

**MASTER AGREEMENT**  
**BETWEEN**  
**THE BRANDON BOARD OF EDUCATION**  
**AND**  
**TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS**  
**LOCAL 214**  
**BUS DRIVERS/MECHANICS**

**July 1, 2009 to June 30, 2012**

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MASTER AGREEMENT BETWEEN  
THE BRANDON BOARD OF EDUCATION

AND

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS  
LOCAL 214

This Agreement entered into this 14th day of December, 2009, by and between the Brandon Board of Education, hereinafter called the "Board" and Teamsters State, County and Municipal Workers, Local 214, hereinafter called the "Union".

WITNESSETH

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Union as the representative of its certified unit with respect to hours, wages, terms and conditions of employment.

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

ARTICLE 1 - RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all full-time and regular part-time employees, bus drivers, utility bus drivers, and mechanic personnel. All personnel shall, unless otherwise indicated hereinafter, be referred to as "employees."
- B. The Board agrees not to negotiate with any organization or individual other than the Union for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance, providing the grievance policy as hereinafter defined in this Agreement is followed.
- C. It is mutually agreed and understood that this Agreement shall require the signed approval of the representative of the Union and the representative of the Board of Education of the Brandon School District, parties to this Agreement.

## ARTICLE 2 - UNION SECURITY

- A. Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against any employee regarding such matters.
- B. All employees in the bargaining unit recognized by this contract shall, as a condition of continued employment, pay the Union, the employee's exclusive collective bargaining representative, an amount of money as established by the Union and limited to an amount of money equal to the Union's usual dues. For present employees, such payments shall commence with the first pay, 31 days after the effective or execution date hereof, whichever is later, and for new employees with the first pay 31 days after the date of employment.
- C. If any provisions of this Agreement are invalid under Federal Law or the Laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal and State Law or shall be renegotiated for the purpose of replacement.
- D. During the period of time covered by this Agreement, the Board agrees to deduct from the pay of any employee all dues of the Union and pay such amount to the Union; provided, however, that the Union presents to the Board authorization, signed by such employee, allowing such deductions and payments to the Union.
  - 1. Amount of dues will be certified to the Board by the Secretary-Treasurer of the Union not more than once a year.
  - 2. Those sums paid by the employees who elect not to join the Union will be deducted by the Board and transmitted to the Union in the same manner as Union dues.
- E. The Union agrees to follow applicable State, Federal, Court, and administrative agencies' decisions regarding Union security. Further, the Union agrees to save the Board harmless from all legal fees, salaries, payments, judgments, liabilities or any expenses incurred in the enforcement of this Article of the Agreement.
- F. In the event that an authorization to deduct is not signed by an employee, the representation fee shall be payroll deducted from the employee pursuant to law.

- G. The Union and its members may use the Board building facilities at reasonable times and hours for meetings when such buildings are available and operating staff are on duty. The request for building use must be in conformance with Board policy. The Union may post notices on any bulletin board ordinarily designated for Union use.
  
- H. The Board agrees to furnish to the Union, in response to reasonable requests from time to time, available information concerning the financial resources of the District, and such other information as will assist the Union in developing intelligent, accurate, informed, and constructive negotiated programs on behalf of the employees together with information which may be necessary for the Union to process any grievance or complaint. However, nothing herein shall be construed to expand the provisions in the Freedom of Information Act.

### ARTICLE 3 - STEWARDS AND ALTERNATES

- A. The Board recognizes the right of the Union to appoint and/or elect from the seniority list one Steward representing Bus Drivers and one Steward representing Mechanics and their appropriate alternates. Their duties and responsibilities shall include cooperative efforts to develop and foster positive employee-employer relationships, as well as the presentation of grievances with the Board and/or its representatives.
- B. To facilitate the discharge of said responsibilities and duties, the Board agrees to permit the steward and/or one other steward or alternate per grievance presentation release time from employment duties without loss of time or pay, in accordance with the terms of this contract agreement, reasonable time to present grievances to the employer after first obtaining permission from his/her immediate supervisor with the understanding that this will not be abused.
- C. The authority of stewards and alternates so designated by the Union shall be limited to and not exceed the following duties and activities:
  - 1. The presentation of grievances with the Board or its designee in accordance with the provisions of this bargaining agreement.

Permission may be granted by the immediate supervisor and/or his/her designee in the presentation of said grievance.
  - 2. The transmission of messages and information originating with or authorized by the Union or its officers and provided such messages have:
    - a. Been reduced to writing; or
    - b. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Board's business.
- D. A steward will be allowed proper time off to attend all formal grievance procedures under this collective bargaining agreement except arbitration.
- E. The Board shall be notified by the Union in writing of the names of the stewards and alternates. Alternates shall serve only in the absences of the regularly assigned steward.
- F. The authority of the Union Steward shall be limited to the acts or functions which said stewards are authorized to perform in this Agreement.

## ARTICLE 4 - GRIEVANCE PROCEDURE

A grievance shall mean a claim by an individual or the Union that there has been a misinterpretation, misapplication, or violation of any provision of this Agreement. In order for a grievance to be accepted and considered properly filed, the grievance when reduced to writing and signed, specify the provision(s) of the Agreement that are alleged to have been violated, misinterpreted, or misapplied, and specifically state the relief sought.

- A. The grievant and/or the Union shall be allowed to seek advice and counsel and have present a representative at any hearing or step in the grievance procedure upon request.
- B. The grievant and/or the Union may at any step in the grievance procedure withdraw a grievance without prejudice to either party. A withdrawal notice shall be in writing.
- C. No claim for back wages shall exceed the amount of wages the employee would have otherwise earned. Claims for back wages should not include unemployment compensation earned by an employee during the applicable back pay period.

### Step 1

- A. Within ten (10) working days of the event or occurrence, an attempt shall be made to resolve any grievance by an informal verbal discussion between the grievant and his/her immediate supervisor.
- B. The employee may discuss items he/she believes are grievances with a steward, and the steward may discuss the grievance with the immediate supervisor.
- C. All parties involved in the informal discussion understand that this is an important step in the grievance procedure and will attempt to resolve issues at this level.

### Step 2

- A. If the matter is not resolved verbally through Step 1, it shall be reduced to writing and submitted in triplicate as a grievance on forms provided by the Union to the immediate supervisor.
- B. The elapsed time for submitting a written grievance shall not exceed three (3) working days from the date of the informal discussion.



- C. The immediate supervisor shall be responsible to provide a written response to the grievance is tendered to the grievant and the steward within three (3) working days of receipt of the written grievance.

### Step 3

- A. Within five (5) working days after receiving the decision from the immediate supervisor, the decision may be appealed to the Superintendent of Schools or designee. The written appeal shall be accompanied by a copy of the original grievance and a copy of the decision of the immediate supervisor.
- B. The Superintendent/Designee shall, within ten (10) working days of receipt of the appeal, conduct a hearing allowing all parties a reasonable opportunity to be heard. The Superintendent/Designee shall tender to the Grievant and the Union a decision within ten (10) working days after the Step 3 hearing.

### Step 4

- A. If the grievance is still unsettled at Step 3, the Union may, within 60 days after the Superintendent/Designee's written reply, request arbitration by written notice to the employer under rules of the Federal Mediation and Conciliation Services. The Board and Union shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence or raise any issue not previously raised in the grievance chain process or made known to all parties prior to the arbitration proceedings.

The arbitrator shall have no power to amend, modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator's authority shall be limited to deciding only the issues presented to him/her in writing by the parties, and the decision must be based upon the express relevant language of the Agreement.

The arbitration proceedings shall be conducted by an arbitrator to be selected by the employer and the Union within 30 days after notice has been given. If the parties fail to mutually agree to an arbitrator, an arbitrator will be selected by the Federal Mediation and Conciliation Services. Regardless of how the arbitrator is selected, the rules of the American Arbitration Association shall be followed. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within 30 days after the conclusion of the testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Board and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

## ARTICLE 5 - SPECIAL CONFERENCES

Special conferences for important matters will be arranged at a mutually agreed time. between the Union representative and the employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the employer and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda.

These conferences shall involve mutual exchange of suggestions and ideas. The purpose of these informal discussions is to provide communication between the parties and to promote closer cooperation in all the relationships concerning this Agreement.

