

**AGREEMENT**

**between the**

**EAST CHINA SCHOOL DISTRICT**

**and**

**LOCAL 214**

**TEAMSTERS, STATE, COUNTY  
AND MUNICIPAL WORKERS**

**covering the period from**

**July 1, 2012**

**to**

**June 30, 2014**

## TABLE OF CONTENTS

ARTICLE I	Scope of Agreement and Operations Covered.....	2
ARTICLE II	Recognition, Agency Shop and Dues .....	2
ARTICLE III	Stewards.....	4
ARTICLE IV	Grievance Procedure.....	5
ARTICLE V	Extra Contract Agreements.....	7
ARTICLE VI	Seniority .....	8
ARTICLE VII	Personal Leave - Drivers.....	9
ARTICLE VIII	Leave of Absence.....	11
ARTICLE IX	Holidays (Paid) - Bus Drivers.....	13
ARTICLE X	Guaranteed Driver Work Time .....	13
ARTICLE XI	Payroll & Overtime.....	14
ARTICLE XII	Call-In or Call-Back Pay.....	14
ARTICLE XIII	Bidding.....	15
ARTICLE XIV	Absence from Work.....	18
ARTICLE XV	Severance Pay .....	18
ARTICLE XVI	Jury Duty.....	19
ARTICLE XVII	Management.....	19
ARTICLE XVIII	Equipment, Accidents and Reports.....	20
ARTICLE XIX	Military Clause .....	21
ARTICLE XX	Worker's Compensation .....	21
ARTICLE XXI	Health Insurance - Drivers.....	21
ARTICLE XXII	Miscellaneous .....	25
ARTICLE XXIII	Separability and Savings Clause.....	27
ARTICLE XXIV	Termination Clause.....	28
SCHEDULE A	Bus Driver Salary Schedule.....	29

## **AGREEMENT**

This agreement, made and entered into this 14<sup>th</sup> day of May, 2012 by and between the East China School District, located at East China, Michigan party of the first part, hereinafter called the Employer, and Teamsters, State, County and Municipal Workers Local 214, an affiliate of the International Brotherhood of Teamsters, located at 2825 Trumbull Avenue, Detroit, Michigan, 48216 party of the second part, hereinafter called the Union.

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and the employees; and of promoting improving peaceful industrial and economic relations between the parties;

WITNESSETH:

### **ARTICLE I**

#### **SCOPE OF AGREEMENT AND OPERATIONS COVERED**

It is understood and agreed that this Agreement shall cover all hourly rated bus drivers hired on or before May 14, 2012, but excluding the bus supervisor, crossing guards, substitute drivers, substitute bus aides, probationary employees employed by the School Board of East China Township, and all hourly rated bus drivers hired after May 14, 2012.

### **ARTICLE II**

#### **RECOGNITION, AGENCY SHOP AND DUES**

2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and other conditions of employment, as called for by this Agreement, for all employees performing the work within the classification contained in this Agreement. For the purpose of contract negotiations, all employees who are covered by this Agreement shall be represented by a bargaining committee comprised of five (5) unit employees selected by the Union, the Union Chairman and such other union officers and representatives as required.

2.2 Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

2.3 The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

2.4 In accordance with the above policy set forth above, employees covered by this Agreement shall, as a condition of employment, continue membership in the Union or pay an administrative service fee equal to the portion of the annual dues which is related to the negotiation and administration of this Agreement. The obligation to pay for new employees shall begin thirty-one (31) days following the date of hire into the bargaining unit.

2.5 During the period of time covered by this Agreement, the Employer agrees to deduct monthly from the pay of any employee all regular and usual dues excluding initiation fees and other assessments of the Union levied in accordance with its Constitution and By-Laws, and/or representation fee; provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Union. Changes either as to additions or deletions in Union membership or changes in dues rates will be certified to the Employer in writing by the Union at least one (1) month in advance of the effective date of the change.

2.6 The Union will indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of Union dues or representation fee or discharge of an employee for failure to authorize the deduction of such dues or representation fee or failure to pay dues or representation fee.

2.7 Amount of dues and/or representation fee will be certified in writing to the Employer by the Secretary-Treasurer of the Union.

2.8 Any employee hired for work in the job classification subject to this Agreement shall work under the provisions of this Agreement but shall be employed for sixty (60) school days, during which period such employee shall be deemed probationary and may be discharged without further recourse; provided, however, that the Employer shall give written notice to the employee and the Union, for informational purposes only, if any probationary employee is discharged after thirty (30) (school) days but before completing the probationary period. The probationary employee shall be placed on the regular seniority list under this Agreement after serving as a bus driver for the Employer beyond sixty (60) school days.

2.9 Members of the union shall not initiate any strike or concerted actions to prohibit the regular daily operation of the Transportation Department.

## **ARTICLE III**

### **STEWARDS**

The employees may elect, from among the employees, one steward and one alternate steward. The authority of the steward shall be limited to and shall not exceed the duties and activities listed below. Prior permission must be obtained from the Director of Transportation.

1. The investigation and presentation of grievances to the Employer in accordance with the provisions of this Agreement.
2. The collection of dues, when authorized by appropriate Local Union action.
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information:
  - a. have been reduced to writing; or
  - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

The steward shall head the seniority list for purposes of layoff and recall but shall be subject to all the terms and conditions of this Agreement. Alternate and acting stewards shall not have preferential seniority.

With prior approval of the Employer, the steward may post and maintain Union notices on the premises when expressly authorized by officers of the Union.

The steward has no authority to take strike action or any other action interrupting the Employer's business.

The Employer recognizes these limitations upon the authority of all stewards and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitation, shall have the authority to render proper discipline, including discharge without recourse, to any steward in the event such steward has taken strike action, slow-down or other work stoppage in violation of this Agreement.

All stewards shall be employees of the Employer and shall perform the duties of the classification for which they are employed.

## **ARTICLE IV**

### **GRIEVANCE PROCEDURE**

4.1 It is mutually agreed that all grievances, disputes or complaints arising over the interpretation or application of this Agreement be settled in accordance with the procedures herein provided and that there shall be at no time any strikes, tie-ups of equipment, slowdowns, walkouts or any other cessation of work through the use of any method of lockout.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. In the event that any grievance cannot be settled in this manner, the question may be submitted by either party for mediation as hereinafter provided.

4.2 The employees may elect a grievance committee of three members, two of whom must be drivers in the District. The third member, if not a driver in the District, must be an official of Local 214. The official function of this committee is limited to helping the aggrieved process their grievances, if requested by the aggrieved, beginning at Step 2 of the Grievance Procedure.

