

MASTER AGREEMENT

BETWEEN

PORT HURON AREA SCHOOL DISTRICT

AND

PORT HURON AREA SCHOOL BUS DRIVERS
ASSOCIATION

2010-2011

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A G R E E M E N T

ARTICLE I

PREFACE

This Agreement is entered into this 21st day of June 2010, between the Port Huron Area School District, hereinafter referred to as the "District", and the Port Huron Area School Bus Drivers Association, hereinafter referred to as the "Association".

The purpose of the District and the Association in entering into this Labor Agreement is to set forth their agreement on rates of pay, hours of work and other conditions of employment so as to promote orderly and peaceful relations with employees, to achieve uninterrupted operations of the School District's transportation system, and to achieve the highest level of employee performance consistent with safety, good health and sustained effort.

The District and the Association encourage the highest possible degree of friendly, cooperative relationships between their representatives at all levels and between all employees. The representatives of the District and the Association realize that this goal depends on more than words in a Labor Agreement, that it depends primarily on attitudes between people in their respective organizations and at all levels of responsibility. They believe that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the District and the Association. They believe also that proper attitudes are of major importance where day-to-day operations and administration of this Agreement demands fairness and understanding. They believe that these attitudes can be encouraged best when it is made clear that the District and the Association representatives, whose duties involve negotiations of this Agreement, are not anti-Association or anti-employer but are sincerely concerned with the best interest and well-being of the District and all employees. Officials respectively representing the District and the Association will from time to time during the life of this Agreement, at the request of either and the mutual convenience of both, meet to apprise their administration of this Agreement, to analyze influences which may be impairing with the attainment of their joint goal and to improve understanding between their respective representatives and among employees. Such meeting shall not be for the purpose of conducting continuing collective bargaining negotiations nor in any way to modify, add to, or subtract from the provisions of this Agreement.

By such arrangement, the parties believe that they, as persons of good will with sound purpose, may best promote efficiency in the interest of all, as well as the legitimate interest of their respective organizations within the framework of a democratic society in which regard for fact and fairness is essential.

ARTICLE II

RECOGNITION

- A. The District recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment for the entire term of this Agreement, for all regular bus drivers, permanent spare bus drivers, and transportation aides in the Port Huron Area School District.

- B. The term "driver" when used here and after in this Agreement shall refer to employees represented by this Association in the bargaining unit as defined above and reference to female drivers shall include male drivers.
- C. The Board agrees not to negotiate with any other bus driver organization other than the Association for the duration of this Agreement.
- D. The terms "regular driver, transportation aide, substitute driver, permanent spare driver and non-permanent spare driver" shall have the following definitions:
 - 1. Regular Driver - is a bargaining unit person who has been assigned a route for the school year and who may elect to volunteer for substitute assignments.
 - 2. Substitute Driver - is a regular driver who has been assigned a run on a temporary basis.
 - 3. Permanent Spare Driver - is a bargaining unit person who, when employed by the District, may be assigned bargaining unit work as required by the District and, on a seniority basis, shall be allowed to bid on vacant routes.
 - 4. Transportation Aide - is a bargaining unit person who assists on bus runs with students and who may, if qualified, be assigned other bargaining unit work as required by the District when not in conflict with the provisions of this Agreement.
 - 5. Non-Permanent Spare Driver - is a non-bargaining unit person who may be called by the District to do bargaining unit work as provided in this Agreement.
 - 6. Displaced Driver - a regular driver whose route has been permanently taken away. The driver will be assigned a permanent spare position according to seniority at their regular, pre-displace rate.

ARTICLE III

FINANCIAL RESPONSIBILITY

(AGENCY SHOP)

- A. Agency Shop: Each bargaining unit member shall, as a condition of employment, (1) upon completion of the probationary period as defined in this Agreement, join the Association, or (2) pay a service fee to the Association, pursuant to Federal law. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee in the same manner as provided elsewhere in this Article.

In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.47; MSA 17.277 (7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association.

- B. Deduction for Dues Obligation:

1. Pursuant to *Chicago Teachers Union v. Hudson*, 106 S Ct 1066 (1986) the Association 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
 2. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments, and contributions to the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedure outlined in the MEA Constitution, Bylaws, and Administrative Procedures.
 3. Pursuant to this Article, the Employer shall payroll deduct from each paycheck the dues, assessments, contributions and/or service fees determined by the Association. The Association shall inform the employer of the appropriate deduction for each bargaining unit member for each paycheck.
 4. Amounts deducted, as provided above, shall be transmitted within thirty (30) calendar days of the respective payroll run date to the Association along with a list of the names, respective amounts deducted for each bargaining unit member and, if the dues, assessment, contribution and/or service fee was determined wholly or in part by a percentage formula, the wage amount used to calculate the respective dues, assessment, contribution and/or service fee.
 5. Within seven (7) calendar days of hire, the Employer shall inform the Association of the name and job title of each newly hired bargaining unit member. The Employer shall give each new hire the Association's form(s) for payroll authorization of dues, assessments, contribution, and/or service fee deduction.
 6. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the service fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation service fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the service fee for that given school year.
- C. The Association will indemnify, defend, and hold the District harmless against any claim made and against any suit instituted against the District on account of any payments pursuant to the foregoing, and on account of any dispute concerning an employee's employment status by reason of any failure or refusal on the part of the employee to make any such payment.
- D. Employees may request that additional deductions be made from their pay for the following purposes:
1. United Way Foundation

2. Credit Union
 3. Tax Deferred Annuity Program
 4. Dues or Service Charge
 5. United States Savings Bonds
 6. Hospitalization Insurance
 7. MESSA Insurance Options
 8. MEA Financial Services Life Insurance Programs
 9. Other deductions approved by the District
- E. If a bargaining unit member is on a leave of absence, the District, upon receipt of the bargaining unit member's written authorization, will mail pay checks to a designated address or release paychecks to a designated individual who must show proof of identity upon demand.

ARTICLE IV

RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

- A. The Association and its members shall have the right to use school buildings and facilities at all reasonable hours for Association business subject to the existing or amended rules and regulations governing the use of school buildings and facilities. This may include the use of the facilities for certain social activities such as Christmas staff luncheon, end of year get together, etc., if approved by the Director of Transportation.
- B. The District agrees to provide a large bulletin board in the employee's lounge. Further reasonable use of bulletin and inter-school mail shall be made available to the Association and its members for notices and news of the Association business.
- C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations
- D. A paid leave of absence to attend professional meetings at the request of the Association shall be granted without deduction from accumulated leave time. Such requests shall include an authorization of the request by the Association. Leave days for Association purposes shall be at the expense of either the bargaining unit member or the Association, except for a substitute, and shall be charged to the Association's one hundred (100) hour allowance. Whenever possible, all requests should be submitted prior to the actual day requested.
- E. Physical examinations, as requested by the District or required by law, shall be made at the District's expense by a physician appointed by the District. If the employee chooses their own physician, they will be reimbursed upon submission of a paid receipt for the approved amount. If they choose not to pay the doctor directly, they can submit the bill to the District and the District will issue payment directly to the doctor for the approved amount.
- F. The District and the Association mutually pledge themselves to continue to recognize the full constitutional and civil rights of all employees. No religious or political activities in the personal life of an employee, or lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such employees. The provisions of the Agreement shall be applied without regard to race, color, national origin, sex, age,

disability, height, weight, religion, or marital status.

- G. Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights she/he may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.
- H. The Association will furnish the District with the names of its officers, stewards and alternates not later than the official fourth Friday, and such changes that may occur from time to time in such personnel. Until the District has received written notice from the Association, it shall not be required to deal with such employees purporting to be representatives. The Association shall have the right to schedule Association membership meetings during the work day, provided the District and the Association mutually agree.

ARTICLE V

RIGHTS AND RESPONSIBILITIES OF THE BOARD

- A. The Board retains all rights, powers and authority which it possesses except as specifically limited by the express terms of this Agreement. The Board's failure to exercise any function or right which is directly or indirectly reserved to it shall not be deemed to be a waiver of such right.

If the District intends to implement a change not specifically limited by the express terms of this Agreement and such action results in a change in mutually recognized past practice, the District shall notify all bargaining unit members affected prior to implementation of such change.

- B. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written and expresses all obligations of and restrictions imposed on the District and the Association, except as provided by law.
- C. Copies of this Agreement shall be prepared at the expense of the Board and presented to all employees now employed or employed hereafter by the Board during the term of this Agreement.
- D. All members of the bargaining unit shall have an active Commercial Drivers License, including any required endorsements, and valid State of Michigan School Bus Driver Certification except as otherwise noted in subsection 1.
 - 1. The following bargaining unit members are exempt from obtaining any license or meeting any qualifications needed to be a bus driver:
 - a. E. Ward
 - 2. CDL - Written Test:

Upon completion of one year of employment in the Transportation Department, the District will reimburse a driver for the fees associated with taking the Commercial Driver license, including any required endorsement, and written

tests. To collect fee reimbursement the driver must submit receipts to the Transportation Department at the completion of one year of employment.

3. CDL - Road Test:

The District will pay a driver's hourly rate (not to exceed four (4) hours) for the actual time required to take the required tests but shall be limited to payment for the initial attempt and a one-time attempt when each renewal is due.

The District will pay fees associated with the driver's initial CDL road test. Fees for a second attempt to pass the CDL road test shall be split evenly between the driver and the District. Any attempts beyond the second test shall be at the driver's expense.

4. Continuing Education:

The District will pay the fees and driver's wages (not to exceed 6 hours) associated with a driver's initial training and testing for continuing education during each 2 year cycle. In the event a driver is required to repeat training and/or testing to obtain the continuing education requirement, wages, and travel expenses will not be paid by the District.

E. All new regulations and laws received by the District which directly affect a bargaining unit member's performance of assigned duties will be posted on the bulletin board or included in a newsletter for general distribution.

F. The Agenda for all School Board Meetings will be sent to the President of the Association.

G. The District will provide the Port Huron/MEA with the names of all employees who terminate their employment or are terminated by the District following Board action.

H. The District will provide, within thirty (30) calendar days from the date of hire, an orientation for each newly hired bus driver. This orientation shall be conducted by the District and will address itself to such items as wages, benefits, and other conditions of employment.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definition:

1. Any claim by a bargaining unit member or the Association that there has been a violation, misinterpretation, or misapplication of the specific and expressed terms of this Agreement, shall be a grievance and shall be resolved through the procedure set forth herein:
2. An aggrieved person shall mean the person or persons who are members of the bargaining unit covered by this contract and shall include probationary employees. This article will not pertain to probationary employees whose employment is terminated.

3. A party of interest shall mean the person or persons making the complaint and/or any person who might be required to take action, or against whom action might be taken, in order to resolve the grievance.
4. The term "days" in this Article shall mean working days, except where otherwise indicated.
5. Forms for filing and processing a grievance shall be designed by the District and the Association. They will make provisions for description of the alleged contract violation (time, place, circumstances, etc.) possible resolutions and other such information that both parties deem necessary. Such forms shall be prepared by the Association and shall be given appropriate distribution so as to facilitate the operations of the grievance procedure.
6. The primary purpose of this grievance procedure is to secure equitable solutions at the closest supervisory level possible. Both the Association and the District agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any bargaining unit member with a legitimate grievance to discuss the matter informally with her/his supervisor, as described in level one of the procedure.
7. It is important that grievances be processed through the steps as rapidly as possible. The number of days indicated at each step should be considered as the maximum and every effort should be made to expedite the process. If the Association as the moving party fails to comply with the time limit, the grievance shall be considered settled on the basis of the District's last written answer to the grievance. If the District as the responding party fails to comply with any time limit at any step, the grievance shall automatically pass to the next step of the grievance procedure. The parties may, however, in writing, mutually agree to extend the time limit at any step.
8. If the grievance is filed on or after May 15, every effort shall be made to process the grievance prior to the close of the school year.
9. If any grievance occurs, there shall be no stoppage or suspension of work because of the grievance.
10. If it is found by the administrative staff or the Board that a bargaining unit member has been unjustly discharged or suspended, she/he shall be reinstated without loss of pay.
11. No terms can be added to or subtracted from this Agreement, nor any provision thereof changed, by the grievance procedure. The application or interpretation of this Agreement (either as to the meaning of its terms or as to the rights of either party under these terms or as to the justification of action taken under these terms) shall be subject to the grievance procedure.
12. The liability of the District arising out of a grievance shall be limited to not more than fifteen (15) working days prior to the date of submission of the grievance to Step One.
13. The bargaining unit member has the right to request that she/he be represented

at all steps and stages by an officer of the Association or members of the grievance committee to a maximum of three (3).

