

TENTATIVE AGREEMENT

Between
Algonac Community Schools
And the
Algonac Bus Drivers Association/MEA

The above-named parties agree to a three-year collective bargaining agreement which includes the following: All provisions, articles, terms and conditions of employment as outlined in the current agreement between the District and the Algonac Bus Drivers Association/MEA shall become part of the new collective bargaining agreement between the District and the Algonac Bus Drivers Association/MEA, and shall expire June 30, 2015.

During the three-year term of this agreement only, the parties agree to the following modifications:

- Article XII – The drivers will not receive their regular rate of pay for the first two days that school is closed due to inclement weather and are not rescheduled by the District.
- Article XIV – Sick leave shall accrue at the rate of one-half (1/2) day per month of active employment and will accrue to a total of three (3) days.
- Article XV – Drivers will not be paid their regular daily wages on: Good Friday, Memorial Day and Labor Day.
- Article XVI – Where a special run would give the driver over forty hours in that week, the special run will then be assigned on the basis of seniority to those drivers who would not end with over 40 hours in that week. All drivers are eligible for special runs. When a special run is not accepted by the drivers on the special run list, management has the right to assign the special run to any driver who will not be placed into an overtime situation because of the special run assignment.
- Article XIX – Drivers will be paid according to the 2008-2009 Regular Run and Special Run Salary Schedules less 1 percent.
- Article XXIII.L – The District will not provide jackets during the term of this agreement.
- Article XVI – No meal reimbursement for this agreement.
- The District shall have the right to replace the first two drivers leaving the district during this 3-year agreement who are Algonac Bus Driver Association members with contracted drivers.
- Both parties agree to a wage opener if one of the three following events should occur:
 - 1) The District fund equity were to increase above 18% or decrease below 12% at completion of the district's annual audit.
 - 2) Enrollment increases or decreases by 50 students or more (fall count).
 - 3) The foundation allowance increases or decreases by \$100 or more.

At the expiration of this collective bargaining agreement, the above modifications will sunset and the status quo will revert to all of the original provisions of the agreement expiring June 30, 2015, except for the recognition clause and references to the Union which will have changed to the Algonac Bus Drivers Association/MEA.

Michael Shawrow

For the District

1/25/12
Date

Maimon M. Zimbarow
For the Association

1-25-12
Date

AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION OF
THE ALGONAC COMMUNITY SCHOOL DISTRICT**

AND

**ALGONAC EDUCATIONAL PERSONNEL
TRANSPORTATION**

2009/2010 – 2010/2011

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AGREEMENT

This agreement entered into on this 27th day of August, 2007, between the Algonac Community School District (hereinafter referred to as the "EMPLOYER") and Algonac Educational Support Personnel - Transportation (hereinafter referred to as the "UNION").

PURPOSE AND INTENT

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

ARTICLE I
RECOGNITION
EMPLOYEES COVERED

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

All regular full-time and regular part-time drivers employed by the Algonac Community Schools,

EXCLUDING all substitutes, bus mechanics, bus supervisors, executive supervisors, office personnel, and all other employees.

- B. For the purpose of this Agreement, drivers who work three or more hours per day on a regular assigned run shall be considered full-time drivers. Drivers who work less than three hours per day will be considered as part-time drivers.
- C. The transportation of students in the Algonac Community School District in school buses, vans, or any other school-owned vehicle, which require a certified bus driver, shall only be done by members of the bargaining unit on a regular basis. All regular runs using any school owned vehicle shall be driven by a certified bus driver. The employer maintains the right to use supervisors, mechanics, or substitute drivers whenever regular drivers are not available.

D. For the purposes of this Agreement, garage mechanics shall be considered "alternate" bus drivers.

ARTICLE II
MANAGEMENT RIGHTS

Except as modified by the specific terms of this Agreement, the Board retains all rights and powers to manage the Algonac Community Schools and to direct its employees. The Union recognizes these management rights and responsibilities as conferred by the laws and Constitution of the State of Michigan and as are inherent in the rights and responsibilities to manage the Algonac Community School System.

- A.
1. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.
 2. The right to establish, modify, or change any work or business or school hours or days but not in conflict with the specific provisions of this Agreement.
 3. The right to direct the professional staff, including the right to hire, promote, transfer, discipline, and/or reassign employees, assign work or duties to employees but not in conflict with the specific provisions of this Agreement.
 4. Determine the services, supplies and equipment necessary to continue its operations but not in conflict with the specific provisions of this Agreement.
 5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments thereof and the relocation or closing of offices, departments, buildings, or other facilities, but not in conflict with the specific provisions of this Agreement.
 6. Adopt rules and regulations, but not in conflict with the specific provisions of this Agreement.
 7. Determine the financial policies including all accounting procedures and all matters pertaining to public relations.

8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
 9. Determine the policy affecting the selection, testing or training of new employees.
- B. The policy-making functions rest exclusively with the Board, but not in conflict with the specific provisions of this Agreement.
- C. The express inclusion by an affirmative statement or delineation of any specific rights of the Board anywhere in this Agreement shall not by implication exclude or diminish those remaining rights and powers of the Board not so mentioned and hereby retained by the Board.
- D. This contract constitutes the sole and existing agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment, which shall prevail during the terms of the contract. All matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement. The waiver of such breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Board shall deal with all matters not expressly covered by this contract through the exercise of its management rights without prior negotiations during the life of this Agreement.