## ARTICLE 6 - MANAGEMENT RIGHTS

The Board on its own behalf and on behalf of the electors of the Brandon School District retains the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
- C. To determine the work schedules, the hours of the working day, and the duties, responsibilities and assignments of all employees represented by the Union.

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 the Constitution and Laws of the United States.

If the Board is considering exercising its right to subcontract to the point where regular bargaining unit members will be laid off, the Union will be notified at least sixty (60) days prior to the date of the Board meeting when such a decision will be made. The Employer agrees to provide the Union with available information they may need in formulating a proposal to present to the Board. However, the parties recognize that the final decision is at the discretion of the Board.

## ARTICLE 7 - SENIORITY

- A. A newly hired employee shall be on probationary status for 90 calendar days, taken from and including the first working day of the employee's employment as a member of the bargaining unit as defined in Article I, Section A. If at anytime prior to the completion of the probationary period the employee's work performance is unsatisfactory, he/she may be dismissed by the employer during this period without recourse or appeal by the Union. Probationary employees who are absent during the first ninety (90) calendar days of employment shall work additional days equal to the number of days absent, and such employees shall not have completed his/her probationary period until these additional days have been worked.
- B. After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits (excluding insurance benefits and holidays) shall be retroactive to the first working day of employment as a member of the bargaining unit.
- C. An employee will lose his/her seniority and terminate his/her employment with the Board for the following reasons:
1. Employee quits or retires.
  2. Employee is discharged, and the discharge is not reversed.
  3. Employee is absent for three (3) working days without notifying his/her supervisor. In proper cases, exceptions may be made.
  4. If the employee fails to return to work when recalled from layoff as set forth in the recall procedure.
  5. If the employee gives a false reason for a leave of absence.
  6. If the employee falsifies pertinent information on his/her application for employment (the falsification may come to light sometime after the employee's date of hire or date of acquiring seniority). This sub-section will apply for only the first 24 months of employment except falsification on physical condition which will be extended.

Any employee hired after the ratification of this agreement who falsifies pertinent information on his/her application for employment including moral turpitude, and conviction of criminal sexual conduct in any degree, assault to commit criminal sexual conduct, an attempt to commit criminal

sexual conduct in any degree, felonious assault on a child, child abuse or cruelty, torture or indecent exposure involving a child and any other information such as proper name, work history, etc. that would interfere with a pre-employment check, and falsification of physical condition/history.

7. Employees who have seniority in the bargaining unit and leave the bargaining unit for a regular full-time or part-time position, excluding a substitute position within the School District and later return to the bargaining unit will retain all bargaining unit seniority previously acquired for a period of 24 months. Seniority shall not accrue for years of service outside of the bargaining unit.
  8. Seniority will be defined as the length of continuous service in the Teamsters State, County and Municipal Workers, Local 214 bargaining unit commencing with the employee's first working day. Seniority accumulation during periods of absence shall be as follows:
    - a. Layoff: Seniority will not accumulate during the lay-off period.
    - b. Voluntary Leave: When a voluntary unpaid leave exceeds 30 working days, seniority will be frozen as of the first day of the leave.
    - c. Workers' Compensation: When an employee is off work due to a job-related injury, reoccurrence of an injury, or a disputed claim of injury, the maximum accumulation of seniority shall be for twenty-four (24) months from the first day off the job. In the case of a disputed claim the length of accumulated seniority will be determined after the dispute is resolved. If the disputed claim does not qualify for Workers' Compensation payments, then the accumulation will be treated as an Involuntary Leave of Absence.
    - d. Involuntary Leave: When an employee is off work due to personal injury/illness, seniority will continue to accumulate for a twelve (12) month period. Unavailability to work because of proven sickness or injury shall not result in the loss of seniority rights.
- D. An agreed-upon seniority list through posting shall be made available to each employee covered by this Agreement on or about July 1st of each year. Such list shall contain date of hire. The seniority list shall have three (3) classifications including, but not limited to the following: Bus Drivers Utility Bus Drivers and Mechanic.
- E. When more than one (1) employee is hired on the same day, seniority will be determined by random draw. The seniority standing of persons hired on the

same day will be made on that day and will remain in that order from that point on.

- F. District seniority will apply for bumping and layoff as defined in Article XV, Bumping Procedure.

## ARTICLE 8 - WORKING CONDITIONS AND ASSIGNMENTS

It is hereto understood by the parties that the assignments of duties to any immediate employee in his or her respective classification shall be vested with the Employer consistent with the provisions outlined in this Agreement.

- A. Employees may apply for specific job assignments or route assignments only when such assignments are determined by the Board to be vacant. If all requirements for the job are met, including seniority, the assignment will be made based on the seniority of the employee. The final decision on all job assignments rests with the Board. The Board reserves the right to make temporary changes in assignments, with no loss of pay to the employee, not to exceed 45 calendar days.
- B. Specific duties for all classifications within the scope of this Agreement shall be given to the employees and also posted at each work site by the third week of September each year.

## ARTICLE 9 - JOB BIDDING

- A. The Union Stewards will be notified of newly created positions/vacancies within the steward's classification. This includes any positions of four (4) weeks duration regardless of the number of hours worked.
- B. All approved new positions/vacancies in any classification covered under this Agreement shall be posted for bid at each work site for a period of five (5) working days, excluding Saturday, Sunday, and holidays. All bids shall be submitted in writing during this period. All new positions/vacancies shall be posted in each job site not later than ten (10) school days after the job becomes vacant. The Board of Education will attempt to fill posted positions within two (2) weeks following the end of the posting period.
- C. Insofar as practical, all new positions/vacancies, and routes will be filled in seniority order, by persons meeting the qualifications set forth in the posting. The final decision on filling all positions/vacancies rests with the Board.
- D. No new position/vacancy shall be filled, except on a temporary basis until such new position/vacancy shall have been posted at least five (5) days.
- E. Requested transfer will be considered on the strength of the reasons given for transfer and with the schools' best interests in mind.



## ARTICLE 10 - RATES FOR NEW JOBS

When a new job is created in a unit and cannot be properly placed in an existing classification, the employer will establish a classification and rate structure to apply. In the event the Union does not agree that the description and rate is proper, the Union must notify the Superintendent-Designee within ten (10) working days following notification, in which case the employer's action shall be subject to negotiation as required by law.

## ARTICLE 11 - WORKWEEK

### Workday and Workweek

The normal workday for all full-time mechanic employees shall be eight (8) hours, exclusive of the lunch break which shall not exceed one-half (1/2) hour. A forty-(40) hour workweek will be the normal assignment for all mechanic full-time employees.

It is the intent of the District when mechanical repairs are performed by other than District personnel that this will not result in a reduction of regularly scheduled hours for current mechanics (employed as of July 1, 1999), unless the District Article 6, Paragraph 3 of the Master Agreement.

### Hours of Work

Shift hours will be determined by the Board. Each shift may consist of eight (8) hours to be worked in five (5) days, excluding an unpaid lunch period.

The first shift starts after 5:00 a.m. but before 12:00 noon. The second shift starts on or after 12:00 noon but before 6:00 p.m. The third shift starts on or after 6:00 p.m. but before 5:00 a.m.

## ARTICLE 12 - OVERTIME

### Overtime Work Schedule

- A. Time and one-half shall be paid for all time worked over eight (8) hours per day when approved by the immediate supervisor.
- B. Overtime for mechanics shall be assigned on an "as needed" basis, based on seniority. Every attempt will be made to equalize overtime hours.

Each employee who refuses overtime shall be charged on the equalization chart as if he/she worked, but in case all refuse, the first employee eligible shall work.

- C. Overtime will be paid over 40 hours at time and one-half and for Saturday work. Sundays and holidays, employees shall receive double time for hours worked
- D. Any employee called in for emergency work will be paid for two (2) hours minimum call-in pay at premium rate.
- E. Emergencies:

Employees to be called in for emergencies shall be determined by the Superintendent-Designee(s) provided reasonable effort is made to call in the appropriate skilled employee for the skill required by the emergency. No employee called in for emergency work may refuse the call except for good cause. The overtime equalization process shall not be applicable for determining eligibility for call in for emergency work, but such emergency time worked shall be added to the employee's equalized overtime for determining regular overtime assignment purposes.