B. Procedures:

All grievances shall be presented within fifteen (15) working days of their occurrence and disposed of in accordance with the following procedures:

1. Step One: Within ten (10) days of occurrence, the bargaining unit member shall request an informal meeting with his/her immediate supervisor to attempt to resolve the grievance. The bargaining unit member shall proceed to Step Two within five (5) working days of said meeting.
2. Step Two: Each formal grievance shall be filed in writing and submitted to the employee's immediate supervisor who shall make a written determination of the grievance within five (5) working days of the date of submission.
3. Step Three: Appeal from the determination at Step 2 may be made by presenting the grievance in writing to the Superintendent or her/his designee, within five (5) days of the determination at Step 2. The Superintendent, or her/his designee, shall meet with the grievant and the Association representatives within five (5) working days from the date of receipt of the appeal, and shall render a written determination within five (5) working days following the date of the meeting with the individual and the Association representatives.
4. Step Four: If the grievant and/or the Association does not file a written notice of non-acceptance of the determination in Step Three within ten (10) work days, the Superintendent's determination shall be deemed to have been accepted. If the grievant and/or the Association file a written notice within ten (10) work days that the Superintendent's determination at Step Three is not acceptable, (and if such grievance is arbitrable as herein provided), the Association may then submit such grievance to grievance arbitration.

C. Arbitration Proceedings:

1. Demand for Arbitration -
 - a. The Association may appeal arbitrable grievances to grievance arbitration under and in accordance with the rules of the American Arbitration Association in effect at that time. Notice of such appeal must be taken within ten (10) work days following the receipt of the District's determination at Step 3.
 - b. Within twenty (20) work days following notice of appeal demand for arbitration shall be made by written submission defining the issue to be arbitrated. The District shall then have ten (10) work days within which to reply to such submission by filing same with the American Arbitration Association.
 - c. The Association or Board may not raise in any arbitration hearing any issue which was not previously submitted in writing which defines the issue or issues to be arbitrated.
2. Powers of Arbitrator -

- a. The arbitrator shall be empowered, except as limited herein, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplication of a specific Article and Section of this Agreement:
 - 1) She/he shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - 2) She/he shall have no power to establish salary scales, change salary figures in the Agreement, or increase or change any staffing requirements set forth in this Agreement.
 - 3) She/he shall have no power to rule on the termination of services of or failures to re-employ any probationary employee.
 - 4) Her/his power shall be limited to deciding whether the District has violated the specific articles or sections of this Agreement as per Article VI. It is agreed (except as to the provisions set forth in this Agreement) he/she shall have no power to change any practice, policy or rules of the District.
 - 5) She/he shall have power to make monetary awards, but not to award monetary damages.
 - 6) In rendering decisions she/he shall give full recognition to the responsibilities of the Board which establishes the District's rights, powers and authority as that exercised or had by it by express provisions of this Agreement. Her/his decision shall be consistent with the rights reserved to the District by this provision.
 - 7) If the arbitrability of any grievance under the terms of this Agreement is disputed, or if either party alleges that the other has failed to comply with the grievance or arbitration procedure, the Arbitrator shall first rule on the question of arbitrability or procedure. Should she/he determine that the grievance is not arbitrable, it shall be referred back to the parties without decision or recommendation as to its merits.
- b. Although the arbitrator may cite law in making her/his award, she/he shall have no power to interpret State and/or Federal law, to hear any matter involving constitutional rights or to render any provisions of this Agreement inapplicable by reason thereof.
- c. The arbitrator's decision shall be submitted in writing and shall set forth her/his findings and conclusions with respect to the issue submitted to arbitration.
- d. There shall be no appeal from an arbitrator's decision if within the scope of her/his authority as set forth herein, and it shall be final and binding on the Association, members of the bargaining unit, the employee or employees involved and the District.

3. Applicability and Duration -

Arbitration proceedings shall be confined and limited to grievances arising and growing out of facts, events and occurrences following the date of execution of this Agreement by both parties. No arbitration decision made hereunder shall constitute a binding precedent with respect to the making of any new Agreement between the Association and the District.

4. Fees and Expenses -

- a. The arbitrator's fees and expenses, the cost of any hearing room and the cost of a reporter, shall be borne equally by the parties.
- b. All other costs and expenses shall be borne by the party incurring them. The expenses and compensation of any witness or participant attending the arbitration proceeding shall be paid by the party calling such witnesses or requesting such participation.

5. Grievances concerning the following shall not proceed past Step 3 of the grievance procedure -

- a. Individual grievances not appealed by the Association.
- b. Any matter involving employee evaluation which is not procedural in nature.

6. Retroactivity -

- a. Such claims as salary or fringe benefits shall not be valid for a period prior to the date the grievance was first filed in writing unless the circumstances of the case are such that the individual or Association was not aware of the error. In no case will claims by the individual or Association or District be valid for more than one (1) year prior to the date of discovery or the fiscal year in which the claim was discovered, whichever is earlier.
- b. No decision in any one case shall require a retroactive adjustment in any other case.
- c. Where no monetary loss has been caused by the action of the District complained of, the District shall be under no obligation to make monetary adjustments.

Notwithstanding the above provisions, any individual employee may present a grievance and have such grievance adjusted without the intervention of an Association representative, if such adjustment is not inconsistent with the terms of this Agreement, and if an Association representative has been given an opportunity to be present for such adjustment.

ARTICLE VII

SENIORITY

A. A master Seniority List shall be compiled and posted each year on appropriate bulletin boards and three (3) copies given the Association by the second (2nd) Friday of October of each school year. An employee's standing on such lists shall contain the following information:

1. Name.
2. Seniority Date -

Seniority shall commence on the date the employee is hired. For the purpose of seniority, the following shall apply:

- a. In the event two (2) or more employees are assigned to a position or begin work on the same day, the last four digits of the Social Security number shall determine the position on the list. Such employees will be placed in order; the employee with the lowest social security number to be listed first on the seniority list. The employee with the lowest social security number will have the higher seniority. No portion of an employee's social security number shall be printed on the seniority list.
- b. Seniority shall continue at such time as an employee is granted a leave of absence pursuant to the provisions of this Agreement. Such employee shall gain additional seniority during such leave of absence. Protests regarding the Master seniority list information must be made within ten (10) working days of the 2nd Friday in October.

B. Seniority shall terminate:

1. If the employee resigns or retires.
2. If the employee is discharged and the discharge is not reversed.
3. If the employee overstays by three (3) days a leave of absence granted for any reason, unless the extension has been officially granted or the overstay is caused by a situation over which the employee has no control.
4. If the employee fails to return to work when recalled from layoff as set forth in the recall procedure.

C. Employees on Workers' Compensation shall retain all seniority rights.

ARTICLE VIII

PROBATIONARY PERIOD

A. New employees hired into the bargaining unit shall undergo a probationary period of ninety (90) working days. During the ninety (90) working day probationary period, the

employee must become a fully certified bus driver for a minimum of thirty (30) of those working days. If the employee does not successfully complete their probationary period as determined by the District, the employee shall be released from their employment with the District which shall be conclusively presumed to be for cause.

- B. The employee shall obtain seniority status and her/his name shall be entered on the Seniority List upon the date of hire. Work days shall be interpreted as regular work days for unit members.
- C. New employees hired by the District as transportation aides, shall as a condition of employment, become CDL certified within sixty (60) working days of being hired as a transportation aide. Any transportation aide who fails to become CDL certified within sixty (60) working days of being hired by the District shall be released from their employment and such release shall be deemed to be for cause and not subject to the grievance procedure. After being CDL certified, all drivers shall maintain such certification as a condition of continued employment.
- D. Leave day credit shall accrue during the probationary period; however, it may not be used during such period. If a holiday falls within a probationary period, the employee shall be paid for holiday.
- E. If the probationary employee is absent due to an emergency such as accident, surgery or hospitalization, the probationary period may be extended for the period of such emergency.
- F. Probationary employees shall have the option to bid on a job for which they are qualified.
- G. During such probationary period the employee shall be paid at the minimum rate for her/his classification. The individual responsible for this person's work shall evaluate the probationary employee during or at the conclusion of the probation period. The employee shall be given one copy of the evaluation and the other copy of the evaluation will become a part of her/his personnel file.
- H. The District shall notify the Association and the Director of Transportation of the starting and tentative ending dates of the employee's probationary period by including such information in the employee's letter of hire.

ARTICLE IX

ASSIGNMENTS, BIDS AND VACANCIES

- A. When other qualifications are equal, employees with longest seniority will be given preference in regards to this Article.
- B. Definitions -
 - 1. The term "run" when used here and after in this Agreement shall refer to the continuous period of time required to provide bus transportation to a specific group of passengers from specific pickup locations to specific delivery location.
 - 2. The term "route" when used here and after in this Agreement, shall refer to the total daily work assigned to a bargaining unit member.

C. Assignments -

1. Starting with the 2009-2010 school year, routes will be filled with the same driver from the previous ending school year.
 - a. A route that has a retired or non-returning driver will be posted with the normal vacancy process.
 - b. In the case of an increase of route hours, the driver will be paid for the increased time.
 - c. Routes shall be finalized and offered for bid the last week of September.
 - d. During the first month of school in the fall, when a time conflict exists in the assignment of two runs and one of the runs is a kindergarten run, the kindergarten run shall take precedence.
 - e. If an employee is not able to be present at her/his assigned time during the bidding process, she/he may submit, in writing, to an Association representative a list of up to three (3) route choices for assignment. If none of the three (or less) choices remain available at the time of the individual's bid, or the individual fails to submit route choices, the individual shall be assigned the route remaining with the most total driving hours, unless the person has specifically requested an aide position in writing.
 - f. The following procedures were agreed upon for assignment of routes to spare drivers and driving aides:
 - 1) All spare drivers will report to work at 6:00 a.m. Two (2) spare driver positions shall begin at 5:45 a.m. if scheduled routes begin prior to 6:00 a.m.
 - 2) The dispatcher will provide a list of the priority routes to be covered, including the same number of routes as the total number of permanent spare drivers and driving aides (when necessary) who are scheduled to report to work at 6:00 a.m. The drivers and driving aides who report at 6:00 a.m. will have five minutes to review the list and make choices.
 - 3) The dispatcher will assign the balance of the runs to driving aides who were not scheduled to report to work at 6:00 a.m.
 - 4) Every attempt will be made to schedule an adequate number of driving aides to report at 6:00 a.m. in order to assist in covering runs.
2. Reductions in Routes:
 - a. Subsequent to the assignment of routes, the District may make reviews or adjustments to routes reflecting reductions in the time and/or distance required to meet District pupil transportation standards.

- b. When route reviews or adjustments occur, affected regular bargaining unit members shall be afforded, by seniority, the first opportunities to substitute during the periods formerly occupied by their assignment.
- c. Such reviews or adjustments shall not involve the loss of more than one (1) hour in a bargaining unit member's work day.

