

**AGREEMENT**

**Between**

**BOARD OF EDUCATION OF THE  
HART PUBLIC SCHOOLS**

**And**

**HART TRANSPORTATION ASSOCIATION/MEA/NEA**

**July 1, 2009 - - - June 30, 2011**

**INDEX**

<b>ARTICLE</b>	<b>DESCRIPTION</b>	<b>PAGE NO.</b>
	<b>Agreement</b>	<b>2</b>
<b>I</b>	<b>Recognition</b>	<b>2</b>
<b>II</b>	<b>Agency Shop</b>	<b>2</b>
<b>III</b>	<b>Employee Responsibilities</b>	<b>4</b>
<b>IV</b>	<b>Seniority</b>	<b>4</b>
<b>V</b>	<b>Seniority Lists</b>	<b>4</b>
<b>VI</b>	<b>Loss of Seniority</b>	<b>6</b>
<b>VII</b>	<b>Discipline of Employee</b>	<b>6</b>
<b>VIII</b>	<b>Controlled Substance Use and Testing</b>	<b>8</b>
<b>IX</b>	<b>Grievance Procedure</b>	<b>10</b>
<b>X</b>	<b>Vacancies and Transfers</b>	<b>13</b>
<b>XI</b>	<b>Layoff and Recall</b>	<b>15</b>
<b>XII</b>	<b>Leaves of Absence</b>	<b>16</b>
<b>XIII</b>	<b>Compensable Leave</b>	<b>18</b>
<b>XIV</b>	<b>Longevity</b>	<b>20</b>
<b>XV</b>	<b>Continuity of Operations</b>	<b>21</b>
<b>XVI</b>	<b>Conformity to Law</b>	<b>22</b>
<b>XVII</b>	<b>Rights of the Employer</b>	<b>22</b>
<b>XVIII</b>	<b>Miscellaneous</b>	<b>24</b>
<b>XIX</b>	<b>Regular, Special and Field Trips</b>	<b>25</b>
<b>XX</b>	<b>Duration of Agreement</b>	<b>26</b>
	<b>Signature Page</b>	<b>27</b>
<b>Appendix A</b>	<b>Salary Schedule - School Year</b>	<b>28</b>
<b>Appendix A</b>	<b>Salary Schedule - Summer</b>	<b>29</b>
<b>Appendix S</b>	<b>Seniority List</b>	<b>30</b>

**AGREEMENT**

This Agreement, entered into on this 1<sup>st</sup> day of July, 2009 between the Board of Education of the Hart Public Schools, hereinafter referred to as the "Employer" and the Hart Transportation Association/MEA/NEA, hereinafter referred to as the "Union".

**ARTICLE I**  
**RECOGNITION**

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

ALL FULL TIME BUS DRIVERS

Excluding: substitute drivers, bus mechanics, bus supervisors office personnel, all other employees

- B. "Substitutes" shall be defined as a person scheduled to work in the absence of a regular bus driver on a leave of absence (paid or unpaid) and during the period of time required to post and fill vacancies.
- C. Supervisory employees may perform bargaining unit work in circumstances such as emergency situation, when operational difficulties are encountered, in the testing of materials and equipment and in the instruction or training of employees.

**ARTICLE II - AGENCY SHOP**

A. Service Fees

Each bargaining unit member shall, as a condition of employment:

- 1) On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union, or
- 2) Pay a Service Fee to the Union, pursuant to the Union's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative

Procedure adopted pursuant to that policy. The Service Fee shall not exceed the amount of union dues collected from union members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the Service Fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this of this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Union, or its designee, no later than twenty (20) days following deduction.

B. Objections Policy

Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures". That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

C. Dues Deductions

Any bargaining unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Union as established by the Union. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for then (10) months, beginning in September and ending in June of each year.

**ARTICLE III**  
**EMPLOYEE RESPONSIBILITIES**

- A. All employees shall fully, faithfully and properly perform the duties of their employment.
- B. Employees shall not engage in Union activities during their working hours.
- C. It is the responsibility of every employee to inform the Supervisor in writing of any change of name, address, telephone number, or any other information that would affect his/her job responsibilities.
- D. The Union will notify the Employer of any changes of Union stewards within five (5) working days to the Superintendent's office.
- E. It shall be the responsibility of any employee to attend any schooling required by the Employer. When an employee is required by his/her supervisor to attend a meeting during his/her normal working hours, the employee's work hours will not be decreased. Any time spent in such meetings over his/her regular work hours will be paid at the layover rate of pay.