4.3 (a) A grievance is a complaint by an employee in the bargaining unit and/or the Union concerning any alleged violation, misapplication or misinterpretation of this Agreement or disciplinary action of a non-probationary employee which is not for just cause. Should any grievance arise, the following grievance procedure shall be followed:

**STEP 1** By conference between the aggrieved employee, the steward, or both, and the Director of Transportation.

If the grievance is not settled within five (5) working days, it may be appealed to Step 2.

**STEP 2** It shall be the responsibility of the aggrieved to reduce the grievance to writing on the regular grievance form provided for by the Local Union and submit it within two (2) working days. The grievance will set forth the facts thereof, the section(s) of this Agreement alleged to be violated, and the relief requested. There shall be a conference between an official(s) of the Union and the Superintendent's designee within five (5) working days of receipt of the grievance and a decision rendered within five (5) working days after this meeting.

**STEP 3** If the aggrieved is not satisfied with the disposition of the grievance, the decision may be appealed to the Superintendent within five (5) working days after notification of such decision. The Superintendent shall render a decision within ten (10) working days.

**STEP 4** If the aggrieved is not satisfied with the decision rendered at Step 3, a demand for

arbitration may be filed in accordance with this article. However, the Business Agent and/or Executive Board of the Local Union shall have the right to determine whether or not a grievance started by an employee against the Employer is qualified to be submitted for arbitration.

4.3 (b) Any grievance not initiated within ten (10) working days 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.

4.4 The Union Steward or the Alternate will be allowed to be absent from work without loss of pay in order to participate in the grievance process, with previous approval of the Employer. A three (3) day advance notice is required.

4.5 Discharge and Suspension - The Employer shall not discharge or suspend any non-probationary employee without just cause but, in respect to discharge or suspension, shall give at least one warning notice of the complaint against such employee to the employee in writing, and a copy of the same to the Union. No warning notice need be given to an employee prior to discharge if the cause of the discharge is:

- a. Dishonesty
- b. Molesting children
- c. Immoral conduct
- d. Carrying unauthorized passengers while on the job
- e. Drinking or under the influence of alcohol or drugs during a scheduled work day
- f. Possession of alcoholic beverages of any type on a bus or on the job
- g. Furnishing false information on any employment application
- h. Driving without a valid license
- I. Negligence relating to the operation of a bus
- j. Failure to comply with direct supervision
- k. Other serious misconduct that would justify discharge

In the event that an employee is suspended, said employee shall receive within two (2) working days the written reasons for the suspension and the right of the Union to request a hearing within the terms of the agreement. The warning notice as herein provided shall not remain in effect for a period of more than two (2) calendar years from the date of said warning notice. The Director of Transportation will provide to each affected employee a listing of all outstanding warning notices, complete with the expiration date within 30 days after the start of each school year. Discharge must be by written notice to the employee and the Union. Any discharged or suspended employee may file a written grievance under Article IV, Section 3, but such grievance must be made by written request within five (5) working days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) working days and a decision reached within fifteen (15) working days from the date of discharge

or suspension. If no decision has been rendered within fifteen (15) working days, the case may then be taken to arbitration by delivering written notice of its desire to arbitrate to the Federal Mediation and Conciliation Board within fifteen (15) working days, with a copy to the Superintendent. The arbitrator shall be selected from the rolls of the Federal Mediation and Conciliation Board and the arbitration shall be conducted under the rules of the Federal Mediation and Conciliation Board. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. The arbitrator's decision shall be confined to the sole question of whether or not there has been a violation of this Agreement and, if a violation is found, the appropriate relief. The arbitrator's award shall be final and binding on the Employer and the Union and any employees involved. Arbitration proceedings will be held after working hours. Union has sole right to take a grievance to arbitration and an employee cannot take a grievance to arbitration without the concurrence of the Union.

The District's security cameras, GPS systems, and video and audio from the cameras placed on the buses shall not be used as the sole basis for initiating disciplinary action against an employee. If the district initiates a disciplinary investigation based upon some source other than the video or audio from the cameras, then in such an instance, the video and audio from the cameras on the buses may be used as evidence.

Reprimands given to employees are to be confidential unless the employee requests representation. However, the director may request to have a management representative present.

It is further agreed that in all cases of any strike, slowdown, walkout or any cessation of work, the Union shall not be liable for damage resulting from such acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of stoppage of work mentioned above, it is specifically understood and agreed that the Board shall have the sole and complete right of reasonable discipline.

The Board shall have the right to immediately discharge any employee participating in any strike, slow-down, walkout or any other cessation of work.

## **ARTICLE V**

### **EXTRA CONTRACT AGREEMENTS**

5.1 The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this agreement, or any agreement or contract which conflicts with the terms or provisions of this Agreement. Any such agreement shall be null and void.

5.2 This Agreement shall be binding upon the parties hereto, their successors and assigns. Any successor shall be given notice of the existence of this Agreement and a copy of such notice shall be sent to Teamsters Local 214.



## **ARTICLE VI**

### **SENIORITY**

6.1 In reducing the working force, the employee with the least seniority, by classification, will be the first employee laid off. In returning to work by classification, the last employee laid off shall be the first employee rehired.

6.2 Subject to the provisions of Section 5, hereof, seniority shall be broken only for any of the following reasons:

- a. Discharge
- b. Voluntary quit
- c. Layoff for twenty-four (24) calendar months or the amount of the employee's seniority at date of layoff, whichever is less
- d. Failure to return from leave of absence

6.3 A list of employees by classification arranged in the order of their seniority shall be posted in a conspicuous place at the bus depot. Any controversy over the seniority standing of any employee on this list shall be referred to the grievance procedure for settlement. Such determination shall be made without regard to whether the employees involved are members or not members of a Union.

6.4 As a basis in determining seniority, employees shall accumulate seniority from their last date of hire. For drivers, seniority shall be computed on the basis of full time service reduced by any time during which the employee did not accrue seniority.

6.5 A longevity payment will be made annually for the purpose of recognizing service credit to the District. Years of service will be based on status as of the previous June 30, and will be paid in December as follows, pending the terms established in the attached Memo of Understanding.

10 or more years of service	\$150
15 or more years of service	\$250
20 or more years of service	\$350

- 6.6
- a. Seniority continues to accrue while any employee is on paid sick leave.
  - b. Seniority continues to accrue while an employee is absent due to injuries occurring during the course of employment with Employer (i.e., on the job injuries.).
  - c. Seniority continues to accrue for unpaid leaves of absence or layoffs for up to thirty (30) working days.