Adjustments covered by this Article in a regular bargaining unit member's assignment shall be restricted to demonstrable reductions in District pupil transportation requirements and shall not be used by the District for disciplinary purposes

3. Changes in Routes:

- a. Subsequent to the assignment of routes, the District may make reviews or adjustments to routes reflecting increases or decreases in the time and/or distance required to meet District transportation standards.
- b. When such review or adjustments of a route results in an increase or decrease of one (1) hour or more over the most recent bid time, said route shall be posted for five (5) working days, not to include "Act of God Days."
- c. Such posting shall occur within six (6) working days of the District's route review or adjustment as determined by the day the adjusted route is first assigned and performed by a bargaining unit member.

4. Additions to Routes:

- a. The establishment of a new and/or temporary run after the assignment of routes shall be offered to bargaining unit members available at that time on the basis of seniority of the bargaining unit member and the apparent least mileage cost to the District.
- b. If the run is not voluntarily taken by a bargaining unit member, the District shall assign the run on the basis of reverse order of seniority of the bargaining unit member and the apparent least mileage cost to the District.
- c. New routes established after the preliminary bidding and prior to the final bidding shall be offered to Permanent Spares. The establishment of a new route subsequent to final bidding shall be posted in accordance with Article IX., D.

5. Absences from Run Assignments:

- a. In the event of absences of regularly scheduled bargaining unit members from run assignments, the District shall offer the runs to the senior bargaining unit members who have signed forms for the purpose of indicating a desire to be substitutes and who are available at that time without causing their work week to exceed forty (40) hours.

- 1) Compensation for bargaining unit members who substitute shall be at their normal hourly rates.

- 2) When such an assignment is contiguous to the substituting bargaining unit member's regular run, the time actually required to complete the run or runs will be paid.
 - b. The District shall offer and/or assign the above runs on the basis of the following order of ranking (except A. M. high school and elementary runs that develop after 4:00 P. M. of the previous day will be assigned to available permanent spare drivers, for the first day only):
 - 1) The senior available regular driver by individual contact.
 - 2) Permanent spare drivers, including a driver who has returned from leave or who has no regular assignment.
 - 3) Transportation Aide (if qualified)
 - 4) Non-permanent spare drivers.
6. Temporary Vacancies or Absences from Route Assignments:
 - a. In the event of a vacancy in the bargaining unit or in the absence of a regularly scheduled driver from a route assignment, the District may utilize a permanent spare driver to fill any or the entire route.
 - b. The District shall offer and/or assign these routes on the basis of the following order of ranking:
 - 1) Permanent Spare Drivers, including a driver who has returned from leave and who has no regular assignment.
 - 2) The senior available regular driver by individual contact.
 - c. Such temporary assignments shall normally be for the duration of the absence or vacancy.
7. Substituting for Run or Route Assignments:
 - a. When a regular bargaining unit member accepts a block assignment to substitute on a route, written confirmation of the assignment shall be placed in the bargaining unit member's mail tray by 6:30 a.m. of the day immediately following the day the assignment was issued.
 - b. When a bargaining unit member becomes available to substitute due to the return from leave, she/he shall be offered any unassigned vacancy on a seniority basis.
 - c. If a bargaining unit member accepts a block assignment and cannot fill said assignment because of a leave absence, said assignment shall be reassigned in accordance with this Article until she/he returns.
 - d. If a bargaining unit member will not be available to substitute as stipulated above, she/he will notify the Transportation Office of the period of non-availability, in writing, whenever possible, not later than 6:00 a.m. of the day of non-availability.

- e. If a bargaining unit member fails to perform a substitute assignment as described in this section, fails to notify the Transportation Office of her/his inability to perform the assignment in the appropriate manner of time lines, or has no valid reason for failing to perform such assignment, she/he may be subject to progressive discipline.
 - f. In an emergency situation involving the health and/or safety of students, the District may fill assignments with any available driver. A health and/or safety issue may include, but is not limited to:
 - 1) Student(s) waiting for pick-up at an area other than a school.
 - 2) Student(s) waiting for a pick-up at an area where there is no supervision.
 - 3) A mechanical failure of a bus in transit with students.
8. No assignment shall be less than one and one-half (1.5) hour of wages unless such assignment is contiguous to an existing run in which case the actual time worked will be compensated for.
9. The District will provide the Association with three (3) copies of the Assignment List which will include each bargaining unit member's route assignments and times.

D. Vacancies and Bidding -

The placement of bargaining unit members is the sole responsibility of the District, subject to the following:

- 1. All route vacancies and new route positions will be posted within the school system through written notice for a period of five (5) working days, not to include "Act of God days". The President of the Association shall receive copies of the vacancy notice on the day it is posted. The notice will include the following:
 - a. Title.
 - b. Route number.
 - c. Beginning date of assignment.
 - d. Approximate hours per day.
 - e. Beginning and ending time of assignment.
- 2. Bargaining unit members filing applications for such vacancies shall be notified within five (5) working days of closure of the bid of the disposition of their application. The President shall be notified of the disposition of a posted vacancy within three (3) working days of closure of the bid. The bargaining unit member who is awarded the bid shall start driving their new route within ten (10) working days.
- 3. The District shall employ spare drivers to fill in during the absence of a regular

driver or in the event of a vacancy in the bargaining unit until the same can be filled in accordance with the provisions of this Agreement. Spare drivers will not be hired to perform bargaining unit work except as provided in this Agreement.

4. Once a posting is made, it is to be considered factual and should any information in the position be required to change, a new posting shall occur.
5. An Association representative may be present during the bid procedure.

ARTICLE X

REDUCTION IN PERSONNEL

- A. In the event it becomes necessary to reduce the number of employees, such reduction shall occur by seniority within the Transportation Bargaining Unit. Notification to the Association regarding such proposed reduction shall be made before public notice prior to the reduction action. Affected employees shall be notified in writing prior to such action.
- B. Employees affected by a reduction in staff shall be recalled in inverse order of layoff. An employee who is laid off will retain her/his seniority to a limit of seniority with a maximum of twenty-seven (27) months in all cases. If an employee is recalled within twenty-seven (27) months after being laid off, upon recall the hourly rate and benefits will be the same as if the driver had not been laid off, except that the number of hours of the new regular assignment will determine qualifications for medical/ hospitalization insurance.

The most senior employee shall be recalled to the first opening. Recall shall be by written certified notice, return receipt requested, to the employee's last known address on file with the Board and shall require that the employee report for work five (5) work days after the date of delivery. Failure to report shall eliminate any obligation or responsibility to the employee by the Board.

- C. In cases where employees, whose positions have been eliminated have the same length of service in the District, the position on the Seniority List shall be the determining factor in the recall procedure.
- D. Should any existing position become vacant or created after reduction has occurred, such position shall be posted in accordance with provisions of this Agreement.
- E. Any employee who is not recalled shall have priority for substituting within the District over other substitutes who are not included in the unit.
- F. After twenty-seven (27) months, the District will not have any obligation to recall laid-off bargaining unit members.

ARTICLE XI

WORKING CONDITIONS

- A. The District shall make available, appropriate restroom facilities in each building for use by the bargaining unit members to the extent of the existing facilities.
- B. Telephone facilities will be made available to employees for their reasonable use for local, non-toll calls. The Association shall have the right to use school building facilities at all reasonable hours for meetings under the same policies as other organizations in the District. Reasonable use of bulletin boards and inter-school mail shall be made available to the Association and its members for notices and news of Association business.
- C. Dismissal or Cancellation of Classes:
 - 1. When all classes are temporarily dismissed or canceled by the Superintendent of Schools or her/his designee for reasons caused by "Acts of God", no regularly assigned bargaining unit member who is available for duty will suffer a loss of pay for regularly assigned routes not driven during the period in question, unless such lost classes resulted in a loss of District revenues or require make-up classes at some later date.
 - 2. When all classes are temporarily dismissed or canceled by the Superintendent of Schools or her/his designee for reasons other than "Acts of God" and such lost classes do not result in a loss of District revenues or require make-up classes at some later date, no regularly assigned bargaining unit member who is available for duty will suffer a loss of pay for regularly assigned routes not performed during the period in question.
 - 3. When an individual school's classes are temporarily dismissed or canceled by the Superintendent of Schools, or her/his designee, for any reason and such lost classes do not result in a loss of District revenue or require make-up classes at some later date, no regularly assigned bargaining unit member who is available for duty, which may include non-driving duties, will suffer a loss of pay for regularly assigned routes not performed during the period in question provided that such bargaining unit members make themselves available to substitute wherever required while normally on duty.
- D. If the law requires school district employees to be T.B. tested, then all association members will be tested by the District sponsored clinic. Failure to participate in the District sponsored clinic will result with the employee being responsible for the cost.
- E. No employee shall be responsible for the administration of medications.
- F. The District shall make available to bargaining unit members first aid kits, gloves and appropriate training in the handling of blood, blood products and other bodily products and policies as required by MIOSHA and the Michigan Department of Public Health.
- G. Employees' personal lives are not within the appropriate concern of the District unless it can be demonstrated that the performance of their duties has been affected.
- H. The Employer shall provide reasonable assistance to bargaining unit members with respect to control and discipline of students. Bargaining unit members may use such

physical force with students as is permitted by law and under such conditions as is permitted under law.

- I. Employees will not be required to take trips when hazardous conditions have been reported by law enforcement or HASMAT for roads and routes to be traveled.
- J. If an employee is not notified of a cancellation of a scheduled field trip within one hour prior to departure time, she/he will receive two (2) hours at her/his regular rate of pay. Such paid show-up time will not be posted on the board.
- K. Bus Washing and Cleaning:
 - 1. Regular school year bus washing -
 - a. Using automated bus washing equipment, bargaining unit members will be paid for the actual time spent washing and cleaning a bus as scheduled by the Director of Transportation, up to a maximum of 20 minutes per week.
 - b. In the event that automated bus washing equipment is not operational, or a more thorough washing/cleaning is necessary, bargaining unit members will be paid the actual time worked washing the bus using the power washer or other non-automated equipment if approved by the Director of Transportation.
 - c. Bargaining unit members will receive reimbursement and wages for actual time spent for a commercial bus wash when approved by the Director of Transportation.
 - d. Bargaining unit members may be assigned the task of washing and/or cleaning a bus by the Director of Transportation. In no event shall a driver be assigned additional bus washing and/or cleaning duties unless the driver volunteers.
 - e. Bargaining unit members are expected to turn in the appropriate time slip indicating the actual time spent washing the bus prior to their making their run the following day.
 - 2. Summer bus washing -
 - a. If the District has school buses cleaned during the summer months and time permits, the District shall ask for bargaining unit members to contract as individuals for summer bus cleaning when such arrangements are mutually advantageous.
 - b. When all other conditions are equal, bargaining unit members shall be retained on an individual private contract basis before contracting an outside agent.
 - c. When the District contracts summer bus washing with bargaining unit members, it shall be done on a seniority rotating basis.
 - d. When bargaining unit members are retained on a private contracted basis for summer bus cleaning, the District's standards and expectations for the

quality of work will be neither greater nor lesser than for an outside agency.

- e. Non-school year summer bus washing vouchers will be submitted to the Director of Transportation, or his/her designee, upon satisfactory completion of the task. A copy of the approved voucher will be given to the bargaining unit member indicating the date the task was satisfactorily completed. Vouchers with a satisfactory completion date at least two calendar weeks prior to a regular District pay date will be processed with other wages on that pay date. Should an approved voucher not be processed in accordance with the above schedule, a special payment voucher will be processed within five (5) working days after notifying the Director of Transportation, or his/her designee, of the non-payment.
- L. Standby time will be paid the regular rate in the pay period in which it occurs.
- M. A total of fifteen (15) minutes for fuel-up and clean-up will be allowed each duty day, plus an additional twenty (20) minutes each duty day for the purpose of conducting a pre-trip safety inspection prior to receiving passengers. In the event a mid-day run exceeds one and one-half (1.5) hours, five (5) minutes would be added for pre-trip time.