**ARTICLE IV**  
**SENIORITY**

- A. New employees hired in the unit shall be considered as probationary employees for the first sixty (60) working days of their employment. When an employee finishes the probationary period, by accumulating sixty (60) working days of employment, the employee shall be entered on the seniority list of the unit and shall rank in seniority from the first day of employment. There shall be no seniority among probationary employees.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in the Articles of this Agreement. Probationary employees may be discharged, disciplined or laid off for any reason except lawful Union activity without recourse to the grievance procedure.
- C. Probationary employees shall not be entitled to insurance benefits, leave days or holidays. However, upon completion of the probationary period the employee will be credited with paid leave days (excluding holidays) which he/she would have earned.

- D. Seniority shall be defined as the length of continuous service in the bargaining unit from the employee's last date of hire. "Date of Hire" is the date the employee first worked in the bargaining unit. In the event two or more persons have the same date of hire, such tie shall be broken by using the last four digits of the social security number, with the person having the highest number, having the greater seniority
1. Seniority is not broken by an approved leave of absence, even though the employee is not providing "Continuous Service".
  2. Seniority continues to accumulate during a period of layoff for up to 24 months in length. (See VI,G)
  3. Seniority accumulates from the date of hire into the unit, without regard to the number of hours worked per day. (i.e. persons working 2 hours per day accumulate seniority at the same rate of those working 8 hours per day.)

**ARTICLE V**  
**SENIORITY LISTS**

- A. The seniority list on the date of this Agreement will show the names, such list will be in the rank order of seniority, and date of hire of all employees within the unit entitled to seniority.
- B. The Employer will maintain the seniority list and will provide the Union with an up-to-date copy by October 15<sup>th</sup> of each year, and shall post a copy in the Transportation Office.
- C. Bargaining Unit Members having any objections to the posted Seniority List, shall promptly state their objections to their supervisor in writing. In the event no objections are received within 30 calendar days of the posting, the list shall be deemed final.
- D. Attached to this contract, as Appendix "S", is a current seniority list arrived at by prior contract language. The parties hereby stipulate that Appendix "S" is accurate as of June 30, 2009. Effective as of July 1, 2009 additions and deletions will be made to the seniority list according to the terms of the contract.

**ARTICLE VI**  
**LOSS OF SENIORITY**

An employee shall lose seniority for the following reasons only:

- A. The employee quits or retires.
- B. The employee is discharged and the discharged is not reversed through the grievance procedure set forth in this Agreement.
- C. The employee is absent for three (3) consecutive days without notifying the Employer unless there are mutually agreed extenuating circumstances. After such absence, the Employer shall send written notification to the employee at the last known address that the employee has lost seniority, and employment has been terminated.
- D. The employee does not return to work when recalled from layoff as set forth in the recall procedure.
- E. The employee obtains a leave of absence under false pretenses.
- F. The employee does not return from leaves of absence. (Shall be treated the same as (C) above.
- G. The employee is laid off for twenty-four (24) months or length of seniority in the District, whichever is shorter.

**ARTICLE VII**  
**DISCIPLINE OF EMPLOYEE**

- A. No employee who has completed his/her probationary period shall be disciplined with just cause.
- B. Disciplinary action shall be defined as any written reprimand, suspension without pay, or discharge.
- C. An employee, at his/her own request, shall be entitled to have present a Union representative when any discipline is being exercised, or during an investigatory interview is being conducted that could lead to discipline.

- D. Whenever disciplinary action is reduced to writing by supervisor, the findings and decisions of the supervisor shall be filed, in writing, in the employee's personnel file, and a copy thereof given to the employee. If the employee disagrees with the findings or decision, he/she may submit a statement to be filed with the supervisor's statement within ten (10) calendar days.
- E. The Union agrees that the Employer has just cause to discharge any employee who:
1. Is convicted of any felony.
  2. Is convicted of any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to property of the Employer.
  3. Is absent for three (3) consecutive days without notifying the Employer. Exceptions may be made in case of extenuating circumstances.
  4. Does not return from sick leave and leaves of absence. Exceptions may be made in case of extenuating circumstances.
  5. Is under the influence of intoxicants or drugs while on the job.
  6. Consumes or sells intoxicants or drugs on Board property.
  7. Steals Board property.
  8. Duplicates School District issued keys without authorization.
  9. Intentionally falsifies records.
  10. Has or accepts another position or responsibility which conflicts with scheduled work time.
  11. Fails to meet State or Federal requirements.
  12. Any other reason which meets the "Just Cause Standard"