- F. Compensatory Time:

Compensatory time off may be taken in lieu of payment for overtime at the request of the employee, subject to the approval of the Superintendent or designee.

- A. Compensatory time must be taken within seven (7) days from the date of occurrence.
- B. Compensatory time off will be at the same rate as overtime (e.g., two (2) hours overtime equals three (3) hours compensatory time off).

C. The employee and immediate supervisor will be responsible for verification of compensatory time earned and the scheduling of compensatory time off.

## ARTICLE 13 - ABSENTEEISM AND TARDINESS

- A. Employee absenteeism places an undue burden on the School District's ability to manage and direct effective programs and services for students, parents, and the community. The School District has a right to expect its employees to be at work regularly and on time. Excessive absenteeism, even due to bona fide reasons, may be deemed excessive.
- B. At a time when the Board feels an employee is guilty of absence or tardy abuse, said employee shall be called in and orally warned. If the abuse continues, said employee will be called in a second time and given a written reprimand; and, if such abuse continues, said employee will be called in a third time at which time said employee shall be subject to disciplinary action up to and including dismissal from employment.
- C. An employee who is absent without an approved leave may be subject to disciplinary action, including reprimand, loss of pay, suspension without pay, or termination.

## ARTICLE 14 - LAYOFF AND RECALL

- A. Layoff means a reduction in the workforce due to a decrease of work, funds or scheduling that results in a need for fewer employees as determined by the Board.
- B. When a layoff takes place, the probationary employees shall be laid off first by classification. Thereafter, employees having seniority shall be laid off in the reverse order of their seniority by classification, i.e., the least senior employee on the seniority list being laid off first.
- C. Employees to be laid off will receive at least seven (7) calendar days' advance notice of the layoff when it is within the employer's ability to do so. At the same time the employee is notified, the Union shall receive a list of affected employees.
- D. Members of the bargaining unit on layoff from the Brandon School District shall, after working employees, be given preference in employment for vacancies outside of their classification but within the bargaining unit provided they properly apply for such position and provided they are properly qualified, as determined by the Superintendent-Designee.

### Recall Procedure

When the working force is recalled to a classification after a layoff, employees will be recalled to a classification according to seniority with the most senior employee in classification on layoff being recalled first. Notice of recall shall be sent to the employee at his/her last known address by certified mail. An employee recalled to work shall notify the Board of his/her intent to return within five (5) working days from receipt of recall notice. If an employee fails to do so, he/she may be considered a quit. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall or on the date set forth on the recall notice, he/she shall be considered a quit.

Employees shall be maintained on a recall status for a period equal to their seniority or 24 months (two years), whichever is least.

## ARTICLE 15 - BUMPING PROCEDURE

In the event of a reduction in the work force, the following procedure shall be applied:

- A. Any employee whose job has been eliminated may bump any less senior employee in a position for which he/she is qualified.
- B. Any employee so bumped may bump by this procedure until all remaining jobs have been filled.
- C. Any employee not desiring to bump shall be voluntarily laid off and placed on a preferred eligibility list for recall to any subsequent vacancy. Such employee shall be notified by the Board of all subsequent vacancies and shall be granted ten (10) days from the certified mailing date of notification to make application. Failure of said employee to accept a job vacancy within one year shall result in his/her termination. Preferred eligibility shall be for a vacancy only but shall not be considered to mean preferment over personnel with superior seniority who are on layoff status.
- D. No employee shall be entitled to bump into a position for which he/she does not have the present ability to perform the work, which same shall be defined as having the ability to perform the job after having reasonable orientation to the assignment involved.

## ARTICLE 16 - RESIGNATION

Any employee desiring to resign shall submit his/her resignation in writing to his/her supervisor a minimum of two (2) weeks prior to the effective date of resignation.

Any employee who resigns after one (1) year service shall not forfeit his/her right to earned vacation time.

Any employee who discontinues his/her services without proper notification, forfeits all accrued rights and privileges, including sick leave, military leave, personal leave without pay, vacation, Workers' Compensation within the Michigan State Law, and any other rights and privileges which have been granted by the Board to its employees.



## ARTICLE 17 - DEFINITION OF FULL-TIME/PART-TIME EMPLOYEE

For the purpose of this Agreement, this definition of terms shall apply as follows:

- A. Full-time Employee: An employee who is regularly scheduled to work 30 hours or more per week.
- B. Part-time Employee: An employee who is scheduled to work less than 30 hours per week on a regular basis.
- C. Temporary Employee: An employee who provides services when help is required for less than 90 days per year for a specific task or tasks and said job assignment is not of a permanent nature.
- D. Temporary employees hired by the Board shall be assigned to tasks that the regular staff cannot perform as determined by regular staff's qualifications within their classification and pre-assigned duties. Said temporary employees shall not be casually assigned in such a manner that would constitute the replacement of bargaining unit work as recognized in Article 1 of this Agreement (per Act 379, Public Acts of 1965).
- E. Substitute employees will not work more hours than regular employees if within the Board's control. It is understood that if regular employees are used to perform the work that would be assigned to substitute employees, they must possess the present ability to perform the work.

## ARTICLE 18 - EQUIPMENT, ACCIDENTS, AND REPORTS

- A. Any employee involved in any accident shall immediately report said accident and any physical injury or property damage sustained. When required by his/her employer, the employee, before starting his/her next shift, shall make out an accident report in writing on forms furnished by the employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the employer.
- B. Employees shall immediately, or at the end of their shifts, report all defects of equipment. Such reports shall be made on a suitable form furnished by the employer and shall be made in multiple copies; one copy to be retained by the employee. The employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in unsafe operating condition, until same has been approved as being safe by the mechanical department or bus supervisor. Failure to comply with this provision shall subject such employee to disciplinary action by the employer.
- C. If a bus driver loses his/her CDL, the driver will be immediately placed on unpaid leave pending resolution.

## ARTICLE 19 - DISCIPLINE AND DISCHARGE

A. Notice of discharge or discipline of seniority employees only:

The Board agrees promptly upon the discharge or disciplinary action involving a written reprimand of an employee to notify the steward who represents the discharged/disciplined employee, if requested by the employee. In case of a discharge, written notice shall be sent to the Steward and the Union.

B. No seniority employee will be disciplined (including warnings, reprimands, suspensions, reductions in rank, discharges or other actions of a disciplinary nature) without just cause.

1. The Board agrees to follow a policy of progressive discipline which primarily includes verbal warning, written warning, reprimand, suspension with discharge as a final and last resort. However, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated said action and, therefore, might begin at an intermediate level or higher.

C. The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the steward, and the Board will make available an area where he/she may do so. Upon request, the Board or their designated representative, will discuss the discharge or discipline with the employee and the steward.

D. Appeal of discharge or discipline:

Should the discharged or disciplined employee or the steward consider the discharge to be improper, a complaint shall be presented via the grievance procedure.

E. Use of past record: In imposing any discipline on a current charge, the Board will not take into account any prior infraction which occurred more than 30 months previously, nor impose discipline on an employee for inadvertent errors or mistakes on his/her employment application after a period of two (2) years from his/her date of hire, except in instances when the information beyond the 24-month/30-month period establishes that a pattern exists in an area of improper performance of major significance such as theft, alcohol and substance abuse, child abuse and so forth.

## ARTICLE 20 - BUS DRIVERS' HOURS OF WORK

- A. Bus drivers will be guaranteed 175 workdays when there are 182 scheduled workdays based on 182 student instruction days. Such days shall not be construed to be maximum or minimum in the event the numbers of instructional days are reduced. There shall be three (3) days of professional staff development of which one day shall be held prior to the start of the student school year or Labor Day. Each staff development activity shall be a minimum of six hours in length.
- B. Before June 1<sup>st</sup> of each school year, the Board will notify the bargaining unit members in writing the availability of a position for the next school year.
- C. Route Assignments:
  - 1. The Board shall make up the bus runs and shall decide which buses shall be assigned to which runs. All drivers returning to work at the beginning of the school year will be temporarily assigned to the same run(s) that they were assigned for the prior year, provided that the run is still required by the Board. If the run is no longer required, a bidding procedure in seniority order would take place immediately starting at the eliminated drivers run down, until all runs are assigned. Any regular bargaining unit member(s) left with out a run may be utilized to fill in for any absent bargaining unit member as the first sub-out. They will be eligible to bid on the first available permanent vacancy in accordance with their seniority. On the third Monday in October bidding will take place on all Board authorized runs. After the Board has made the aforementioned decisions, at the annual in-service, drivers will bid their desired route assignments according to seniority. Each route shall contain the approximate number of students, miles, hours, and destinations. The time and place for the bidding will be posted two weeks prior to the meeting. Drivers will be paid for this meeting provided they are in attendance for the entire meeting. The Board will be allowed five working days to implement the results of the bidding process. The Board, at its discretion, may change the buses and bus stops as it may decide is in the best interest of the School District and to conform to law. The period following the start of the student's school year and the second Friday in October will be a period in which runs/times may be adjusted and/or confirmed.
  - 2. Drivers will be assigned Special Education runs on the basis of seniority. Drivers newly assigned to Special Education runs shall serve a 90-day trial period in that assignment. Drivers unable or who are unwilling to continue in a Special Education run assignment shall be returned to their former

runs if so directed or requested within 30 days of the assignment, or the next run available or to the least senior run.

