANSPORTATION**

---

**THIS AGREEMENT**, entered into this 1st day of July, 2008, by and between the Board of Education of the Fraser Public Schools District, Macomb County, Michigan, hereinafter called the "Board," and the American Federation of State, County and Municipal Employees, Michigan Council No. 25, and Local No. 3846, Sub Chapter 11, AFL-CIO, the affiliated local union, hereinafter called the "Union."

**WHEREAS**, the laws of the State of Michigan (Act 379, P.A. 1965) authorize collective bargaining between public employers and employees with respect to hours, wages and terms and conditions of employment; and,

**WHEREAS**, the parties hereto, following extended and deliberate collective bargaining, have reached understandings which they desire to incorporate into a formal contract;

**NOW, THEREFORE**, in consideration of the following mutual covenants, the parties agree as follows:

## TABLE OF CONTENTS

	Page
<b>ARTICLE 1 - RECOGNITION AND DISCRIMINATION .....</b>	<b>1</b>
<b>A. RECOGNITION OF THE UNION .....</b>	<b>1</b>
<b>B. DISCRIMINATION .....</b>	<b>1</b>
<b>ARTICLE 2 – UNION SECURITY .....</b>	<b>2</b>
<b>A. AGENCY SHOP .....</b>	<b>2</b>
1. Payment by Check-off .....	2
2. P.E.O.P.L.E. Check Off.....	2
<b>ARTICLE 3 – MANAGEMENT RIGHTS .....</b>	<b>3</b>
<b>ARTICLE 4 - NO STRIKE NO LOCK OUT .....</b>	<b>3</b>
<b>ARTICLE 5 – UNION ACTIVITY .....</b>	<b>4</b>
<b>A. STEWARDS .....</b>	<b>4</b>
<b>B. RELEASE TIME .....</b>	<b>4</b>
<b>ARTICLE 6 - GRIEVANCE PROCEDURE .....</b>	<b>4</b>
<b>A. DEFINITION.....</b>	<b>4</b>
<b>B. PROCEDURE .....</b>	<b>5</b>
Step 1.....	5
Step 2.....	5
Step 3.....	5
Step 4.....	5
<b>AUTHORITY OF THE ARBITRATOR.....</b>	<b>6</b>
<b>C. GENERAL .....</b>	<b>6</b>
<b>D. DISCHARGE - SUSPENSION GRIEVANCE.....</b>	<b>7</b>
<b>ARTICLE 7 - VACANCIES .....</b>	<b>7</b>
<b>POSTING OF VACANT POSITIONS .....</b>	<b>7</b>
<b>ARTICLE 8 - CLASSIFICATION/RECLASSIFICATION AND JOB DESCRIPTIONS .....</b>	<b>8</b>
<b>JOB DESCRIPTIONS .....</b>	<b>8</b>
<b>ARTICLE 9 – WORKING CONDITIONS .....</b>	<b>8</b>
<b>A. INCLEMENT WEATHER.....</b>	<b>8</b>
<b>B. SCHOOL CALENDAR.....</b>	<b>8</b>
<b>C. IN-SERVICE .....</b>	<b>9</b>
<b>ARTICLE 10 – WORK RULES AND REGULATIONS .....</b>	<b>9</b>
<b>ARTICLE 11 - DISCIPLINE AND DISCHARGE.....</b>	<b>12</b>
<b>A. UNEXCUSED LATENESS .....</b>	<b>12</b>

B. WRITTEN REPRIMANDS, COMPLAINTS AND WARNINGS AGAINST EMPLOYEES .....	12
C. DISCHARGE .....	13
<b>ARTICLE 12 – SENIORITY .....</b>	<b>13</b>
DEFINITION .....	13
A. SUBSTITUTE EMPLOYEES .....	13
B. PROBATIONARY EMPLOYEES .....	14
C. SENIORITY LIST .....	14
D. LOSS OF SENIORITY .....	14
<b>ARTICLE 13 - LAYOFF .....</b>	<b>14</b>
A. DEFINITION .....	14
B. ORDER OF REDUCTION .....	15
C. NOTIFICATION OF LAY-OFF .....	15
<b>ARTICLE 14 - RECALL .....</b>	<b>15</b>
<b>ARTICLE 15 - LEAVES OF ABSENCE.....</b>	<b>16</b>
A. REASONS .....	16
B. APPLICATION .....	16
C. PAY AND INSURANCE BENEFITS .....	17
D. SENIORITY .....	18
E. RETURN TO WORK FROM A LEAVE OF ABSENCE .....	18
1. LEAVE OF ABSENCE FOR PERSONAL ILLNESS OR MEDICAL DISABILITY .....	18
2. LEAVE OF ABSENCE FOR FAMILY MEDICAL CARE .....	19
3. LEAVE OF ABSENCE FOR PERSONAL BUSINESS OR BEING ELECTED OR APPOINTED TO A UNION OFFICE .....	19
4. LEAVE OF ABSENCE FOR WORKER’S COMPENSATION DISABILITY .....	19
F. JURY OR WITNESS DUTY .....	19
G. LEAVE OF ABSENCE FOR MILITARY SERVICE .....	19
H. VACANT POSITIONS .....	20
I. EXTENSION OF LEAVE OF ABSENCE .....	20
J. GENERAL .....	20
<b>ARTICLE 16 – WORKERS’ COMPENSATION .....</b>	<b>21</b>
<b>ARTICLE 17 – INSURANCES .....</b>	<b>21</b>
A. MEDICAL INSURANCE .....	21
B. CAFETERIA PLAN .....	22
C. DENTAL INSURANCE .....	22
D. OPTICAL INSURANCE .....	22
E. INCOME PROTECTION INSURANCE .....	22
F. LIFE INSURANCE .....	23
G. REGULAR PART-TIME EMPLOYEE .....	23
<b>ARTICLE 18 - LEAVE DAYS.....</b>	<b>23</b>

A. LEAVE DAYS .....	23
B. BEREAVEMENT .....	24
<b>ARTICLE 19 - PAID VACATIONS.....</b>	<b>24</b>
<b>ARTICLE 20 - PAID HOLIDAYS .....</b>	<b>25</b>
<b>ARTICLE 21 – UNIFORMS.....</b>	<b>25</b>
<b>ARTICLE 22 - REIMBURSEMENTS .....</b>	<b>26</b>
<b>ARTICLE 23 - SUBSTITUTE DRIVERS .....</b>	<b>26</b>
DEFINITION OF DRIVERS .....	26
• REGULAR DRIVER .....	26
• SUBSTITUTE DRIVER .....	26
TEMPORARILY ASSIGNED SUBSTITUTE .....	27
<b>ARTICLE 24 - FIELD TRIPS.....</b>	<b>27</b>
FIELD TRIP LIST .....	28
<b>ARTICLE 25 - EXTRA HOURS LIST.....</b>	<b>31</b>
A. EXTRA HOURS LIST .....	31
<b>ARTICLE 26 - OVERTIME HOURS.....</b>	<b>32</b>
<b>ARTICLE 27 – RETIREMENT, RESIGNATION AND</b>	
<b>TERMINATION .....</b>	<b>32</b>
A. RETIREMENT.....	32
RETIREMENT CONTRIBUTION .....	33
B. RESIGNATION .....	33
C. TERMINATION .....	33
<b>ARTICLE 28 – RULES AND REGULATIONS .....</b>	<b>33</b>
<b>ARTICLE 29 - MISCELLANEOUS PROVISIONS.....</b>	<b>33</b>
A. POSTING OF NOTICES.....	33
B. COPIES OF AGREEMENT.....	33
C. GENDER.....	33
D. FLEXIBLE SPENDING ACCOUNTS.....	33
<b>ARTICLE 30 - LONGEVITY.....</b>	<b>34</b>
<b>ARTICLE 31 - GENERAL PROVISIONS.....</b>	<b>34</b>
A. DRIVERS WITH SPECIAL EDUCATION RUNS .....	34
B. BUS DRIVER TRAINING SCHOOL .....	34
C. BIDDING MEETINGS .....	34
D. SUBSEQUENTLY ESTABLISHED RUNS .....	35
E. BUMPING .....	35
F. ROAD TEST.....	35
G. MECHANIC’S TOOL ALLOWANCE .....	35
H. MAIL SLOTS .....	35

I. REVIEW COMMITTEE .....	36
J. LENGTH OF FIELD TRIPS .....	36
K. TWO (2) HOUR MINIMUM.....	36
L. ANNUAL MAP WRITING PAY .....	36
<b>ARTICLE 32 - SEVERABILITY .....</b>	<b>36</b>
<b>ARTICLE 33 – SUCESSOR AND DURATION OF AGREEMENT.....</b>	<b>36</b>
SUCCESSION.....	36
DURATION OF AGREEMENT .....	37
<b>TRANSPORTATION DIVISION - WAGE SCHEDULES .....</b>	<b>38</b>
2008-09 WAGE SCHEDULE.....	38
2009-10 WAGE SCHEDULE.....	38
<b>APPENDIX A .....</b>	<b>40</b>
AUTHORIZATION FOR DUES DEDUCTION .....	40
<b>APPENDIX B .....</b>	<b>41</b>
MEDICAL, DENTAL AND OPTICAL BENEFIT LEVELS .....	41
<b>SUMMARY OF LETTERS OF INTENT .....</b>	<b>42</b>
DRUG AND ALCOHOL TESTING .....	42
FIRST AID KITS.....	42
CONTRACTING OUT .....	42
MANAGEMENT DRIVING BUSES .....	42

## **ARTICLE 1 - RECOGNITION AND DISCRIMINATION**

### **A. RECOGNITION OF THE UNION**

1. The Board recognizes the Union as the exclusive bargaining representative of all full time and part time transportation and security employees, regular education drivers, special education drivers, mechanics and substitute drivers, but excluding supervisors, department heads and elected officials pursuant to MERC Case No. R 90 K-254. The parties agree that no provision of this contract shall apply to employees employed in the maintenance and custodial division, and no provision of the maintenance and custodial agreement shall apply to employees in the transportation department provided, however, that this language shall not be construed to prohibit employees covered by this agreement from submitting an application for employment for vacant positions in the maintenance and custodial division for consideration by the District when it is hiring maintenance or custodial employees.
2. 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 Constitutions 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 Constitutions.