- d. Seniority is maintained but does not accumulate for:
  - 1. Leaves of absence after thirty (30) working days and for up to twenty-three (23) additional calendar months;
  - 2. Layoffs after thirty (30) working days and for up to twenty- three (23) additional calendar months or the amount of the employee's seniority at date of layoff, whichever is less.

6.7 An employee laid off shall be given ten (10) calendar days' notice of recall to a bargaining unit position mailed to the last known address by certified mail. Employees who fail to make themselves available for work at the end of said ten (10) calendar days shall be considered to have voluntarily quit. Employees who refuse to accept a bargaining unit position shall be considered to have voluntarily quit.

6.8 Laid off employees shall be at the top of the substitute list by classification ranked in the order of their seniority.

6.9 Regular employees who have the same seniority date, shall be ranked equally but will be listed in alphabetical order. Management reserves the right in case of layoff to determine order of layoff from alphabetical list.

- a. Seniority shall be the basis for the purpose of bidding runs.
- b. Date of seniority for all future employees will be the date of starting on regular runs.

6.10 In case of a layoff of regular employees, the Board shall continue to pay the following month's premium for the employee's hospitalization insurance and life insurance for the month following the date of layoff.

## **ARTICLE VII**

### **PERSONAL LEAVE - DRIVERS**

7.1 Personal leave with pay shall accrue to each driver's Personal Leave Bank at the rate of one and one-half times the route time for each month of active employment excluding July and August with a maximum accumulation of 1680 hours provided, however, all employees hired after July 1, 1984 shall accrue personal leave hours at the rate of one (1) times the route time for each month of active employment excluding July and August with a maximum accumulation of 1680 hours. For purposes of sick leave accrual, route time will include Tec Runs. Personal leave time earned in one month will be added to each driver's Personal Leave Bank on the first day of the following month. Personal leave days with pay will be paid on the basis of route time only. Route time is considered to be all regularly scheduled driving and layover time as set forth

at the annual bid.

7.2 Personal leave with pay shall be available to each driver to the extent of hours accumulated in the driver's Personal Leave Bank only for the reasons and within the limitations listed below.

7.2.1 An absence due to Personal Illness/Injury of a driver shall be compensable to the extent of hours accumulated in the employee's Personal Leave Bank. A certificate of inability to work by reason of illness from a licensed doctor of medicine, examination by the Health Officer or other physician designated by the Board, and such other evidence of illness and inability to work as the Board may deem necessary may be required as evidence of the illness before compensation for the period of illness is allowed. The first two (2) sick days annually are unpaid, pending the terms established in the attached Memo of Understanding.

7.2.2 Absence required to attend to Family Illness by drivers may be compensable up to a maximum of three (3) days equivalent time to make emergency arrangements for medical or nursing care for illness in the immediate family. The employer may require verification of the need at its discretion. "Immediate family" is defined as wife, husband, child, brother, sister, parent and parent-in-law, and grandparents, except that a relative residing in the same household may, for the purpose of this Section, be considered as the immediate family.

7.2.3 Absence required to attend to Personal Business for drivers may be compensable up to a maximum of three (3) days equivalent time chargeable to the personal leave bank providing arrangements are made with the supervisor three (3) days in advance of the anticipated absence for business and family obligations that cannot be met outside of the working day. These days may be used for such things (illustrations of, but not limited to) as court appearances, probating a will, routine doctor or dentist appointments that cannot be scheduled outside working hours, attending graduation exercises of children, and attending funerals of relatives; providing that arrangements are made with the Director three (3) days in advance of the anticipated absence. In case of an emergency, the Director may waive the three (3) day advance notice. Forms for requesting a special leave day(s) will be available in the Transportation Office and approval of the Director of Transportation is required before the absence is approved without loss of pay under this paragraph. Except for funerals of relatives, the last working day before and first working day after a holiday or vacation will not be recognized by the Board as a special leave day. Personal Business Leave will not be permitted for the purposes of personal pleasure such as travel, hunting, skiing, sports events, extended vacations or for gainful employment. The special leave days may be taken by taking six (6) half days provided a minimum of three (3) days prior notice is given to the Director.

7.2.4 In case of death in the immediate family, a permanent full-time driver may be granted leave of absence with pay for the work days falling within the period between the time of the death and the day of the funeral, not to exceed four (4) days. "Immediate family" is defined as wife, husband, child, brother, sister, parent and parent-in-law, grandchildren and grandparents,

except that a relative residing in the same household may, for the purpose of this Section, be considered as the immediate family.

7.3 **Special Leave Days With Loss of Pay** - A bus driver may be granted special leave with loss of pay when requested on forms provided for that purpose five (5) days in advance of the anticipated absence with a maximum absence of five (5) days per year (non-cumulative) with the approval of the Director. The Director's decision may be appealed to the Superintendent and/or his/her designee. The decision of the Superintendent/designee is final and not reviewable in any manner in regard to the granting of days. Notwithstanding the above, not more than three (3) bus drivers shall be on such leave at the same time without the consent of the Director.

7.4 A seventy-five dollars (\$75.00) bonus will be paid to each driver who has perfect attendance during the work periods of September 1 through November 30, December 1 through February 28, and March 1 through June 15 of each year. For each additional work period in the same year in which the driver has perfect attendance, ten dollars (\$10.00) additional will be earned up to ninety-five dollars (\$95.00) for the third consecutive work period of perfect attendance. (For example: If a driver has perfect attendance in work periods one and three, seventy-five dollars (\$75.00) will be paid in the first work period and eighty-five dollars (\$85.00) will be paid in the third work period.). Days for funeral leave shall not be counted when reviewing employee's record for perfect attendance.

7.5 **Survivor's Benefits** - In the event of death while in the employ of the school district, one-half of the accumulated personal leave bank shall be paid to the driver's estate. In no event will the payment be less than \$250 nor more than \$1,000.

## ARTICLE VIII

### **LEAVE OF ABSENCE**

8.1 An unpaid leave of absence may be granted from the Employer upon written request, with notice sent to the Union. All leaves shall be without pay and without benefits except as specifically otherwise set forth herein if such leave is granted.

8.2 If any bus driver is on an unpaid approved leave of absence for more than sixty (60) calendar days, that employee's run shall be posted for a rebid after the sixty (60) calendar days. The run will be posted for five (5) days. Within five (5) days after the position is filled, the Director of Transportation or the designee will call a voluntary meeting to fill the remaining positions resulting from the original vacancy. The Employer will not pay employees for attending such meetings.