3. Regular drivers interested in substituting on Special Education runs must sign up at the beginning of each semester and be placed on the approved list to become a Special Education substitute driver. Drivers substituting on Special Education runs shall attend all classes that are provided by Oakland Schools and/or Brandon Schools.
4. Drivers will be paid a minimum of one (1) hour drive time per run assigned. All drivers will be paid layover time between runs when the layover time is normal and regularly scheduled up to 30 minutes. Drivers will also be paid for such layover time if due to unusual or abnormal circumstances such as adverse weather conditions, traffic problems and so forth, but an employee would not receive pay for such layover time if not attributable to any such factor.
5. Mid-day kindergarten runs will not be included in a regular run package and shall be bid separately. At the end of the adjustment period, all Kindergarten runs will be posted for rebid. Rebidding procedures will occur the third Monday of October. Drivers will rebid on Kindergarten runs posted by seniority.
6. Vocational Education runs may be included in a regular run package at the discretion of the Supervisor-Designee.
7. All runs established by the Board shall consist of a fifteen (15) minute (a.m. /p.m.) pre-trip inspection in addition to the actual run time. Duties will be performed as set forth in the driver's manual. All drivers when not involved in actual driving time, but on paid time, may be assigned by the Supervisor-Designee to perform associated duties such as, but not limited to, cleaning, fueling, checking, and servicing their vehicle and/or writing discipline reports, preparing student lists, and driving as assigned, etc.

The establishment of run times shall be determined by the Director of Transportation. All changes shall be reviewed with the steward prior to the first student day. Each run shall include a fifteen (15) minute period of time to assure the safety and security of all students. Any request for review of the established length of a run time by a driver shall occur after the first student day, shall be in writing and shall be submitted to the Union Steward and Director of Transportation. If the Union Steward and Director of Transportation are unable to agree to a solution to the requested reviews, it shall be reviewed by the Superintendent.

8. Regular drivers interested in substituting for other drivers on mid-day Kindergarten runs must sign up at the beginning of each semester to be placed on the eligibility list.
  9. The assignment of regular drivers to substitute shall be made by the Supervisor/Designee on a rotating basis.
  10. The Board reserves the right to assign regular substitute bus drivers in the event a regular driver is absent.
- D. 1. Bus drivers who elect to drive field trips/special runs must sign up at the annual in-service day to be eligible for the first semester and by January 10th to be eligible for the second semester. At the start of the first and the second semester, the run equalization charts shall start at zero and field trips/special runs will be assigned initially on a seniority basis and, thereafter, in accordance with applicable equalization charts. New bargaining members electing to drive field trips/special runs will begin each signed list with an average of the last five (5) highest total hours.
- Trip hours will be calculated as follows: Trip time less run time equals trip hours. The trip with the highest hours will be assigned to the driver with the lowest total trip hours and continue in that order until all trips are assigned. If there is more than one trip with the same estimated trip hours, than the order of trip assignments will be by Day order. If more than one trip is equal in hours and on the same day, they will be assigned in order of athletic trips first. During field trips/special runs the fifteen (15) minute break shall occur during the time the driver is not responsible for students during trips.
- Special Education bus drivers shall be eligible for field trips/special runs only after the completion of their regularly scheduled run, however, when field trips/special runs are bid upon, special education drivers may take the next run on the rotation list for which they are available based upon their equalized hours.
2. Two (2) equalization charts shall be maintained for determining eligibility for a field trip/special run assignment; one for Monday through Friday trips and one for weekend/holiday trips.
  3. Time and one-half shall be paid for all time worked over eight (8) hours per day when approved by the Supervisor. Overtime will be paid for over 40 hours per week at time and one-half and on Saturday and double time on Sunday. Time worked shall mean when the driver is on assigned duty.
  4. When an employee refuses to accept a field trip/special run assignment for any reason including being absent at the time runs are assigned, the

employee will be charged with the amount of hours for that run. If all employees refuse a particular trip, that person whose turn it was to drive shall accept the assignment or a substitute may be given the assignment at the discretion of the Supervisor-Designee. Drivers not working their entire regularly scheduled run shall not be eligible for a field trip/special run in that day when that run is scheduled outside of the regular workday. In the event a driver refuses five (5) assigned field trips/special runs, the driver's name will be removed from the eligibility list except that refusal to accept an assignment due to a pre-arranged medical/dental appointment, business day and/or being absent at the time that the assignments are being made shall result in being charged the amount of hours of that run but shall not count as one of the five (5) refusals that would cause one's name to be removed from the eligibility list. Proof of the pre-arranged medical/dental appointment is required.

Drivers accepting a fieldtrip/special run at the fieldtrip meeting will be allowed a one time emergency to cancel taking the trip after it has been issued, and will be charged the hours for that trip. There after any issued trip that is canceled by the driver will be charged the trip hours plus receive a check mark.

Tack on work including vocational runs will be handed out on a rotating basis in seniority order.

Special Education drivers will not be charged a refusal or be charged hours if the field trip/special run occurs during their regularly scheduled workday. Special Education drivers, who drive field trips/special runs, will do so at the regular rate and will not be paid the special education stipend.

5. In the assignment of field trips/special runs, the drivers shall be given 48-hour notice, when possible. If a driver refuses any field trips/special runs and has less than 48 hours' prior notice of the trip, he or she will not be given a check mark or charged the amount of hours charged to the driver who is assigned the run.
6. Substitute drivers will not be included on the field trips/special runs list but will be used to fill in for drivers who are on field trips/special runs. Substitutes may be assigned special runs when all eligible drivers have refused a field trip/special run or in cases when an unforeseen combination of circumstances or the resulting state that calls for immediate action exists.
7. If a field trip/special run interferes with a driver's regular run in such a way that the driver to be assigned will work less hours for that day, the driver to be assigned will have the choice to accept or refuse the field trip/special run. If the run is refused, that driver will not have the trip time charged

against him/her. When a trip is accepted, the driver will only be paid for the amount of time actually worked.

8. Bus drivers may only be required to drive school buses used to transport School District children on a school-sponsored activity.
9. In cases where less than one-half (1/2) hour exists between a regular run and a field trip/special run, drivers' time shall be continuous.
10. When on field trip/special runs, drivers will park their bus in a place and manner to ensure the vehicle's safety. Drivers may not leave the bus or the general proximity of the bus or leave the general area with the bus without first securing approval from the sponsor/chaperon of the activity.
11. Sponsors of field trips/special runs will furnish an admission ticket when needed at no cost to the driver.
12. Only those persons authorized to participate in a given activity may ride a bus. Drivers may, if needed, stop and call while en route to inform a person of their choosing of their estimated return time.
13. In the event a field trip/special run is canceled after 9:00 a.m. on the morning of the trip, the affected driver will not suffer a loss of regularly scheduled paid time in the event the cancellation prevents the driver from working their regularly scheduled run. If a driver has pre-tripped the bus and waited for the team, and then is notified that the trip has been cancelled, the time will not be charged to the trip hours and if possible, the driver will complete their regularly scheduled run without loss of regularly scheduled paid time.
14. When field trip/special run assignments are canceled, drivers who are affected will be assigned the next available trip during that week's schedule.
15. Drivers may not trade field trip/special run assignments. Drivers may be removed from the field trip/special run equalization chart for the semester for the following reasons:
  - A. Failure to report to assignment on time.
  - B. Establishing a pattern of failing to report for their regular work schedule the next day following a trip assignment
16. Required overnight field trip/special run assignments shall be paid actual driving time only.