**ARTICLE VIII**  
**CONTROLLED SUBSTANCE USE AND TESTING**

- A. No employee shall use or consume any alcohol or controlled substance for a consecutive period of six (6) hours prior to reporting for work, or during any work period.
- B. No employee shall use or consume any alcohol or controlled substance on employer/company property, including in vehicles.
- C. No employee shall commence a work assignment while impaired or under the influence of any alcohol or controlled substance. Drivers may not perform safety sensitive functions while having an alcohol concentration level of 0.04 or greater.
- D. The Employer will only use credible testing programs, such as doctors or licensed medical facilities, for any required testing which could include testing of breath, urine, blood or saliva. Upon an initial test result indicating alcohol or controlled substance impairment or influence, a second, more sophisticated test could be required for confirmation if such test were available.
- E. The Employer will engage in the testing of employees through the taking of blood, urine or breath sample to determine if they are under the influence of alcohol or controlled substance, as required by the Omnibus Transportation Employee Testing Act of 1991, hereinafter referred to as “the Act”.
- F. In carrying out the controlled substance and alcohol testing required by the Act, the Employer agrees that it will comply with all its requirements, standards and procedures.
- G. The Employer may for the purpose of implementing controlled substance and alcohol testing, enter into a consortium which uses the services of an outside contractor and/or program administrator.
- H. It is understood that drivers will not lose regular pay in submitting to and underground tests for controlled substance or alcohol. Results of testing may lead to discipline up to, and including, discharge.
- I. Failure of an employee to accept testing when the Employer determines there is reasonable suspicion shall result in termination.

- J. The Employer may require testing for pre-employment, post-accident, reasonable suspicion, before returning to duty, and/or in advance with a random testing procedure.
- K. The employer will pay for employee's time spent for directed testing, and the cost of testing.
- L. Employee test results will remain confidential, except when disclosure is necessary for legal hearings, and/or administrative proceedings, as well as to D.O.T. Representatives.
- M. In the event any employer alcohol or controlled substance testing requirements conflict with local, state, or federal law and/or regulation, the applicable law shall take precedence.
- N. Any driver who tests positive for alcohol misuse or illegal use of a controlled substance, as determined by the Medical Review Officer (MRO), shall be subject to immediate discharge. Any initially positive test result will cause the immediate removal of the employee from his/her safety sensitive position without pay until the MRO's determination of positive or negative results. If negative is the result, the employee will be compensated for any loss of pay. If the driver requests that a split test be done, it will be at the driver's expense if a positive reading is confirmed and the driver will be terminated. If the split test proves negative, the driver will be returned to his/her duties and will be reimbursed for the costs of the test.
- O. When an employee is tested for controlled substance, the doctor or clinic will save 50% of sample (either blood or urine) for future testing. Should the first test return positive, the tested employee may request that the second half of the specimen be tested by another lab. The results of the second test will be final and binding on all parties.
- P. Covered employees using prescription or over-the-counter medication are responsible for being aware of any potential effects such medications may have on their ability to safely perform their duties. If a covered employee uses a controlled substance pursuant to a doctor's prescription, the employee must immediately inform the Transportation Director, or her/his designee of this medication, as well as the doctor's opinion as to whether the medication will adversely affect the employee's ability to perform a safety-sensitive function. Hart Public Schools has the right to obtain an independent medical opinion to determine if the medication produces hazardous effects which impede the employee's ability to safely perform her/his duties. If such determination is made by either of the medical opinions at the Employer's option, the

employee may use any paid leave available to her/him, or apply for unpaid leave of absence.

- Q. The parties recognize that controlled substance and alcohol testing are required proceedings which may subject the employee to disciplinary action. The Employer and the Union mutually agree that in the event the MRO contacts a driver as a result of a positive controlled substance test, the driver may contact a union steward to accompany her/him to any subsequent meetings or interviews with the MRO or Employer.

**ARTICLE IX**  
**GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services of or failure to re-employ any probationary employee.
  2. Employee evaluations.
  3. Any matter for which there is recourse under State or Federal statutes.
- C. The term “days” as used herein shall mean calendar days.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants or Union steward;
  2. It shall be specific;
  3. It shall contain a synopsis of the facts giving rise to the alleged violations;
  4. It shall cite the section or subsections of this contract alleged to have been violated.
  5. It shall contain the date of the alleged violation;

6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitation hereinafter set forth.

E. Procedure

1. Level One – An employee alleging a violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence (or the time the employee had knowledge or reasonably should have had knowledge of the occurrence) orally discuss the grievance with his/her supervisor.

If no resolution is obtained, the employee shall reduce the grievance to writing and proceed within ten (10) days of said discussion to Level Two.