ARTICLE III

AGENCY SHOP

- A. All present employees covered by this Agreement shall, within thirty (30) days of ratification of this Agreement, as a condition of continued employment, either:
 - 1. Become a member of the Union; or
 - 2. Agree to pay to the Union a service fee determined in accordance with applicable court decisions.

- B. All new employees hired after the effective date of this Agreement shall, within thirty (30) days of their employment, as a condition of continued employment, either:
 - 1. Become a member of the Union; or
 - 2. Agree to pay the Union a service fee determined in accordance with applicable court decisions.

- C. The employer agrees to deduct the Union dues, excluding initiation fees, fines, or assessments, from employees who complete and sign a payroll authorization form (form is included in this Agreement) and present such form to the payroll office. Employees paying the service fee but are not members of the Union may use the same procedure for dues deduction.

- D. The Union agrees to give employees who are not members of the Union but are paying the service fee the same rights as Union members in regard to representation.

- E. The Union agrees to hold the Employer harmless from any and all suits, claims, or legal action taken against the Employer as a result of the employer honoring the Agency Shop article.

The Union shall, for example and not limitation:

1. Notify the Employer of an employee's failure to pay the dues and representation fee.
2. Send a demand that such employee be discharged. One copy of the demand shall be sent to the Superintendent and one copy to the employee.
3. The Employer shall discharge the employee, upon demand of the Union, after the employee has been afforded due process and as soon as a suitable replacement can be found.
4. If the employee challenges the discharge through the Courts, the Union shall provide legal counsel for the Employer, and shall pay all costs, fines, and/or back pay arising from such action, and the Union shall pay all legal fees.

F. Remittance of dues and fees.

1. When deductions begin:

Check-off deductions under all properly executed authorizations for check-off shall become effective at the time the authorization is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

2. Remittance of dues to Financial Officer:

Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than ten (10) days following the date on which they were deducted.

3. The employer shall additionally indicate the amount deducted and notify the financial officer of the council of the names and addresses of employees, who

through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

ARTICLE IV

UNION REPRESENTATION

A. Steward, Alternate Stewards and Unit Chairperson:

The employees covered by this Agreement will be represented by two (2) stewards and two (2) alternate stewards. Alternate stewards shall serve only in the absence from work of the regular steward and then only one (1) alternate shall serve as steward at any time.

B. The Union shall notify the Employer of the names of the stewards and alternates, and shall designate which alternate shall service in the absence of the regular steward.

C. Grievances shall be investigated and presented at times other than during working hours. The Employer agrees to meet for this purpose at reasonable times. "Reasonable" shall be defined as one and one-half (1-1/2) hours before or after the aggrieved employee's shift. If the Employer cannot meet during these times, then the Steward or Alternate Steward and/or Committee Chairperson shall be allowed time off during regularly scheduled working hours, without loss of pay, to process the grievance, provided however, that their presence is required as per the grievance procedure.

I P F
K D Y T

ARTICLE V
GRIEVANCE PROCEDURE

A. When a grievance, dispute, or complaint arises over the interpretation or application of this Agreement, it shall be resolved in the steps outlined below. All specified time limits herein shall consist only of school or work days. If a grievance is filed which cannot be resolved prior to the end of the school year, the time limits will be observed as if school were in session. The time limits provided in this Article shall be strictly observed. Any grievance not initiated within ten (10) workdays of its alleged occurrence is null and void. If a grievance is denied and not appealed within the time limits specified, it shall be considered as abandoned. If a grievance is filed and not answered within the time limits specified, it shall automatically advance to the next step.

B. Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement, the following grievance procedure shall be followed:

STEP 1 - INFORMAL - The driver shall first discuss the alleged grievance with the bus supervisor personally or accompanied by a Union representative. The grievance must be lodged within ten (10) working days from the date the grievant had knowledge of or should have known of the alleged violation.

STEP 2 - FORMAL - If the grievance is not settled in the first step, it shall be reduced to writing, clearly stating the claimed grievance and within five (5) working days submitted to the Superintendent or his designee. There shall be a conference between the driver and/or a Union Steward within five (5) working days after receiving the written grievance, and the Superintendent or his designee shall submit his decision in writing.

STEP 3 - ARBITRATION

- a. If the Union is not satisfied with the decision of the Superintendent, it may, within thirty (30) days of his/her decision, appeal the grievance to arbitration. If the parties cannot agree to an arbitrator within five (5) days of the appeal, the Union shall appeal the grievance to the American Arbitration Association and the AAA procedures for selection of an arbitrator shall be used.
- b. It is understood the arbitrator shall be limited as follows:
 1. He/she shall not add to, subtract from, or modify any terms of this Agreement.
 2. He/she shall not set a rate of pay or wage.
 3. He/she shall not interpret any matter, which claims a violation of law.
 4. He/she shall not award punitive damages.
 5. The fees of the arbitrator shall be shared equally by the parties.
 6. The discharge or discipline of a probationary employee shall be excluded from arbitration.
- c. The decision of the arbitrator shall be final and binding upon the Board, the Union, and each individual employee to the full extent allowed by law.
- d. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

ARTICLE VI

SPECIAL CONFERENCES

- A. Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up at special conferences shall be confined to those included in the agenda. Conferences shall be held at mutually agreeable times. The members of the Union shall not lose pay for time spent in such special conferences if such conferences are held during their regular working hours. This meeting may be attended by representatives of the Council and/or representatives of the International Union.
- B. The Union representatives may meet on the Employer's property for at least one-half (1/2) hour immediately preceding the conference.