- E. 1. Bus drivers attending classes directed by their supervisor shall be paid for all time in class at their appropriate rate. Prior approval by the supervisor on a form provided by the District, stating the location of the class, the purpose of the class, and the length of the class must be secured. Every attempt shall be made to schedule all classes to take place the last week of August to the end of May. Transportation by bus will be provided if the classes take place fifteen (15) miles or more from Brandon Schools.
2. All drivers are required to attend the annual in-service/bidding day(s). In the event a driver does not attend as required, the driver shall not be eligible, regardless of seniority, to bid for a run until all drivers in attendance have bid for their runs. Drivers attending required in-service programs shall be paid at their appropriate rate for all time in which attendance is required. In the event an employee has an unavoidable circumstance and is unable to attend the annual in-service/bid-day; the following procedure will be used to obtain permission to bid. A panel consisting of the Steward, Supervisor, and one (1) person agreed upon between the two (2) appointed members of the panel, shall be created. All requests shall be submitted to the panel for approval. In the event that the absence is considered legitimate, with documentation, they may designate in writing their route choices to the panel. In the event the absent driver is so incapacitated that he/she cannot give a list of their route choices to the panel, the Union Steward shall make the absent driver's route selection. All other absent drivers shall be assigned open routes not claimed on bid day in accordance with their seniority.

The employee will be notified of the date for the annual in-service no later than the last student day of school (June) in the prior school year. If the school calendar is not known by the end of the previous school year, then the drivers will be notified as soon as the school calendar is known.

- F. 1. Any case of assault upon a bus driver, while the bus driver is on duty shall be promptly reported to the Transportation Supervisor-Designee. The Board shall provide reasonable assistance to advise the driver of his/her rights and obligations under the law. This assistance shall not apply when the employee is the plaintiff in a civil or criminal suit.
2. Drivers have the authority and responsibility of maintaining discipline and control on their bus when they are driving in accordance with established Board policy and transportation rules and regulations for busing students.
3. When drivers encounter a dangerous or special condition while en route, the drivers will have the right to exercise their best judgment and have discretionary authority to act in the best interests of ensuring the safety and welfare of the passengers and themselves. When such a situation occurs which results in a change in an assigned run, an alteration of the

regular time schedule or other deviation from the norm, the driver will as soon as reasonably possible but not later than the next stop at a school building or the Transportation Department, report the deviation to the Transportation Supervisor-Designee. After receiving the report, the Supervisor may make further determinations regarding the matter.

#### G. Summer Work

Drivers shall, in order to be eligible for summer work, sign up on a sign-up sheet to be posted by not later than June 1st of each year. Assignments shall be filled in order of seniority from the summer work list.

Summer field trips shall be assigned each Monday between the hours of 9:00 a.m. and 11:00 a.m. The employees signed up on the list shall be issued trips first by seniority order and there after by equalized hours with lowest equalized hours going with the longest trip. The employee shall be permitted no more than one (1) hour to respond to the office for a field trip offer made on a day other than Monday. If a driver refuses a run with less than 48 hour notice they will not be charged hours and will not be over looked for the next available trip.

Drivers working during the summer shall be paid at their regular rate of pay. There shall be a list for general education runs and a list for special education runs. Drivers interested in being eligible for the work shall sign up on the appropriate list. All said drivers shall be eligible for additional runs only after all drivers have had at least one run or refused one (1) run.

Drivers assigned runs during the summer months shall first complete that assignment before being eligible for another run. Once the assigned runs are completed, those drivers will now be available for work according to the summer work lists they have signed. They will begin each signed list with an average of the last five (5) highest total hours.

Drivers of runs that are continuous in nature will have the option of continuing the run or allowing the summer portion, (beyond Brandon Schools calendar year, until new calendar year starts) of their run to become summer work subject to the re-bidding procedure. The driver must notify the Transportation Supervisor of their decision by May 15<sup>th</sup>.

#### H. Utility Bus Driver

The a.m. utility bus driver would be responsible for under-the-hood maintenance for each vehicle; for checking oil, antifreeze, power steering, etc., and other duties to be assigned by the Supervisor-designee. The a.m. utility bus driver will also be available when needed to drive and will be guaranteed a minimum of four (4) hours per day in wages.

The p.m. utility bus driver would be responsible for gas maintenance for each vehicle and other duties assigned by the Supervisor-Designee. The p.m. utility bus driver will be available when needed to drive and will be guaranteed a minimum of four (4) hours per day in wages.

When the a.m. and p.m. assignment/position is held by one person, resulting in an eight hour assignment, that person will be eligible for benefits in accordance with Article 39.

- I. The Employer shall be responsible to perform regular maintenance on the fueling station to insure proper operation. The Employer shall be responsible to clean up all fuel spills within a reasonable amount of time. .
- J. When a run is "doubled up" with other runs (i.e., the driver is not only driving their regular run but a portion of another driver's run) the driver(s) shall be paid for an extra one-quarter (1/4) of an hour's pay.
- K. The Employer shall, within three (3) days after the end of each pay period have a copy available of the time sheet for each employee that has been submitted to payroll.

## ARTICLE 21 - LICENSES AND CERTIFICATES

Bus drivers will be required to have a Commercial Drivers License with a Group "B" Passenger Air Brake Endorsement, and also an S Endorsement as well as having satisfactorily passed the "General Knowledge Test" required by the State of Michigan.

The Board will, for Bus Drivers, Mechanics and others who are required to have a Commercial Drivers License, pay all fees upon satisfactory completion of the written test required for the license renewal including the S Endorsement.

When an approved Road Test is required for renewal, the Board shall pay the fee upon satisfactory completion of the entire test. The Board shall assign the site for this.

When a regular driver, is required to take or drives another driver to the Road Test site, a stipend of \$35 shall be paid. Drivers will be offered the opportunity to transport road test drivers to the road test site in seniority order on a rotating basis.

License/Certification Renewal (Mechanics/Utility Driver)

Renewal of license/certification required and approved by the Superintendent-Designee will be paid by the Board.

Application for renewal/approval shall be made on forms provided by the District.

## ARTICLE 22 - PHYSICALS

Physicals required by the Board for employees, including those required for licenses and certificates shall be paid for by the employer, less the employee's health insurance coverage, provided the doctor assigned by the employer is utilized. Employees may go to their own doctor, if approved by the employer, but the employer shall pay only up to Twenty Dollars (\$20.00) for each physical.

## ARTICLE 23 - UNIFORMS

### A. Mechanic Uniforms

1. Mechanics and Utility Bus Driver personnel are to be provided with uniforms (one change per day, rented from a laundry service during the work year).
2. Employees furnished uniforms must be properly dressed in their uniforms while on duty. Uniforms are not to be worn off duty except when going to or from work.
3. The Board will provide to each Mechanic and Utility Bus Driver employees proper foul weather gear, to include rain jackets, rain boots, work gloves and other such items as determined necessary and they shall be replaced as they wear out.

### B. Gloves shall be made available for the use of drivers.

### C. It is the responsibility of the employee to provide for proper care, security and use of items such as tools, keys, flashlights and so forth that are issued to the employee. Improper use, care or loss of such items may, as determined by the Board, cause the employee to pay the replacement costs.

## ARTICLE 24 - TOOL EXCHANGE

- A. The mechanic/utility bus driver is to furnish his/her own tools. If a tool becomes broken on the job, the Board will buy him/her a replacement when the broken one is turned in to the Supervisor.
  
- B. In the event a mechanic/utility bus driver perceives a need for a new tool(s)/equipment that is costly and not of a personal nature, the mechanic/utility bus driver may request such, as follows:
  - 1. Submit the request in writing on a requisition form to the Transportation Supervisor.
  - 2. The request will contain proper identification, estimated price, and a statement of need/purpose to be served.
  - 3. The Transportation Supervisor will review the request and may, based on consultation with the Superintendent-Designee, purchase the tool(s)/equipment or may deny the request.
  - 4. The decision to purchase/deny request for new tool(s)/equipment will be at the sole discretion of the Superintendent-Designee.