2. Level Two – A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Supervisor. Within ten (10) days of receipt of the grievance, the Superintendent or his designated agent shall render his decision in writing.
3. Level Three – Individual employee shall not have the right to process a grievance at Level Three, such right vesting exclusively with the Executive Board of MEA.
  - a. If the Union is not satisfied with the disposition of the grievance at Level Two, it may within thirty (30) days after the decision of the Superintendent notify the Board in writing of the intent to submit the matter to advisory arbitration. The parties will then meet to select an arbitrator. If the parties cannot agree upon an arbitrator within ten (10) days, the matter will be referred to the Michigan Employment Relations Commission.
  - b. Neither party may raise new defense or grounds at Level Three not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than ten (10) days prior to the hearing a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time, in an attempt to settle the grievance.
  - c. In disciplinary matters, the decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Union. Subject of the right of the Board and the Union to judicial review, any lawful decision of

the arbitrator regarding disciplinary matters shall be forthwith placed into effect.

d. Powers of the arbitrator are subject to the following limitations:

- 1) He/She shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- 2) He/She shall have no power to establish salary scales.
- 3) He/She shall have no power to decide any question which, under this Agreement, is within responsibility of the management to decide.
- 4) He/She shall have no power to interpret state or federal law.
- 5) He/She shall not hear any grievance previously barred from the scope of the grievance procedure.
- 6) More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
- 7) Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- 8) Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based.

F. The fees and expenses of the arbitrator shall be shared equally.

G. Should an employee or the Union fail to institute and/or advance a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

- H. All preparation, filing presentation or consideration of grievances shall be held at times other than when an employee or a Participating Union Representative are to be at their assigned duty stations.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- J. Miscellaneous:
  - 1. Any grievance filed during the life of the Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this Agreement.
  - 2. Any grievance occurring during the period between the termination of this Agreement and the effective date of a new Agreement shall not be processed beyond Level Two.
  - 3. The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its management responsibilities subject to the final decision of the grievance.
  - 4. It is understood by the parties that no grievance shall be filed or based upon prior or previous agreement or upon an alleged grievance occurring prior to the effective date of the Agreement.
  - 5. No grievance shall be filed for or by any employee after the effective date of the person's resignation.
  - 6. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.

**ARTICLE X**  
**VACANCIES AND TRANSFERS**

- A. If an employee is transferred to a position under the Employer not included in the bargaining unit and within six (6) months thereafter is transferred to an open position within the bargaining unit, the seniority shall be considered to have been retained and accumulated while working in the position to which the employee is transferred for the purpose of all seniority rights and benefits provided for in this Agreement.

- B. A vacancy shall be defined as an unfilled position previously held by an employee that the Employer intends to fill or when a new position is created. Temporary vacancies of six weeks (30 work days) or less shall not be considered a vacancy as defined by this Article and shall not be subject to the conditions set forth.
- C. When a vacancy exists within the bargaining unit and the Employer decides to fill it, notice of such vacancy shall be posted on the bulletin board at least five (5) calendar days prior to filling such vacancy or position. The Employer will not be required to fill a position which becomes vacant after March 15 of that existing school year. However, any position which becomes vacant prior to March 16 of that existing school year will be filled within thirty (30) school days. Laid off employees will be called back to fill any vacancy which is anticipated to be of a duration of two (2) weeks or more. Paragraph B, above, will not apply.
- D. Requests for a transfer to a different position shall be made in writing and filed with the Superintendent or his designee.
- E. Any employee who fills vacancy by transfer shall not be allowed another transfer for one calendar year unless such transfer is in the best interests of the District as determined by the Employer.

All permanent runs known as of the beginning of the school year will be made available before the beginning of the school year. Any additional permanent runs that become open during the school year will be posted for bid and awarded on the basis of seniority.

Extra runs will be bid prior to school starting and again on October 15th and January 15th of each year.

- F. An involuntary transfer will be made in case of emergency or to prevent disruption of the instructional program.
- G. When filling a vacancy, the Board will give the weight to experience, work record and length of time in the District.
- H. Summer jobs will be offered to drivers in accordance with seniority and qualification. Only these drivers will be on the extra trip roster for the summer activities. Driver shall be paid according to Appendix A - Salary Schedule Section 2: Wages Summer School.

- I. Any driver who is requested by the supervisor to perform work that is normally performed by a substitute driver will receive their regular driver wages. This work will only be offered to those drivers who will not exceed forty (40) hours of work in any one (1) worksheet.

OHS, WSCC, and Ludington routes will be offered to Union drivers at their regular rate of pay. These runs will be placed on the trip sheet and be offered for bid.

- J. Courtesy and consideration will be given to Hart Transportation Association members for other vacant union and non-union positions that he/she is qualified for.