### **B. DISCRIMINATION**

The Board and Union agree that they will not discriminate with respect to hire, seniority, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, national origin, ancestry, age or sex.

## **ARTICLE 2 – UNION SECURITY**

### **A. AGENCY SHOP**

#### **1. Payment by Check-off**

All employees covered by the terms of this Agreement shall, as a condition of continued employment with the District, execute an Authorization for Deduction of Dues or for deduction of a sum equivalent to the union dues as a service fee in accordance with applicable law, on or before the tenth (10th) calendar day following the thirtieth (30th) calendar day following the beginning of their employment or reinstatement in the bargaining unit. The Board will deduct from the pay of each employee from whom it receives an authorization the required amount of dues or service fee. In the event that any employee covered by the terms of this Agreement refuses or does not sign the above authorization, the Board agrees that the services of such employee shall be discontinued. The Union agrees to indemnify and hold harmless the Board from all liability, claims, damages and expenses arising out of the discontinuing of services or discharge of any employee who does not furnish the Board with an Authorization for the Deduction of Dues as provided above. Attached to this Agreement, marked "Exhibit A," is an "Authorization for Dues Deduction" form to be used for this purpose.

#### **2. P.E.O.P.L.E. Check Off**

The District agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the District and the Union.

The District agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted from the period covered by the remittance.

By allowing voluntary employee payroll deductions for the purpose of supporting AFSCME's PEOPLE campaign, AFSCME and employees of this bargaining unit (Local 3846) hereby acknowledge that the Fraser Public Schools does not in any manner support, condone, or endorse this political action committee nor any of its policies, platforms, or candidates either now or throughout the duration of this current collective bargaining agreement. AFSCME and Local 3846 agree to indemnify and hold harmless the District from all liability, claims, damages and expenses arising from any allegation or action that implementation of the check-off authorization/procedure above is unlawful or otherwise improper.



### **ARTICLE 3 – MANAGEMENT RIGHTS**

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, duty and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. to the executive management and administrative control of the school system and its properties and facilities, and the activities of the employees;
2. to hire all employees and, subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, and their dismissal or demotion; and to promote and transfer all such employees;
3. to determine hours of employment, duties, responsibilities and assignments of all employees under this Agreement, and the terms, and conditions of employment.

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

### **ARTICLE 4 - NO STRIKE NO LOCK OUT**

- A. During the term of this Agreement, neither the union, nor any of its officers or members will authorize, sanction, condone or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature, whether for purposes of changing, maintaining, or influencing wages, hours and/or terms and conditions of employment.
- B. The employer shall institute no lock out of employees during the term of this Agreement. In the event of a work stoppage, or curtailment of work, picketing or patrolling of work, the Board shall not be required to negotiate on the merits of the dispute, which gave rise to the stoppage or curtailment until the stoppage or curtailment has ceased.

In the event of a work stoppage, picketing, or patrolling or other curtailment, the Union shall immediately instruct the employees in writing that their conduct is in violation of this Agreement, that they may be disciplined up to and including discharge, and instruct all persons to quit the conduct. The Board shall have the right to discipline up to and including discharge of any employee who instigates, participates in or gives leadership to any activity herein prohibited.

## **ARTICLE 5 – UNION ACTIVITY**

### **A. STEWARDS**

The employees shall be represented by a Chapter Chairperson and a chief steward in the transportation department.. Notwithstanding their position on the seniority list, in the event of layoff, the chapter chairperson and the chief steward shall be continued at work without regard to their seniority as long as there is a bargaining unit position for which they are qualified to perform. The chapter chairperson and the chief steward referred to above shall receive the rate of pay for the position in which they are placed at the time of a layoff.

### **B. RELEASE TIME**

Upon approval of the director or designee, Union representative may be released from their regular duties during their working hours without loss of pay to investigate reported grievances and to present grievances to the employer representatives, provided that such release does not interfere with the employee's regular assigned duties.

1. A total of four (4) days per year may be granted to the union for the purpose of attending educational conferences, conventions, and membership meetings subject to the following provisions.
2. Any unused release days from the total of four (4) days shall not be cumulative from year to year.
3. No more than two (2) members of the union may use the above release days on the same day.
4. Union representatives using release time on days they are scheduled for overtime or field trips shall be passed over without being charged.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

### **A. DEFINITION**

A grievance is a complaint about an act or condition, which affects the welfare, or working conditions of employees covered by the terms of this Agreement, or a complaint that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

## **B. PROCEDURE**

Grievances shall be presented and adjusted according to the following procedure:

### **Step 1.**

In the event the matter is not resolved informally, a written grievance may be filed with the Director of Transportation within five (5) workdays<sup>1</sup> following the occurrence, which is the basis of the grievance.

- a. Within five (5) workdays after receipt of the written grievance, the Director shall communicate his/her decision, in writing, together with the supporting reasons to the aggrieved party.

### **Step 2.**

Within five (5) workdays after receiving a reply, if the employee or the Union still feels aggrieved, he/she may appeal to the Director of Personnel. The appeal must be in writing and must include a statement of the grievance and the reply of the Director of Transportation.

- a. Within five (5) workdays after receipt of the appeal, the Director of Personnel shall communicate his/her decision, in writing, together with the supporting reasons, to the aggrieved party.

### **Step 3.**

Within ten (10) workdays after receiving a reply from the Director of Personnel, if the employee or the Union still feels aggrieved, he/she may appeal to the Board of Education. The appeal must be in writing and must include a statement of the grievance and the Director of Personnel's reply.

- a. Within thirty (30) workdays after receiving an appeal, the Board of Education shall hold a hearing or meeting concerning the grievance, which the Union may attend, if they choose. Within ten (10) days from the date of the hearing or meeting, the Board shall communicate its decision, in writing, together with the supporting reasons, to the Union and the aggrieved party.

### **Step 4.**

If the Board of Education and the Union are unable to resolve any grievance, the grievance may be submitted to arbitration within twenty-(20) work days after the decision of the Board of Education. The grievance shall be considered submitted to arbitration when written notice is submitted to the District by the Union informing the Board of Education of the Union's intent to arbitrate the grievance.

AFSCME Council 25 Arbitration Department shall send a list of Ad-Hoc arbitrators to the District to see if the parties can mutually accept an Arbitrator.

---

<sup>1</sup> "Workdays" as used herein shall exclude weekend days and holidays.

If the parties are unable to agree, the case will be filed with the American Arbitration Association. In either case, the parties will be bound by the rules and procedures of the American Arbitration Association.

If not submitted, the grievance shall be abandoned.

#### **AUTHORITY OF THE ARBITRATOR**

The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearing. The Arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement has occurred, and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws, the Constitution of the United States and of the State of Michigan, and all other applicable state and federal laws. The Arbitrator shall not usurp the functions of the Board of Education in the proper exercise of its judgment and discretion under the law and this Agreement.

The decision of the Arbitrator, if within the scope of his/her authority as above set forth, shall be final and binding.

The costs of arbitration shall be equally borne by both parties, however, each party shall bear its own expense.

#### **C. GENERAL**

All written complaints must be specific. They shall contain a concise statement of the facts upon which the grievance is based, a specific reference to the Articles and sections of the Agreement, where applicable, which have allegedly been misinterpreted or violated; the specific nature of the relief requested; and shall be signed by the employee or employees involved.

Any employee may present a grievance for adjustment without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.

If a grievance arises of a general nature, the Union may present such grievance directly to the appropriate step.

The time limits specified in this procedure may be extended by mutual written agreement.

Failure of the Board to report any decision within the specified time limit at any step of the Grievance Procedure shall automatically move the grievance to the next step in the Grievance Procedure.

**D. DISCHARGE - SUSPENSION GRIEVANCE**

In the event an employee is discharged or suspended, the employee or the Union may, within five (5) days from the date of discharge or suspension, file a written grievance with the Director of Personnel, who shall schedule a meeting with the Union and the grievant. The Director of Personnel shall communicate his/her decision in writing, together with the supporting reasons, to the Union and aggrieved party within five (5) work days after the meeting with the Union and the grievant. If the employee or the Union still feels aggrieved, he/she may appeal to the Board of Education within five (5) days after receiving a reply from the Director of Personnel. Within ten (10) days after receiving an appeal, the Board of Education shall communicate its decision in writing, together with the supporting reasons, to the Union and aggrieved party. If the Union still feels aggrieved, the Union may file for arbitration in accordance with Step 4 of the Grievance Procedure.

**ARTICLE 7 - VACANCIES**

**POSTING OF VACANT POSITIONS**

Vacant transportation department positions, which have not been terminated or eliminated by the Board of Education, shall be posted for re-bidding in accordance with the current practice. In filling such vacancies, the District shall consider the seniority, qualifications and work record of employees applying to the position.

Vacancies in “substitute driver” positions or “bus driver” positions which are not filled by promotion of a substitute driver shall be filled by the District, when necessary, by accepting applications from any bargaining unit member and other interested applicants, including the public.

## **ARTICLE 8 - CLASSIFICATION/RECLASSIFICATION AND JOB DESCRIPTIONS**

In the event the School District creates a new classification, or permanently, substantially and materially changes, alters or revises an existing job description, the parties shall meet to determine whether the new classification or revised classification should be included or excluded from the bargaining unit. If the parties cannot agree, then the question may be submitted to the employment relations' commission for determination.