8.3 **Union Business Leave** - The Employer agrees to grant necessary and reasonable time off without discrimination or loss of seniority rights and without pay, not to exceed seven (7) days per year, to any employee designated by the Union to attend a labor convention, or serve in any

capacity on other official Union business, provided forty-eight (48) hour's written notice is given to the Employer by the Union, specifying length of time off for Union activities, and provided the Union arranges for qualified substitutes for each driver who is away at a labor convention or Union business.

8.4 **Child Care or Maternity Leave** - A child care or maternity leave may be taken by a bus driver. The Board shall grant such leave to a bus driver with one (1) or more years of service in the District. The leave may be granted for the succeeding school year if requested on or before April 1st of the previous school year. The bus driver on leave shall indicate his/her intention of returning by April 1st, or request additional leave time. Bus Drivers may request child care or maternity leave for a total of up to three (3) years.

8.5 **Illness Leave** - A leave of absence may be granted to a driver for up to twenty-four (24) months or the amount of seniority the driver has accrued up to the date of the leave, whichever is less. Hospitalization and any other insurance benefits previously paid this driver shall be paid by the Employer through the end of the month in which the leave begins. The driver must give the Employer at least forty-eight (48) hour's notice prior to returning from illness leave.

8.6 **All Other Leaves** - Employer may, at the request of a driver, grant leaves of absence not to exceed six (6) calendar months. Employer's decision on whether or not to grant leave, or extension thereof, is final and not subject to the grievance procedure.

8.7 During any leave of absence, the employee shall not engage in gainful employment. However, when leave is due to a medical restriction that precludes the driver from performing the essential functions of their job (driving), drivers may request an exception from the employer to engage in other employment where essential functions of that employment comply with the restrictions detailed by a medical professional.

8.8 An employee may return from leave (other than sick or worker's compensation) at any time five (5) working days after Employer receives notice of intent to return. Employee returning, whose unpaid leave exceeds sixty (60) calendar days, bumps a less senior employee upon return from leave.

8.9 Employee must furnish doctor's certificate stating that the employee is able to return to work upon return from any leave of absence due to illness or injury. The employer may require a returning employee to go to a second doctor selected by the employer to obtain a verification of the original doctor's letter stating that the employee may return to work at the end of the leave or absence. The employer will pay the cost of the second doctor. The employee will not lose any paid time in obtaining the second opinion.

8.10 The employee will have the option to use paid time to cover any portion of the twelve weeks of leave under the Family and Medical Leave Act. The employee will have the option to utilize no paid time for the twelve weeks of leave under the FMLA. Under no circumstances will the Family and Medical Leave eligible time exceed twelve weeks.

## **ARTICLE IX**

### **HOLIDAYS (PAID) - BUS DRIVERS**

Bus drivers shall be paid for five (5) holidays, which are: Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, New Year's Day and Good Friday. Holidays will be paid on the basis of route time. Easter Monday shall be a non-work, non-paid day, pending the terms established in the attached Memo of Understanding.

## **ARTICLE X**

### **GUARANTEED DRIVER WORK TIME**

10.1 Route time is considered to be all regularly scheduled driving and layover time as set forth at the annual bid. The driver will be guaranteed those hours set forth on the bid sheet for payroll and sick leave accrual purposes. Paid time off will be based on route time only. However, if a driver's actual daily hours are determined to be different than the time set forth on the September bid sheet, or subsequent bids, the employer may meet with the driver to review daily time card reports and run information. Upon completion of the review, the employer will determine if an adjustment to daily route hours is needed. Said change would become effective five (5) working days from the completion of the review. If the September bid time and the newly adjusted daily route hours are 0.3 (18 minutes) or more difference, the run will be rebid. The bid time will not be adjusted until said run is rebid. Any change to the driver's insurance benefits that review of the actual daily hours has caused would become effective on the first day of the next month. On days that actual work exceeds the posted route time, the driver shall be paid for actual hours worked, with approval.

10.2 Ordinarily, the bus drivers' work year shall be the same as the school attendance calendar.

10.3 Drivers shall be paid ten (10) minutes for reporting and pre-trip time per each show-up time, which time has been included in the bid sheet.

10.4 **Bus Washing** – Drivers will not be required to perform weekly washes on school buses. However, it will remain the responsibility of the assigned driver to notify the designated bus washer that a vehicle wash is required. It shall also remain the responsibility of the driver to assure that vehicle is maintained in a safe operating condition at all times. If a driver is directed to wash a bus, or does so with prior approval of management, the driver will be paid for the bus wash. All items must be maintained as to allow for safe operation of the vehicle in accordance with state law. Safety items are as follows: alternating red lights, turn signals, headlights, front and rear windows, mirrors, entrance door, clearance lights, and rear emergency exit windows.

10.5 Employer shall pay actual layover time between runs up to forty-five (45) minutes, provided actual layover time is forty-five (45) minutes or less. For example, if any employee completes a run at 8:00 and starts a new run at 8:45, the employee would be paid forty-five (45) minutes layover time. However, if an employee completes a run at 8:00 and does not start the next run until 9:00, the employee would not be paid for any layover time.

## **ARTICLE XI**

### **PAYROLL & OVERTIME**

Payroll shall be two (2) times monthly on the 8<sup>th</sup> and 23<sup>rd</sup> of each month. Direct deposit shall be required for all employees. Normally, there will be twenty (20) payrolls annually.

The employer agrees to pay time and one-half (1-1/2) the regular hourly rate for all hours worked in excess of forty (40) hours in one (1) week. A week shall be considered 12:01 a.m. Saturday morning to midnight Friday night. There shall be no pyramiding of overtime and no other reasons for overtime except as set forth above. Holidays, sick days, and other days not actually worked, do not count toward the calculation of overtime.

Drivers shall utilize the district time clock system for reporting of hours worked and will be paid to the minute, with no rounding.

## **ARTICLE XII**

### **CALL-IN OR CALL-BACK PAY**

If any driver is called in to work or is called back to work and is not put to work, the driver shall receive two (2) hours' call-in pay. Otherwise there shall be no guaranteed hours except as set forth on the bid sheet when all runs are bid.

## **ARTICLE XIII**

### **BIDDING**

13.1 Route time is considered to be all regularly scheduled driving and layover time as set forth at the annual bid. Beginning with the 2012-13 school year, routes will begin the school year with the same driver who ended the previous school year driving those same routes.