**ARTICLE XI**  
**LAYOFF AND RECALL**

- A. The word “layoff” means a reduction in the number of position in the working force.
- B. When a reduction in work force occurs, employees on probation will be the first to be laid off. Thereafter, layoffs will be made according to seniority and qualifications.
- C. When the working force is increased after a layoff, employees shall be recalled according to seniority and qualifications. Notice of recall shall be sent to employees at their last know address by registered or certified mail. Recall rights are restricted to non-probationary employees, and only for a period of 24 months from the effective date of layoff.
- D. If employees fail to report for work within seven (7) working days from date of mailing on notice of recall, they may be considered as a quit, thus terminating their employment. Exceptions may be made only by agreement between the Employer and the Union.
- E. Employees shall be held responsible for keeping the Employer notified as to their current mailing address by written form to the district.



**ARTICLE XII**  
**LEAVES OF ABSENCE**

A. Unpaid Leave

1. Military Leave. Employees who enter active military service of the United States shall have such reemployment rights as may be provided under the applicable State and Federal statutes.
2. Personal Leave. An employee may be granted a personal leave of up to ninety (90) calendar days without pay, but such leave shall not be to work, seek or secure employment elsewhere. An employee wishing a personal leave of absence shall apply in writing to the Employer stating the reason for the leave. Such personal leaves shall be available for Union business purposes in accordance with the same terms that the Employer considers in deciding whether to grant personal leaves for other purposes; the Employer will not discriminate against such requests because the leave in question is desired for Union business. The granting of such personal leaves is discretionary with the Employer, is not subject to the grievance procedure, and it is understood that the Employer will grant such request only when the employer determines that the services of the employee are not required by the Employer; provided, however, that Union witnesses in an arbitration hearing shall be entitled to unpaid leave to attend such hearing. The Employer may extend such leaves if the employee requests an extension in writing at least five (5) days prior to the prior to the expiration of the original leave or extension. Once any personal leave is approved, the employee is entitled to take that leave, absent, bona fide emergency.
3. Child Care. A one (1) year, unpaid and without Board paid benefits, child care leave may, at the discretion of the Board, be granted to any employee provided the leave request is given by the employee to the Board at least thirty (30) days prior to the beginning of the leave, or as soon as possible, if in any emergency situation.
4. Leaves For Health Care Without Pay. Employees in need of a leave for health purposes shall submit a request in writing with proper supportive documentation (Doctor's statements, etc...) attached, to the Superintendent. The request will be reviewed and given final approval or disapproval by the Superintendent. Leaves shall not be granted for a period of more than six months at one time. A request to extend the leave shall be treated by a new application for leave.

5. Family Medical Leave Act. To the extent required by the Family and Medical Leave Act, an eligible Bargaining Unit Member shall be granted leave and the other rights specified by the law. When leave is taken by an eligible Bargaining Unit Member under the Family and Medical Leave Act, the employer shall likewise enjoy all rights afforded it by that law, whether or not the same are specifically enumerated in this agreement. The parties intend that the provisions of the Family and Medical Leave Act, including employer and eligible Bargaining Unit Member rights and responsibilities, shall prevail over the terms of this agreement to the extent of any conflict or inconsistency. This provision does not confer upon Bargaining Unit members greater rights or benefits than those for which they may be eligible under the Family and Medical Leave Act.
6. Coordination of Contractual Leave & Family Medical Leave Act. Due to the number of working hours to qualify for coverage under the Family Medical Leave Act, and other provisions of the law, some members of the Bargaining Unit do not qualify for coverage under the F.M.L.A. Persons eligible for both coverage under the F.M.L.A. and Contractual Leave, are entitled to use whichever coverage would be to his/her greater benefit. However, when a person is eligible for coverage under both the contract and F.M.L.A., the benefits shall run concurrently and not be tacked on one after another.

B. Partially Paid Leave

1. Jury Duty Leave. Employees chosen for jury duty shall be granted a leave of absence for such period as their duty requires. An employee who is summoned and who reports for jury duty as provided by applicable law shall be paid by the Employer an amount equal to the difference between the amount of wages, excluding overtime, the employee would have earned by working straight-time hours for the Employer on a day (up to a maximum of thirty (30) days) on which he/she would otherwise have been scheduled to work for the Employer, and the jury duty fee paid to him/her by the Court for that day.

If an employee reports for jury duty but is officially excused in time to return to work, two (2) hours or more prior to the end of his/her shift, he/she shall be required to report for work as soon as possible after being excused from jury duty on that day.

In order to receive jury duty payment an employee must notify the Employer immediately upon being summoned for jury duty, and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims payment. The employee may also be required to furnish evidence

as to the time he/she reported and was excused and the amount of jury duty pay due from the court for the time in question.