If the new classification or revised classification is determined to be in the bargaining unit, the Personnel Director shall assign the classification to a pay rate. Notice shall be given to the Union. In the absence of any objection from the Union, within ten (10) working days of such notice, the classification and the rate of pay shall be submitted to the Board for approval. In the event of an objection, the parties shall meet and negotiate for a suitable pay rate for the classification. The new or revised classification may be implemented and filled pending resolution of the above matters at the pay rate proposed by the District. Should a higher rate be negotiated, such higher rate shall be paid retroactively to the date the position was filled. Establishment of a suitable wage rate shall not be subject to arbitration.

### **JOB DESCRIPTIONS**

The District will provide the Union with a copy of all job descriptions. If the District makes any change in the job descriptions, it will give the Union advance notice thereof, and an opportunity to discuss the change prior to implementation.

## **ARTICLE 9 – WORKING CONDITIONS**

### **A. INCLEMENT WEATHER**

In the event school is closed due to inclement weather or other emergency causes by the Superintendent of Schools or his/her designee and such day(s) are required to be made up and rescheduled; employees shall be scheduled to work on make-up days and shall receive their normal pay for such days.

In the event drivers are required to take students home early due to inclement weather, drivers shall be paid such time, but not less than the time of their normal, regular return run.

### **B. SCHOOL CALENDAR**

On or before September 1 of each year, the Superintendent or his/her designee shall provide the Chapter Chairperson and President of the Local with copies of the Tentative School Calendar or the School Calendar whichever is available.

### **C. IN-SERVICE**

Upon approval of the Director of Transportation or their designee as appropriate, in-service may be scheduled for all employees or a group of employees for a designated purpose related to the duties and responsibilities of the involved employees. Employees who are approved for in-service during their regularly scheduled work day shall be released from regular duties without loss of pay. The fee for the cost of in-service approved by the School District shall be paid for by the School District. The decision of the administration to approve or disapprove a request for in-service shall be final and not subject to the grievance procedure. The August meeting for transportation employees shall be considered in-service training for pay purposes. The employee shall be paid his/her regular hourly rate while attending any and all required classes or in-services.

## **ARTICLE 10 – WORK RULES AND REGULATIONS**

1. Equipment owned by the School District shall be used only when serving the School District.
2. Drivers shall not permanently deviate from assigned bus routes unless express written authorization is first obtained from the Supervisor. Drivers shall not temporarily deviate from assigned bus routes unless oral authorization is first obtained from the Supervisor.
3. Drivers shall use only assigned vehicles unless the Supervisor authorizes the use of other than an assigned vehicle.
4. All mechanical difficulties shall be reported by the drivers to the Supervisor.
5. Drivers shall not deny any student the privilege of transportation. In the event a student becomes a disciplinary problem, the driver shall give the name of the student to the principal or shall personally deliver the student to the principal's office. Disciplinary problems shall also be reported to the Supervisor.
6. Drivers shall report all moving traffic violations obtained during the school year and during the summer break period to the Supervisor, notwithstanding the fact that the violations were issued during non-working time.
7. Only authorized persons shall be permitted to ride School District vehicles.
8. Drivers shall be clean and neat in appearance, shall refrain from the use of tobacco while on a School District vehicle, shall refrain from the use of profane language, and shall refrain from the use of alcoholic beverages during the course of the school day and at least two (2) hours prior to the commencement of the first scheduled bus run.

9. Drivers shall maintain discipline and order on their vehicles in accordance with bus rules.
10. The District shall wash the exterior of the buses ten (10) times per school year. Drivers shall maintain their vehicles in a clean and neat condition at all times in accordance with current practice. This includes maintaining clean windows, mirrors and lights. The driver shall clean interiors of buses during regular "layover time", in accordance with the current practice.
11. Drivers shall prepare an accident report on designated forms immediately after every accident involving a school bus or school bus passengers.
12. After the completion of each bus run, drivers shall check their vehicles for vandalism and lost articles.
13. Drivers shall permit a child to leave a School District vehicle only at a regular stop, except upon written request of the parents to the principal, who will countersign the note and return it to the child for presentation to the driver.
14. Drivers shall report all complaints to the Supervisor, who shall make a written memorandum of each complaint and shall submit said memorandum to the Superintendent of the School District.
15. Drivers shall be familiar with and shall comply with all applicable state statutes, county and local ordinances and rules promulgated by the Board. The Supervisor shall provide each driver with a list of driving procedures.
16. Drivers shall supervise the activities of children leaving the bus until they have crossed the highway in safety.
17. Children shall pass in front of the bus when crossing a highway or street.
18. Drivers shall not allow children to hitch on the bus when skating, riding bicycles, etc.
19. Drivers shall be considerate of other motorists and shall reduce speed to afford the opportunity for other vehicles to pass and to prevent a long line of vehicles from forming in back of the bus.
20. No school bus shall be stopped or turned around at any point on a highway or street unless approaching traffic from a distance of at least 400 feet can see the bus.
21. Drivers shall operate flasher lights when stopping the bus to load or unload passengers except at schools.



22. When following another bus, drivers shall remain 100 feet in back of the preceding bus.
23. Drivers shall place the gearshift in neutral when loading or unloading students.
24. Drivers shall drive at a safe speed. Forty-five (45) miles per hour shall be the maximum speed on all runs within the District.
25. Drivers shall refuel their buses only when all children have been discharged from the bus.
26. When approaching a railroad crossing, the driver shall bring his/her bus to a complete stop at a safe distance from the tracks, regardless of whether the bus contains passengers. The driver shall not proceed across the tracks until he/she has looked carefully in each direction and has opened the door and listened for the sound of an approaching train and has assured himself/herself that it is safe to proceed. If an approaching train is visible and moving, the driver shall wait until the train has passed the crossing before he/she proceeds.
27. Drivers shall not run their buses backwards on school grounds without proper signals from a responsible person outside the bus, except in the bus yard when parking.
28. Drivers shall report all hazards or dangerous conditions of which they know, or reasonably should know, which provide an actual or potential threat to the safety of the children in his/her care.
29. Drivers shall be required to be at the garage by punch-in time.
30. No driver shall drive more than ten (10) hours in any twenty-four (24) hour period.
31. Before each run, drivers shall check their bus to insure that all necessary safety equipment is on the bus; i.e., fire extinguisher, flares, fuses, first aid kit, etc.
32. Drivers shall not make unauthorized stops or pickups on regular assigned runs.
33. Drivers shall not run out of fuel at any time during their assigned runs.
34. Each driver shall be responsible for punching his/her own time card prior to the designated starting time and following the completion of assigned runs.

35. Drivers shall advise their immediate Supervisor of any employment they may be engaged in other than with the School District, including the hours and days worked. If the employee's second job interferes with his/her employment with the School District, the employee must discontinue the other job or, in the alternative, discontinue his/her service with the School District.
36. Drivers shall advise their immediate Supervisor of any medicine and/or drugs which they may be taking and shall upon the request of the Supervisor furnish a doctor's certificate setting forth the effects which such medicine and/or drugs have upon the driver.
37. During working hours, drivers shall always be alert and attentive and shall treat their vehicle with the utmost care.
38. Drivers shall, following inspection of their bus after each bus run, report to their immediate Supervisor any damage and/or vandalism to their bus and the person or persons responsible for such damage or vandalism.
39. Drivers shall assign seats to each student riding their bus.
40. Drivers shall obey such other rules and regulations as the Board may adopt regulating the use and operation of school buses.

## **ARTICLE 11 - DISCIPLINE AND DISCHARGE**

### **A. UNEXCUSED LATENESS**

Any driver reporting for work late shall be docked fifteen (15) minutes for being late not more than five (5) minutes and shall be docked thirty (30) minutes for being late between five (5) and ten (10) minutes. There will be a three (3) minute grace period per month with respect to tardiness. These will be non-cumulative from one month to the next. In addition, any driver who reports to work late shall be subject to progressive discipline.

### **B. WRITTEN REPRIMANDS, COMPLAINTS AND WARNINGS AGAINST EMPLOYEES**

An employee, and his/her Union representative, shall receive a copy of all written reprimands, warnings or complaints made against him/her, which are placed in his/her personnel file. The District shall investigate a complaint made against an employee, and give the employee the opportunity to respond in writing, before placing a complaint in the employee's personnel file. Upon the written request of the employee, said written warning, reprimand or complaint shall be removed from the employee's personnel file after three (3) years from the date thereof, subject to the following conditions:

1. In order to file a written request for the removal of reprimands, warnings or complaints from his/her personnel file, an employee must not have received a written reprimand, warning or complaint within the above three-year period.
2. Notwithstanding the above, reprimands, warnings or complaints against an employee involving the safety, health and welfare of the employee, other employees and students shall not be eligible for removal from an employee's personnel file.

### **C. DISCHARGE**

Employees under this Agreement, including substitute drivers, may be discharged for just cause for any one of the following reasons:

1. Failure to possess a valid license required by the State of Michigan to operate a public school bus.
2. Failure to obtain a medical certificate within the last fiscal year from a physician designated by the Board.
3. Falsification of employment application.
4. Conviction of more than two (2) moving violations within any twenty-four (24) month period.
5. Frequenting an establishment where alcoholic beverages are consumed or partaking of alcoholic beverages during the course of the regular school day; the regular school day is defined as commencing four (4) hours prior to the first scheduled bus run to the completion of the final bus run, and four (4) hours prior to any special bus run.

## **ARTICLE 12 – SENIORITY**

### **DEFINITION**

“Seniority” is an employee's position relative to all other employees in the same job classification determined by his/her continuous length of service to the School District in their respective divisions.