In case of mechanical problems at a location other than the bus garage, the bargaining unit members may be required to check belts, oil, water, etc., under the hood. When such inspection indicates that a bus requires service including the addition of oil or water, the bargaining unit member shall notify the appropriate garage service person to arrange for the service. Bargaining unit members will carefully monitor dashboard gauges to insure that water temperature, oil pressure, battery charging and air pressure status is within normal operating range.
- N. No permanent change shall be made to the length of the employee's regular work day without requesting a meeting with the employee in person to explain the District's reasons for the change. Except in cases of Board of Education declared financial emergency, this provision shall not supersede the provisions of Article IX., C., 2., a.
- O. A bargaining unit member may have the options of taking a bus home for storage under conditions established by the District. A bargaining unit member may be allowed to take a bus home at various times under conditions established by the District. Such instances must have the approval of the Director of Transportation before a bus is taken home.
- P. Bargaining unit members assigned to buses equipped with radio equipment are expected to follow appropriate District and Federal regulations and procedures pertaining to the use of radios.
- Q. All bargaining unit members must submit accurate copies daily of their time slips for work completed other than regular daily runs. Such time slips must include a description of the extra run plus the actual starting and ending time of the extra run as performed by the bargaining unit members submitting the time slip. During exam and conference periods with resultant dismissal time changes, accurate copies of their slips for the entire day worked must be submitted by the bargaining unit members. Bargaining unit members who do not wish to calculate their total hours worked may leave this figure blank. The District shall indicate their calculations for the pay of bargaining unit members who have submitted time slips for work completed other than regular daily runs.
- R. During periods when the electronic fuel card system is inoperable, all bargaining unit

members must submit complete and accurate data in the prescribed manner when fueling the bus assigned to them. Such fuel sheets must be turned in on Friday or on the last day of the week if other than Friday.

- S. The District agrees to abide by Michigan State Laws in the regular assignment of passengers to school buses.
- T. Unless there is an emergency situation, as illustrated by but not limited to, a bus breaking down or a bargaining unit member not able to make her/his run, bargaining unit members shall be responsible for driving and completing their own assigned runs before being assigned another run.
- U. The District recognizes its responsibility to maintain facilities in a safe and sanitary condition and will consult with other responsible officials when necessary to achieve this end. Bargaining unit members shall not be required to work under unsafe or unsanitary conditions, when so determined by the Superintendent of Schools.
- V. The District recognizes its responsibility to support the bargaining unit members in such a manner as to enable them to perform their assigned duties.
- W. The District recognizes the need to provide in-service training for the bargaining unit members. The District will provide at least one (1) in-service training session, of not less than three (3) hours duration, during the school year. The decision for additional in-service sessions will be made by the District based upon the fiscal conditions that exist for that particular school year and the need for the in-service.
- X. When the date(s) of the in-service session(s) is established, the Association will be provided the opportunity to meet with the Administration to have input in the planning and implementation of the in-service.
- Y. Following the second bidding, individual buses shall be assigned to a route and remain on that route for the entire school year unless mechanical problems, unusual circumstance, or a loss in efficiency prevent the use of that vehicle.
- Z. Following second bidding, drivers shall be given a listing of all pupils assigned to their run(s) that are diabetic, epileptic, or suffer from any other condition which may cause abnormal behavior, or who suffer from any communicable disease.

ARTICLE XII

WORKING HOURS

- A. The District will not be required to assign any bargaining unit member more than eight (8) hours per day on a regular basis. A regular basis included the basic assignment, warm-up, fueling, and clean-up or additional runs, but does not include trips, garage time, bus washing or other extra duty assignments. In the latter cases, the District will pay for work performed in excess of eight (8) hours per day when required by the District.

Members shall be permitted to work more than eight (8) hours per day so long as their weekly hours do not exceed 40 hours. Any member wishing to be assigned additional hours shall inform the Director for Transportation or designee of their desire to do so at the commencement of each work day. The members shall self-monitor the additional

hours they are being assigned so that they do not exceed 40 hours for the week. The first time during a school year a member exceeds 40 hours per week will be excused and the second time they will be restricted from the opportunity to work additional hours for the balance of that school year.

1. When employed by the District, permanent spare drivers and temporary permanent spare drivers shall be paid not less than thirty (30) minutes less per day than the regular route assignment with the fewest daily hours, but not to exceed three (3) hours per day.
 2. On paid leave days, holidays, snow days, etc., permanent spare drivers shall be paid only for guaranteed base hours.
 3. When temporarily assigned runs or routes that exceed their guaranteed base hours, permanent spare drivers will be compensated for actual hours on duty.
- B. Time and one-half (1.5) will be paid for actual hours worked over forty (40) hours per week. Holidays shall be interpreted as actual time worked.
- C. Wages for time worked on Saturday and Sunday shall be paid at a rate of one and one-half (1.5) times the regular rate of pay. Wages for time worked on Holidays shall be at a rate double the regular rate of pay.
- D. Layover time consists of time between two (2) runs or between a run and a trip which is caused by late starting of schools and/or time between trips and run. Regular pay will be paid for layover time up to one hour when authorized by the Director of Transportation.
- E. The regular hourly rate will be paid when a bargaining unit member is requested by the District to work extra time over the hours normally spent on assigned bus runs/routes, and when said bargaining unit member actually performs such extra assignment.
- F. Extra assignments other than those already defined in this Agreement, shall be divided and rotated as equally as possible according to seniority. Time not worked because of a refusal will be charged against the employee who refused to work.

ARTICLE XIII

LEAVES OF ABSENCE

- A. General Principles:
1. Leaves of absence for personal illness will be reported to the Director of Transportation or her/his designee.
 2. Leaves of absence for severe injury or illness in the immediate family, death in the immediate family, death in the non-immediate family and death of a close personal friend will be granted by reporting to the Director of Transportation or her/his designee and by filling out a PH-43 upon returning to work.
 3. Written requests for leaves of absence without pay must be addressed to Human Resources and must contain the reason for the request, the effective date, the duration, and a signed statement from a physician, if for health reasons.

B. Paid Leave Time:

1. All regular employees will be granted one (1) day of leave time for each month worked subject to a maximum of twelve (12) work days in any one (1) year, but those employees having worked five (5) or more years in the district shall accumulate on the basis of one and one-half (1.5) days of leave time for each month worked, subject to exception contained herein, not to exceed eighteen (18) work days in any one (1) year. Employees shall accumulate one-half (1/2) of full leave credit for a month in which one (1) to ten (10) days are worked. Employees working eleven (11) days or more shall accumulate full leave credit for the month. The "day" as used herein, is equivalent to the number of hours worked per day on routes and jobs assigned. An employee unable to work a full day shall be charged for a proportional amount of leave day. Leave days will be advanced after bidding in September, but an employee who, upon termination, has used more leave days than accrued will have excess deducted from the last payroll check.

Paid leave time as defined herein may be used for the following:

- a. Personal illness or quarantine.
- b. Serious illness or death in the immediate family -
 - 1) Death in the immediate family or serious illness in the immediate family which requires the presence of the bargaining unit member - five (5) days allowed per occurrence. Immediate family is defined as anyone living in the household and father, mother, spouse, son, daughter, father-in-law, mother-in-law, brother, sister, grandchildren, son-in-law and daughter-in-law.
 - 2) Death in the non-immediate family with a limit of three (3) days allowed per occurrence. Non-immediate family is defined as grandparents, aunt, uncle, cousin, nephew, niece, sister-in-law and brother-in-law.
 - 3) Death of a close personal friend with a limit of one (1) day allowed per occurrence.
- c. The District shall provide each active bargaining unit member with two (2) non-cumulative personal business days each school year. Use of such leave shall be charged to the bargaining unit member's individual leave bank. The bargaining unit member planning to use such a day shall notify her/his immediate supervisor at least one (1) day in advance by submitting a PH-43. In an emergency the one (1) day advance notification may be waived but a PH43 must be submitted prior to a return to work. The following are restrictions upon the use of the personal business day:
 - 1) The day may not be used for personal pleasure, recreational travel, sports events, or to seek other employment.
 - 2) The day may not be used on a day immediately preceding or following a holiday or vacation period. This restriction will be waived if the personal business day is to be used for marriage of

the bargaining unit member or immediate family, moving or closing of a mortgage.

- 3) In the event that the Superintendent of Schools or her/his designee declares an emergency in a building caused by, or resulting from student unrest necessitating that bargaining unit members be on duty, they shall consult with their immediate supervisor in these circumstances
 - 4) Not more than two (2) bargaining unit members will be excused under this section on any given day District-wide. Priority will be established by date of receipt of the request by the Division of Human Resources.
- d. Not more than three (3) work days in any one (1) year may be granted for emergency absences which are necessary and cannot be taken care of outside of working hours, including but not limited to the following: Attendance as required by court subpoenas or income tax audits, if request is made in writing on the form provided by the district and submitted through the bus driver's immediate supervisor to the Division of Human Resources.
 - e. If a person takes a leave day, but fails to follow the procedures in Article XIII.B, or has no leave days left in her/his bank, then she/he will lose that day's pay and may be subject to disciplinary action, based on the circumstances of the case.
2. Bargaining unit members will be credited with paid leave time to which they are entitled at the beginning of each fiscal year, it being understood that such paid leave time is not entirely earned or accumulated until the end of that year. Leave may be taken to the extent of the total accumulated leave, including the anticipated portion of such paid leave time. To the extent of such anticipation, however, such paid leave time anticipated shall be subject to the approval of the District based upon the bargaining unit member's employment record.

In the event that the bargaining unit member is separated, any unearned paid leave time taken in the form of leave time shall be recovered from unpaid salary, or through the billing process.

Any unused portion of credited paid leave time is deemed to be earned or accumulated at the end of that particular fiscal year for which credited and may be used at some subsequent time according to Article XIII B. 1. a., b., and d. (above) only. The maximum accumulated paid leave time shall be one hundred eighty-five (185) days.

3. Longevity Accumulation -

- a. Unused sick leave left over at the end of the school year shall be accumulated to each bargaining unit member's credit with a maximum of one hundred eighty-five (185) days.
- b. Cumulative leave time, not to exceed ninety (90) days, shall at the time of retirement be paid to those bargaining unit members eligible under the provisions of the Michigan Public School Employees Retirement System (MPSERS).

4. An employee injured on the job may supplement Worker's Compensation benefits by being paid the amount payable to her/his under the existing sick leave policy, less the amount of compensation payable to such employee under such Act. In no event shall the employee receive a combined total equal to more than her/his regular scheduled daily amount. If the employee has exhausted all sick leave, said employee shall be paid whatever Worker's Compensation benefits are allowed.

In the event an employee does not desire to supplement his/her Worker's Compensation benefits as stated above, such employee shall sign a written waiver. Such a waiver shall be made available to the employee at the time of injury and shall remain in effect for the time of the applicable injury. Upon the effective date of the physician's release from a leave resulting from a work-related injury, if within a period of sixty (60) days or less from the start of the leave, the bargaining unit member shall return to her/his regular route. If the effective date of the physician's release is greater than sixty (60) days, the bargaining unit member shall be assigned available work not less than her/his regular route.

A bargaining unit member shall be released from her/his assignment for medical appointments related to her/his job-related injury. Such time shall not be deducted from her/his leave bank.