- A. A route that has a retired or non-returning driver after the last day of school, as of the previous school year, will be filled temporarily with a substitute driver until bid in September/October.
- B. In the case of an increase of route hours over the prior year's route hours, drivers will be fully compensated.
- C. In the case of a decrease in route hours under the prior year's route hours, driver will be compensated at the previous year's ending route hours, until the September/October bid becomes effective.
- D. Insurance eligibility shall be based upon the route time hours as determined at the annual bid and any subsequent bids. Any change in a driver's insurance eligibility status at the September/October bid, shall become effective January 1.

Bus runs will be bid once a year, during the last week of September or no later than the second week of October. The Bid Meeting will be paid based on actual time that an employee is required to attend. Drivers shall choose the runs on the basis of seniority. If any bus driver is discharged, quits, or is on leave of absence for more than 30 work days, the employee shall not bid on an available run. The employees will be provided the most accurate information available at the first bid each year.

The bid time will be adjusted to accurately reflect the actual time needed to complete the route in a safe manner as determined by the Director of Transportation or the designee. The route time will be used for the remainder of the school year, regardless of driver change. However, adjustments to route time for stop additions and deletions will be determined by the Director of Transportation or the designee.

13.2 When a driver is sick on the day the runs are bid, the bid may be presented by another person or by absentee ballot

13.3 Bus drivers will be notified of the date runs will be bid at least five (5) work days in advance of bidding date. This notice will be posted on the board in the drivers' lounge.

13.4 Tech Center Runs between the start of A.M. start time of Elementary students and the P.M. dismissal of High school students will remain as a separate bid. However, management



retains the right to reject any combined package bidding that exceeds 7.9 hours daily. Those runs transporting only certified special needs students can be combined to include morning, mid-day, and take-home runs for bidding purposes. However, no driver will be allowed to work a combination of routes which exceeds 8.0 hours a day of actual time. If the bid combination exceeds 8.0 hours, then the parties will meet to discuss possible resolutions to reduce the excessive time below the 7.9 hour daily maximum. If the parties, within ten (10) calendar days, are unable to reach a resolution, the employer shall have the right to implement its resolution.

13.5 Employer will post a summary sheet of Extra (hours) & Trip hours a minimum of once each payroll period. Employees shall complete a charged hour form for extra assignment hours above, daily route time, and submit said form to the Transportation Office for approval prior to adding said hours to timesheet for payroll purposes. Failure to submit form shall result in non-payment of hours until form is submitted and approved. A copy of the charged hour form shall be provided to the union. Drivers electing not to accept field trips that require a drop off and pick up situation, will be charged, for equalization purposes, only those hours for which the field trip was scheduled.

13.6 Regular drivers who are interested in Field Trip work will sign up at annual bid in September, December 1, or March 1. Drivers may have their names removed from this list but may only request to be removed from said list one time annually. Only the above drivers will be asked to drive field trips, except that, after the Director or designee has exhausted the list of drivers who have signed up for field trips the Director or designee may then assign the trip to a regular driver on the basis of seniority and the driver so assigned shall drive the field trip. Regular drivers will be taken off their regular daily runs to drive these trips from start of school in the fall until the Friday preceding the last week of the school year, but shall not be taken off their regular daily run to drive these trips from the Friday preceding the last week of the school year to the end of the school year; provided substitute drivers shall not be used when regular drivers are available. Available means not scheduled for a regular run during the time scheduled for the special trip. Runs will be given by seniority the first time.

After all drivers are asked to take one (1) trip, Director of Transportation or designee will then assign trips out so every eligible driver will have approximately the same number of paid hours for the following dates: December 1, March 1, and the Friday preceding the last week of the school year; from the Friday preceding the last week of the school year, these hours need not be equalized. If driver refuses any trips and has at least twenty-four (24) hours' prior notice of the trip, he or she will be charged (without pay) with amount of hours paid the driver who took the trip. Drivers may have their names removed from this list but may only request to be removed from said list one time annually. After the Friday preceding the last week of the school year, trips of more than ten (10) hours assigned to bus drivers will be offered to regular drivers first.

This Agreement does not apply to field trips scheduled for two (2) hours or less which may be given to substitute drivers. If a special trip is scheduled on short notice, the

Transportation Director or designee will make at least one (1) attempt to assign a regular driver first, but may use a substitute driver.

Regular drivers shall only be charged for hours in excess of the hours of their regular run(s) given up to take the special trip.

Hours worked are to be paid in the sequence they are worked.

13.7 Regular drivers interested in extra work will sign up at the annual bid in September, December 1 or March 1. Drivers will not be selected for work that interferes with their regular runs; provided, however, if a drivers work schedule changes and the drivers becomes available, that driver may then sign up for additional work within five (5) working days of said change. Regular drivers who complete their probationary period during the school year shall be eligible for extra work by signing up within five (5) working days of completion of their probationary period and shall be placed on the seniority list accordingly and charged with the highest amount of hours then charged against any driver on the list. When extra work is available, drivers on the extra work list will asked by seniority. There after, the Director of Transportation or designee will assign the work to the next eligible driver with the least number of extra hours to perform the work, then the next available driver on the list will be given the next available extra hours assignment, and so on down the list. Only one extra hours assignment will be offered per day, per driver. Only those drivers who sign up will be asked, except that after the Director of Transportation or designee has exhausted the list of drivers who have signed up on the extra work list, the Director of Transportation or designee may assign the work to a regular driver who is available (not scheduled for another regular run at the time of the assignment) on the basis of inverse seniority and the driver so assigned shall perform the assignment.

In case a driver quits or discharged, a regular driver from the extra work list shall work the extra work for a period of five (5) work days. Otherwise, in case of extended absences (30 work days or more), drivers will work the extra work for five (5) work days. Then another driver will work for five (5) work days etc. If an absence is of short notice, the Director of Transportation or designee will call at least one regular driver who has signed up for that extra work, but the Director of Transportation or designee may then use a substitute driver. This section may be changed by mutual agreement of both parties.

All extra hours worked or refused will be charged to the extra hours list.

On days when a driver is absent, and that absent driver is due to be assigned extra work, those hours worked by the assigned will be charged to that absent driver extra hour bank for equalization purposes only. Accordingly every eligible driver will have approximately the same number of paid hours for the following dates: December 1, March 1, and the Friday proceeding the last week of the school year. The assigned driver is responsible for completing the charged hour form and submitting it to the office within 24 hours of occurrence. Any driver who has signed up for extra work will be afforded the opportunity to take the assigned work; a driver who refuses to take the assigned work five (5) times in succession will have his/her name removed

from the extra work sheet.