ARTICLE VII

DISCHARGE AND SUSPENSION

A. Notice of Discharge or Suspension:

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

B. Discussion of Discharge or Suspension:

The discharged or suspended employee will be allowed to discuss his discharge or suspension with his/her steward and the Employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the discharge or suspension with the employee and the steward.

C. Appeal of Discharge or Suspension:

Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be without just cause, a grievance may be submitted to the Superintendent's step of the Grievance Procedure.

D. Use of Past Record:

In imposing any discipline discharge on a current charge, the Employer will not take into account any prior infractions, which occurred more than three (3) years previously.

- E. Written notification of discipline or other such materials shall be initialed by the employee prior to placement in the employee's personnel file. The employee's initials will be interpreted to signify knowledge of, rather than agreement with, the contents of the document.
- F. The Employer agrees promptly upon the written discipline of an employee to notify in writing the employee, and to notify the employee of his or her right to have a union representative present. Such notice shall contain specific reasons for the disciplinary action. In the event the employee disagrees with the disciplinary action, he/she may initiate a grievance in accordance with the Grievance Procedure.
- G. When it is necessary to reprimand, management will reprimand within 10 working days if possible of the employee misconduct.

ARTICLE VIII

SENIORITY

- A. Seniority should be defined as an employee's length of service with the Employer since his/her last hiring date. "Last hiring date" shall mean the date upon which an employee first reported to work at the instruction of the Employer. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or layoffs for lack of work, except as hereinafter provided. Effective upon the extension of this contract, the Employer may, at its discretion, reemploy a former employee on the same wage schedule he/she was previously placed. This portion of the contract is effective for said employee for a period not to exceed one (1) year from the employee's date of termination of employment with the employer. The Employer may at its discretion waive the probationary period for any Employee rehired under this section. An Employee reemployed under this section will be placed at the bottom of the applicable seniority list.
- B. All new employees shall be probationary employees until they have completed ninety (90) calendar days of employment. Employees absent during their probationary period for five (5) or more days shall have their probationary period extended for the full number of days missed.
1. The probationary period for substitute drivers who become regular drivers shall be 30 days. This will occur if the substitute has driven 70 or more days over the previous 180 days for Algonac Community Schools.
 2. During the probationary period, the employee shall have no seniority status and may be laid off or terminated at the sole discretion of the Employer without regard to his relative length of service, except employees discharged or disciplined because of Union activity.

3. Upon satisfactorily completing his/her probationary period, the employee's name shall be entered on the seniority list as of his/her most recent date of hire.
 4. Substitute drivers who become regular drivers shall be entered on the seniority list ahead of newly hired drivers who did not work as substitute drivers.
- C. Upon execution of this agreement, an up-to-date seniority list shall be prepared by the Employer and presented to the Union within five (5) days after the execution. Thereafter, an up-to-date seniority list shall be posted on employee bulletin boards and building sites and shall be available to the Union within three (3) days following a request for said list. In compliance with this provision, it shall be deemed to have been accomplished if the Employer gives the Steward and/or the Chapter Chairperson of the Union six (6) copies of the seniority list.
1. Any objection to the seniority date as shown on the initial seniority list must be registered with the Employer by the complaining employee within thirty (30) calendar days after such seniority list has been given to the Union.
 2. When the seniority list is initially prepared and if two (2) or more employees had the same hiring date, they shall draw straws to determine their placement on the seniority list with the short one being placed first and so on.
- D. An employee's seniority shall terminate:
1. If he/she quits or is discharged for just cause, and the discharge is not reversed through the procedure set forth in this Agreement.
 2. When, following a layoff for lack of work, he/she fails to notify the Employer within seventy-two (72) hours after receipt of recall notice sent by certified mail, return receipt requested, delivered to addressee only, of his/her intent to return to work within ten (10) calendar days.
 3. When the employee is absent for three (3) consecutive regularly scheduled working days without notifying the Employer. Exception shall be made when the employee has been incapacitated and unable to notify the employer.

4. If the employee fails to return to work immediately upon expiration of a leave of absence or any extension thereof or accepts employment elsewhere while on a leave of absence, which would preclude the employee from performing his/her responsibilities and duties to the Employer.
 5. If the employee has been laid off for a continuous period of twenty-four (24) consecutive months, or the length of years of service, whichever is greater.
- E. When it becomes necessary to lay employees off due to lack of work or to reduce the size of the work force, temporary and probationary employees shall be laid off first, then employees with the least amount of seniority shall be laid off next.
1. Employees to be laid off shall receive at least fourteen (14) calendar days notice to the layoff. The Chapter Chairperson shall receive a copy of the notice at the same time that the notice is delivered to the employee.
 2. The Chapter Chairperson and the Steward, in that order, shall head the seniority list of the unit during their term of office, for layoff purposes only.
 3. When the working force is increased after a layoff, employees will be recalled according to seniority with the most-senior employee on layoff being recalled first, provided they meet the requirements for the job at the time of recall. Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. It shall be the responsibility of the laid off employee to inform the school system of any change of address. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall or fails to notify the Employer as per Section IV(B), he/she shall be considered a quit.
 4. When laid off employees are requested to substitute, they shall be paid at the step 0 of the salary schedule of the driver for whom they are substituting.

ARTICLE IX

TRANSFERS

If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter within six (6) months, transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he transferred. Employees returning to the bargaining unit under the above circumstances shall retain all rights accrued prior to the transfer out of the bargaining unit for the purpose of any benefits provided in this Agreement.