5. If a bargaining unit member is called for jury duty, a leave of absence with pay, not chargeable against the bargaining unit member's leave time allowance, shall be granted if such bargaining unit member cannot be excused from jury duty or if such jury duty cannot be postponed until the bargaining unit member is not working. Upon receipt of the notice that the bargaining unit member is being chosen for the jury panel, such bargaining unit member shall immediately notify the Division of Human Resources. The District shall pay the bargaining unit member the difference between the jury fee received and the bargaining unit member's current pay. The bargaining unit member may opt to keep only compensation from the court and forfeit the supplementary pay from the District.
6. Any bargaining unit member who willfully misuses leave time shall be subject to disciplinary action including discharge.
7. The Division of Human Resources will furnish each bargaining unit member with a statement of accumulated leave time, calculated in hours, following the second bidding each fall.
8. For each day of paid leave time, the bargaining unit member will be paid on the basis of her/his regular daily route assignment not including any temporary extra assignments. For each day of paid leave an equivalent deduction will be made from the bargaining unit member's leave days.
9. In case a bargaining unit member's record shows frequent absences which appear to be chronic, the District may require the bargaining unit member to seek treatment from her/his physician for this condition.
10. Where necessary dental or medical attention, including examination, cannot be scheduled outside of school time, the required time shall be allowed. Such absences must be requested by submitting a PH-43 at least 24 hours in advance. Before a bargaining unit member may return to work after being ill six (6) working

days, she/he must have a certification of health from her/his physician.

11. Except in cases of illness or emergency, absences with pay as defined herein will not be granted in the first or last week of the school year or within three (3) school days prior to or following a vacation period, or when there are no spare drivers available for the period covered by the leave request.
12. Leave time will be computed on an hourly basis for all bargaining unit members. The District and the Association will agree on an individual accumulation for each bargaining unit member and will convert such accumulation as of the second bidding.

C. Military, and other Non-Paid Leaves of Absence:

1. Military Leaves -

Military leaves will be granted and re-employment will be governed by the provisions of the Universal Military Training Act, Family Medical Leave Act, and other applicable state and federal statutes.

2. Maternity Leaves -

- a. Leaves of absence may be granted up to one (1) year. A bargaining unit member shall file a leave of absence request with the District. The date of expected delivery shall be certified by her attending physician at the time of filing the request.
- b. Leave days may be used for only that portion of a maternity leave resulting from disability due to pregnancy, childbirth or the medical complications there from. Any bargaining unit member failing to return to work within forty-five (45) days from the date of delivery of the child and claiming continued disability shall provide the District with a physician's statement that the bargaining unit member is unable to return to work because of medical disability. This disability shall be treated as a personal illness. If no physician's statement is furnished, leave days may not be used for the maternity leave after that date.
- c. The effective day of leave shall be agreed upon by the bargaining unit member and her immediate supervisor based upon the best interests of the District and the bargaining unit member, provided she is able to fulfill all conditions of employment, with consideration given to the closeness of a vacation period, or to the end of the semester. In the event agreement is not reached, the date of leave will be determined at the time of her filing the request, but she is not entitled to remain on the job if she is unable to conduct her regular activities. The continuity of her job performance as well as the health of the bargaining unit member are factors which will be considered in establishing the termination date.
- d. An extension of a leave for post maternity purposes may be granted following a maternity leave provided that the application for such leave is made before her scheduled return to work from the maternity leave. A written notification by the bargaining unit member of her intent to return to work shall be submitted to the Division of Human Resources at least sixty (60) days prior to the expiration of the leave. Any combination of

maternity and post-maternity leaves cannot exceed two (2) years. No accumulated leave time will be granted during the non-disability portion of her leave of absence.

- e. Return from maternity leave prior to the termination of the leave may be approved at the request of the bargaining unit member and requires the approval of the bargaining unit member's physician. After approval of the bargaining unit member's physician, the bargaining unit member will be assigned to the first vacancy she is offered and for which she is qualified, if the routes have been bid and filled in accordance with this Agreement.
- f. A bargaining unit member who indicated in writing prior to the birth of a child, an interest in returning to duty within sixty (60) days following the birth of the child shall be assured that her position will be available to her upon her return within, but not exceeding, the sixty (60) days.
- g. A bargaining unit member adopting a child may receive a leave of absence under this provision, which shall commence upon entry of an order by the probate court awarding custody to the adopting parents.
- h. In cases of adoptive leave up to sixty (60) days, the bargaining unit member will be guaranteed return to the position held at the time the leave was granted.

3. Other Non-Paid Leaves of Absence -

a. Non-Paid Medical Leaves:

- 1) Medical leaves of absence without pay or benefits for up to one (1) year may be granted by the District without loss of seniority. Request for such leave must be in writing to the Division of Human Resources and must be supported by a physician's written recommendation. The request shall be for a specified period of time terminating on a specific date.
- 2) An extension of the non-paid medical may be granted by the District upon submission of a renewal application, along with the physician's certification, thirty (30) calendar days prior to the termination of the leave. If an extension is granted that extends the leave beyond a two (2) year period, the person's seniority will be frozen as of the date of the end of the two (2) year period. The required thirty (30) day notice may be waived in an emergency.
- 3) A bargaining unit member returning from a non-paid medical leave should indicate in writing to the Division of Human Resources her/his intention to return to her/his position thirty (30) days prior to her/his return. Such application to return must be supported by a report from the attending physician certifying that the bargaining unit member is fully recovered and capable of performing the functions and duties of the position.
- 4) Upon the effective date of the physician's release, if within a period of sixty (60) days or less from the start of the leave, the bargaining unit member shall return to her/his regular route. If the effective

date of the physician's release is greater than sixty (60) days from the start of her/his leave, she/he shall be placed for immediate appointment to the first available position for which she/he is qualified, if the routes have been bid and filled in accordance with this Agreement; or she/he shall be promptly referred to the District's selected physician for examination at the District's expense.

- 5) Bargaining unit members who do not report recovery when released by the attending physician for return to duty or who refuse to accept an available opening offered or who fail to request extension of leave and do not report to duty upon such expiration shall be subject to termination as an employee of the District.
- 6) During leave of absence the employee shall not engage in other gainful employment during such time the employee would otherwise have been performing their normal daily assignment. Such other gainful employment shall not be similar work and shall not contribute to further injury.
- 7) In case an employee's record shows frequent absences due to illness on the day before and/or after a holiday or vacation period, or combined Friday-Monday or one particular day of the week, the District may request the employee to present a physician's statement upon return to work. If such a statement is requested and not provided, said days of absence shall be designated as days of absence without pay. The District will notify the employee of its intention of so doing before invoking this section.
- 8) The intention of the short term unpaid leave provision is to afford an equal opportunity to all bargaining unit members to be excused from duty when an unusual situation requiring their presence develops unexpectedly and when the operation of the Transportation Department will not be adversely affected by granting up to two such leaves concurrently. The following rules shall apply to requests for such leaves.
 - a) Requests for unpaid leave of less than one (1) day may be granted by the Director of Transportation at her/his discretion.
 - b) Requests for personal leaves for vacations will have the lowest priority.
 - c) Not more than seven (7) calendar days will be allowed for planned vacation leaves.
 - d) Requests for personal leaves for planned vacations will not be accepted prior to six (6) months before the leave is to start.
 - e) Only one (1) personal leave request will be considered earlier than one month before the leave is to start.

- f) Vacation leave requests will not be granted on an ongoing annual basis to individual bargaining unit members.

b. Personal Leave of Absence:

- 1) The District shall provide a personal leave of absence not to exceed thirty (30) calendar days. Such leave shall be subject to the consent and approval of the District without loss of seniority. The District may limit to two (2) the number of bargaining unit members on personal leaves during the same time period. It being understood that if the District grants more than two (2) leaves, it will be based on the circumstances at that time and will not be precedent setting for future situations.
- 2) A bargaining unit member returning from a personal leave of absence shall return to her/his regular route.

c. Forced Leave of Absence:

- 1) The Board of Education may at its discretion require any bargaining unit member to submit to a physical and/or psychiatric examination at any time. The District reserves the right to designate the physician or physicians administering such examination provided, however, the District pays the examining physician fees.
- 2) The District may, without the bargaining unit member's request, give the bargaining unit member a one (1) year's leave of absence without pay, except for accrued sick leave time, upon the written recommendation of a school designated physician and/or school designated psychiatrist. However, it shall be the right of the bargaining unit member involved to also select her/his own physician and/or psychiatrist, at her/his own expense, and in the case of conflict between the two reports an additional professional opinion shall be sought before the District may enforce such leave-of-absence without pay. The employee and the District will share the costs of the third opinion.
- 3) In case a bargaining unit member's record shows recurring illness which appears to be a result of chronic illness, the District may require the bargaining unit member to visit her/his doctor at stated intervals.
- 4) Seniority of a bargaining unit member on forced leave shall accumulate continuously.

ARTICLE XIV

SPECIAL TRIPS

- A. The Director of Transportation or her/his designated representative shall post all special trips except for shuttles between buildings, through the bid process. Special trips are those other than regular assigned routes. The driver shall make every effort to perform

special trips when assigned.

The District will be required to post a minimum of seven (7) out-of-town trips on any given day to bargaining unit members for bid. The number of out-of-town trips assigned on any given day to bargaining unit members may be increased to ten (10) subject to meeting the operational needs of the District. Meeting the operational needs of the District shall mean the ability of the District to staff the normal daily bus runs.

- B. The District recognizes the desirability to equalize the number of hours on each trip list to those drivers desiring extra trip assignments. Trips of this nature, therefore, will be made on a rotating basis. The District and the Association accept the fact that not all drivers desire special trips. Each driver shall signify in writing to the Director of Transportation her/his desire to be placed on the Special Trip List. A driver may have her/his name on more than one Special Trip List. Any driver desiring to be removed from the Special Trip List shall signify the same in writing to the Director of Transportation.
- C. Probationary drivers shall not be placed on the Special Trip List. A driver must have completed one (1) year of regular driving (to include probationary period) to be assigned non-local trips. Probationary drivers and spare drivers may be assigned a local trip of three (3) hours or less when all others are not available.
- D. The District shall establish two (2) Special Trip Lists according to the following descriptions:
 - 1. Local Trips: Assignment shall be made from Local Trip List when the destination of the trip falls within an area bounded by the United States side of the Blue Water Bridge to the East; Fisher Road to the North; M-19 to the West; Yeager and Gratiot to the South and South East to Fred Moore Highway.

A driver who refuses such trip due to conflict with bid hours shall not have those hours posted to the Trip List. Assignment due to refusal by a driver may be made to those probationary drivers available.
 - 2. Out-of-Town Trips: Assignment shall be made from the Out-of-Town Trip List when destination of the trip falls outside the area described in paragraph 1 above.
- E. In the event that a driver is eligible for a shuttle run attached to his/her route and there is a conflict in the times of that trip and another trip (local or out of town), the driver shall choose the trip he/she prefers without loss of position on the applicable special trip list.
- F. Each Special Trip List shall include all drivers who have requested to be placed on a Special Trip List. Such lists shall be compiled on a seniority basis. The District agrees to make arrangement of special trips according to the driver or drivers with the lowest hours posted on the particular Special Trip List, at the time such assignment is to be made. If more than one driver has the same total number of hours posted, the assignment will be made to the driver with the most seniority. If a driver is eligible on a rotating basis for a special trip and refuses, the number of hours posted to the applicable trip list shall not be more than the hours offered at the time of refusal. The hours posted to a driver who refuses an overnight trip shall not exceed four (4) hours per day. In the event that a driver is eligible for a trip from more than one list and there is a conflict in the time of the trips, the driver shall choose the trip she/he prefers without loss of position on the other list. Out of town trips shall be posted and/or assigned in an order determined by the most current date and hour of departure.