13.8 Vacant positions created by termination of employment and newly created programs that require to/from school transportation will be posted for five (5) days. Within five (5) days after the position is filled the Director of Transportation or the designee will call a voluntary meeting to fill the remaining positions resulting from the original vacancy. The Employer will not pay employees for attending such meetings.

13.9 Shuttles will remain attached to current routes, as of June 2011-2012 school year, to start the 2012-2013 school year. Starting with the 2012-2013 school year, any new shuttles will be assigned to the senior driver to the school of origin initially and shall remain attached to that route. Mid days / IVT's / Shuttles, other than TEC runs, shall be assigned based on seniority and availability.

13.10 If a teacher/sponsor in charge requests a change in the written instructions regarding a field trip (i.e., being sent home early) the driver may request that the change be put in writing on the approved field trip form and be signed by the teacher/sponsor. If the teacher/sponsor does not comply with this request, the driver will follow the original schedule on the field trip form.

#### **ARTICLE XIV**

##### **ABSENCE FROM WORK**

14.1 Employees who are unable to report for work for any reason must notify the Transportation Director a minimum of one (1) hour prior to the employee's scheduled starting time on the first day of absence except in cases of emergency. Employees who then wish to return to work must notify the Transportation Director no later than 4:00 p.m. on the last working day prior to returning to work, if possible. If any employee will be absent due to a doctor's appointment, dentist's appointment or other appointment, the Transportation Supervisor should be notified thereof by the employee as soon as the appointment is made to facilitate proper scheduling.

14.2 An employee, upon return to work, shall complete the absence form and turn same into the Transportation Office. In the event the employee returns to work and does not complete the absence form, the pay for the day's absence (if applicable) may be withheld.

#### **ARTICLE XV**

##### **SEVERANCE PAY**

Upon leaving the service of the Employer, a driver qualifying for a severance payment shall have the allowance computed as follows:

<b>Minimum Service Years</b>	<b>Payment Based On Accumulated Sick Leave Hours Over</b>	<b>Percentage Of Value For The Hours Accumulated Over (2)</b>	<b>Maximum Payment</b>
8	280	50%	\$2,600 or \$3,500*

\*\$3,500 maximum payment for a bus driver who is retiring and has 10 or more years of service with the employer. Severance pay will be paid to the driver or the driver's estate.

## **ARTICLE XVI**

### **JURY DUTY**

An employee who serves on jury duty will be paid the difference between the pay for jury duty and the regular straight hourly pay for any days not worked because of service on a jury. An employee may be requested by Employer, but not required, to attempt to have himself excused from such duty. Such days shall not be deducted from the accumulated sick leave days.

An employee who is required to go to court for employment related reasons will be paid for lost driving time.

## **ARTICLE XVII**

### **MANAGEMENT**

The Employer shall remain vested with all management functions, including, but not limited to, the direction of the staff, the full and exclusive right to hire, promote, demote, discharge for cause, discipline employees; to promulgate rules and regulations governing the conduct of employees and to require their observance; to make temporary job assignments necessary to insure the efficient performance of work; to establish and direct the location and methods of work, job assignments and work schedules; assignment of buses and bus runs; to maintain order and efficiency; to determine the hours of work, including starting and quitting time, length of work week; and to accomplish the reduction of the work force for efficiency purposes; to control, direct and supervise all equipment, subject only to the express terms of this Agreement.

**Subcontracting** - Management retains the right to subcontract but will give thirty (30) days notice to the Union if consideration is being given to subcontracting in order to discuss the matter.

An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, is allowed to reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531.

## **ARTICLE XVIII**

### **EQUIPMENT, ACCIDENTS AND REPORTS**

18.1 The Employer shall not require employees to take out on the streets or highways any vehicle that is not equipped with the safety appliances in safe operating condition prescribed by law. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee, one copy for the mechanic, and one copy to be placed on the window of the bus by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department or bus supervisor. When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in unsafe working condition, and receives no consideration from the Employer, the matter will be directed to the officers of the Union who will take the matter up with the Employer.

18.2 Employees shall comply with all orders or directions of employees' supervisors except where equipment is unsafe. If an employee deems equipment unsafe, the employee shall so indicate in writing. Mechanic shall check equipment set forth if the equipment is unsafe or not. If the mechanic, in writing, deems equipment safe, drivers will drive equipment.

18.3 An employee will not be required to operate any vehicle on any impassable roads or highways which would be involving dangerous conditions or danger to person or property or in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment.

18.4 Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Employer, before the start of the employee's next shift, an accident report shall be submitted in writing on forms furnished by the Employer, including all available names and addresses of witnesses to any accidents. Failure to comply within this provision shall subject such employee to disciplinary action by the Employer.

## **ARTICLE XIX**

### **MILITARY CLAUSE**

Employees enlisting or entering the armed forces of the United States, pursuant to the Selective Service Act of 1948, as amended, shall be granted all rights and privileges provided by the Act.

## **ARTICLE XX**

### **WORKER'S COMPENSATION**

Accumulated personal leave hours may be used at the request of the employee to offset the difference between Worker's Compensation and the employees' regular daily wage. The rate of sick leave deduction will be prorated based on the difference allowed under Worker's Compensation to the regular daily wage. The Employer's maximum liability under this Article shall be the salary amount of the driver's accumulated sick leave days at the time of the claim. Use of personal leave hours will not be allowed for accidents or injuries connected with outside employment.

**Worker's Compensation Leave** - Any employee injured in the course of employment with the Employer shall be granted a leave of absence for the duration of the period for which such employee cannot perform the job. Hospitalization and other insurance benefits previously paid this employee shall continue to be paid by the Employer during this leave up to a maximum of twelve (12) months or for the period of any accumulated sick leave allowed to be prorated under Article XXII, whichever period is longer. Employee must give Employer at least forty-eight (48) hour's notice prior to returning from Worker's Compensation leave.

## **ARTICLE XXI**

### **HEALTH INSURANCE – DRIVERS**

21.1 For the purposes of insurance eligibility, the route time established at the September/October bid and subsequent bids shall be used. Any change in a driver's insurance eligibility status at the September/October bid, shall become effective January 1. In the case of a decrease in route time hours less than .3 (18 minutes), a driver shall continue to be eligible for insurance based on route time bid.