### **A. SUBSTITUTE EMPLOYEES**

Substitute employees shall be added to the substitute list as soon as all licenses and certifications are complete.

**B. PROBATIONARY EMPLOYEES**

New employees hired in the unit shall be considered probationary employees for 90 work-days of their regular employment and shall be treated as regular employees for salary purposes only. Probationary employees shall not be entitled to seniority status. When an employee completes the probationary period, he/she shall be entered on the seniority list of the job classification, and if the Board has continuously employed him, he/she shall rank for seniority from the first day of the last date of hire. Probationary employees may be discharged any time during their probationary period without recourse, at will, at the sole discretion of the Board.

**C. SENIORITY LIST**

The seniority list will be furnished to the Union upon request and will list all employees by classification, name and seniority rank. Sufficient copies will be furnished to permit posting in all schools and shop areas.

The seniority list for regular education driver classification and the special education classification shall be combined, and employees shall be placed on such list in order of district seniority.

**D. LOSS OF SENIORITY**

An employee shall lose his/her seniority for the following reasons:

1. He/she quits.
2. He/she is discharged and the discharge is not reversed.
3. He/she is absent for five (5) consecutive working days without notifying the Board or giving satisfactory reasons to the Board for such absence.
4. He/she does not return from sick leave or a leave of absence, without notifying the Board or giving satisfactory reasons to the Board for such absence.
5. He/she gives a false reason for a leave of absence or engages in other employment during such leave or falsifies his/her employment application.
6. He/she retires.

**ARTICLE 13 - LAYOFF**

**A. DEFINITION**

The word "layoff" means a reduction in the work force covered by the terms of this Agreement due to a decrease of work and/or due to economic factors or measures affecting the School District.

**B. ORDER OF REDUCTION**

In the event of a layoff, the work force shall be reduced in the following order: first, temporary employees performing bargaining unit work; next, probationary employees in the classification or classifications affected by the layoff; then, seniority employees in reverse order as their names appear on the seniority list within the respective classification or classifications affected by the layoff. Bus Drivers shall be laid off using the employee's district-wide seniority. An employee whose route has been eliminated shall be eligible to displace the least senior employee in the transportation department. In the event of a layoff, student helpers, cooperative education students, and any other student aids or non-regularly employed temporary or substitute personnel will not be used to supplant bargaining unit members. This layoff procedure shall not apply to normal break periods when school is not in session and when certain employees are not scheduled to work during such periods and shall be subject to the following:

**C. NOTIFICATION OF LAY-OFF**

Employees to be laid off for an indefinite period of time shall be given at least fourteen (14) days notice of layoff. A list of the employees being laid off shall be furnished to the Chapter Chairperson or his/her designated representative within the fourteen (14) day period. This notification shall not be required for employees who are bumped or displaced as a result of a layoff. In the event of a layoff, Union and Board representatives shall meet prior to the notification date of the layoff for the purpose of discussing alternatives regarding the positions of employees who are on medical leaves of absence.

**ARTICLE 14 - RECALL**

- A.** When the working force is increased after a layoff, employees will be recalled to a vacancy from which he/she was laid off according to seniority and the employee's qualification to perform the work including the necessary state licenses. The District also agrees to recall a qualified employee to a position that is reasonably known to be vacant for sixty (60) calendar days due to an employee's illness or disability. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he/she shall be considered to have voluntarily resigned his/her employment with the School District.
- B.** Employees who have been laid off shall not accrue seniority during the period of the layoff.
- C.** Employees who have been laid off shall be eligible for recall for a period of two (2) years or a period equal in length to their accumulated seniority with the School District, whichever period is greater. Upon the expiration of the applicable time period, the laid-off employee shall not be subject to recall by the School District.

- D. Employees who have been laid off and are eligible for recall shall be notified in writing by first class mail of vacancies for which written notice has been provided to the Union in accordance with the Agreement.

## **ARTICLE 15 - LEAVES OF ABSENCE**

A leave of absence may be granted to any employee by the Board for reasons stated herein, subject to the following provisions:

### **A. REASONS**

1. For medical leave of absence for extended personal illness or medical disability for up to one (1) year.
2. For family medical care for up to one (1) year.
3. For personal business such as a promotional employment opportunity in public education, education, being elected or appointed to Union Office or position for up to one year.
4. For active military service for up to the period of the active military service.
5. For workers compensation disability for up to the period of the disability.

### **B. APPLICATION**

Employees who have been ill or disabled and have exhausted their sick days shall apply for a medical leave of absence within thirty (30) days. A physician's statement shall be submitted with the application for medical leave of absence indicating the nature of the illness and the medical reasons for the leave of absence. Requests for all other types of leave of absence shall be made in writing to the Board of Education. The Board shall consider an application for a leave of absence at its first Regular Meeting following submission of the application, provided it is submitted at least seven (7) days prior to a Regular Meeting.

Notwithstanding anything to the contrary, it is understood and agreed that for purposes of the Family Medical Leave Act (FMLA), employee paid sick/personal leave days must be used where applicable, and such paid leave days shall be counted and included in calculating the employee's entitlement for employer-paid Medical insurance benefits. The period of entitlement to FMLA benefits shall be based on a rolling 12-month period.

### **C. PAY AND INSURANCE BENEFITS**

All leaves of absence granted in accordance with this Article shall be without pay. Fringe benefits shall be granted to any employee eligible for fringe benefits under other provisions of this contract:

1. For employees hired before March 9, 2009, an employee on a leave of absence for personal illness or medical disability shall continue to receive medical, dental and optical coverage on the same basis as if he/she were working for up to, 180 calendar days over a period of one-year (beginning with the first day of the unpaid leave; if the employee returns to work and then goes out on leave, the days from both leaves are counted together until 180 calendar days are reached). An employee on this type of leave shall have the option of continuing medical, dental and/or optical insurance at group rates for up to one (1) year after expiration of the 180 day subject to approval of the appropriate insurance companies. If coverage is extended during a medical leave of absence, the employee shall pay the full amount of the premium for such coverage as they become due.

For employees hired after March 9, 2009, an employee on a leave of absence for personal illness or medical disability shall continue to receive medical insurance coverage in accordance with applicable law.

2. An employee on a leave of absence for family medical care shall continue to receive medical, dental and/or optical insurance coverage in accordance with applicable law. An employee on this type of leave of absence shall have the option of medical, optical and/or dental insurance for up to one (1) year thereafter, subject to the approval of the appropriate insurance companies. If coverage is extended, the employee shall pay the full amount of the premiums for such coverage as they become due.
3. An employee on a personal business leave of absence shall continue to receive medical, dental and/or optical insurance coverage until the end of the month in which the leave becomes effective. An employee on this type of leave of absence shall have the option of continuing medical, dental and/or optical insurance for up to one (1) year. If coverage is extended, the employee shall pay the full amount of the premiums for such coverage as they become due.
4. An employee on a leave of absence for being elected to union office shall have the option of continuing medical, dental and/or optical insurance for from up to one (1) year, subject to the approval of the appropriate insurance companies. If coverage is extended, the employee shall pay the full amount of the premiums for such coverage as they become due.

5. An employee on a leave of absence for workers compensation related disability shall continue to receive medical, dental and optical insurance coverage on the same basis as if he/she were working for up to 180 calendar days over a period of one-year (beginning with the first day of the unpaid leave; if the employee returns to work and then goes out on leave, the days from both leaves are counted together until 180 calendar days are reached). The employee has the option of using fractional sick leave days to supplement workers compensation payments received to the extent necessary to generate the employee's normal rate of pay. The employee shall also have the option of continuing medical, dental and/or optical insurance for up to one (1) year, subject to the approval of the appropriate insurance companies. If coverage is extended, the employee shall pay the full amount of the premiums for such coverage as they become due.
6. An employee on a leave of absence for military service shall be paid fringe benefits in accordance with federal law.

**D. SENIORITY**

During a leave of absence for family medical care or personal illness or medical disability, or personal business, or union office, an employee shall not accrue seniority but shall retain all seniority acquired prior to the date the leave of absence commences. During a leave of absence for military leave or workers compensation disability, the employee shall accrue full seniority for the length of the absence.

**E. RETURN TO WORK FROM A LEAVE OF ABSENCE**

An employee returning to work after a leave of absence shall notify the Board of the employee's intent to return at least thirty (30) days prior to the expiration date of the leave of absence.

An employee returning to work from a leave of absence for personal illness or medical disability shall submit a physician's statement indicating the employee's ability to return to work and perform employee's regular work duties.

Any employee who fails to request an extension of the leave of absence or fails to return to work, or fails to provide the required physician's statement, shall be deemed to have resigned and the employee's employment with the school district shall be terminated.

The employee's right to return to work shall be subject to the following:

**1. LEAVE OF ABSENCE FOR PERSONAL ILLNESS OR MEDICAL DISABILITY**

An employee who returns to work within one (1) year from the commencement date of a leave of absence for personal illness or medical disability and who has provided notice of intent to return, shall be entitled to return to a position within his/her former classification for which he/she is qualified and has seniority, or if none, then in a like or similar classification for which he/she is qualified and has seniority.



**2. LEAVE OF ABSENCE FOR FAMILY MEDICAL CARE**

An employee who returns to work within 180 days from the commencement date of a leave of absence for family medical care shall be entitled to return to a position within his/her former classification for which he/she is qualified and has seniority, or if none, then in a like or similar classification for which he/she is qualified and has seniority.

**3. LEAVE OF ABSENCE FOR PERSONAL BUSINESS OR BEING ELECTED OR APPOINTED TO A UNION OFFICE**

An employee who returns to work within one (1) year from the commencement date of a leave of absence for personal business or for being elected or appointed to a union office shall return to a position within his/her former classification for which he/she is qualified and has seniority, or if none, then in a like or similar classification for which he/she is qualified and has seniority.