- G. An executive officer of the Association may refuse a trip scheduled for a time that would conflict with Association business without being charged for the hours of the trip refused or lose her/his position on the applicable Special Trip List.
- H. Seventy-two (72) hour notice of trips will be given, whenever possible. If no bids are received on a trip or if a bus is requested after the trips for that particular day have been posted, an All Call will determine who will be assigned the trip. If there is a period of twenty-four (24) hours before the trip time, the All Call can be posted on the trip board. If less than twenty-four (24) hours notice, the All Call will be accomplished on the radio at a time of day when all the drivers are normally on the road. Those drivers who choose not to respond to the All Call are not charged with the trip hours. In case of multiple volunteers, the trip is assigned to the driver with the lowest number of trip hours after daily adjustments have been made. A driver shall accept a trip in "good faith" and shall not have the right to cancel from any trip except in case of illness or emergency arising out of unforeseen circumstances.
 - 1. Trips are posted daily on the trip board along with a printout showing accumulated trip hours of all volunteer drivers. They are removed from the bid board by 10:30 each day and trips assigned, adjustments made to trip hours, a new printout prepared, and new trips posted by approximately 12:00 noon.
 - 2. "All Calls" are recorded at 10:30 a.m. (approximately) and are assigned before regular trips are assigned, taking adjustments into consideration.
- I. Those drivers who desire to be placed on the Special Trip List shall notify the Director of Transportation at the beginning of each school year. Any driver who does not elect to be placed on the list at the beginning of the year, may come on the list, subsequent to the beginning of the year on the following conditions: The driver is credited with the highest number of hours on the list and is placed at the bottom of the list as if she/he had no seniority. A driver who is on the Special Trip List may have her/his name removed from the same but it cannot be placed on the Special Trip List until the beginning of the next school year.
- J. A minimum of two (2) hours show-up time shall be paid for reporting for a canceled trip. Two (2) hours paid show-up time will not be posted on the List.
- K. Hours of special trips shall be reported and posted on the appropriate list within five (5) working days of such trip. The driver shall file with the Department of Transportation the trip sheet within two (2) work days of the trip assignment. In the event a driver does not file a trip sheet within three (3) working days, the driver will be charged double the actual hours on the delinquent trip sheet.
- L. Hours of Special Trips are adjusted daily. The advertised trip hours are added to the totals of those drivers that are assigned and those who refused the trips. The driver shall file the trip sheet with the Director of Transportation within one (1) working day of the trip assignment and adjustments are made to the trip sheet within one (1) working day thereafter.
 - 1. Adjustments for the person who takes the trip would be the actual trip hours minus any deduction for a portion of the day lost due to conflict between trip hours and regular daily assignment.
 - 2. Adjustments for the person who refused the trip would be posted trip hours.

- M. The District shall provide someone when a driver requests that she/he be accompanied while parking or retrieving a bus on an out-of-town trip for reasons of personal safety.
- N. When a driver is off on a non-working day between the first and last day of school, not to include "Act of God" days, no charge will be posted for refusal of a trip at this time.
- O. Cancelled Trips – When school is cancelled due to weather or any other "Act of God" condition, trips that are cancelled for the Act of God day (or days) will be handled in the same manner as they are for any other occasion.
 - 1. Procedure for one "Act of God" day:
 - a. Trips for the day following the Act of God day will be awarded to the drivers who had bid on them.
 - b. Charged hours for the cancelled trips will be removed from the accumulated times shown on the list that is posted on the trip board.
 - c. Drivers whose trips were cancelled as a result of the Act of God situation, will then go back on board to bid on the next offered trips.
 - d. Trips that would have been posted on the Act of God day will be posted as ALL CALLS.

Example: Act of God day is January 20. School resumes on January 21. The drivers who bid on trips that come off the trip board on the 21st will be awarded those trips. When the next trips are posted, the drivers who lost trips on the 20th will be back on the top of the board, in order of hours and seniority.

- 2. Procedure for two or more consecutive Act of God days:

Out of town and local trips will be radio ALL CALLS for the day that school resumes (first day back). The trips will be assigned from the current posted trip list.

ARTICLE XV

TRIP ASSIGNMENT

- A. Post three (3) days in advance trip to be assigned along with list of drivers by the lowest hours.
- B. Drivers have the period between posting (noon) and assigning (10:30 a.m. of the following day) to enter their selection by choice (trip number 1, number 2, etc.) in writing.
- C. The following day a list will be posted indicating which driver has been assigned what trip. It is then the driver's responsibility to fill out second form (yellow) indicating what runs are needed to be covered and if any directions or a map is required.
- D. The list will be posted with a ratio of four (4) drivers per trip for out-of-town trips and four (4) drivers per trip for local trips.

- E. In the case of a trip refusal, the chargeable time will be the hours offered for a trip. For example: Driver is offered a four (4) hour trip, actual trip time is six (6) hours--person who refused the trip will be charged with the original four (4) hours.
- F. Failure to fill out the "trip bid sheet" will constitute the same as a "refusal". That person will be charged the hours offered on that trip.
- G. If a trip is not accepted by anyone after the twenty-four (24) hour posting, it will be an "All Call" posted in the trip bid area and given to the driver with the least hours that responds to the All Call. The All Call bid sheet will be posted following the language listed in "B" above.
- H. In the event any assigned trip is reduced in time in excess of two hours at a point 12 hours or more prior to the beginning of the trip, the driver shall have the option of refusing the trip without being charged the trip hours.

ARTICLE XVI

TRAINERS

- A. Bargaining unit members who desire to be trainers should show their intent by signing a special form no later than October 1 of each school year. Trainers should have five (5) years of experience. They must also be proficient in knowledge of school bus manual, attend all meetings called by the Director of Transportation, demonstrate leadership ability and maintain an excellent safety record.
- B. A program for trainers shall be established by the Transportation Department. The trainers will aid the Director of Transportation in coordinating the program to insure uniformity of program in the Port Huron Area School District. Final approval of the training program will be determined by the Director of Transportation.
- C. The Director of Transportation shall maintain a list of no less than three (3) trainers. This list will be posted on the Bulletin Board no later than October 15 of each school year. Whenever possible the assignment of driver trainees will be rotated.
- D. Trainee hours will be determined by the Director of Transportation.

ARTICLE XVII

EMPLOYEE RESPONSIBILITY

- A. All bargaining unit members must attend all general meetings called by and under the direction of Transportation unless excused by the Director of Transportation. Employees shall be paid at their regular hourly rate for such meetings.
- B. As requested by the District or needed by the driver for State Certification, all out of county training and testing will be handled as per the procedures set forth in out of town trips in Article XIV. These trips will be voluntary on the part of the drivers and will not be

chargeable to the Trip List.

- C. Bus drivers shall be subject to dismissal if they do not meet the requirements of the State Law concerning School Bus Driver Safety Education.
- D. All bus drivers must meet the following conditions:
 - 1. Maintain a valid Michigan Commercial Driver License (CDL).
 - 2. Maintain a satisfactory traffic violation record as to private driving as well as on-the-job training.
 - 3. Must pass a personal physical examination by the District physician or if the employee chooses their own physician, they will be reimbursed upon submission of a paid receipt for the approved amount. If they choose not to pay the doctor directly, they can submit the bill to the District and the District will issue payment directly to the doctor for the approved amount.
 - 4. If the law requires school district employees to be TB tested, then all association members will be tested by the District sponsored clinic. Failure to participate in the District sponsored clinic will result with the employee being responsible for the cost.
- E. Employees may be subject to disciplinary action, including dismissal, for infractions or failure to perform duties and responsibilities as requested and required by the District within the confines of this Agreement.

ARTICLE XVIII

SUMMER ROUTES AND TRIPS

- A. Summer routes and trips shall be those routes and trips that run the first Monday following the last day of school attendance.
- B. Summer driving shall be on a voluntary and seniority basis.
 - 1. If a new route is established or an existing route modified so that it consists of one (1) hour or more than the route being driven by the most senior driver, such route will be offered to all drivers in seniority order.
 - 2. If an existing route is reduced by one-half (1/2) hour or more once bids are accepted and routes awarded the driver shall have no reduction in pay greater than one-half (1/2) hour per day.
- C. The District shall establish a substitute list to include all those drivers signed up to substitute. Substitute, as used in this Article has a limited meaning to include those drivers desiring summer driving but without sufficient seniority to secure a summer route or a senior driver desiring summer substitute driving only. Assignments shall be made in accordance with the driver available with the highest seniority who has not been assigned a regular summer route.
- D. The District shall establish Special Trip Lists to include all those drivers signed up for

trips and the operation of such lists shall be in accordance with Article XV. Summer drivers who are assigned to a particular program will be assigned program trips of three (3) hours or less without regard to the Special Trip List as described above.

- E. A driver may take an unpaid leave-of-absence not to exceed ten (10) working days. Such leave must be applied for at least five (5) working days prior to the first day of anticipated absence. In the event the driver has vacation days, she/he shall have the option to use them at this time.

ARTICLE XIX

PROMOTIONS TO SUPERVISORY POSITIONS

- A. The District shall have the sole responsibility of promoting bargaining unit members to positions outside the bargaining unit as defined in the Recognition Article of the Agreement. The selection and promotion to these positions shall not be subject to the provisions of this Agreement. Bargaining unit members within the unit may request consideration for non-unit positions. A list of excluded personnel shall be available for inspection by the Association.
- B. Individuals transferred from the unit to an excluded position and later returned to a unit position shall retain their total length of service rights, excluding time spent out of the unit.

ARTICLE XX

DISCIPLINE / DISCHARGE

- A. No driver shall be disciplined without just cause and proper hearing. Except as otherwise provided in this Agreement, the District, in imposing any discipline on a current charge, shall not take into account any infractions which occurred more than fifteen (15) working months previous to the current charge.
- B. The bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to a disciplinary action by the District. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until a representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be advised by the District of the employee's right to representation.
- C. The Association shall be notified, in writing, of any discipline, or discharge action, within three (3) working days of the date of such action.

ARTICLE XXI

SUB-CONTRACTING AND TECHNOLOGICAL CHANGES

The District agrees that, except for cases of necessity, it will not contract out work that could be performed by the bargaining unit members, if such contracting would result in the layoff of bargaining unit members.

ARTICLE XXII

EVALUATIONS

- A. Each employee shall have the right upon request to review the contents of her/his personnel file in regard to evaluation reports and anecdotal records except pre-employment evaluations. A representative of the Association may accompany the employee in this review. Each employee will be notified upon inclusion of any evaluation reports or anecdotal records in her/his personnel file.
- B. The Administration shall maintain complete cumulative files on all personnel, including up-to-date records pertaining to performance of duties.
- C. Each administrator shall contribute to the cumulative file in accordance with her/his administrative duties:
 - 1. Records of a positive nature, including supervisory reports, memos and letters to the employee, plus other miscellaneous evidence of successful service.
 - 2. Records of unsatisfactory performance which may lead to suspension, dismissal or denial of a leave-of-absence request, must be specific in content, signed by the administrator, with a copy furnished to the employee. The employee shall acknowledge receipt of the report by signing it within three (3) work days.
- D. If an employee is rated below "Acceptable", the specific reasons for such will be stated on the evaluation, as well as written suggestions or expectations for improvement.
- E. If an employee's evaluation points out questionable characteristics of the employee in any manner, and the employee does not agree with the evaluation, the employee will have the opportunity to answer the evaluation in writing to the appropriate administrator, with a copy placed in the employee's personnel file.
- F. The appropriate administrator shall be responsible for written evaluations of all personnel covered by this Agreement at least once every two (2) years.
- G. Evaluations may include all appropriate employee actions since the last evaluation or during the previous twenty-four (24) months, whichever is less, and shall not be limited to the provisions of Article XX. However, evaluations may not be used for disciplinary actions other than justified termination.
- H. The Division of Human Resources will acquaint new employees with the evaluation forms and procedures during the first month of their employment.

- I. Executing written evaluation, forwarding copies to the Division of Human Resources and to the employee, shall be the responsibility of the appropriate administrator.