21.2 Drivers who are among the thirty-five (35) most senior drivers hired on or before 03-07 03 who work four (4) or more hours daily and who make proper application at the Central Administrative Office on forms as required by the Carrier to participate in the plan that is in effect with the Employer will be eligible for the following:

Daily Route Hours	Stipend Level
-------------------	---------------

6 or more daily route hours	\$12,800 Full Family, \$11,500 2-Person, \$5,700 Single
5 or more daily route hours	\$7,700 Stipend if buying up, \$5,700 toward Single
4 or more daily route hours	\$6,800 Stipend if buying up, \$5,700 toward Single

The employee annual contribution toward health insurance shall be evenly distributed over the school year pay periods, which are normally eighteen (18) pays. Whereas an employee whose monthly salary does not allow for the difference in insurance payment premium from that of the district contribution, the employee will be responsible to pay the difference in the premium amount. The employee contribution shortage shall be deducted by the district from the employee's next pay period for payment to the district, or the employee shall be responsible to pay the shortage to the district within thirty (30) days, whichever date is first.

Drivers who are among the thirty-five (35) most senior drivers hired on or before 03-07-03 who work four (4) or more hours daily will be eligible for the following benefits:

1. Drivers who work six (6) or more daily route hours who elect to take health insurance coverage will receive a district funded contribution toward their choice of MESSA Choices \$500/\$1000 or MESSA ABC-HSA \$1250/\$2500 along with Super Saver prescription coverage as follows: Stipend level of Twelve Thousand Eight Hundred (\$12,800) for Full Family, Eleven Thousand Five Hundred (\$11,500) for 2-Person or Five Thousand Seven Hundred (\$5,700) for Single.
2. Drivers who work five (5) to five and nine-tenths (5.9) daily route hours who elect to take health insurance coverage will receive a district funded contribution toward their choice of MESSA Choices \$500/\$1000 or MESSA ABC-HSA \$1250/\$2500 along with Super Saver prescription coverage as follows: Stipend level of Seven Thousand Seven Hundred (\$7,700) stipend if buying up, Five Thousand Seven Hundred (\$5,700) toward Single.
3. Drivers who work four (4) to four and nine-tenths (4.9) daily route hours who elect to take health insurance coverage will receive a district funded contribution toward their choice of MESSA Choices \$500/\$1000 or MESSA ABC-HSA \$1250/\$2500 along with Super Saver prescription coverage as follows: Stipend level of Six Thousand Eight Hundred (\$6,800) stipend if buying up, Five Thousand Seven Hundred (\$5,700) toward Single.

Drivers who are among the thirty-five (35) most senior drivers hired after 03-07-03 who work four (4) or more hours daily will be eligible for the following benefits:

Daily Route Hours	Stipend Level
4 or more daily route hours	\$5,100 toward Single Subscriber or toward buy up

Drivers hired on or after 03/07/03 who elect to take health insurance coverage will receive a district funded contribution toward their choice of MESSA Choices \$500/\$1000 or MESSA ABC-HSA \$1250/\$2500 along with Super Saver prescription coverage as follows: Stipend level of Five Thousand One Hundred (\$5,100) toward Single subscriber or toward buy up.

The provisions of this group policy and the rules and regulations of the Carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The district will provide a health insurance plan for employees who qualify as set forth in this Article. The health insurance plan will have benefits no less than the choice of MESSA Choices \$500/\$1000 or MESSA ABC-HSA \$1250/\$2500 along with Super Saver prescription coverage. Employer's sole and only responsibility shall be for the payment of stipend as set forth in this Article 21.2.

Bus drivers who work from September into the following June will receive credit for ten (10) months of full time work for that school year only under this Article; provided the above health insurance plan will be paid by the district at the driver's eligibility level for twelve (12) months for any and all drivers who volunteer to work the end of June, July and August whether or not the driver actually does perform work during July and August. If a driver volunteers and then refuses to work, the driver shall repay the cost of this insurance for July and August to Employer. Bus drivers who resign employment at the beginning of the following school year shall be responsible to reimburse the district for the July and August full health insurance premiums/opt-out payments.

It is understood that the contribution made in one month is actually for coverage commencing the first day of the following month and retroactive payments will not be made.

21.3 **Term Life Insurance** - The employer will pay the premium for Group Term Life Insurance protection in the face amount of \$10,000 for all regular drivers for each year of the contract. The provisions of this group policy and the rules and regulations of the Carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The Employer's sole and only responsibility shall be for the payment of premiums as set forth in this paragraph.

21.4 **Long Term Disability** - The Board will pay the premium for long-term disability insurance protection for each driver covered by this contract, and who makes proper application, under a group policy with a Carrier selected by the Board. The policy will be of a type where benefits are payable for continuing disability commencing six (6) months after absence due to sickness or accident commences and shall be not more than 60% of base salary or \$1,000 per month, whichever is lesser. The provisions of the group policy and the rules and regulations of



the Carrier will govern as to commencement, amount and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay the premiums.

21.5 **Dental** - Subject to the provisions in Article 21.6, the Board will make available for purchase a dental plan with benefits no less than the following:

Class I, II, III – 90/80/60 - \$1,000 Annual Maximum  
Class IV Child Ortho - \$1,000 Life Maximum

21.6 **Vision** - Subject to the provisions in Article 21.6, and upon written application, the Board will make available for purchase a vision plan with benefits no less than VSP II.

21.7 **Dental and Vision Exclusion** - Drivers who work four (4) or more daily route hours, may purchase dental and vision coverage through the district's group plan at their own expense in accordance with business office procedures.

21.8 **Insurance Waiver Program** - Any driver who qualifies for district health insurance or district contribution toward health insurance, but is covered by an insurance plan outside of the district shall be required to opt-out. Said drivers shall complete the *Benefit Plan Election Form*.

All other drivers electing to opt-out must also complete the *Benefit Plan Election Form* prior to the start of the Opt-Out Plan year. Any driver opting out of health insurance must certify in the waiver they have coverage elsewhere. Upon meeting the requirements of the program, any driver who qualifies for health insurance but waives or is required to waive health insurance will receive a maximum of two-thousand two-hundred fifty dollars (\$2,250.00) received in monthly payments of one hundred eighty-seven dollars and fifty cents (\$187.50) in the second pay period of every month.

21.9 The District will establish a Section 125 plan. Drivers may elect to participate. *Details of Section 125 plan may be obtained in the Business Office.*

## **ARTICLE XXII**

### **MISCELLANEOUS**

22.1 The Employer agrees to furnish an admission ticket, at no cost to the driver, to the concert or play for the driver on that particular trip. On trips to Detroit at night, Employer shall either furnish an additional driver or chaperon for the bus driver at the discretion of the Transportation Director, or, if this is not done, the driver may refuse the run without penalty and without it being charged against the driver.