- C. Seniority shall continue to accumulate and an employee's employment status shall continue for the duration of the leave.

**ARTICLE XIII**  
**COMPENSABLE LEAVE**

- A. All employees except those on unpaid leave of absence or layoff will be granted one sick leave day per month during the month worked for the District. The unused portion of yearly sick leave allowance shall accumulate up to a maximum of one hundred (100) days. In order to receive the one day per month credit, the employee must work at least ten (10) days during the month, provided, however, that scheduled work days in August and June shall be totaled to meet the ten day requirement.
- B. Sick leave is allowable for bona fide physical or mental incapacity of the employee to report for and discharge duties to the extent of unused days credited. The employee may use up to four (4) sick days per year for illness/disability in his/her immediate family. Immediate family shall be defined as minor child, spouse, parent or member of the household. Additional sick days for family illness may be authorized as approved by the superintendent where the employee's presence is needed for the care of the family member and a medical statement so stating is provided.
- C. Medical verification of illness may be required where an alleged pattern of absences exceeds five (5) days or when an employee is off on paid sick leave for three (3) consecutive days or more, or when the employer reasonably suspects the mis-use of paid sick leave.
- D. It is the responsibility of each employee to report unavailability for work prior to their normal starting time. Each employee shall at the time of reporting absence state the reason for absence, where the employee may be reached, and the anticipated length of absence.
- E. Any employee who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under said policy shall be subject to discipline up to and including discharge.

F. Leaves of absence with pay not chargeable to the employee's sick leave allowance shall be granted as follows:

1. A funeral leave shall be granted with pay for a period of not to exceed three (3) days to attend each funeral of an employee's immediate family to include the present spouse, children or grandchildren, mother, father, brother or sister or mother-in-law, father-in-law. (Step Parents are also included if the driver had residence with the Step Parent as a minor).

Employees will be granted one (1) day with pay to attend the funeral of other relatives and close friends.

2. On July 1<sup>st</sup> after the first year or portion thereof, each employee is entitled to request two (2) personal leave days with pay to be used for personal business, which cannot normally be conducted on Saturdays, vacation periods, or hours that the employee is not scheduled to work. Such leave shall be approved or disapproved under the following conditions:

**Examples of Appropriate Business**

- a. Funeral not covered under the Bereavement Leave Policy.
- b. Children's school activities. (field trips, sporting events, etc...)
- c. Banking scheduled during an employee's work hours, (Mortgage closing, etc)
- d. Legal business scheduled during an employee's work hours.

**Examples of Inappropriate Business**

- a. Leave to be used for private or outside business for person income.
- b. Child care.
- c. Recreation purposes (i.e. hunting, camping, etc...)
- d. Shopping.
- e. Used a sick day.

These examples are not intended to be all encompassing. All requests will be reviewed by the employee's supervisor, and approved if deemed appropriate.

### **Rules for Administering Personal Leave**

- a. Each day must be requested, in writing on the form provided by the employer, at least (5) days prior to the date of such leave unless the reason for such leave is an emergency. The leave must be requested verbally prior to the leave and in writing as soon as possible thereafter.
  - b. Neither the first or second day shall be used on the workday immediately prior to or following a holiday and/or vacation days for the employee unless approval is received by the supervisor or designee.
  - c. Such leave time shall not accumulate from year to year.
  - d. The employer shall not be liable for the actions of the employee while he/she on such leave.
  - e. The supervisor may deny the leave if a substitute is not available.
  - f. Personal days may be used to convert a “snow” day, which is not paid, and which may not be made up into a personal business day by submitting a request not later than ten (ten) days after the “snow” day.
- G. Employees will be compensated at their regular pay for up to five (5) snow days per year as long as the State doesn't mandate the district make these days up.

### ARTICLE XIV

#### **LONGEVITY**

- A. After ten (10) years of service, an employee shall receive an annual lump sum payment of Two Hundred Seventy-Five Dollars (\$275.00). After fifteen (15) years of service, an employee shall receive an annual lump sum payment of Three Hundred Twenty-Five Dollars (\$325.00). After twenty (20) years of service, an employee shall receive an annual lump sum payment of Three Hundred Seventy-Five Dollars (\$375.00).
1. The employee must be eligible as of June 30<sup>th</sup> prior to the payment date.
  2. Payments will be made on or about December 15<sup>th</sup> following the date of eligibility.

3. For an employee to be eligible for longevity pay, he/she must work twenty (20) hours per week.
  4. The next longevity payment will be paid on or about December 15th of each year for employees who were eligible on June 30th the previous year.
- B. In computing longevity pay, only service in the Bargaining Unit shall be counted, and the time spent on unpaid leave and/or layoff will be deducted.