## ARTICLE 25 - LUNCH PERIOD/RELIEF TIME

An employee shall be entitled to a duty-free, unpaid lunch period of one-half (1/2) hour when the employee works four (4) or more continuous hours. The time of an employee's lunch period shall be established by the Board to guarantee continuous service to our schools.

An employee may take a fifteen (15) minute relief period during each continuous four (4) hours worked. The time of an employee's relief period shall be established by the board to guarantee continuous service to the School District.



## ARTICLE 26 - DISABILITY LEAVE

### A. Paid Predictable Disability Leave

1. When a potential disability or hospital confinement is known to the employee, the Superintendent-Designee shall be notified as soon as possible of the anticipated days of the necessity to use sick leave. Medical verification will accompany the notification, and medical certification of continued ability to perform duties may be required.
2. To receive sick leave benefits, the employee must perform all duties until physically disabled and unable to perform duties. The employee must return to work as soon as a physician certifies the employee's ability to return. Such certification may be required by the Superintendent-Designee for all such leave days taken.

## ARTICLE 27 - JURY DUTY

An employee called for jury duty or to give witness testimony before a judicial or administrative tribunal shall be compensated for the difference between the employee's pay and the pay received for the performance of such obligation provided that said employee is not a defendant in the proceedings. No employee shall be compensated for appearing as a witness before a judicial or administrative tribunal on behalf of or as a representative of the Union.

### Leave Provisions

1. An official notification of call to serve must accompany the jury duty leave form.
2. The employee must report his/her absence on a daily basis unless other arrangements are made due to special circumstances.
3. The employee must report all compensation received for serving on jury duty to the Personnel Office upon receipt of such payment.
4. The employee shall receive the difference between the employer's regular pay and pay received for jury duty service, provided the employee is not a defendant in the proceedings.

## ARTICLE 28 - MEDICAL LEAVE

Unpaid leave of absence not to exceed one (1) year will be granted for medical reasons to those employees who have been continuously employed by the Board for one (1) year or more, provided the employee submits doctor verification of the need for such a leave. While on leave, seniority shall continue to accumulate for the 12 months. Seniority will then be frozen. After the twelve-month period is over, the employee must request an extension of the leave (not to exceed another twelve months) which shall be at the discretion of the Board. Such employees may return only if a position for which they are qualified becomes available.

Regardless of the length of leave, once an employee returns to work, he/she must work at least six (6) months before he/she is again eligible for another medical leave which is related to the same injury or illness. If a subsequent leave is requested which is related to the same injury or illness the previous leave was granted for, the leave shall be at the discretion of the Board.

## ARTICLE 29 - BUSINESS LEAVE

- A. A regular full-time/part-time employee shall be credited with two (2) non-accumulative business days equal to their regularly scheduled workday at the beginning of each year provided that said employee works at least one (1) day of said working year. Business leave shall not be deducted from sick leave or vacation days. The business leave shall be at the discretion of the Board. These days are intended for legal business that cannot be handled outside of the working day and/or other important and urgent matters that cannot be handled outside of the working day, subject to approval by the administration. A Business Day may also be used to provide payment for the employee on Act of God days not already paid by another section of the contract.
- B. Business leave may be requested/granted on increments of 1/4, 1/2, 3/4 or full hours, subject to need and work schedule. Application for business leaves on business leave forms must be received 24 hours in advance except in cases of emergency. Business leave forms will be returned within 24 hours when possible.
- C. Business leave shall not be allowed for recreational purposes, social functions, vacation periods, or pursuit of vocational or avocational activities. Confidential reasons for business leave for other important and urgent matters need only be shared verbally with the Supervisor for a determination.
- D. Business leave may not be taken the day before or the day after a legal holiday or periods of recess unless adequate justification is presented to the administration that said personal business cannot be transacted at any other date.
- E. In the event a high rate of absence is evident on a day leave is being requested and an adequate number of substitutes cannot be secured, a leave request may be denied on that day. However, no leave day(s) that has been previously approved in writing shall be denied.

## ARTICLE 30 - MILITARY LEAVE

Military leave shall be granted in accordance with applicable State and Federal laws.

## ARTICLE 31 - UNPAID LEAVES OF ABSENCE

### A. Thirty Day Leave

Any employee desiring leave of absence from his/her employment shall secure written permission from the employer with notice sent to the Union. The maximum leave of absence shall be for thirty (30) days without pay. Permission for extension must be secured from the employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights and shall be subject to discipline, including discharge by the Board of Education for the employee involved.

### B. Unpaid Leaves for Union Business:

Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Board shall, at the written request of the Union, receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon thirty (30) days or more of notification of intent to return shall be re-employed with accumulated seniority if a position for which they are qualified is available.

### C. Union-Sponsored Workshops/Conferences:

The Board shall allow the Stewards a total of four (4) days non-accumulative, release time per year, if needed, to attend Union-sponsored workshops and conferences. The cost of a substitute, if used, will be paid by the Union. Written notice shall be submitted ten (10) days in advance to the Superintendent-Designee by the President of Local 214.

### D. Child Care:

An unpaid leave of absence for up to one (1) year, renewable at the discretion of the Superintendent-Designee, will be granted for child care purposes and for a specific duration to be determined at the time the leave is requested/granted.

1. A request in writing for said leave must be filed with the Superintendent-Designee at least 30 days prior to the commencement of the leave except in cases of emergency.

2. Specific terms and conditions will be established by the Superintendent-Designee in writing prior to the beginning of the leave covering fringe benefit continuation at the employee's expense, where possible, seniority, salary step, return date, and position to which to be returned. Upon request of the employee, a Union representative may be present. Such terms and conditions will be binding on the parties.

## ARTICLE 32 - PAID TIME OFF (PTO)

- A. Employees shall be granted PTO hours per month equivalent to their regularly scheduled workday with a limit of 1250 hours accumulation. For the purpose of computing PTO, bus drivers will be considered ten (10) month employees. (See Appendix D for the definition of a regularly scheduled workday.)
1. PTO may be used when the employee is unable to perform assigned duties due to personal illness or injuries or for medical, dental or optical examination or treatment. A doctor's verification of disability may be required at any time.
  2. PTO may be used if the employee is required to provide care for a member of the immediate family due to illness, injury or examination or treatment as stated above.
    - a. Immediate family for this purpose is defined as: spouse, children, parents, stepparent, stepchild, grandparents, mother-in-law and father-in-law, brother, sister, or grandchild.
    - b. In the case of the care or attention for convalescent purposes, a corroborating statement of the need for such care may be required by the Superintendent-Designee from the physician of the immediate family member.
  3. PTO days can be used for non-holiday time off. May also be used to provide payment for the employee on days not already paid by another section of this contract.
- B. Employees hired before July 1, 2009 at retirement, shall be paid 50% of PTO time accumulated. In the event of the death of an employee, the amount will be paid to the designated beneficiary.
- C. A certificate of inability to work by reasons of illness from a doctor of medicine or other physician designated by the Board (The cost of examination by Board-designated physician to be borne by the employer.), and such other evidence of illness and inability to work as the Board may deem necessary may be required as evidence of the illness before compensation for the illness is allowed.
- D. Except in cases of emergency:
1. Bus drivers who are unable to perform duties because of illness or disability shall notify their Supervisor-Designee of their reason for the absence at least one (1) hour prior to the start of the workday.



2. Other employees who are unable to perform their duties because of sickness or disability shall notify their Supervisor-Designee not less than one (1) hour prior to the start of the workday.
3. Failure to provide notice will result in a loss of pay and the right to charge absence against PTO.

If an illness or disability extends beyond the first day, the employee and the employee's Supervisor may make arrangements as to the frequency of notification of the continued illness or disability.

- E. If the employee's regularly scheduled work hours vary during the workweek or the month, the accumulated PTO hours credited to his/her bank in a month shall be based on an average of the regularly scheduled work hours in the month divided by the workdays in the month. A standard month (one in which an employee is scheduled to work twenty (20) or more days) may be used to calculate an average, which shall be used during the year.

In the event a reduction of an employee's regularly scheduled workday hours occurs, no employee will have the hours in his/her PTO bank reduced.