22.2 At least one adult chaperon must ride the bus for all fan bus trips and all special trips of

over 25 miles. The normal maximum passenger load on special trips of over 25 miles and for fan buses is ninety percent (90%) of rated seating capacity.

22.3 Bus drivers will be furnished an identification card with the following minimum information: Name of Driver, School District Name, Effective Dates, and Signature of Director.

22.4 Three (3) hours of pay will be allowed for the one pre-school meeting of the drivers. Two (2) hours of pay will be allowed for the making up of maps and registration lists of each incoming route. It is understood that "take-home" maps and driver information will be made up by the regular driver.

22.5 The Employer shall fully pay for all physical examinations for their employees as required under the State law. All physical examinations will be performed by a doctor designated by the Board of Education. If the Board allows a bus driver to have a physical examination performed by the individual's own doctor, a maximum payment of \$25.00 will be allowed.

22.6 The Employer will pay for all school bus driver licensing requirements mandated by the Department of Transportation. Such requirements currently include: driver's license/renewal and appropriate endorsements and an annual physical. The employer will also pay for the cost of a passport, if one is required for the trip assigned. The Employer will pay the cost of the written test, will provide and pay for a road test and will provide a medical exam with the employer's physician or pay twenty-five dollars (\$25.00) toward the cost of a medical exam by the employee's doctor.

22.7 If a single driver has to return after 10:00 p.m., then that driver shall have the right to take a member of their personal family or a person of their own choosing to accompany them on their run for safety reasons to provide added protection. The Director of Transportation shall approve all such persons prior to the trip.

22.8 Drivers are expected to be at work on time in all types of weather and are not entitled to determine weather conditions that would prohibit the operation of buses on their own. The procedure to announce school closings and/or cancellation of bus runs due to unusual weather conditions (so-called Act of God day) will be for the administration to so notify radio stations WHLS, WPHM, and local television stations. Drivers should listen to these stations for announcements on the above subject. If school in the district is canceled and the district teaching staff is paid for the day and is not required to make up the day, then the members of this bargaining unit shall also be paid and shall not be required to make up the day. Drivers shall be paid their route time hours on days when schools are closed or cancelled with the exception that the first annual snow day is without pay. If a building or buildings are closed but classes are not canceled for the entire district, any affected bargaining unit members shall report for reassignment. The Board of Education shall pay drivers for a maximum of five (5) such days per regular driver in each school year. Any days missed due to inclement weather or other acts of God must be made up under current state law, said days will be made up without additional

compensation. The first snow day annually shall be paid pending the terms established in the attached Memo of Understanding.

22.9 During regular working hours, regular drivers may be allowed to take their buses home, provided Employer so allows. Factors to be considered will be: (1) safe parking; (2) no additional mileage or cost to Employer involved; (3) no public complaints; (4) bus will be brought in for any maintenance; (5) need of bus for another run.

22.10 If a bus driver substitutes for the Bus Dispatcher/Routing Assistant, this time will count as miscellaneous hours. If a bus driver performs training duties during non-regular working hours, this time will count as miscellaneous duties. The selection of the bus driver(s) for this work is at the sole discretion of the Employer.

22.11 **Subcontracting of Extra-Curricular Activities** - If an extra-curricular trip involves more than ten (10) students and the district elects to subcontract, the district will provide fifteen (15) calendar days written notice to the steward with information about the trip, the number of students, and the name of the charter company if applicable. Approved volunteer drivers may be used under this article. When the use of volunteer drivers is perceived by the union to be excessive, it will result in a meeting between the union and administration and will not be subject to the grievance procedure. If the individual students' parents are transporting their student to and from an event in their own private vehicle, there will be no violation of this section of the contract. The employer will notify the union when this option is being used when the number of students being transferred is more than ten (10).

In the event the district does not provide the fifteen (15) day notice required, the district will pay the driver(s) for the time that they would have spent on the trip.

## **ARTICLE XXIII**

### **SEPARABILITY AND SAVINGS CLAUSE**

23.1 If any Article or Section of this contract or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

23.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall promptly enter into collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands.

23.3 The parties understand the Americans with Disabilities Act (ADA) requires the employer to accommodate employees who are disabled as defined in the ADA. Such accommodation can involve restructuring jobs or moving the disabled employee to a job which he or she can perform. Consistent with these requirements, the parties agree if the employer has a situation which may require accommodation under the ADA, the employer will notify the union and the parties will meet in an effort to agree on the proper method of accommodation.

ARTICLE XXIV

TERMINATION CLAUSE

- A. This Agreement shall continue in full force and effect until midnight, of June 30, 2014 and from year to year thereafter unless prior to sixty (60) days before any expiration date either party shall notify the other in writing of its desire to terminate the 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.

Schedule A attached to this Agreement is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands this 14<sup>th</sup> day of May, 2012 effective as of the 1<sup>st</sup> day of July, 2012.

**EAST CHINA SCHOOL DISTRICT**

By Michael McCartan  
Michael McCartan, Board of Education President

By Rodney P. Green  
Rodney P. Green, Ph.D., Superintendent

**TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214**

By Michael Landsiedel  
Michael Landsiedel, Business Representative

By Kathy Wawrzyniak  
Kathy Wawrzyniak, Steward

**SCHEDULE A**  
**BUS DRIVER SALARY SCHEDULE**

	<b><u>2012-14</u></b>
<b>LEVEL I*</b> New Hire	12.54
<b>LEVEL II*</b> 2 Yrs. Seniority	\$13.28
<b>LEVEL III*</b> 4 Yrs. Seniority	\$13.97
<b>LEVEL IV*</b> 6 Yrs. Seniority	\$14.68
<b>LEVEL V*</b> 9 Yrs. Seniority	\$15.43
<b>LEVEL VI</b> 12 Yrs. Seniority	\$16.16

In order to advance to Level II, a driver must be employed as a regular bus driver for two (2) years of seniority in accordance with Article VI. In addition to the above wage rates, the Board of Education will pay the cost to the M.P.S.E.R.S. retirement fund for retirement benefits for the employees covered by this agreement as mandated by law. The employee remains responsible for any MIP contributions.

\*It shall be the responsibility of each employee to advise the Personnel Office on the appropriate form when they move up a level based on their seniority. The district shall not be financially responsible for an employee's failure to so notify the district and any loss of pay due to the employee's failure to notify the district shall not be recoverable from the district and shall not be subject to the grievance procedure.

Effective July 1, 2012