ARTICLE XXIII

DISTRICT IMPLEMENTATION MEETINGS

- A. Implementation meetings shall be held between representatives of the Board and the Association when requested.
- B. The purpose of these meetings will be to review the administration of the Agreement and resolve any problems. It is intended that these meetings will produce a high level of mutual understanding and that problems will be resolved on an equitable basis.
- C. All meetings between the parties should be scheduled to take place as promptly as possible at a time when the employees are free from assigned responsibilities. The scheduling will take place within ten (10) days of the request from the Association or the Board of Education.
 1. When implementation meetings are mandated by the Association, substitute assignments, if required, shall be charged to Association leave time.
 2. When implementation meetings are initiated by the District or are mutually initiated, substitute assignments, if required, shall not be charged to Association leave time.
- D. All requests for meetings will be made directly between the Superintendent or her/his designee and the Association President or her/his designee. They will mutually develop the time, place and agenda for such meetings.

ARTICLE XXIV

ATTENDANCE PROCEDURE

- A. Employees are responsible for reporting their absence by calling telephone numbers designated by their immediate supervisor prior to the starting time of their assignment.
- B. All morning absences must be reported daily prior to 6:00 a.m. After the first morning run, two (2) hours notice must be given prior to returning to the bargaining unit member's regularly scheduled run if said bargaining unit member had previously indicated that she/he would not be able to drive that run.

ARTICLE XXV

SICK LEAVE BANK

A leave bank will be established with a contribution from each bus driver of one (1) day per year

for the duration of this contract. The leave bank will be administered by the Association Secretary who cannot grant more than ten (10) days per individual request. The liability for reimbursement of the leave bank shall rest with the Association.

ARTICLE XXVI

INSURANCE

New employees must wait one (1) calendar year from their date of employment to be eligible for any District paid insurance, except Life Insurance.

Pursuant to the authority, as set forth in the Michigan School Code, Section 380.632 and 380.1255, the Board agrees to provide the following insurance benefits for a full twelve month period (September - August) for each eligible bargaining unit member who is assigned a full academic year of employment. Persons who became eligible for coverage after September 1 of a given school year shall receive the benefits listed below for the remainder of that year.

A. Health Insurance -

1. The District shall purchase health coverage, MESSA Choices I or a comparable plan with a \$2/\$5/\$10 co-pay for prescription drugs.

Effective January 1, 2007, the co-pay for prescription drugs will be \$10/\$20. The District shall reimburse any bargaining unit member for the actual cost of a name brand prescription in excess of \$20 in the following circumstances: The member's physician has determined that the name brand drug is medically necessary where an equivalent generic drug exists, the member's physician has followed the BCBS required procedures to obtain approval of the name brand drug and BCBS has denied approval of a waiver of the generic drug requirement. In such circumstances the member shall have the right to obtain the name brand drug and the District shall reimburse the member for the cost of the name brand drug in excess of \$20.

2. There shall be no interruption of coverage for those bargaining unit members already enrolled. For those newly enrolling, coverage shall go into effect after the waiting period prescribed by the carrier.
3. Eligible bargaining unit members newly hired by the Board shall be eligible for Board-paid insurance upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced, or at any open enrollment period, only after one full year of employment in Port Huron Area School District.
4. A bargaining unit member desiring coverage as defined above shall apply to the Human Resources Department for same on a form which the District will furnish for that purpose, it being understood that failure on her/his part to do so will relieve the District from any responsibility for lack of coverage.
5. Bargaining unit members who are not otherwise eligible for health care coverage or bargaining unit members who wish to purchase available expanded coverage may, upon appropriate submission of a written application, purchase said coverage at prevailing group rates through a payroll deduction plan or monthly

cash contributions made to the Accounting Office in advance of premium due dates. The district will make such payroll deductions to cover such costs, but shall not be responsible for lack of proper coverage resulting from errors or inability to make an authorized deduction.

6. A bargaining unit member eligible for Medicare shall enroll for Medicare benefits (Parts A & B) within thirty (30) days of her/his first eligibility date. The bargaining unit member shall be responsible to reimburse the District for any overpayment of insurance premiums made by the Board for failure to comply with this paragraph.
 - a. Bargaining unit members eligible for Medicare benefits on and after July 26, 1991, must notify the Board of Education, in writing, of their primary program election. Bargaining unit members can either elect Medicare or the school-provided plan as their primary program (as required by T.E.F.R.A.).
 - b. To the extent permitted by law, premiums for Medicare supplement and Medicare Part B premiums shall be paid on behalf of the bargaining unit member's spouse and/or qualified dependents eligible for Medicare.
 - c. The Board of Education will not be liable for any penalties against the bargaining unit member by the insurance carrier as the result of her/his election.
7. No Board contribution toward health care protection will be made during leaves-of-absence without pay, layoffs, or after termination of employment. Continuation of health care coverage under such circumstances may, if authorized, be maintained through timely direct payment of appropriate premiums to the Accounting Office.
8. When an eligible employee who formerly had another group Health carrier (Commercial) through her/his spouse and has lost that coverage, by death, divorce or legal separation, or when the spouse of an enrolled employee has lost her/his coverage, application for enrollment with the District Benefit Plan can be made provided the following requirements are met:
 - a. Applicant must apply for transfer into the District coverage within thirty (30) days of the termination from the former group plan.
 - b. All applicants must be eligible for coverage as an employee of her/his group.
 - c. The applicant is entitled to all benefits under the District coverage plan except for those areas of coverage where a waiting period is a requirement under the terms of our program.
 - d. An application card must be completed on each individual applying for each employee applying for District coverage.
 - e. Completed application cards must be submitted with the Monthly Remittance Report in the same manner as New-Hire applicants.
 - f. Applicants' coverage will become effective with the first billing date following date of application if signed within thirty (30) days and submitted

with the next available statement.

9. The District shall contribute the following portion of the monthly health premium to those employees who are regularly assigned twenty (20) hours or more:

Single Subscriber	Full amount
Two Person	Full amount of single subscriber
Full Family	Full amount of single subscriber

Effective March 1, 2006, the District's contribution will be the following:

Single Subscriber	Full amount of premium
Two-Person	Fifty percent (50%) of premium
Full Family	Fifty percent (50%) of premium

The employee shall contribute by payroll deduction the difference to make up the full cost of the monthly premium if electing Two Person or Full Family coverage.

B. Life Insurance -

1. Upon submission of a written application, the Board shall pay the premiums for all regularly assigned members of the Port Huron Area School Bus Drivers Association for group term life insurance protection in the amount of \$15,000 that shall be paid to the bargaining unit member's designated beneficiary in the event of her/his death while an employee of the District. In the event that a bargaining unit member is absent from employment, the District will continue to provide coverage for the duration of any paid leave time or for the period of time for which the premiums are already paid at which time the employee ceases working. (e.g. If the employee ceases working on June 5 and the June premiums are already paid the employee would be covered for June.) The District shall not be responsible or liable for lack of proper coverage and protection, but its responsibility and liability shall be limited to the contributions required to be made hereunder and the remittance and payment of actual deductions made from salaries.
2. Eligible bargaining unit members newly hired by the Board shall be eligible for Board-paid term life insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.
3. The Board agrees to provide the term life insurance benefit program within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the policyholder.
4. Bargaining unit members who have Board-provided term life insurance have a thirty (30) day conversion right upon termination of employment. Any bargaining unit member electing her/his right of conversion in order to keep the term life insurance in force must contact the insurance carrier within thirty (30) days of her/his last day of employment.

C. Dental Insurance -

1. Persons not electing Health insurance shall be entitled to full family coverage

Delta Dental Plan A or comparable coverage offered by another carrier selected by the District, and Vision Insurance as described in Section D. The term, another carrier, may include the option of the District to self-insure.

2. This optional coverage is available to employees only after one full year of employment in the Port Huron Area School District. To be eligible for Dental Insurance, employees must be assigned twenty (20) or more hours per week.

D. Vision Insurance -

1. Upon submission of a written application, the Board shall pay the premiums for all regularly assigned members of the Port Huron Area School Bus Drivers Association and their eligible immediate family dependents as defined by the United States Internal Revenue Service, for a vision care plan as defined in the employee certificate of coverage and specifications as outlined in the addendum entitled Vision Benefit Provisions for Employees and Dependents.
 2. Eligible bargaining unit members newly hired by the Board shall be eligible for Board-paid vision insurance upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced, only after one full year of employment in the Port Huron Area School District.
 3. Changes in family status shall be reported by the bargaining unit member to the Human Resources Department within thirty (30) days of such change. The bargaining unit member shall be responsible to reimburse the District for any overpayment of premiums made by the Board in her/his behalf for failure to comply with this paragraph.
 4. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
 5. Persons who have completed one full year of employment and are assigned fifteen (15) or more hours per week at the second bidding shall be eligible for Vision Insurance.
- E. Eligible bargaining unit members who, in writing, decline health or dental and vision coverage shall receive a yearly cash payment in July of the following year of \$1,000. Effective July 1, 2005, the year cash payment will be \$1,500. This amount is to be prorated on a monthly basis if the member does not decline coverage for the full year or work a full year.

VISION BENEFIT PROVISIONS FOR EMPLOYEES AND DEPENDENT

Vision Care Expense Benefits

THIS VISION CARE PLAN provides professional vision care for persons covered under the plan.

THE COMPANY AGREES TO PAY, subject to the terms and conditions hereof, eligible vision care charges incurred during any twelve month benefit period.

ELIGIBLE VISION CARE CHARGES are the actual costs charges for the following listed

treatments or services to the extent that such charges are usual and customary for the services performed or the materials furnished.

1. A complete vision examination up to, but not exceeding \$25;
2. A single vision prescription up to, but not exceeding \$21 (each pair of lenses);
3. A bifocal prescription up to, but not exceeding \$24 (each pair of lenses);
4. A trifocal prescription up to, but not exceeding \$30 (each pair of lenses);
5. A progressive prescription up to, but not exceeding \$40 (each pair of lenses);
6. A contact lens prescription up to, but not exceeding \$50.00 (each pair of lenses) after cataract surgery or when visual acuity is not correctable to 20/70 in the better eye except by their use. In all other cases, if contact lenses are chosen in lieu of the glasses available under this program, expenses incurred up to \$50.00 will be payable for the examination fee and materials.
7. A set of standard type frames up to, but not exceeding \$65.00.

"Complete vision examination" as used herein means refraction and eye examination including case history, examination for disease or pathological abnormalities of eyes and lids, ranges of clear single vision and balance and coordination of muscles for far seeing, near seeing, and special working distances analysis, and professional consultation.

Who Is Eligible

Employee and dependents eligibility under this vision care plan is the same as the eligibility for other group insurance benefits.

DEPENDENTS include:

1. An employee's spouse, while not divorced or legally separated from the employee;
2. Each of the employee's unmarried children who is a dependent within the meaning of the Internal Revenue Code of the United States and who has not attained the January 1 next following such child's twenty-fifth birthday.

How Often Are These Services Available?

- | | |
|------------------------|-----------------|
| 1. VISION EXAMINATION: | Every 12 months |
| 2. LENSES: | Every 12 months |
| 3. FRAMES: | Every 12 months |

Limitations

EXTRA COST - This plan is designed to financially assist coverage of your visual needs, rather than cosmetic materials.

NOT COVERED - There is no benefit for professional services or materials connected with:

1. Orthoptics or vision training, subnormal vision aids, aniseikonia lenses, plan (non-prescription) lenses.
2. Lenses and frames furnished under this program which are lost or broken will not be replaced except at the normal intervals when services are otherwise available.
3. Medical or surgical treatment of the eyes.
4. Services or materials provided as a result of any Worker' Compensation Law, or similar legislation, or obtained through or required by any government agency or program whether Federal, State or any subdivision thereof.
5. Any eye examination required by an employer as a condition of employment; or any service or material provided by any other vision care program, or group benefit plan containing benefits for vision care.