## ARTICLE 33 - BEREAVEMENT LEAVE

In case of death in his/her immediate family, a regular employee may be granted leave of absence with pay for the workdays falling within the period between the time of death and the day of the funeral not to exceed three (3) days. "Immediate family" is defined as spouse, child, stepchild, brother, sister, parent stepparent, and parent-in-law, brother-in-law, sister-in-law, aunt and uncle, niece and nephew, grandparent and grandchild, and legal guardian except that a relative residing in the same household may, for the purpose of this Article, be considered as the immediate family. Request for the above-mentioned leave will be in accordance with administrative procedures.

## ARTICLE 34 - HOLIDAYS

The following paid holidays will be granted each employee working a full twelve (12) months:

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day (July 4th)	Christmas Day

Employees working less than twelve (12) months will receive paid holidays that are within their scheduled workyear as indicated above.

Attendance at the in-service days prior to the start of performance of regularly assigned duties is included in an employee's scheduled work year. There shall be three (3) days of Professional Staff Development of which (1) day shall be held prior to the start of the student school year or Labor Day. Each Professional Staff Development day activity shall be a minimum of six (6) hours in length.

Holidays falling on Saturday or Sunday will be recognized on Friday or Monday, whichever the case may be.

Paid holidays are to be treated as time worked. This shall mean eligible employees will receive straight time pay for holiday pay based on their regularly scheduled workday. (See Appendix D for the definition of a regularly scheduled workday.)

All employees in order to be eligible to receive holiday pay must work their entire scheduled workday or be on an approved vacation leave. This shall mean an employee must work the entire scheduled day before and the entire scheduled day after a holiday to be eligible to receive holiday pay unless an exception is granted by the Superintendent-Designee.

## ARTICLE 35 - VACATION

All full-time twelve-month employees shall be entitled to the following vacation schedule:

Employment Period	Vacation
1 year	10 working days
2 years	11 working days
3 years	12 working days
4 years	13 working days
5 years	14 working days
6 years	15 working days
7 years	16 working days
8 years	17 working days
9 years	18 working days
10 years	19 working days
11 years	20 working days

Vacations must be taken during the year in which the employee becomes eligible or they shall forfeit the vacation days. The hiring date of the employee shall determine his/her date of eligibility for the vacation schedule.

Exceptions based on need of service shall be at the discretion of the Superintendent-Designee.

Vacations shall be at such time as arranged with the Superintendent-Designee.

## ARTICLE 36- ACT OF GOD DAYS

### INCLEMENT WEATHER DAYS

Employees, excluding bus drivers, are required to report for work on all days when school is not in session because of inclement weather conditions. All employees not working because of inclement weather conditions will be paid for inclement weather days that do not have to be made up at the end of the year to a maximum of two paid inclement weather days per year. Any days beyond the two will be unpaid for those employees not required to report.

Mechanic personnel will report for work on all scheduled workdays unless otherwise notified. In the event these employees are sent home early or are told not to report due to inclement weather (Act of God days), they will be paid for their regularly assigned workday in the same manner as if they had worked.

The District will be liable for two (2) hours late notification payment, in accordance with the contract, to drivers who show up for work if the following conditions are not met:

1. Once the decision to close school has been made the Transportation Supervisor will notify the Union Steward, and initiate the "Alert Now" system to notify the remaining employees not less than  $\frac{1}{2}$  half hour before the first drivers punch in time.
2. No employee will be required to call or notify any other employee of school closings.

Nothing contained herein shall prevent the rescheduling of workdays as deemed necessary by the Superintendent-Designee, including the right to reschedule workdays in the event it is necessary to meet minimum State requirements for pupil instruction as required by MCLA 388.1701(3) and (4) of the State School Aid Act as amended by P.A. 239 of 1984.

## ARTICLE 37 - WORKERS' COMPENSATION

A. For employees eligible for health insurance benefits:

Any employee who is injured in the line of duty shall receive only such compensation and expenses as are prescribed by the Worker's Compensation Law of the State of Michigan, except that the Board shall pay the employee's health insurance for a period not to exceed two (2) years. The benefit level shall not exceed the level the employee had at the time of injury.

B. For employees not eligible for health insurance benefits:

Absence due to injury or illness incurred in the course of the employee's employment shall not be charged against the employee's sick leave days. The Board shall pay to such employee the difference between his/her salary and benefits received under the Michigan Workers' Compensation Act for a period not to exceed twelve (12) months provided that the injury or illness qualified under the Michigan Workers' Compensation Act.

## ARTICLE 38 - PAYROLL DEDUCTIONS

All authorizations for payroll deductions will be made on forms approved and provided by the Board.

The Board agrees to make voluntary payroll deductions from the salaries of the employees for tax-deferred annuities, automatic payroll savings with the Clarkston Brandon Credit Union, North Oakland Community Credit Union, Oxford Bank, Great Lakes Bancorp, Bank One, medical insurance premiums, United Way, Union dues, and any other deductions approved by the Superintendent-Designee.

## ARTICLE 39 - INSURANCE

### A. Insurance Protection

The Board agrees to provide without cost to each full-time employee the benefits listed below. The Board shall be responsible only for the premium for the benefits indicated. The employee must be properly enrolled in order to be eligible to receive benefits. Benefits set forth in this Agreement shall be subject to the rules, regulations, and determinations set forth by the carrier. Upon written request by the Board, Items A 1, 2, 3, 4 & 5 will be opened for the purpose of exploring via the negotiation process the selection of an alternative insurance provider, including self-insured programs by which comparable plans may be made available.

Employees of the district hired after December 1, 2009 shall not qualify for fully paid health insurance by the employer until they regularly work 37.5 hours in a week.

1. MESSA CHOICES II 100/200, \$10 Visit WITH A 10/20 RX CARD
2. Long-term disability insurance beginning on the sixty-first calendar day after such illness, beginning at 2/3 base earnings to a maximum of two hundred dollars (\$200.00) per week.
3. Twenty-thousand dollars (\$20,000) of group term life insurance with an accidental death and dismemberment (AD&D) clause.
4. Delta Dental Plan 80/80/80 for all full-time employees and their eligible dependents, including internal and external coordination of benefits.
5. VSP3

Part-time employees shall have a prorated amount paid toward the insurance coverage cited above, subject to the carrier's rules and regulations and provided that any difference is made up by the employee.

All 12-month employees entitled to insurance protection earn coverage for the month in which they are in a paid status - working or on a paid leave. All such employees entitled to insurance protection and are classified as ten-month employees earn insurance protection on the basis of 1.2 months earned for each month worked.



B. Health Insurance Option

Employees eligible for but not taking health insurance may, when eligible, apply \$110.00 per month/\$1320 per year toward insurance options including cash pay-offs or tax shelter annuity programs available through carriers approved by the Board.

No employee shall have double health insurance coverage. If the District becomes aware that double coverage health insurance has occurred, the amount of premium that the District unnecessarily paid involved in this double coverage will be recovered from the employee.

Should the health insurance costs increase by more than eight (8) percent during the second or third year of this Agreement, the Board and the Union will meet together to determine areas within the insurance program of this bargaining unit to eliminate the increased cost in excess of the eight (8) percent.

C. Unpaid Leave

Employees who become disabled and exhaust their sick leave and continue to be disabled are in unpaid status and shall have fringe benefits paid for by the Board for a period of 30 days from the beginning of the disability and/or for the month in which the 30-day time period elapses, whichever is longer. In the case of ten-month employees, coverage will continue for the length of the employee's earned coverage at the above-indicated rate, including the full month in which the coverage elapses or for the 30-day provision as noted above, whichever is longer.

D. Cash-Pay Premiums

Employees in an unpaid status, as outlined above, may cash-pay premiums for fringe benefits (hospital and life) in accordance with the insurance company's cash-pay provision. Employees who desire to carry such benefits shall contact the Personnel Office to make arrangements.