**ARTICLE XV**  
**CONTINUITY OF OPERATIONS**

- A. The Union agrees that it will neither instigate, call, maintain, condone, or support in any manner, a strike, slowdown, or other stoppage of work.
- B. In the event of any action in violation of the foregoing, the Union and its officers shall in good faith take the following action when notified by the Board of the occurrence of the violation:
1. Promptly, no later than within twenty-four (24) hours, issue to the Board a signed statement to the effect that the work interruption is unauthorized by the Union.
  2. Within twenty-four (24) hours instruct all of the members identified by the Board as guilty of such violation to return to work at once, and all of its members to continue to work; and confirm all such instructions by letter or bulletin within forty-eight (48) hours.
  3. Refrain from giving any aid, encouragement, or support of any sort whatever to members who are violating the provision of this Article.
- C. The Union will not directly or indirectly take reprisals against an employee who continues, or attempts to continue, his/her duties, or who refuses to participate in any of the activities prohibited by this Article.
- D. The Board will have the right to all remedies available at law for violation of this Article, including discharge, and/or injunctive relief and/or damages against any person, group or organization violating this Article.

**ARTICLE XVI**  
**CONFORMITY TO LAW**

If any provisions of the Agreement or any application of the Agreement to any bus driver or group of bus drivers shall be found contrary to law, such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XVII**  
**RIGHTS OF THE EMPLOYER**

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the board.
  2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or business or school hours or days.
  3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
  4. Adopt reasonable rules and regulations.
  5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings departments, divisions or

subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities. Determine all bus routes, including regular and special runs, as well as field trips.

6. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
  7. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as provided for in this Agreement.
  8. Determine the policy affecting the selection, testing, or training of employees providing that such selection shall be based upon lawful criteria.
  9. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Agreement.
  10. The Board shall determine all methods and means to carry on the operation of the schools.
  11. To exercise management and administrative control of the school system, and its properties and facilities.
  12. To establish hiring procedures and qualifications.
  13. To establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc., by employees, including special programs during the work day.
  14. The Board shall continue the right to determine and re-determine job descriptions.
- C. 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, shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Laws of the State of Michigan, and the Laws of the United States.
- D. The matters contained in this Agreement and/or, the exercise of any such rights of the Board, are not subject to further negotiations between the parties during the term of this Agreement.



**ARTICLE XVIII**  
**MISCELLANEOUS**

- A. The Employer will provide bulletin board space in a central location which may be used by the Union for posting notices of the following types:
1. Notices of recreational and social events.
  2. Notice of elections.
  3. Notices of results of elections.
  4. Notices of meetings.
- B. The parties agree that good health is one of the prerequisites for employment. The Hart Public Schools may require any employee to have a physician's examination at any time in order to determine the fitness of such employee to perform his/her duties in a satisfactory manner. Any order of such an examination shall be accompanied by a written statement to the employee of the specific reasons for requiring the examination.
1. The cost of all physical and mental examinations will be borne by the Employer when requested by the Employer for any purpose.
  2. The Employer agrees to pay the full cost of physical examinations required as a condition of employment when the employee uses the doctor or medical agency selected by the district. Employee's electing to use their own doctor, shall be reimbursed up to \$75.00 per physical upon presentation of the doctor's report and a receipt indicating the employee has paid for such service.
- C. Copies of this Agreement shall be printed by the Union and presented by the employer to all bus drivers now employed or hereafter employed by the employer.
- D. Drivers may continue to park in the fenced area while on duty. Washing of personal vehicles and the use of Board tools must have prior approval. There are no understandings or past practices which are binding.

E. Effective on and after July 1, 2009 meal allowance shall be paid as follows:

Breakfast	\$ 6.00
Lunch	\$ 7.00
Dinner	\$10.00

Claims for reimbursement for meals must be accompanied by a restaurant receipt which includes the name of the restaurant and the date of purchase. Payment will be made in the month following the month when documentation is received.