**4. LEAVE OF ABSENCE FOR WORKER'S COMPENSATION DISABILITY**

An employee who returns to work within one (1) year from the commencement date of a leave of absence from a workers compensation related disability shall be entitled to return to the employee's original position. Thereafter, the employee shall return to a position within his/her former classification for which he/she is qualified and has seniority, or if none, then in a like or similar classification for which he/she is qualified and has seniority.

An employee returning to work from a worker's compensation disability leave shall submit a physician's statement indicating the employee's ability to return to work and perform employee's regular work duties.

**F. JURY OR WITNESS DUTY**

In the event an employee is called to serve on jury duty during the employee's work year, the employee shall cooperate with the school administration in an effort to be excused or released from jury duty, or, in the case of 10 ½ month employees, to be reassigned to jury duty during the summer months. If the employee is unable to be excused or released from jury duty, the employee shall be paid the difference between jury duty pay and the employee's daily rate for each workday that the employee serves on jury duty. To facilitate payment, the employee shall endorse his/her jury duty pay check to the School District and shall receive his/her regular pay. Employees shall also be paid the difference between witness fees and the employee's daily rate for each work day the employee is subpoenaed to testify in court in connection with the employee's job.

**G. LEAVE OF ABSENCE FOR MILITARY SERVICE**

An employee who returns to work for military service shall be governed by "return to work" provisions of the federal law.

## **H. VACANT POSITIONS**

During the time an employee is on a leave of absence, the employee's position may be filled by hiring a person to fill the vacant position during the leave of absence, or by a temporary substitute, or by a reassignment of another employee, at the option of the Board. If an employee fails to provide notice set forth above or fails to return from a leave of absence, the position shall be treated as a vacancy and filled in accordance with the Collective Bargaining Agreement.

After a regular driver is absent for three (3) consecutive days, the driver's run will be filled by the same substitute driver. After (14) calendar days, the substitute driver shall be assigned as a temporarily assigned substitute driver. From the 1st through the 14th day of the regular drivers' absence, any miscellaneous or extra runs (i.e. noon runs, after school activity run) shall be made available and added to the route of other regular drivers in accordance with the extra hours provision as outlined in this agreement. On the 15th day, any miscellaneous or extra runs (i.e. noon run, after school activity run) shall be offered to the most senior available regular driver for the remainder of the absence, or until the temporary run becomes a permanent vacancy."

## **I. EXTENSION OF LEAVE OF ABSENCE**

An employee on a leave of absence for personal illness or medical disability, or family medical care, may apply for not more than one extension of the leave of absence for a period not to exceed one (1) year. Upon expiration of the extension, the employee shall return to work and no further extensions shall be granted. Written application for the extension shall be submitted to the Board at least thirty (30) days prior to the expiration date of the leave of absence. An employee who returns to work at the expiration of the extension of a leave of absence for personal illness or medical disability or family medical care shall exercise bumping rights into the classification for which the employee is qualified and has seniority upon the expiration of the extension period. In the event an employee does not accept an assignment into a classification when offered by the Board at the completion of the extension period as herein provided, the employee shall be deemed to have resigned and to have terminated employment with the School District.

## **J. GENERAL**

1. In the event that an employee gives a false reason for a leave of absence or engages in other employment during such leave (unless on a leave of absence for this purpose) the employee shall lose all accrued seniority and shall be deemed to have terminated employment with the School District.
2. Employee's eligibility for a medical leave of absence or a temporary leave of absence shall be based on a minimum of one (1) year of continuous full-time or permanent part-time employment with the School District.

3. Notwithstanding the provisions of this Article, any bus driver who returns during the school year from a leave of absence for any reason, shall bump the least senior bus driver but any bus driver who returns to work at the beginning of the year before routes are selected, shall bid on a route based on his/her seniority.
4. It is understood that the employee shall be paid at the appropriate rate of pay existing in the classification in which he/she is placed.

## **ARTICLE 16 – WORKERS’ COMPENSATION**

All employees who are injured in the performance of their duties for the Board shall be compensated as provided by the Michigan Worker’s Compensation Act. The Board agrees to pay the difference between the amount an employee receives under the Michigan Worker’s Compensation Act and his/her regular salary, not to exceed the number of the employee’s accumulated leave days. An employee’s leave day accumulation shall be charged for the amount of time necessary to make up the above difference on a pro rata basis.

## **ARTICLE 17 – INSURANCES**

All employees, except substitute drivers, shall be eligible to receive the following:

### **A. MEDICAL INSURANCE**

All available medical, dental and optical plans are outlined in Appendix B. Medical insurance shall be provided for all eligible employees and their dependents. The Board shall pay the full cost of Blue Care Network, BCN Deductible Plan 10 with a prescription co-pay of \$15 generic and 40% brand name drugs with minimum \$40 to a maximum \$100 out of pocket cost to the Employee. Benefit levels for this plan are outlined in Appendix B.

In addition, an employee eligible for such medical insurance coverage shall have the option to “buy up” to the following Blue Cross plans:

1. Blue Care Network, BCN HMO 10 Plan with a prescription co-pay of \$15 generic and 40% brand name drugs with minimum \$40 to a maximum \$100 out of pocket cost to the Employee. Employees shall pay the difference in monthly premium costs between this Plan and the BCN Deductible Plan 10 via payroll deduction. Benefit levels for this plan are outlined in Appendix B.

2. Blue Cross/Blue Shield Community Blue PPO Wrap Plan with a prescription drug co-pay of \$15 generic, \$30 preferred brand name drugs and \$60 non-preferred brand name drugs. Employees shall pay ten percent (10%) of the Blue Cross/Blue Shield PPO Wrap plan monthly premiums for ten (10) months and the full premium for the months of July and August of each year. Benefit levels for this plan are outlined in Appendix B.

**B. CAFETERIA PLAN**

A cafeteria plan identical to that of the Operations and Maintenance bargaining unit shall be instituted, with the addition of the following provisions.

In the event an employee is eligible for the cafeteria plan and is covered by, or who is eligible to be covered by, another employer-paid medical insurance plan substantially similar to that provided through the cafeteria plan, then the employee is not eligible to receive any of the medical insurance options in the cafeteria plan, but is automatically enrolled in the non-insurance option in the cafeteria plan providing a \$1,000 annual cash payment. In addition, for employees receiving District-paid medical insurance prior to December 1, 1994, prior to a determination being made as to whether an employee is not eligible to receive any of the medical insurance options in the cafeteria plan (because the employee is covered by or eligible to be covered by medical insurance paid for by another employer), the employee and his/her Union representative shall meet with the Director of Personnel, who together shall review the matter. In the event of a dispute between the parties, the District and Union shall appoint a mutually agreeable third party within 20 days who shall determine the issue. (If the parties cannot agree, then St. Joseph Hospital shall appoint the impartial third party.) The District shall pay the cost of the impartial third party, who shall render a decision within 30 days of the appointment,

**C. DENTAL INSURANCE**

The Board agrees to pay the full costs of a group dental insurance plan for eligible employees and the employee's spouse and dependents. The dental insurance plan benefit levels shall be outlined in Appendix B. The parties agree that the carriers may be changed but the benefit levels will remain equivalent.

**D. OPTICAL INSURANCE**

The Board agrees to pay the full cost of a group optical program for eligible employees and their families, subject to the terms of the optical insurance agreement. The optical program shall be outlined in Appendix B.

**E. INCOME PROTECTION INSURANCE**

The Board agrees to pay the full cost of a group long-term income protection plan which pays sixty-six and two-thirds (66  $\frac{2}{3}$ %) percent of an employee's pay after one hundred eighty (180) days of disability to age sixty-five (65), subject to the terms of the policy.

**F. LIFE INSURANCE**

The Board agrees to pay the full cost of a group term life insurance plan in the full amount of \$25,000, subject to the terms of the policy.

**G. REGULAR PART-TIME EMPLOYEE**

A regular part-time employee shall be defined to mean any employee (not including substitutes) who performs bargaining unit work on a regular and consistent basis, but works less than 40 hours per week. Regular part-time employees hired after September 1, 1997, shall receive pro rata the the medical, dental and optical fringe benefits as designated in this section.. Regular part-time employees shall not receive the cash equivalent of fringe benefits, which they do not elect to receive. Regular part-time employees hired prior to September 1, 1997 shall be entitled to the cash payment in lieu of medical insurance.

**ARTICLE 18 - LEAVE DAYS**

**A. LEAVE DAYS**

All employees, except substitute drivers, shall earn one leave day with pay each month, and such leave days shall be accrued in a bank which in no event shall exceed one hundred twenty (120) days.

It is understood and agreed that compensation for leave days, shall be prorated (i.e. a four (4) hour employee shall receive leave day pay in the amount of four (4) hours).

Advance notice of the necessity of such leave shall be given to the Supervisor not less than one (1) hour immediately prior to the commencement of the working day. Leave days shall be used only for personal illness, except that five (5) days of the total number of leave days may be used annually for personal business on approval of the Supervisor. Personal business days may not be used immediately prior to or subsequent to paid holidays or vacation periods, except in extenuating circumstances as determined by the personnel director; unless the personnel director agrees, use of a business day immediately before or after a holiday shall not be considered as having been worked, and therefore, shall not qualify an employee for holiday pay.

Any employee, if requested by the Board, shall furnish a medical certificate documenting the use of leave days used for reasons of illness. The Board agrees that such requests shall not be made in an arbitrary or capricious manner.

Employees shall not be eligible to use leave days for operations which are not health-related and which could be scheduled when school is not in session.

For special reasons and with the approval of the transportation supervisor, employees may be able to take time off without pay.

