

TRANSPORTATION DEPARTMENT



August 25, 2009 - August, 2011
Between

THE BOARD OF EDUCATION
GRAND BLANC COMMUNITY SCHOOLS

&

LOCAL 1918.20, AFFILIATED WITH
COUNCIL #25, OF THE INTERNATIONAL UNION OF THE
AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO

TABLE OF CONTENTS

Article of Agreement & Preamble	3
Article I Recognition	3
Article II Board Rights	4
Article III No Strike - No Lockout	6
Article IV Transportation Employee Rights/Agency Shop	6
Article V Union Dues	7
Article VI Representation	8
Article VII Special Conference	8
Article VIII Grievance Procedure	8
Article IX Disciplinary Suspensions and Discharges	13
Article X Leaves of Absence	14
Article XI Seniority	17
Article XII Working Hours	19
Article XIII Driver Assignments	20
Article XIV Summer Driver Assignments	22
Article XV Field Trips	23
Article XVI Negotiations Procedures	24
Article XVII Working Conditions	25
Article XVIII New Job Classification/Rate & Run Definition	25
Article XIX Transfer, Promotions and New Positions	26
Article XX Economics	26
Article XXI Duration of Agreement	35
Guidelines for Disciplinary Offenses	36

ARTICLE OF AGREEMENT

This AGREEMENT is entered into between the Grand Blanc Board of Education, hereinafter referred to as the EMPLOYER, and Local 1918.20, affiliated with Council #25, of the International Union of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

PREAMBLE - INTENT AND PURPOSE

Section 1 - It is the intent and purpose of the parties to promote and improve the economic relations between the Employer and the Union, to establish a specific understanding relative to rates of pay, wages, hours of employment, and other specified conditions of employment, to provide a means for the orderly disposition of grievances arising from alleged violations of this Agreement, and to eliminate interruptions of work and interference with the efficient operation of the Employer's operations.

Section 2 - The parties encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1 RECOGNITION

Section 1 - The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, as stated herein, of all employees within the unit specified by the State of Michigan Employment Relations Commission, Certification #R781419.

"All regularly assigned bus drivers of the Grand Blanc Community Schools; excluding substitute employees, clerical employees, mechanics, supervisors, aides, and all other employees."

ARTICLE II BOARD RIGHTS

Section 1 - The Board on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this contract. This contract shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer, but not in conflict with the specific provisions of this contract.
2. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay off employees, but not in conflict with the specific provisions of this contract.
3. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, and the institution of new and/or improved methods or changes therein, but not in conflict with the specific provisions of this contract.
4. Adopt reasonable rules and regulations, but not in conflict with the specific provisions of this contract.
5. Determine the qualifications of employees, but not in conflict with the specific provisions of this contract.
6. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions, building or other facilities, but not in conflict with the specific provisions of this contract.
7. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies, but not in conflict with the specific provisions of this contract.
8. Determine the financial policies including all accounting procedures and all matters pertaining to public relations, but not in conflict with the specific provisions of this contract.

9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, but not in conflict with the specific provisions of this contract.
10. Determine the policy affecting the selection of employees, but not in conflict with the specific provisions of this contract.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

Section 2 - Waiver - The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of the right and opportunity are set forth in the Agreement. Therefore, the Employer, and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 3 - Entire Agreement - This contract constitutes the sole and entire 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. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Employer and the Union. All matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement. This contract is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the Employer and the Union. The waiver or breach of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions.

Section 4 - Severability - If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. The parties shall meet and attempt to negotiate that portion of the contract that is unenforceable.

ARTICLE III
NO STRIKE - NO LOCKOUT

Section 1 - Union officials and Union members, individually and collectively, shall not, under any circumstances during the life of this Agreement, encourage, condone, cause, authorize or take part in any illegal picketing, work stoppage, sit-down, stay-in, slow-down, strike, or any curtailment of work or interference with business operations in or about the Employer's premises or property.

Section 2 - If any employee or employees take part in any activity in violation of the above provision, any such action shall be cause for discharge or other discipline as established by the Employer. An employee who believes that discharge or other discipline by the Employer concerning him/her was not justified, shall have recourse to the appropriate grievance procedure.