**ARTICLE XIX**  
**REGULAR, SPECIAL AND FIELD TRIPS**

- A. A route shall consist of picking up and delivering students along an established route to and from school, at the discretion of the Employer. Drivers will be given fifteen (15) minutes for pre-trip on A.M. and P.M. runs.
- B. Extra routes are regularly scheduled trips during the school day to transfer students between building, (i.e. W.S.C.C., O.H.S., Ludington, and mid day routes). Extra routes will be offered by seniority. The most senior member of the unit shall have first bid to select a trip for a total of up to, and including, 40 work hours per week.
- C. Field trips, including athletic trips, are those runs outside the regular bus route schedule. Drivers shall be given fifteen (15) minutes for pre-trip and thirty (30) minutes for cleaning the bus. When drivers are required to stay overnight, they will receive eight (8) hours layover time. Drivers will be paid a minimum of one (1) hour at the driver's rate of pay for a trip.
- D. Field trips will be filled according to the following procedure:
1. Each Thursday all field trips scheduled for the following week will be posted.
  2. Each Friday at 9:00 a.m., (or at such other time agreed to between the Supervisor and the Union Steward), the field trips for the following week will be bid. The most senior member of the unit shall have first bid to select the trip, the others will bid in descending order of seniority. If all trips are not bid in the first round, the process will be repeated as many times as necessary. Any driver not present at the bid meeting may have another driver bid on his/her behalf by providing a written statement to the supervisor, signed by the absent driver.

3. In the event some field trips remain unfilled, the Employer will seek substitutes to fill the positions.
  4. If field trips remain unfilled, the lowest seniority driver will be assigned after the substitute list is exhausted.
  5. An employee shall not request extra trips that would create an overtime situation (over forty (40) hours per week.) An employee may seek approval from the Employer in advance to trade an A.M. and /or P.M. run to take the extra trip, provided a substitute driver is available.
  6. During the week, any driver that scratches on a trip that they had previously committed to shall drop to the bottom of the bidding order during the next weeks bidding procedure.
- E. No driver will lose money as a result of being assigned a field trip run.
- F. Timing of all runs is the responsibility of the Employer. Should a dispute arise regarding the length of a run, someone will be assigned to ride with the driver for purposes of verification.

**ARTICLE XX**  
**DURATION OF AGREEMENT**

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union, for the life of this Agreement, voluntarily and unqualifiedly waives the right, and agrees that the Employer shall not be obligated to bargain with respect to any subject or matter referred to or covered in this Agreement or respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matter may have been within the knowledge or contemplation of the Union at the time of negotiations or the signing of this Agreement.

- B. This Agreement may e altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in writing as an amendment to this Agreement.
- C. This Agreement shall be in full force and effect 2009 to and including 2011. This Agreement shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the expiration.
- D. It is further agreed by the parties hereto that upon receiving proper cancellation notice, the parties agree to start negotiations at least forty-five (45) days before the expiration date of this Agreement.

**FOR THE EMPLOYER**

**FOR THE UNION**

**BOARD OF EDUCATION OF  
HART PUBLIC SCHOOLS**

**HART TRANSPORTATION  
ASSOCIATION/MEA/NEA**

BY \_\_\_\_\_  
President

BY \_\_\_\_\_

\_\_\_\_\_  
Secretary

**APPENDIX A**

**SALARY SCHEDULE**

**Section 1: Wages**

<b>STEPS</b>	<b>7/1/09</b>	<b>7/1/10</b>
Step 1 Beginning of 1st Year	\$17.28	\$17.28
Step 2 Beginning of 2nd Year	\$18.28	\$18.28
Step 3 Beginning of 3rd Year	\$19.28	\$19.28
Step 4 Beginning of 4th Year	\$20.28	\$20.28
Step 5 Beginning of 5 <sup>th</sup> Year	21.28	21.28
Extra Trip Layover	\$7.50	\$7.50

Special bus runs and field trips will be paid at the applicable driving time hourly rate.

Drivers will have no responsibilities or duties during layover time. The buses will remain at the assigned location except with permission

Driver meetings shall be paid at the layover wage rate.

An employee shall be paid at the rate of time and one-half (1 1/2) under the following conditions:

- A. All work performed over forty (40) hours in any work week, Monday through Friday.
- B. All work performed on Saturday, Sunday or Holidays.

**Section 2: Wages Summer School**

<b>STEPS</b>	<b>Rate</b>
Step 1 Beginning of 1st year	\$15.73
Step 2 Beginning of 2nd year	\$16.92
Step 3 Beginning of 3rd year	\$18.09
Step 4 Beginning of 4th year	\$19.28
Extra Trip Layover	\$7.40 <i>or Minimum Wage</i>

**APPENDIX S**

HART PUBLIC SCHOOLS BUS DRIVER SENIORITY LIST AS OF JUNE 30, 2009:

<b>No.</b>	<b>Driver</b>	<b>Seniority Date</b>
1	Kenneth Lipps	09/01/1978
2	Gladys Swihart	04/01/1994
3	Pat Gilland	08/30/1995
4	Julie Ellis	01/03/2000
5	Paula Vanderputte	07/16/2000
6	Douglas Fris	02/07/2006
7	Lynda Fortich	08/21/2006
8	Lisa Andritsis	08/21/2007
9	Bill Brubaker	08/22/2007