ARTICLE X

LEAVES OF ABSENCE WITHOUT PAY

- A. 1. A leave of absence for up to one year shall be granted without loss of seniority but without pay or benefits for the following reasons:
- a. Childbirth (employee only).
 - b. Illness of the employee, which extends beyond accumulated sick leave (the Employer retains the right to request a doctor's slip prior to, during, and upon completion of such leave.).
 - c. Prolonged illness in the immediate family, which requires the presence of the employee. Immediate family shall include father, mother, child, spouse, or other relative living within the employee's household.
2. These leaves may be extended at the sole discretion of the Board.
- B. A leave of absence for up to one year may be granted at the sole discretion of the Board for the following reasons:
- 1. Child care.
 - 2. Educational leave where the classes are directly related to the employee's job in the Algonac School System.
- C. Each employee may take up to two weeks per year off, without pay, subject to the following restrictions:
- 1. An employee may not take more than one week off at a time, however a second week may be available at the discretion of the Director of Transportation.
 - 2. All employees must submit their requests for time off for the school year by October 15th of each year.
 - 3. The transportation supervisor may approve a leave of absence without pay if provided with a letter and two weeks advance notice and if substitute drivers are available.

4. No more than one employee may take time off at the same time.
 5. If more than one employee applies for time off for the same or overlapping periods, seniority shall be the determining factor.
- D. Members of the Union selected to attend Union conferences and/or conventions shall be allowed time off without pay to attend. In such event the Union shall give as much advance notice as possible, and no more than two employees shall be allowed off at any time.

ARTICLE XI

WORKER'S COMPENSATION

An employee who is eligible for Worker's Compensation due to an on-the-job injury, which occurred during their regular working hours on the Employer's premises, shall receive an amount equal to the difference between their Worker's Compensation and their regular wages. Such differences shall be deducted from the employee's accumulated sick leave on a pro rata basis. When the sick leave accumulation has been exhausted, such payments shall cease.

ARTICLE XII

SNOW DAYS

Drivers who were scheduled to work shall receive their regular rate of pay for day's school is closed due to inclement weather (hereinafter referred to as "snow day(s)"), which are not rescheduled by the District. If the District decides, in its sole discretion, to reschedule any snow day(s), drivers who are scheduled and work on the reschedule day shall receive the applicable rate of pay for the rescheduled day.

*****The Drivers will not receive their regular rate of pay for the first two days school is closed due to inclement weather which are not rescheduled by the District.***

ARTICLE XIII

JURY DUTY

An employee who serves on jury duty will be paid the difference between the pay for jury duty and the regular pay. A driver required to appear as a witness in court in a court-related civil action shall receive his/her regular paid time, less any subpoena and witness fee paid to the driver, provided such driver makes himself/herself available for work as soon as he/she has completed testifying.

ARTICLE XIV

ABSENCES

- A. Beginning with the second semester of the 2002-2003 school year, an additional sick day bonus will be added to employee's accumulated sick days if he/she has perfect attendance for the semester. If the employee is at his/her maximum accumulations, he/she will receive a twenty (\$20) dollar bonus. No loss of bonus will occur due to vacation days off, holidays, or jury duty.
- B. Full-time drivers shall be permitted to be absent from their duties with the Algonac Community Schools without loss of pay because of personal illness subject to the following conditions:
1. Sick leave shall accrue at the rate of one (1) day per month of active employment with a maximum of 140 days. The day of credit is gained at the end of the month. Bus drivers who work during the summer will receive a day of sick leave credit for any month during the summer in which they work (excluding summer shuttle runs) at least ten (10) days.
 - a. A day shall be equal to a full, regular run. Sick days will not be broken down any less than half. (Atlas runs shall be considered secondary runs. Therefore, a driver shall not be paid for the Atlas Run when a driver is unable or unavailable to perform the run.)
 - b. If loss of pay did occur during the school year because of insufficient number of sick days at the time of illness, a reimbursement at the end of the school year will be made for days docked providing the employee did not use more than the maximum days allotted for the year. This portion of the contract, Article XXII Section A-1-b shall be suspended until such time as 75% of the drivers have accumulated 40 days in their personal sick leave account.
 - c. Upon written request from an employee, the Board will notify the employee as to the number of sick days they have accumulated to their credit.

- d. A driver who is ill will notify the transportation supervisors a minimum of 1-1/2 hours before they are due to report. A driver will return to driving as soon as they are physically able. It is the responsibility of the driver to make clear when they will return so as not to call in a substitute driver.
2. Drivers must be under employment as defined by law in order to be eligible to use their accumulated allowable days of absence.
3. Accumulated allowable days of absence shall be allowed for those days already credited to a driver's account on the effective days of this Agreement.
4. Sick leave days may be utilized by the employee for the illness and disability of his/her dependent family to a limit of three (3) days per year. Dependent family shall be defined as children, stepchildren, spouse, and parents for purposes of this provision.
5. The district shall provide such leaves as are required by the Federal Family Leave Act of 1993. The district shall act in accordance with the federal regulations.

C. Personal Leave

1. All full-time drivers shall be granted two (2) personal days per year, not chargeable to sick leave, which shall be non-reviewed and may be used at the employee's discretion subject to the following conditions:
 - a. Personal day may not be used to extend holiday (day before or day after holiday).
 - b. An employee using personal leave must return to work the following day or lose pay for the personal day, provided, however, that in an emergency the Superintendent may waive the loss of pay at his sole discretion not subject to the grievance procedure.
 - c. No more than one (1) bus driver may take personal leave at one time.
 - d. Personal leave may be taken in half-day or full day increments only.