Section 3 - If any employee or employees represented by the Union shall violate the intent of this Section, the Union will take positive measures to effect a prompt resumption of work.

Section 4 - The employer agrees that, in consideration for the performance by the Union of its responsibilities herein defined, there will be no lockout during the life of this Agreement.

ARTICLE IV
TRANSPORTATION EMPLOYEE RIGHTS/AGENCY SHOP

Section 1 - Employees covered by this Agreement at the time it becomes effective, or afterward hired, re-hired, reinstated or transferred, shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement or pay a service fee towards the administration of the Agreement commencing with the effective date of the contract.

Section 2 - Non-payment of special dues levied by Local 1918, other than monthly dues, shall not be construed as affecting the good standing of the employee in-so-far as disciplinary action on the part of the Employer at the request of the Union is concerned.

Section 3 - On and after the sixty-first (61st) day following the beginning of employment, any present or future employee who is not a Union member and who has not made application for membership shall, as a condition of employment, pay to the Union each month a service fee towards the administration of this Agreement.

Section 4 - Employees shall be deemed to be in compliance with the meaning of this Article if they are not more than sixty (60) days in arrears in payment of membership dues or service fees.

Section 5 - The Employer shall be notified in writing by the Union of any member who is sixty (60) days in arrears in payment of membership dues or service fees.

Section 6 - Disputes concerning membership - any dispute arising as to the employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union.

Section 7 - Indemnification - The Union shall furnish monthly to the Employer signed cards for additional members. The Union shall indemnify and save the Employer, including each Board member, harmless against any and all claims, demands, suits, judgments, court costs, legal fees or other forms of liability including back pay, unemployment, etc., that shall arise out of or by reason of action taken by the Employer for the purpose of complying with any of the provisions of this section, or in reliance on any such provisions.

Section 8 - Pursuant to Act 379 of The Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce an employee in the enjoyment of any rights conferred by Act 379, that it will not discriminate against any Transportation employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Union, his/her participation in any activities of the Union or collective professional negotiations with the Board, or agreement or otherwise with respect to any terms or conditions of employment specified by this contract.

Section 9 - The Union and its members shall have the right to use school building facilities pursuant to the Employer's Rules and Regulations. No Transportation employee shall be prevented from wearing insignia, pins or any other identification of membership in the Union either on or off school premises.

ARTICLE V UNION DUES

Section 1 - Payment by Check-Off - Employees shall tender monthly membership dues or Agency Shop fees by signing the Authorization for Check-Off form.

Section 2 - Check-Off Form - During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off hereinafter set forth and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues or service fees levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following "Authorization for Check-Off" form. Such amounts shall be deducted (when authorized) during the month of membership and not in advance. Check-Off deductions under all properly executed Authorization for Check-Off forms shall become effective at the time the application is signed by the employee and shall be deducted from the last pay of the month and each month thereafter.

Section 3 - Remittance to Financial Officer - Deductions for any calendar month shall be remitted to the designated financial officer of the Union with a list for whom dues or service fees have been deducted as soon as possible after the 15th day of the succeeding month.

Section 4 - Termination of Check-Off - An employee shall cease to be subject to Check-Off deductions beginning with the month in which he/she is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of the month in which the termination took place.

ARTICLE VI REPRESENTATION

Section 1 - The Union shall be represented by a committee of two (2) stewards, two (2) alternate stewards and the Chapter Chairperson. The designated steward and Chapter Chairperson shall represent all employees working in a designated category.

Section 2 - Meetings between the representatives defined in Section 1 shall be scheduled at a time and place to be mutually agreed upon.

Section 3 - The Union will furnish the Board with the designated categories, names of its' officers, stewards and alternates, and such changes as may occur from time to time in such personnel.

Section 4 - If the employer schedules a grievance hearing during working hours, or the Employer asks the steward, chapter chair and grievant to leave his/her run, the steward, chapter chair and grievant involved will not suffer a loss of pay for involvement in such a meeting.

ARTICLE VII SPECIAL CONFERENCE

Section 1 - Upon the request of either party, special conferences for important matters shall be arranged at a mutually agreed upon time between the Union and the Employer. The conference shall pertain to these issues presented in writing prior to the meeting date.