Bargaining unit members who have accumulated not less than one hundred twenty (120) leave days may accumulate up to an additional thirty (30) leave days over the one hundred twenty (120) days, subject to the following conditions:

1. Bargaining unit members shall be eligible to use the additional accumulated leave days up to a maximum of thirty (30) if they have exhausted their total accumulated leave days of one hundred twenty (120) days, have been ill or disabled for a period of not less than one (1) year and have returned to a bargaining unit position with the school district.
2. Upon returning to employment with the school district, as provided in paragraph (1) above, a member of the bargaining unit may use the additional accumulated leave days up to a maximum of thirty (30) for illness or disability purposes only.
3. The additional accumulated leave days up to a maximum of thirty (30) shall not be subject to the provisions of Article 27, retirement and termination and may not be used for any purposes except as specified herein.

#### **B. BEREAVEMENT**

In the event an employee has exhausted his/her accumulated and accrued leave days and has been employed by this district for five (5) or more years, the employee shall be granted up to five (5) days without loss of pay to attend a funeral in the employee's or his/her spouse's immediate family defined as "step parents, daughter-in-law, son-in-law, half brother, half sister, children, mother, father, brother, sister, grandmother and grandfather, grandchildren, or other relative residing with the employee, subject, however, to the approval of the Director of Personnel.

### **ARTICLE 19 - PAID VACATIONS**

All employees with the exception of substitute drivers shall earn vacation days per school year (September - June) in accordance with the following schedule:

1. First year – five (5) days
2. Second through fourth years – ten (10) days per year
3. Fifth year and over – twelve (12) days per year

It is understood and agreed that compensation for vacation days, shall be prorated (i.e. a four (4) hour employee shall receive vacation day pay in the amount of four (4) hours).

The amount of an employee's vacation pay shall be determined by his/her supervisor from his/her established daily pay. In determining vacation pay, overtime shall not be considered as part of the established daily pay.

Employees eligible for vacation benefits shall not take any vacation, but during the term of this Agreement shall be paid in lieu of any vacation the sum of money represented by their total accumulated vacation days.

Employees may use vacation days to supplement any mandatory days off (i.e., days between Christmas and New Year's), provided the Employee so notifies the Director of Transportation of their selected days on their time sheet.

## **ARTICLE 20 - PAID HOLIDAYS**

All employees with the exception of substitute drivers, who have worked their last regularly scheduled straight-time run immediately preceding the holiday, and their first regularly scheduled straight-time run immediately subsequent to the holiday shall be paid at their hourly rate for each of the following holidays: Thanksgiving Day and the day after Thanksgiving Day, Christmas Eve Day, Christmas Day, one floating holiday during the Christmas recess, New Year's Eve Day, New Year's Day, Good Friday, and Memorial Day. Drivers working for the District in July shall receive Independence Day as a paid holiday.

The Monday following Easter Sunday shall be granted as a paid holiday, provided school is not in session on that day. In the event school is in session on that day, the holiday shall be scheduled to another day, which does not conflict, with the school schedule.

It is understood and agreed that compensation for holidays, shall be prorated (i.e. a four (4) hour employee shall receive holiday pay in the amount of four (4) hours).

If an employee is required to work on any of the above-enumerated holidays he/she will receive his/her holiday pay plus double time for all hours worked.

When one of the above enumerated holidays shall fall on a Sunday, the Monday shall be deemed the holiday. When one of the holidays falls on a Saturday, then Friday shall be deemed the holiday. If school is in session on such Mondays or Fridays, the holiday or holidays will be rescheduled to another date by mutual agreement of the parties to a date when school is not in session.

## **ARTICLE 21 – UNIFORMS**

- A.** Uniforms consisting of sweaters and lightweight jackets and insignia shall be provided by the School District.
- B.** Upon separation, an employee shall return the insignia from the uniform to his/her Supervisor.

## **ARTICLE 22 - REIMBURSEMENTS**

Upon presentation of a paid receipt, the Board shall reimburse employees for the cost of all licenses, certifications, schooling, and all routine medical tests, except tuberculosis tests, that are required for commercial driver's licenses, and other similar licenses required for continued employment by the School District. The District shall not be required to pay for more than two (2) tests for a CDL license for the same period of time, in case an employee fails the necessary tests. Physicals obtained at the District's clinic shall be at the District's expense. The District shall reimburse an employee for the cost of a physical by physicians other than those provided by the clinic up to a maximum of the charges made by the clinic for such physical examination. If an employee severs employment with the District prior to the expiration of any license for which the District has reimbursed the employee, then the employee shall re-pay the District on a pro rata basis depending on how many months before the license expires. Payment required hereunder may be deducted from any final pay due the employee.

## **ARTICLE 23 - SUBSTITUTE DRIVERS**

### **DEFINITION OF DRIVERS**

- **REGULAR DRIVER**

Driver who has a regular assigned run.

- **SUBSTITUTE DRIVER**

Driver who does not have a regular assigned run. Run assignments may change daily and no hours of work are guaranteed.

- A.** The District shall assign a substitute driver to field trips of four (4) hours or less which have a starting time conflicting with regular drivers' anticipated afternoon runs. Athletic field trip hours that run over the four (4) hour maximum after two occurrences in the same season that are not attributable to an unusual situation (i.e., traffic accident, or snow storms) shall be assigned to a regular driver for the duration of the season.
- B.** Substitute Drivers will be assigned to complete the routes of regular (non-substitute) employees taking field trips (in compliance with Extra Hours List).
- C.** Substitute drivers shall be eligible to receive a jacket (or other "uniform") equivalent to that which is provided by the School District for regular drivers, after one year of service, according to normal jacket replacement.
- D.** Substitute drivers shall not be entitled to any benefits, other than wages, granted by this Agreement, including insurance benefits, paid holidays, paid vacation and paid leaves of absence.



- E. Substitute drivers must comply with all the rules and regulations applicable to all other drivers.
- F. A substitute driver shall reimburse the District for the District's costs of training if the substitute driver becomes unavailable to work for the District because he/she has taken a job as a bus driver with another employer within the first year of employment. Substitute drivers hired before July 1, 2007, shall be required to sign an agreement acknowledging the same, and authorizing the District to make appropriate deductions from the substitute employee's last pay check.

**TEMPORARILY ASSIGNED SUBSTITUTE**

- A. A Substitute Driver who is assigned to a regular route for fourteen (14) days (i.e. workman's compensation, leave of absence, etc.) shall accrue one (1) leave day after four (4) weeks of continuous work on that route.
- B. A Temporarily Assigned Substitute shall receive regular driver wages while assigned to the regular route.
- C. A Temporarily Assigned Substitute shall be eligible to receive Holiday Pay.
- D. A Temporarily Assigned Substitute driver shall continue to be listed on and be eligible for field trips on the Substitute Field Trip List.

**ARTICLE 24 - FIELD TRIPS**

- A. There will be four "wheel rotation" lists to govern field trip assignments in each of the following areas:
  - 1. "Holiday" field trips
  - 2. "Overnight" field trips (i.e., field trips requiring an overnight stay of the driver)
  - 3. "Volunteer" field trips (i.e., field trips that occur during any breaks that occur during the school year, such as Christmas, February and Spring break). This list is in effect from the August bid meeting until the end of the school year.
  - 4. "Summer" field trip list, which shall remain separate and apart from the wheel rotation lists. This list shall operate like the other wheel lists, except that it shall start new each summer by seniority. This list is only effect from the end of the school year until the August bid meeting.
- B. The time for picking a field trip shall begin at 6:00 am and must be completed by 9:30 a.m. the same workday.

- C. Drivers who wish not to be considered for a wheel rotation field trip may, upon request, have a “no” placed next to their name for that rotation and their name shall remain on the list.

### **FIELD TRIP LIST**

- A. A list of the week’s field trips will be posted by Tuesday at 2:00 p.m. for review purposes. Picking of the field trips will begin at 6:00 a.m. Wednesday and must be completed by 9:30 a.m. the same workday. The list shall include the date, destination, departure time and expected duration (time expected back at the bus yard). Trips of four (4) hours or less, with start times conflicting with the afternoon hours of regular drives, will have been assigned to substitute drivers in accordance with Section 10, letter A. Where a field trip is split, the return trip shall be assigned to a regular driver so long as it does not conflict with the afternoon run. The drivers shall pick their trips in order of low hours on the field trip list. The driver with the lowest total number of field trip hours picks first, and in the case of a tie in hours, seniority will determine the order. After 9:30 A.M. Wednesday if any trip is not picked, the District has the option to assign it to a substitute driver.
- B. An eligible driver who writes “refused” on the list will identify which trip the driver is refusing for charging purposes.
- C. Each driver will be allowed two “passes” per school year on the Daily (Monday-Friday) Field Trip List, and one (1) pass on the Saturday and Sunday list. These passes may be used for the day, the trip or the week. May also be used on previously picked trips.
- D. A driver who is not present during the picking of field trips from the field trip list because the driver is on an A.M. Leave day, Full Leave day, or if the driver is on a Field Trip or on a Bus Run, will be given one (1) courtesy call to choose a field trip during the picking in the case of a special circumstance. If a driver is unable to be contacted or is not present, the driver shall be considered to have refused a field trip, and shall be charged with the most hours that would have been available to the driver.
- E. After an eligible driver passes twice or refuses to sign up for a trip at the next opportunity in the normal rotation of the list, it will be considered a refusal and the hours will be charged on the field trip list with the most hours that would have been available to the driver.

- F.** A driver who is absent for 15 or more consecutive days due to a work-related injury or personal illness/injury will be given back (adjusted) field trip hours for which he/she was originally charged, and he/she will not be charged any field trip hours not taken for the duration of his/her illness/injury.

Drivers on a leave of absence for a reason other than work-related injury, personal illness/injury, or active military service, shall return to work with the highest hours on the field trip list.