- e. Personal leave requests must be made three (3) working days prior to leave date. Scheduling is on a first-come, first-serve basis. In the case of an emergency, the Superintendent or designee may, at his sole discretion, waive the three-day notice.
 - f. Personal days shall not be used for other employment.
2. Personal days not used by the employee are credited to sick leave.

D. Vacation Time

To be covered with a letter of understanding.

**** Sick leave shall accrue at the rate of one half (1/2) day per month of active employment.**

ARTICLE XV
HOLIDAY PROVISIONS

A. Full-time drivers will be paid their regular daily wages on the following days:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
4th of July (summer drivers)	Christmas Day

B. Drivers, in order to obtain holiday pay, must report to work the last scheduled workday before the holiday and the first workday after the holiday. If the driver reports to work on both of these days and leaves work due to illness or injury, the driver shall be eligible for holiday pay.

C. Any paid sick leave shall be construed as time worked for the purpose of eligibility for holiday pay.

*****Drivers will not be paid their regular daily wages on: Christmas, New Year's Day, Good Friday, Memorial Day, and Labor Day.***

ARTICLE XVI

SPECIAL RUNS

- A. All full-time drivers will be paid the special run rate as indicated in Article XXVIII - Compensation Special Run Schedule for special runs. Except as otherwise agreed upon, special runs shall be defined as the movement of students and/or passengers outside of the school district at the District's request, including field trips, sports runs, athletic runs and the like. Special runs shall not include:
1. Regularly scheduled daily runs to the Community Learning Center in Marine City.
 2. Regularly scheduled daily runs to the St. Clair County ISD TEC Center.
- B. All full-time drivers wanting to take special runs will submit their names to the office within two (2) weeks of the beginning of the school year in September. The list will be compiled on a seniority basis, and all special runs will be assigned. Starting at the top of the list at zero (0) hours at the beginning of each school year trips will be equalized among the full-time drivers as closely as possible over the school year. New drivers must wait until the semester break, either two (2) weeks before school starts or January semester break, to be eligible for the special runs list.
1. Any driver who refuses a special run will be charged with the trip. The refused trip will then be offered to the next full-time driver available on the list. However, if a third trip refusal occurs on the same day as when the second refusal occurred, the driver's name shall not be removed from the extra special run list. The time for that trip shall be charged to the driver and the other trips that the driver's name might come up for on that same day (that resulted in the third refusal) shall be passed over until all drivers on the trip list have had an opportunity to accept the trip.
 2. A driver may trade a trip with another driver who is scheduled for a trip on the same date. Such trade shall be in writing and agreed upon by both drivers and the Transportation Director.

3. A driver will not be charged hours when agreeing to take a special run that was previously selected and subsequently refused by another driver.
 4. In the event a driver on five (5) or more occasions in one year refuses a trip, which has been posted for five (5) business days in advance, such driver shall be removed from the trip list. A driver who provides notice to the Transportation Director of their unavailability in advance of the posting shall not be charged a refusal.
 5. A special run driver who refuses a trip within forty eight (48) hours of the start time shall be charged twice the amount of hours refused.
 6. In the event of an emergency, the Transportation Director and/or the transportation mechanic may transport students.
 7. The parties agree during the period of this agreement to meet to discuss issues related to the coverage of special runs. The parties anticipate meeting at the conclusion of the fall sports season and the winter sports season.
- C. Special runs will be posted weekly, one (1) week in advance, and driver assignments finalized seventy-two (72) hours in advance.
- D. The Board agrees to pay two (2) hours show-up time for any special runs that are not cancelled two (2) hours in advance; one (1) hour in advance for weather, except that drivers who give up a regular run shall get their wages equal to what they would have earned had not the trip been cancelled.
- E. Any driver directed to stay overnight by the supervisor will have normal expenses approved by the transportation supervisor paid for by the Board, including the cost of the motel and costs of any meals.
- F. All summer runs will be offered to full-time drivers on a seniority basis.
- G. During holidays or scheduled calendar days off, employees shall not be charged for refusing to take special runs.
- H. Drivers shall be reimbursed for meal expenses using district reimbursement procedures, providing that meal expenses are approved by the Transportation Director.

***** Where a special run would give the driver over forty hours in that week, the special run will then be assigned on the basis of seniority to those drivers who would not end with over 40 hours in that week. If all drivers would end with over forty hours then the special run will be assigned according to seniority per Article XVI.***

ARTICLE XVII

SEVERANCE PAY

A. A fee will be paid to all drivers who retire from the Algonac Community Schools for accumulated sick leave over forty-five (45) days, and who have a minimum of ten (10) years of service with the Algonac Community Schools. A driver's individual sick days may accumulate to a maximum of 140 as per Article 22. The severance pay shall be retroactive for those days already credited to a driver's account from September 1971.

The amount will be:

2007-08	—————	\$20.00 per day
2008-09	—————	\$20.00 per day
2009-10		\$20.00 per day
2010-11		\$20.00 per day

B. The allowance provided for above shall be paid to the beneficiary of an eligible employee upon his/her death.

ARTICLE XVIII

LIFE INSURANCE

All full-time drivers will be granted term insurance in accordance with the schedule shown below. In addition, a rider AD&D will be included. Terms of the carrier shall govern the conditions of this fringe benefit. The Board of Education shall have the right to determine the carrier of such insurance. New full-time drivers shall be awarded this insurance following the completion of their probationary period.

Amount of term insurance shall be:

Amount of Term Life Insurance shall be \$25,000 for the duration of this contract extension.

In the event of a layoff, drivers affected shall be covered for one year thereafter. Drivers shall be notified in writing of the fact that the one-year is about to expire and may continue coverage by paying the life insurance premium.