ARTICLE XXVII

PAID HOLIDAY

- A. Regular pay will be paid to all regularly assigned employees and probationary bargaining unit members for the following holidays: Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day, and July 4th (provision of the last named day as a paid holiday is made for those employees employed during the summer months).
- B. It is not the intention of the District to create the opportunity for extended vacation time in conjunction with the above holidays. The following conditions must therefore be adhered to in order to qualify for holiday pay:
 1. The employee would otherwise have been scheduled to work on such day, if it had not been observed as a holiday.
 2. The employee must have worked the last scheduled work day prior to and the next scheduled work day after such holiday (or have received paid leave time for, in order to be paid for said holiday).

ARTICLE XXVIII

WAGES

- A. Rates of pay:

The rates of pay which shall be effective for the duration of this Agreement are contained in Exhibit "A", hereto attached as part of this Agreement and shall be effective from and after date of ratification.

- B. Compensation for Overnight Trips:

Any driver who accepts a special overnight trip at the request of the District, shall be paid her/his regular hourly rate for all time while behind the wheel of the bus. Such driver shall record her/his actual driving time on a time ticket. In addition to the regular hourly rate, such driver shall receive fifty dollars (\$50.00) as compensation for the overnight portion of the trip and in addition thereto, shall receive expenses for food and lodging.

C. Meal Allowance:

A meal allowance of up to fifteen dollars (\$15.00) will be made to a driver who is assigned a trip of six (6) hours. In the event a trip is scheduled in excess of ten (10) hours, a driver shall be allowed a meal allowance to a maximum of twenty dollars (\$20.00).

ARTICLE XXIX

MISCELLANEOUS

- A. In the event that any provisions of this Agreement shall at any time be held to be contrary to the law by the court of competent jurisdiction such provision shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect.
- B. The President of the Association will be allowed one (1) day off to attend the funeral of a member of the bargaining unit, the day will be deducted from the Association's leave bank.
- C. Supervisory employees may not be permitted to perform bargaining unit work, except in the case of an emergency arising out of unforeseen circumstances which required immediate action and except for training and instruction of new employees in which the objective is to demonstrate the proper procedure for performing the assigned task.
- D. The District and the Association acknowledge that the prime responsibility is in the safety and welfare of the students being transported. The District agrees to provide the students with safe and operable buses.
- E. When the District calls a meeting, employees shall be paid. When the Association calls a meeting, employees will not be paid and presence at the meeting will be voluntary.
- F. Officers and stewards of the Association will have routes paid for when holding meetings with the Association and processing grievances. In the event an officer or steward would have been otherwise available for extra run(s) beyond her/his regular schedule said routes will be paid. Such time will be deducted from the Association leave bank.
- G. 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 District and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered

in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

- H. The District and the Association shall form a Health and Safety Committee to monitor, review and address problems and concerns related to employee on-the-job health and safety. This committee shall be comprised of six (6) members: three bus drivers and three supervisors from the District.

The initial meeting of the committee shall be co-chaired by the Association's Executive Director and the District's Director for Human Resources or her/his designee.

ARTICLE XXX

DRUG TESTING

The employer may cause bargaining unit members to be tested for drug use as part of a required physical examination. Such tests shall be at District expense.

Definitions

- A. "Drug" shall be defined as including alcohol.
- B. "Initial Screen" means a breathalyzer test for the presence of alcohol and the EMIT (Enzyme Multiplied Immunoassay Technique) test for determining the presence of drug residues in urine.
- C. "Confirmatory Screen" means a blood test for the presence of alcohol and the GC/MS (Gas Chromatography/Mass Spectrometry) test for determining the presence of drug residues in urine.
 - 1. Whenever a bargaining unit member shall be required to submit to drug testing, he or she shall always be tested first with the Initial Screen. If the Initial Screen indicates a positive result, he or she may be required to submit to a test using the Confirmatory Screen. Only if both the initial and the Confirmatory Screens indicate positive results, as reported by the Testing Laboratory, may the bargaining unit member be disciplined as follows:
 - a. For the first confirmed positive test result, the bargaining unit member may be required to attend a Substance Abuse Program for a period of not more than three (3) months.
 - b. For the second confirmed positive test result, the School District may exercise whatever disciplinary authority it may have under the terms of the Master Agreement.
 - c. Any discipline imposed upon a bargaining unit member relative to drug test results shall be subject to the grievance procedures contained in this agreement.
 - 2. The District agrees to keep in strictest confidence all aspects of the drug testing program as applied to any bargaining unit member.

The member shall have access to any test results, reports or documentation concerning their individual test relative to this program.

ARTICLE XXXI

DURATION AND NEGOTIATIONS PROCEDURES

- A. This Agreement shall continue in full force and effect until midnight, June 30, 2011, and from year to year thereafter unless prior to the expiration date either party shall notify the other in writing of its desire to negotiate a successor Agreement, in which event the Agreement shall terminate upon expiration date of the year in which the notice is given.
- B. It is further agreed that, following receipt of such notice of termination, the parties hereto shall, on written request, meet for the purpose of discussing the Agreement with respect to its renewal, modification or change upon termination.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives as of the day and year first above written.

PORT HURON AREA SCHOOL DISTRICT

PORT HURON AREA SCHOOL BUS DRIVERS ASSOCIATION

BY _____
President of Board

President of Association

DATE: _____

DATE: _____

“DISTRICT”

“ASSOCIATION”

Chief Negotiator

Chief Negotiator

Team Member

Team Member

Team Member

Team Member

Team Member

Team Member

Team Member

Team Member

Team Member

Team Member

Team Member

Team Member

Team Member

Team Member

EXHIBIT A

HOURLY SALARY SCHEDULES

For the 2010/2011 school year, all wage schedules shall have a zero increase across the board.

Bus Drivers	2010/2011
Step I	12.12
Step II	13.06
Step III	14.09
Step IV	15.15
Step V	15.36

Transportation Aides	2010/2011
Step I	9.33
Step II	9.54

Transit Rates	2010/2011
Step I	12.27
Step II	13.21
Step III	14.24
Step IV	15.31
Step V	15.52

Effective July 1, 2005, Transportation Aides with 15 or more years of service will be paid at Step II.

Trainer Wage: Thirty-five (35) cents per hour applied to hourly rate of pay for those hours worked during regular hours.

Bargaining unit members shall advance to the next step on the salary schedule on the anniversary of their seniority (see Article VII, Section A.2.a.) date, provided they have accumulated a full work year paid as a driver. The driver shall then advance to the next step on July 1 of each year.

Should a driver revert to an aide for any reason, her/his days toward the full work year accumulation shall be frozen until she/he again becomes a driver and will resume accumulating days.

Effective on the first day of school in the school year, all drivers that bid on and are assigned a route that has an eighty-four (84) passenger bus shall receive an additional fifteen (15) cents per hour more than the figures state in the salary schedule.

EXHIBIT B

Grievant: Port Huron Area School Bus Drivers Association / MEA

Number _____

PORT HURON AREA SCHOOL DISTRICT
RECORD OF GRIEVANCE PROCESSING

<u>Step</u>	<u>Required Action</u>	<u>Initiator</u> ⁽¹⁾	<u>Time Limitations</u>	<u>Date of Action</u>
1.	Informal Meeting	Grievant	Within 10 days of occurrence ⁽²⁾	_____
2.	File Grievance	Grievant ⁽¹⁾	Within 5 days of Step 1	_____
	Grievance Received	Administrator ⁽³⁾	Within 15 days of alleged grievance	_____
	Disposition made	Administrator	Within 5 days of hearing	_____
	Disposition received	Grievant	Within 15 days of hearing	_____
3.	Appeal Filed	Grievant	Within 5 days of receipt of grievance	_____
	Appeal received	Superintendent	Within 5 days of receipt of disposition	_____
	Hearing held	Superintendent	Within 5 days of receipt of appeal	_____
	Disposition made	Superintendent	Within 5 days of hearing	_____
	Disposition received	Grievant	Within 5 days of hearing	_____
4.	Notice of non-acceptance of Superintendent's decision	Grievant/ Association	Within 10 days of Superintendent's determination	_____
	Applied for arbitration	Association	Within 10 days of Superintendent's determination	_____

¹ And/or Association

² All days are school days

³ Line Administrator/Building Principal

Grievant prepares three (3) copies:

1. Administrator

2. Association

3. Driver

GRIEVANCE SHEET

NAME OF GRIEVANT _____

ASSIGNMENT _____ BUILDING _____

STATEMENT OF GRIEVANCE: (Give date and details of alleged grievance: pertinent Article, Section, Paragraph and Page(s) of Professional Agreement; and relief sought. Use all space needed. Additional sheets may be added. Statement should be signed and dated.)

RELIEF SOUGHT:

Date

Signature of Grievant

Association Participating: _____ Association to be informed _____

Initials _____ Date _____

ADMINISTRATIVE DISPOSITION AND GRIEVANT AND/OR
ASSOCIATION POSITION SHEET

NAME OF GRIEVANT: _____

ASSIGNMENT: _____ BUILDING _____

DATE OF GRIEVANCE: _____

STATEMENT OF DISPOSITION OF: _____

(Statement of Disposition to be signed and dated by Administrator)

Date

Signature of Administrator

STATEMENT OF POSITION OF GRIEVANT AND/OR ASSOCIATION RELATIVE TO DISPOSITION:
(To be signed and dated by grievant and/or Association)

Date

Signature of Grievant

EXHIBIT C

PORT HURON AREA SCHOOL DISTRICT
EVALUATION FORM
PORT HURON SCHOOL BUS DRIVERS ASSOCIATION

Date _____

The following attributes of _____ are to be evaluated before the end of the school year. The purpose of this evaluation is to aid the individual's self-growth and effectiveness as a member of the non-certified staff of the school district. All of the categories listed below do not necessarily have the same value for all positions.

BUILDING _____ CLASSIFICATION _____ SCHOOL YEAR _____

	Excellent	Above Average	Average	Below Average	Not Acceptable
1. General Attitude Toward Assignment: Has a constructive outlook.					
Comments:					
2. Ability to Work With Others: Gets along well with associates and the general public.					
Comments:					
3. Punctuality and Dependability: Reports for work on time and stays at work until work is completed or until relief worker comes. Is dependable when working alone.					
Comments:					
4. Accuracy and Quality of Work: Is accurate in assignments. Work is efficient and acceptable.					
Comments:					
5. Public Relations: Understands and practices good public relations with co-workers, parents and general public. Telephone conversations pleasant and business-like.					
Comments:					

	Excellent	Above Average	Average	Below Average	Not Acceptable
6. Personal Appearance: Neat, well groomed, appropriately dressed.					
Comments:					
7. Use of English: Uses well-chosen and correct words.					
Comments:					
8. Poise: Self-possessed, emotionally well-balanced.					
Comments:					
9. Health: Possesses physical vigor and is free from nervous strain or physical handicap which might impair efficient performance.					
Comments:					
10. Judgment and Common Sense: Uses good judgment in all matters requiring individual decisions.					
Comments:					
11. Follows Procedures: Follows the policies and programs of the Port Huron Area School District.					
Comments:					
12. Initiative: Capable of self-direction and has the ability to accomplish work often assigned.					
Comments:					

	Excellent	Above Average	Average	Below Average	Not Acceptable
13. Attendance: Uses leave days in the prescribed manner and in a prudent fashion.					
Comments:					
14. Overall Rating: The overall rating is not a mathematical averaging of the previous categories, but is meant to represent a total comprehensive rating of the employee.					

Purpose:

This evaluation is a means by which our supervisors are able to assist the employees in determining their strong and weak points. We hope this will be used as a guide for possible improvement.

Comments:

Immediate Supervisor _____

Position _____

Comments:

My signature indicates that I have received a copy of this evaluation.

EMPLOYEE SIGNATURE _____

Date _____

- Copies:** Original – Personnel
 Second – Building Files
 Third – Employee