- G.** 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 next normal rotation and posting of the list.
- H.** In the event of change of times, destination, and/or trip conditions, the trips as picked shall stand and any adjustments made shall stand as is current practice. Adjustments of drivers' hours shall be made in accordance with this Article.
- I.** With regard to late additions of trips, the District shall make every reasonable attempt to offer the trip to the lowest eligible drivers on the field trip list who are unassigned, should they decline, the trip may be assigned to a substitute driver. The District shall not attempt to repost the list.
- J.** The Union will maintain the field trip rotational list and provide management with a copy of this list on a weekly basis. It is also understood that the Union will be provided two (2) hours of compensated time per week to maintain the field trip rotational list.
- K.** In the event a driver returns early from a field trip, the following shall apply: if there is one (1) or more hours before the alternate (regular or substitute) driver's punch-in time, or 30 minutes or more before the start of any subsequent run assigned to the alternate driver, then the driver who returned early from the field trip shall drive the run; otherwise, the alternate driver shall drive the run. In any event, a driver who returns early or late from a field trip shall not be paid less for the day than the amount the driver would have received for driving his or her regular runs for the day.
- L.** Drivers shall receive at least twenty-four (24) hours' notice of field trips. Any driver who has received less than twenty-four (24) hours' notice of a field trip and who has refused the field trip shall not have the field trip hours charged to his/her accumulated hours on the Field Trip List. If all regular drivers refuse a field trip, a substitute driver shall be called to take the field trip. However, if no drivers, including substitutes, are available to take the field trip, such field trip will revert to the first unassigned driver who has refused the field trip, and the field trip hours will be charged to his/her accumulated hours on the Field Trip List. For the purpose of this section, the twenty-four (24) hour notice for weekday trips shall be given on a weekday and shall not include the weekend.

**M. OVERNIGHT AND EXTENDED FIELD TRIPS**

Overnight field trips shall be rotated.-Drivers assigned overnight and extended field trips shall be entitled to a reimbursement of actual expenses not to exceed the following:

1. Meals  
Breakfast \$ 5.00  
Lunch \$ 7.00  
Dinner \$ 10.00
  
2. Lodging  
District selected and paid.
  
3. The applicable hourly rate for driving time.

Note: Drivers seeking to be reimbursed for the above expenses must present receipts for said expenses to the Director of Finance of the School District.

**N. CANCELLATION OF FIELD TRIPS AND WAITING TIME**

Any driver reporting for a field trip which has been canceled shall have the option of accepting one (1) hour's pay or declining the one hour. Further, any driver who has refused that same field trip shall have the option. The hour, if declined, shall not be charged on the field trip list. In the event a field trip is canceled in sufficient time for the driver who was assigned the field trip to make his/her regular assigned run, the driver shall be entitled to make his/her regular assigned run. If a field trip is canceled, the driver for such field trip shall be rescheduled for the next available non-assigned field trip.

Drivers shall be entitled to up to one-half (1/2) hour of waiting time between the end of their regular run and the beginning of the field trip assignment. In addition, a driver shall be paid from the end of his/her morning field trip to the start of the driver's afternoon run, not to exceed one-half (1/2) hour.

**O. SATURDAY AND SUNDAY FIELD TRIPS**

Drivers shall be guaranteed a minimum of three (3) hours' pay for Saturday and Sunday field trips.

It is understood and agreed that the decision regarding length of a field trip shall be made by the Transportation supervisor based upon distance, length of event and weather conditions. The Transportation supervisor shall meet and confer with the Union steward in the event of a dispute. If such meeting does not resolve the matter, it shall be referred to the Director of Personnel and Union President.

- P. Drivers will be listed in order of seniority and low hours on either the Regular Field Trip List or the Substitute Field Trip List with respect to their classifications. A Temporarily Assigned Substitute will be on the Substitute Field Trip List.

## **ARTICLE 25 - EXTRA HOURS LIST**

### **A. EXTRA HOURS LIST**

When a noon run, after school activity run, or any other miscellaneous run becomes available, it will be offered to regular drivers according to low hours and seniority on the Extra Hours List.

On normally-scheduled-school days for building(s) within the Fraser Public School District, the core of the run -- consisting of the high school, junior high, and elementary run in the morning, and the high school, junior high, and elementary run in the afternoon -- shall be given to a substitute driver, plus any run that regular drivers cannot take.

On irregularly-scheduled-school days for building(s) within the Fraser Public School District (i.e., half-days, early dismissals), any opportunity that a regular driver can make (add) time to his/her day will be offered to the regular driver, in accordance with the Extra Hours list, before a substitute driver is called in.

For regular drivers driving runs to school districts other than Fraser, where the non-Fraser district building has an irregularly-scheduled-school day (i.e., half-days, early dismissals, closures due to winter break), these regular drivers shall be offered the available runs of absent regular drivers before offering the run to a substitute driver.

If a driver is scheduled for an evening field trip and a noon run becomes available on that same day, he/she will not be passed over for the extra hours. The District will maintain this list and provide the Union with a copy on a weekly basis.

- B. A list of the weeks extra hours will be posted by 6:00 a.m. Thursday of the preceding week. The drivers shall pick their extra hours from 6:00 a.m. to 9:30 a.m. Thursday (except in special circumstances), in order of low hours on the extra hours list, (in case of a tie in hours, seniority will determine the order). After 9:30 a.m. Thursday, the District has the option to assign a substitute driver to the extra hours.
- C. Drivers shall post any part of their run that will need to be covered when they sign up for a field trip on the field trip list.
- D. In the event an error is made in the rotation or the posting of the extra hours, the remedy shall be to correct the error at the next eligible posting of the extra hours list.

## **ARTICLE 26 - OVERTIME HOURS**

Any hours worked after forty (40) hours in one (1) week and all hours worked on a Saturday and Sunday shall be compensated at the rate of one and one-half (1-1/2) times the regular hourly rate. All hours worked on a holiday listed in this Agreement or Labor Day he/she shall be compensated at the rate of two (2) times the regular hourly rate.

## **ARTICLE 27 – RETIREMENT, RESIGNATION AND TERMINATION**

### **A. RETIREMENT**

Those employees with less than ten (10) years of service and all future employees first employed after July 1, 2006, shall be paid for three-quarters (3/4) of their accumulated leave days at the substitute and/or daily rate in effect as of the date of their retirement or death, on the basis of the following examples.

Employees with nine (9) years of service as of July 1, 2006, would be eligible to accumulate in the years after that date up to a total of one hundred and eight (108) personal leave days for which such members will be paid in the same manner as set forth in paragraph 1 above (108 X .75 X employee's daily rate = \$), and up to twelve (12) days for which they would receive the then daily substitute rate upon the date of retirement/death (12 X .75 X substitute rate = \$). Similarly, employees with eight (8) years of service as of July 1, 2006, would be eligible to accumulate in the years after that date up to a total of ninety six (96) personal leave days for which such employees will be paid in the same manner as set forth in paragraph 1 above (96 X .75 X employee's Daily Rate = \$), and up to twenty four (24) days for which they would receive the then daily substitute rate upon the date of retirement/death (24 X .75 X substitute rate = \$), and so on for employees with less than ten (10) years of service. All qualifying employees will be eligible to be paid for seventy five percent (75%) of up to one hundred and twenty (120) personal days at either the employee's daily rate or the daily substitute rate, depending upon how many years of service they have as of July 1, 2006.

The District shall pay up to the first \$5,000 shortly after the employee's retirement/termination as per past practice. The District shall pay up to the next \$5,000 if due during the next month of January. If any more money is due, the District shall pay it in increments of \$5,000 each year during the month of January until the sum is paid in full. (Example: If an employee retires on July 1, 2004, and is entitled to \$11,000 under Article 5, the District would pay the employee \$5,000 in July, 2004, \$5,000 in January, 2005, and \$1,000 in January, 2006.) However, if the employee is purchasing retirement credit within thirty (30) calendar days of his/her retirement date, the employee may elect to receive the first installment payment in an amount equal to the amount to be paid to MPERS to purchase such retirement credit. The balance shall be paid in equal installments over the next two (2) years.

**RETIREMENT CONTRIBUTION**

The Board agrees to pay the employees' state retirement contribution to the State School Employees' Fund.

**B. RESIGNATION**

1. Any employee resigning his/her employment must give two (2) weeks notice in writing to his/her immediate supervisor and to the Board of Education. When possible more notice will be given.
2. Any employee resigning his/her employment with the School District shall be entitled to vacation pay for all accrued vacation days.
3. Any employee who voluntarily resigns his/her employment shall be considered a new employee, if rehired.

**C. TERMINATION**

In all cases where an employee's service to the District is terminated by death, his or her heirs or personal representative shall be paid a sum of money to be determined in accordance with Paragraph A of this Article, entitled "Retirement." This benefit does not apply to substitute drivers.

**ARTICLE 28 – RULES AND REGULATIONS**

All drivers must comply with the Rules and Regulations adopted by the Board, the current copy of which is attached hereto. Drivers who fail to comply with such rules are subject to discipline for just cause.

**ARTICLE 29 - MISCELLANEOUS PROVISIONS**

**A. POSTING OF NOTICES**

The Board agrees to designate a section or portion of a bulletin board in each building which may be used by the Union for the posting of official notices.

**B. COPIES OF AGREEMENT**

Copies of this Agreement shall be printed at the Board's expense and presented to all employees now, or hereafter employed by the Board. In addition, the Union shall receive ten (10) copies of the Agreement for their files.

**C. GENDER**

All pronouns used herein shall be deemed to apply to both the feminine and masculine gender.

**D. FLEXIBLE SPENDING ACCOUNTS**

District shall provide Flexible Spending Accounts so employees can make payments toward all insurance benefits, childcare and eldercare on a pre-tax basis.