ARTICLE XIX
COMPENSATION

***** Drivers will be paid according to the 2008/2009 Regular Run and Special Run Salary Schedules less 1%.***

	<u>Regular Run Schedule</u>	<u>Special Run Schedule</u>
<u>Employees Hired Prior to 9-1-96</u>	<u>2009/10</u>	<u>2009/10</u>
Probationary	12.95	11.20
Step 1	13.41	11.58
Step 2	13.80	11.92
Step 3	14.22	12.30
Step 4	14.93	12.60
<u>Employees Hired After 9-1-96</u>		
Probationary	11.85	10.09
Step 1	12.31	10.48
Step 2	12.69	10.80
Step 3	13.11	11.18
Step 4	13.80	11.49

- A. New employees shall serve ninety (90) calendar days on the probationary step. Upon satisfactory completion of the probationary period, the employee shall advance to Step 0 or Step 1 as applicable. The employee shall then advance to Step 1 on the first anniversary date with the District, and shall advance to Step 2 and Step 3 upon completion of the second and third year of employment with the District, respectively. Leaves of absence shall serve to extend the time on step for a period equal to the length of the leave.
- B. Employees must be full time to be eligible for any of the benefits (e.g. leaves with or without pay, holiday pay, recall, seniority, insurance, etc.) provided by this Agreement.
- C. A day shall be that time an employee is regularly scheduled to work.
- D. All Drivers shall be paid their hourly rate of pay for all regular runs in accordance with the Regular Run Schedule. All Drivers shall be paid the special run rate of pay in accordance with the

*Algonac Community Schools bus drivers currently employed by the district and who were employed by the district for the 2004-2005 school year shall receive a stipend equal to a 1% payment of their base pay for the year September 1, 2004 – August 31, 2005.

Special Run Schedule for all special runs, as defined by Article XXIV, Section A of this Agreement.

1. The Board agrees to pay overtime at the rate of time and one-half (1-1/2) the regular hourly rate for all hours worked in excess of forty (40) per week during a normal work week (normal work week to mean Saturday through Friday) and double-time for all hours worked on Sunday.
2. The Board agrees to pay double-time plus holiday pay to any driver working on a paid holiday. This rate includes overtime premium and the weekend premium.
3. All drivers completing the bus drivers' school classes conducted by the State will be paid their regular hourly rate of pay for each hour attended. Driver's lunch expenses on driver school class days will be reimbursed following the district's standard reimbursement policies. In addition, members of the bargaining unit shall be paid for the knowledge and skill test as required for certification annually, with a minimum pay of one hour.
4. All drivers shall remain on regular hourly rate during any layover including regular runs, shuttles, sporting runs. The term "layover" shall mean time between runs. Any layover of less than one hour shall be reimbursed for that time.
5. Drivers shall continue to be compensated at their regular hourly rate during any period of layover. Layover shall be defined as the time between runs. (Any layover of less than one hour shall be compensated as one hour of layover.)
6. In the event there is not enough total layover time between runs to perform clean-up and gas-up of vehicle, an additional fifteen (15) minutes paid clean-up and gas-up time may be granted to the driver to perform the cleaning and gassing as necessary.

7. Drivers will be paid their regular hourly rate for a minimum of two (2) hours a meeting when attending an orientation meeting called by the district.
8. A full-time driver who is called into the Supervisor's office or into the garage by the Bus Supervisor for discussion, such as conferences with parents, discussion of bus runs, etc., who are not on layover time shall be paid for the amount of time the employee was required to stay over at the regular hourly rate of pay.
9. Funeral Leave:
 - a. A maximum of five (5) days per occurrence, chargeable to sick leave, shall be granted to full-time drivers and without loss of pay for death in the immediate family subject to the conditions listed below. The reason for such leave shall be to allow the employee time to attend the funeral and care for matters resulting from the death.
 - b. The immediate family shall be defined as spouse, child, mother/father, sister/brother, grandparent, stepmother-stepfather-stepchild. A maximum of up to 3 days per occurrence chargeable to sick leave shall be granted to full time drivers and without loss of pay to attend the funeral and care for matters resulting from the death of:

In-law - mother, father, brother, sister, son, daughter.

Stepbrother, stepsister, aunt, uncle, niece, nephew
 - c. The Superintendent may extend the days of absence in instances when in his judgment the time limitation is not sufficient to allow for all of the adjustments occasioned at the time of bereavement. The driver will maintain his/her seniority, and accumulated sick leave will be paid only for the five (5) days allowed. Additional days beyond the five (5) days shall be without pay.

10. "If it becomes necessary to increase the New employees portion of the salary schedules in order to recruit new drivers, the Union agrees to meet with the District to agree upon a new rate for current and future employees in this classification."

11. Computation of benefits:

All hours paid to an employee shall be considered as hours worked for the purpose of computing overtime.

- E. All full-time drivers who have been assigned to drive a regular run on any attendance day shall be paid in full hourly rates for any remaining portion of that day which is either altered or cancelled by the School District for any reason.
1. Full-time drivers who agree to drive part of another full-time driver's run will be paid their own hourly rate; however, no driver shall receive less than his/her normal daily wage as a result of covering for another driver.
 2. A regular driver will be allowed to take any portion of a driver's run who is unavailable and misses a portion of that run. If there is not a regular driver available, a substitute may then be used.
 3. Should the District require drivers to perform the annual preparation of maps and lists, the process will be conducted on school premises and drivers will be paid for actual time worked.
- F. No single run that stands alone by requiring the driver to return their bus will be paid less than one (1) hour.
- G. The Board of Education shall pay the cost of the Chauffeur's license, CDL and any other required endorsements required by law.
- H. A Driver's compensable time shall be computed beginning from the time the Driver performs the pre-trip check until the bus is returned to the garage or pre-agreed area and shall include the required time to complete any necessary paperwork prior to leaving work. This provision shall be interpreted in accordance with the conditions as set forth in this Agreement, including those provisions governing layover time.