E. Disability

In the event an employee becomes disabled and exhausts his/her sick leave and is therefore in an unpaid leave status, the L.T.D. premium shall continue to be paid for by the Board until the period of eligibility has elapsed and/or the employee is determined to be eligible for or declared ineligible for L.T.D. benefits and/or the employee receives a disability check, whichever is shortest

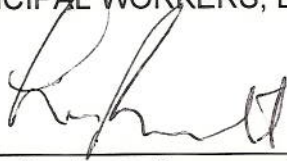
## ARTICLE 40 - NEGOTIATION PROCEDURES

- A. At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of members covered by this Agreement.
- B. In any negotiations described in this Article, neither party shall have control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by the Board and the Union. The parties mutually pledge that representatives selected by each shall be clothed with necessary power and authority to make proposals and concessions in the course of negotiations, subject only to such ultimate ratification.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the procedures established under Public Act 379 as amended.
- D. Members of the Union's negotiating team and/or consultants thereto, who are employees of the Board, shall be released from their normal duties without loss of salary when meetings of the two (2) negotiating teams are scheduled during their normal working hours.

ARTICLE 41 - DURATION OF AGREEMENT

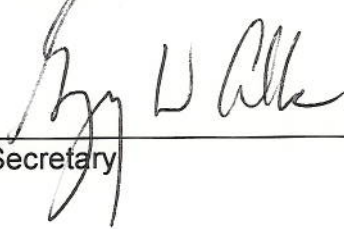
This Agreement shall become effective the first day of July 2009, and shall continue in effect for three (3) years until the 30th day of June, 2012. This Agreement shall remain in effect after the expiration date so long as negotiations are in progress for a new agreement. At least ninety 90 days prior to the expiration of this Agreement, the parties shall begin negotiations on a successor agreement.

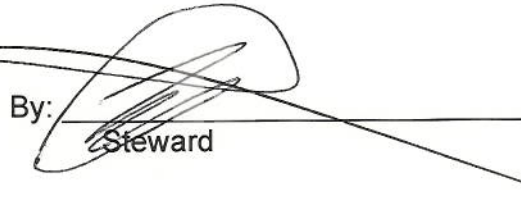
TEAMSTERS STATE, COUNTY AND THE BRANDON BOARD OF EDUCATION  
MUNICIPAL WORKERS, LOCAL 214

By:   
Business Representative

By:   
President

By:   
Steward

By:   
Secretary

By:   
Steward

**APPENDIX A - SALARY SCHEDULE**

<b>General Ed, Special Ed and Utility Bus Drivers</b>		
	<b>2009-2010</b>	
Beginning	\$15.11	
90 Days	\$15.79	
One Year	\$16.65	
Special Ed Driver Differential Rate - +\$0.25 per hour		
Utility Driver Differential Rate - +\$0.30 per hour		

<b>Vehicle Mechanic</b>		
	<b>2009-2010</b>	
Beginning	\$17.25	
90 Days	\$18.08	
One Year	\$18.94	
Head Mechanic Rate - +\$0.30 per hour		
All Vehicle Mechanics Differential Rate - +\$0.25 per hour		

2<sup>nd</sup> year 2010-2011 wage/health care opener  
 3<sup>rd</sup> year 2011-2012 wage/health care opener

**Longevity**

+ \$.25 per hour above the regular rate beginning with the employee's eighth (8th) year of continuous service.

+ \$.25 per hour more above the regular rate beginning with the employee's fifteenth (15th) year of continuous service.

+ \$.25 per hour more above the regular rate beginning with the employee's twentieth (20th) year of continuous service.

+ \$.30 per hour more above the regular rate beginning with the employee's twentieth (25th) year of continuous service.

### Vehicle Mechanic/Utility Driver Certification

Vehicle mechanics/Utility drivers will be paid an additional \$.25 per hour for each successfully obtained Board approved motor vehicle mechanic certificate, State of Michigan.

### Time Cards

Upon request, each employee shall be provided a printout of their time clock entries at the end of each pay period.

## APPENDIX B - UTILITY DRIVER

It is understood between the parties that the job function of delivering lunches from one school location to another and the job function of picking up and delivering the mail from building to building will no longer be considered bargaining unit work. These duties will not be assigned to personnel represented by Teamsters State, County and Municipal Workers, Local 214, as part of their daily duties, except on an emergency -only basis.

## APPENDIX C - REGULARLY SCHEDULED WORKDAY

The following represent the definition of a regularly scheduled workday as agreed to by the parties:

1. Regular means that which occurs frequently over a long period of time.
2. Scheduled means the run as assigned during the bidding process or as the assigned run has evolved/developed on a regular basis.
3. Reference to an entire scheduled workday means the complete and total scheduled workday.
4. Reference to an approved vacation leave means an administrative approved vacation leave; not sick leave, business leave, or any other type of leave.
5. Reference to an exception means an emergency situation such as but not limited to (a) an emergency condition which causes one to be unexpectedly hospitalized causing an immediate disruption in what would have otherwise been the employee's intent to work, (b) situations such as an employee being injured on the way to work (i.e., falling and breaking a leg, car accident, etc.), (c) a legal/court action not initiated by the employee or (d) jury duty leave and bereavement leave.

Based on the above, the first consideration for holiday pay eligibility is the specific language of Article 34. The second consideration for holiday pay eligibility is whether or not circumstances warrant an exception. Each request for an exception will be reviewed individually and on its own merits. No decision will be precedent setting and each decision will be at the sole discretion of the Superintendent-designee.

All requests for review of special circumstances to determine whether or not an exception will be granted are to be submitted in writing to the employee's steward and the employee's immediate supervisor setting forth the request and explanation of the situation and appropriate documentation.

AGREEMENT TO MODIFY COLLECTIVE BARGAINING AGREEMENT  
BETWEEN BRANDON SCHOOL DISTRICT AND TEAMSTERS LOCAL 214 –  
TRANSPORTATION

The Brandon School District and the Teamsters State, County and Municipal Workers, Local 214, Transportation, agree to extend their existing agreement beginning effective July 1, 2010 through June 30, 2012, except as follows:

- Article 11, WORKWEEK.

Workday and Workweek.

Effective September 1, 2010, the normal workday for all full-time mechanics shall be **seven and ¾ hour (7.75)** ~~eight (8)~~ hours, exclusive of the lunch break which shall not exceed one-half (1/2) hour.

Mechanics will take 12 furlough days

- Article 29, BUSINESS LEAVE

Effective with the 2010-2011 year, there shall be no business leave days for bus drivers.

- Article 20, BUS DRIVERS' HOURS OF WORK and Article 34, HOLIDAYS

- Article 20, A:

There shall be ~~three (3) days~~ **two days** of professional staff development of which one day shall held prior to the start of the student school year or Labor Day shall be included in an employee's scheduled work year, ~~Each staff development activity shall be~~ a minimum of six hours in length.

- Article 34

- same as above

- Article 32, SICK LEAVE

During the 2010-2011 year, bus drivers shall not accrue sick leave hours in June 2011.

- Article 36, ACT OF GOD DAYS/INCLEMENT WEATHER DAYS

Effective with the 2010-2011 year, bus drivers shall not be paid pay for days not worked due to Acts of God/inclement weather days.



- Article 39, INSURANCE

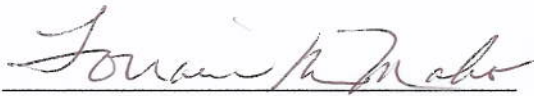
A. **Effective July 1, 2010**, the Board agrees to provide without cost to each full-time employee the benefits listed below....

A. 1. MESSA CHOICES II, ~~\$10/20~~ **RX Saver with 300/600 in network and 600/1200 out of network deductible**

**A.6 (new). Effective July 1, 2010, bus drivers shall not be eligible for dental, vision or life insurance but may purchase such benefits at their cost during open enrollment. The drivers' premiums for such excluded benefits shall be paid via payroll deductions.**

- Appendix A shall be modified as follows effective July 1, 2010:
  - All pay rates shall be reduced 1.25%
  - New starting wage for bus drivers is \$13.50 with no guaranteed increase or shift pay
  - Special Ed Driver Differential Rate is eliminated
- In the event that the District's Fund Equity exceeds 9% [during the 2010-2011 school year/as stated within the official audit report for the 2009-2010 year], the parties will reopen the contract to discuss possible restoration of some or all of the above reductions. It is understood that the reopener does not guarantee restoration of any of the reductions.
- In all other respects, the prior collective bargaining agreement between these parties shall remain in full force and effect.

BRANDON SCHOOL DISTRICT



Lorraine McMahon, Superintendent

TEAMSTERS LOCAL 214



Les Barrett, Business Representative



Debra Allen, Steward



Jean Paul Helias, Steward

3-25-11  
Date

3-25-11  
Date