## **ARTICLE 30 - LONGEVITY**

Eligible regular employees, except substitutes, shall receive longevity pay in accordance with the following schedule:

1. After five (5) years of continuous service to the Board - 20¢ per hour
2. After ten (10) years of continuous service to the Board - 25¢ per hour
3. After fifteen (15) years of continuous service to the Board - 30¢ per hour

The above amounts shall not be cumulative.

## **ARTICLE 31 - GENERAL PROVISIONS**

### **A. DRIVERS WITH SPECIAL EDUCATION RUNS**

At the beginning of each school year, drivers with special education runs shall receive one (1) hour pay for calling parents on their respective runs to arrange the students' transportation schedule. Such calls shall be made at a school district facility, either at the Administration Building or other designated location.

### **B. BUS DRIVER TRAINING SCHOOL**

All Transportation Employees shall be paid their regular hourly rate while attending the Bus Driver Training School.

### **C. BIDDING MEETINGS**

Tentative route packages, subject to revision by the Transportation Director, if necessary, shall be provided to drivers seven (7) calendar days before the August meeting. Selections shall be made by drivers at the August meeting in a timely manner, not to exceed three (3) minutes from the time the employee is asked. All drivers shall be required to attend any bidding meetings, with the date and time to be established by the Supervisor, except in emergencies or unless a written excuse has been provided to the Supervisor. Failure to attend any one of these meetings could result in the termination of the employment of a driver and/or assignment to any vacant route. The District will make every reasonable effort to establish runs with a minimum of four (4) hours per day to be presented as tentative packages and at the August bidding meeting.



**D. SUBSEQUENTLY ESTABLISHED RUNS**

Employees preferences, both for initial runs and for bus runs, which are subsequently established by the District, shall be offered to drivers in order of route availability and seniority. The Transportation Director shall consider a route available if there is sufficient time to add the run(s) without the driver going over eight (8) hours per day and avoid the addition of layover time, unless there are no other drivers who can take the run without additional layover time. If none of the available drivers accept the added run, it may be assigned to the least senior available driver, making every reasonable attempt to avoid the addition of a run with less than four (4) hours per day.

**E. BUMPING**

Routes shall not be considered established until the first week of October. Any established route that is increased shall be posted for bid to employees whose current route has one-half (1/2) hour less time than the posted route. The posted route shall be awarded by seniority. The displaced employee shall assume the vacated route.

Any driver whose established route has decreased shall have the option to:

1. Elect to displace an employee with less seniority whose route is 1/2 hour more than the senior driver's current (amended) route time, if a route so exists.
2. Elect to keep the present route as is.

The displaced employee shall assume the vacated route.

There must be a minimum of one-half (1/2) hour difference in route times for bumping to be initiated.

**F. ROAD TEST**

All Transportation Employees shall receive pay for required road tests, which are held periodically for driver's certification and licensing and which are normally, usually and customarily required by employees for such certification.

**G. MECHANIC'S TOOL ALLOWANCE**

The mechanic shall be paid Eighty (\$80.00) Dollars annually as a tool allowance, to compensate the mechanic for the use of his personal tools. The District shall provide the Bus Mechanic with a uniform, which shall be cleaned by the District every workday.

**H. MAIL SLOTS**

The District shall provide mail slots or the like for transportation employees.

**I. REVIEW COMMITTEE**

A committee composed of Representatives of the District and Union shall meet to do a “housekeeping review of Section 15 on Transportation Employees’ Rules & Regulations.

**J. LENGTH OF FIELD TRIPS**

It is understood and agreed that the decision regarding length of a field trip shall be made by the transportation supervisor based upon distance, length of event and weather conditions. The transportation supervisor shall meet and confer with the union steward in the event of a dispute. If such meeting does not resolve the matter, it shall be referred to the Personnel Director and Union President.

**K. TWO (2) HOUR MINIMUM**

Employees who regularly drive or who are called in to work a morning or afternoon run, shall receive a minimum of two (2) hours pay for the run. This two-hour minimum shall not apply to noon runs or field trips.

**L. ANNUAL MAP WRITING PAY**

Drivers shall be paid one (1) hour of wages per year to write their maps out, with the understanding that if a driver’s run changes, the driver must also change the map for the benefit of replacement drivers.

**ARTICLE 32 - SEVERABILITY**

In the event any provision of this Agreement shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for appeals, such provision shall be void and inoperative, but all other provisions of this Agreement shall remain and continue in effect.

**ARTICLE 33 – SUCESSOR AND DURATION OF AGREEMENT**

**SUCCESSOR**

To the extent permitted by law, this agreement shall be binding upon the Employer’s successor, assignee, or transfer, whether such succession, assignment or transfer be effected voluntary or by the operation of law; and in the event the Employer’s merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

## **DURATION OF AGREEMENT**

This Agreement shall continue in effect for a period of two (2) years, commencing on July 1, 2008, and ending June 30, 2010. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than sixty (60) calendar days nor more than ninety (90) calendar days prior to June 30, 2010. In any event, this Agreement shall not be extended beyond June 30, 2010, except by written consent of the parties.

## **TRANSPORTATION DIVISION - WAGE SCHEDULES**

### **2008-09 WAGE SCHEDULE 0% Wage Increase**

	1 <sup>st</sup> 3 months	2 <sup>nd</sup> 3 months	After 6 months
Bus Drivers	\$16.01	\$16.93	\$17.93
Substitutes	\$14.36	\$15.25	\$16.13
Mechanic*			\$20.61

### **2009-10 WAGE SCHEDULE 5% Reduction in Wages**

	1 <sup>st</sup> 3 months	2 <sup>nd</sup> 3 months	After 6 months
Bus Drivers	\$15.29	\$16.16	\$17.12
Substitutes	\$13.71	\$14.56	\$15.40
Mechanic*			\$19.47

\*Mechanic – the hourly wage rate (including applicable COLA) and the fringe benefits (including holidays, vacations, leave days and applicable cafeteria plan) of the mechanic shall be the same as the skilled maintenance position in the Operations & Maintenance (O & M) collective bargaining agreement.

Employees are encouraged to use direct deposit to receive district pay.

Beginning with the 2009-10 school year, the payroll period shall be changed from every two (2) week pay periods to twice per month on the 15<sup>th</sup> and the 30<sup>th</sup> or the last day of the month.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement by their duly authorized representatives on the day and year first above written.

**BOARD OF EDUCATION FRASER PUBLIC SCHOOLS DISTRICT**

---

Deborah Prentiss, President

---

Gerard Gauthier, Secretary

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
MICHIGAN COUNCIL #25 AND ITS AFFILIATE LOCAL #3846 SUB CHAPTER 12,  
OPERATIONS AND MAINTENANCE, AFL-CIO**

---

Kathie Sherrill  
Council 25 Staff Representative

---

Steve Reid, Local President

---

Kim Gallieti, Chapter Chairperson

Ratified by the Board of Education of the Fraser Public Schools District on March 9, 2009.

Ratified by the American Federation of State, County and Municipal Employees, Michigan Council #25, and Local 3846 Sub Chapter 11, AFL-CIO, on March 9, 2009.

# **APPENDIX A**

AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO

## **AUTHORIZATION FOR DUES DEDUCTION**

By: \_\_\_\_\_  
Please Print                      Last Name                      First Name                      Middle Name

To: \_\_\_\_\_  
Employer

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from  
Date  
my earnings the current initiation fee being charged by AFSCME Local Union No. 3846,  
and effective the same date to deduct from my earnings \_\_\_\_\_ a  
sufficient amount to provide for the regular payment of the  
Payroll Period  
current rate of monthly union dues, as certified by the union. The amount deducted  
shall be paid to the treasurer of Local 3846, of the American Federation of State,  
County and Municipal Employees, Michigan Council #25, AFL-CIO. This authorization  
shall remain in effect unless terminated by me by written notice to the union and  
employer within thirty (30) days immediately preceding the termination date of the  
existing Union - Management Agreement, or termination of my employment.

This space reserved for  
Additional information  
When required

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City and State

**APPENDIX B**  
**MEDICAL, DENTAL AND OPTICAL BENEFIT LEVELS**

## **SUMMARY OF LETTERS OF INTENT**

### **DRUG AND ALCOHOL TESTING**

The Board and Union agree that if the District implements drug and alcohol testing of drivers as of January 1, 1995, the Board shall comply with applicable Department of Transportation regulations concerning the same that will apply in any event as of January 1, 1996. In addition, the Board and Union agree that if the District itself generates the Random Testing list, a representative of the Union will be present. In addition, it is agreed that all time spent administering an alcohol or controlled substance test, including travel time, will be paid at the employee's regular rate of pay. Any employee who is not allowed to return to work while awaiting a negative test result will be compensated during the waiting period for all time lost. The Employer shall pay all costs associated with the administration of alcohol and controlled substance tests, but not re-tests after a positive test.

### **FIRST AID KITS**

The District agrees to maintain First Aid kits in all buildings and to replenish them as needed. The Food Service leader or Elementary Server in a building shall contact the Head Custodian in the building in the event the First Aid kit needs to be replenished.

### **CONTRACTING OUT**

In the event that the District contracts out the services of the bargaining unit covered by this Agreement which results in the permanent layoff of more than one-quarter of the employees in the unit, the District agrees to negotiate a benefits severance package for the permanently laid off members of the bargaining unit.

### **MANAGEMENT DRIVING BUSES**

It is understood that management will avoid driving buses, wagons or other student transportation vehicles. In the case of an emergency and a Union driver cannot be found, as a last resort, management will bump up the lowest hour driver and drive the least possible amount of hours. Example: If a 4¼ hour run is vacant and a Union driver cannot be found to cover it, the driver with a 2¼ hour run will have the option to drive the 4¼ hour run and management will drive the 2¼ hour run.