ARTICLE XX

RUN ASSIGNMENT AND RELATED MATTERS

- A. The Board shall make every effort to have runs straight through with the least number of possible layovers.
- B. The right to assign routes on the basis of mileage and size needed to provide proper coverage will be reserved by the Board.
- C. Scheduling of Runs
 - 1. Full-time drivers shall be offered a choice of regular runs no later than five (5) days prior to the beginning of the school year. If there is any loss in time of one half (1/2) hour or more in the first 10 driving days, drivers will be allowed to bump the least senior driver with more time. At the end of the second week, but no later than the sixth week of school, the drivers will be offered a choice of regular runs again. Before the second bidding of bus runs, the Administration will endeavor to make all necessary changes in the runs. Any runs that are changed after the second bidding that involve one-half hour or more in time will be posted and bid by the seniority within two weeks of such a change. Awarding of all requests shall be on the basis of seniority.
 - 2. Regular runs chosen by full-time drivers at the second bidding must be kept, except for the half (1/2) hour change as stated above, and unless vacancies or newly-created runs occur during the year which alter the seniority lists. Any such vacancy shall be open for bid.
 - 3. In the event a Driver is on a leave of absence under the contract for a period of five (5) or more consecutive school days, the run assigned to the Driver on leave shall be offered, for the duration of the leave period, to other Drivers who are assigned runs that have one-half (1/2) hour or more less daily driving time than the run assigned to the Driver on leave. The run shall first be offered to Drivers with less

seniority than the Driver on leave and then to the most senior Drivers, in descending order in accordance with the District Driver seniority list. A Driver assigned a run that would be difficult to temporarily assign to another Driver, as determined by the Transportation Director, shall not be eligible for the assignment. The assignment decision under this section shall be made by the Transportation Director, which decision shall not be subject to the grievance procedure.

4. A laid off driver would be recalled for a leave that is scheduled to exceed 10 working days.
5. When a driver bids on his/her run package, which contains a kindergarten run, he/she shall have the opportunity to discuss the run with the transportation supervisor. Final decision as to run composition will rest with the transportation supervisor.

D. Substitution of Buses

1. Any driver whose regular bus has been assigned to a field trip, and so forth, will be allowed to use the best bus available in completion of his/her regular runs as the current practice.
2. Any driver whose regular bus is out of operation for repairs will be allowed to use the best bus available for use on his/her regular runs as the current practice.
3. The Transportation Supervisor shall determine which is the best bus available. His decision shall not be subject to a grievance procedure.

E. On altered workdays, regular drivers shall fill in whenever possible for daily vacancies if a conflict with a regular run does not exist. This provision of this Article shall be void after July 1, 1986, should the legislature repeal or change the law regarding the 180 school day requirement.

ARTICLE XXI

EQUIPMENT, ACCIDENTS AND REPORTS

- A. The Board shall not require drivers to take out on the streets or highways any vehicles that are not equipped with safety appliances in safe operating condition prescribed by law.
- B. A driver will not be required to operate any vehicle on any impassable road or highway which would be involving dangerous conditions or danger to person or property or in violation of any applicable statute or court order, or governmental regulations relating to the safety of person or equipment. No driver shall suffer any loss of pay as a result of being unable to complete his/her route as a result of impassable roads.
- C. Any driver involved in any accident shall immediately report said accident and any physical injuries sustained. When required by the Board, the driver, before starting his/her next shift, shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such driver to disciplinary action.
- D. Defects in Equipment
1. Drivers shall immediately or at the end of this shift report all defects of equipment. Such reports shall be made on the suitable form furnished by the Board, and shall be in multiple copies, one copy to be retained by the driver, one copy for the mechanic, and one copy to be placed in the window of the bus by the driver. The Board shall not ask or require any driver to take out equipment that has been reported by any other driver as being in an unsafe operating condition until same has been approved as being safe by the Mechanical Department and Bus Supervisor.
 2. When the occasion arises where a driver gives written report on forms in use by the Board of a vehicle being in unsafe working operating condition, and receives no consideration from the Mechanical Department, he/she shall, together with the

steward or union officer, meet with the Bus Supervisor before such vehicle is put back in regular service.

ARTICLE XXII

SHUTTLE RUNS

- A. For purposes of this Agreement, "shuttle" shall mean the movement of pupils or citizens to District-managed programs or the movement of pupils within the District to programs approved by the Superintendent."
- B. The shuttle shall be given to a driver who is available and paid in the following manner:
1. Layover time if not more than an hour from end of previous run to beginning of shuttle.
 2. One hour or more layover time, it shall be treated as a separate run with a minimum of one hour given to the shuttle run.
- C. Should the run be cancelled, notification shall be given to the driver two hours before the time, or one hour if cancelled due to the weather. Failure to do so will result in payment to the driver of the following:
1. Layover time plus 1/2-hour additional time to clock.
 2. One hour when it occurred with an hour or more layover.
 3. Two hours if it should occur on Saturday, Sunday or a holiday.
- D. The regular sports bus provided after practice shall be handled differently in one respect than shuttle runs, i.e., it shall not rotate from driver to driver in the interest of maintaining consistency of discipline on that delivery. However, it will be posted for bid twice a year with highest seniority available driver, and regular driver on bidding list to fill in due to driver absence.
- E. Shuttle runs shall be handled on a rotation basis, consistent with current practice whenever possible. The first driver assigned shall get the run with the most hours. In the event of a cancellation, the last assigned driver is cancelled.

F. The Supervisor shall assign shuttle runs at least twenty-four (24) hours in advance. If there is not time for twenty-four (24) hours notice, the driver shall not be charged with a refusal.

***** The District willnot provide jackets during the term of this agreement.***

ARTICLE XXIII

“DRIVER’S OPERATING PROCEDURES”

- A. All drivers shall possess a valid CDL license, a valid Bus Driver's Certificate, and the annual successful completion of the knowledge, tests and driving skill test.
- B. As a condition of employment, all drivers shall be required to have an annual physical examination by a school-appointed physician. The Board of Education will pay the cost of that physical examination.
- C. All Drivers shall be subject to testing, including, without limitation drug, alcohol, tuberculin and chest x-rays, as required by law and/or Board policies. Except as provided by law or otherwise agreed upon, the cost of any required testing shall be paid by the District.
- D. The Board will furnish all equipment to be used on the buses, such as brooms, windshield scrapers, flashlights, cleaning cloths, and so forth.
- E. Checking of buses:
 - 1. All drivers shall be responsible for checking flashers, mirrors, lights, gas and emergency exits for operating efficiency.
 - 2. All drivers shall be responsible for cleaning of the interior of his/her bus, including interior and exterior windows.
 - 3. All washing of buses shall be the responsibility of garage personnel.
 - 4. Checking of oil levels, tires, exhaust systems, shall be the responsibility of the driver.
 - 5. The checking and maintenance of all functioning parts under the hood of the bus shall be the responsibility of garage personnel.
 - 6. Check list as provided

- F. Any case of an assault on a driver while on the job will be promptly reported to the bus supervisor. The Board will provide assistance to the driver in his/her defense, including any legal expenses that may be necessary.
- G. Drivers shall have spaces for parking designated in the parking lot for their vehicles, and buses will have spaces allotted for parking purposes.
- H. The parties agree that a student bus violation form will be utilized to report the misbehavior of students. Should a driver encounter a severe discipline problem, the driver should immediately contact the Bus Supervisor. The Supervisor will determine the course of action to be taken.
- I. The Employer shall give members of the bargaining unit a minimum of twenty-four (24) hours notice before scheduling any mandatory meeting. Except in case of emergency, attendance will not be required if such notice is not given.
- J. The Union agrees that the members of this bargaining unit shall not engage in any strike during the term of this Agreement.
- K. The Board of Education shall provide ferry tickets for all drivers who drive on Harsens Island, but reside on the mainland.
- L. A jacket will be provided by the Board to drivers, one every two years. It will be at the Board's discretion as to the selection of the appropriate jacket to be provided.
- M. The employer shall install and make available a copy machine in the bus garage/maintenance office/warehouse complex to which all drivers shall be allowed access, provided materials copied are related to school business.

ARTICLE XXIV

“MISCELLANEOUS”

A. Aid to other unions:

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining for this unit or make any agreement with any such group or organization for the purpose of undermining this Union.

B. Veterans:

The Employer agrees to abide by the law in regard to the rights of veterans.

C. Union bulletin boards:

The Employer will provide a bulletin board in the drivers' room, which may be used by the Union for posting notices pertaining to non-political union business.

D. Rates for new classifications:

When a new classification is created which properly falls within the unit, the Employer will notify the Union of the classification and rate structure. In the event the Union does not agree that the rate is proper for the classification, the rate shall be subject to negotiations.

E. Distribution of Agreement:

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the Agreement to all new employees entering the employ of the Employer.

F. Mandated Fingerprinting Costs

Drivers shall pay for the costs associated with state mandated fingerprinting. In the event the State of Michigan designates funds to the Board to cover the cost of fingerprinting drivers shall be reimbursed the cost up to the level of funds allocated by the State.

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8 10 11 12

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall continue in effect until 12:00 midnight August 31, ~~2009-2011~~.

Effective upon the ratification of this agreement by both parties, the contract shall remain in effect for the ~~2007-2008, 2008-2009~~ **2009-2010, 2010-2011** school years.

If either party desires to modify this Agreement, they may do so by notifying the other party, in writing, between ninety (90) and sixty (60) days prior to the expiration date.

It is understood that this Agreement shall expire on the date indicated above and can only be extended upon mutual, written agreement.

DATE: _____

DATE: _____

FOR THE UNION:

FOR THE BOARD:

ARTICLE XXVI

ALGONAC EDUCATIONAL SUPPORT PERSONNEL - TRANSPORTATION

LETTER OF UNDERSTANDING

Article XIV, Section D-1 & 2, shall be suspended until such time as the district reinstates a schedule which requires a driver to work on a 52 week basis.

D. Vacation Time

1. An employee who is employed on a 52-week basis shall have the right to vacation time in accordance with the following schedule:

After 1 year of service	5 paid vacation days
After 2 years of service	10 paid vacation days
After 11 years of service	15 paid vacation days
2. In the event that vacation days cannot be scheduled, the employee will receive paid days. Vacation days are to be taken between July 1 and June 30 each year, and are non-cumulative. Vacations will be scheduled by the Employer.

Shirley Farley

Algonac Educational Personnel - Transportation

Date

Michael E. Sharrow

Algonac Board Education

Date