Section 2 - If the Employer requests a conference during an employee's regularly scheduled run, then the employee shall be paid for lost time.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 1 - Definitions

- A. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. A grievance is defined as an alleged violation of the specific and express terms of this Agreement.
- B. The "aggrieved person" is the person or persons making the claim.

- C. The term “employee” includes any individual or group who is a member of the bargaining unit covered by this contract.
- D. A “party of interest” is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- E. The term “days” shall mean “working days”.
- F. The term “grievance” as defined about shall not apply to:
 - 1. The provisions of insurance contracts and policies defined by the carrier.
 - 2. The termination of services or failure to re-employ any probationary employee.
 - 3. Any matter involving employee evaluation unless it involves a warning, reprimand, suspension or discharge.
 - 4. Any matter for which there is recourse under State or Federal statutes.
- G. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant(s) except in a class action grievance, where the signature of the Chapter Chairperson and/or stewards shall represent the unit. If the grievance goes beyond Level II that grievance would be signed by the grieving employees (those requesting relief).
 - 2. It shall contain the facts giving rise to the alleged violation.
 - 3. It shall cite the section or subsections of this contract alleged to have been violated.
 - 4. It shall contain the date of the alleged violation.
 - 5. It shall specify the relief requested.
 - 6. The grievance will be submitted within ten (10) days of the alleged violation to their supervisor.

Section 2 - Grievance Procedure

- A. Level I - An employee who has a grievance in connection with his/her own work should discuss the matter with the immediate supervisor, or a designated alternate. In the event the matter is not resolved, the employee may request the steward be present. The steward will be notified within twenty-four (24) hours and, if requested, a meeting or conference shall be scheduled without undue delay, and in any event within five (5) work days.

- B. Level II - Before proceeding to Level II hereinafter, it shall be the responsibility of the aggrieved employee to reduce any grievance to writing on a regular grievance form. The written grievance shall be signed by the aggrieved employee, shall specify the terms of the Agreement allegedly violated, and shall state the relief requested. The written grievance shall be given to the supervisor, and the supervisor is to answer within five (5) work days of its presentation to the supervisor. In the event the supervisor fails to answer within the time limits, the grievance shall be automatically advanced to Level III. In the event the Union wishes to appeal a timely Level II answer, the Assistant Superintendent or Personnel Director will be notified in writing within five (5) work days of the Level II answer.
1. If a grievance is not satisfactorily adjusted at Level II, it may be submitted to Level III within five (5) work days after receipt of the supervisor's decision.
 2. Any grievance not appealed from a decision at any step of this procedure to the next step within five (5) days of such decision, shall be considered settled on the basis of the last decision.
 3. If the Employer does not respond within the time limits of the grievance procedure, the employee may appeal to the next allowed level.
- C. Level III - The concerned party(s) may request a meeting upon submittal of grievance with the Assistant Superintendent or the Personnel Director. Such meeting shall be held within ten (10) days of the request and a decision shall be rendered in writing, by the Assistant Superintendent or the Personnel Director within ten (10) days from receipt of the grievance. An extension of time may be arranged by mutual agreement, in writing, and signed by both parties.
- D. Level IV - In the event a grievance as defined in Section I of this procedure is not resolved at Level III, the parties may proceed to arbitration. The parties shall jointly agree on an arbitrator within the next twenty (20) working days apply in writing to the American Arbitration Association, and the arbitration procedure shall be conducted, including the selection of an arbitrator, in accordance with the American Arbitration Association rules.
1. Written notice of appeal and the Union's intent to arbitrate shall state the precise issue to be decided, the specific portions of the Agreement which are claimed to have been violated, the basis on which such violations are claimed. No more than one (1) grievance may be submitted in one (1) arbitration proceeding, except by mutual agreement of the parties.

The Employer and the Union recognize that Arbitration is a complex and expensive process. To avoid disputes between the parties as to the role of the Arbitrator, the following Sections are agreed upon.

2. Powers of the Arbitrator - It shall be the function of the arbitrator and he/she shall only be empowered to make a decision in cases of alleged violation of the specific articles and sections of this agreement. His/her powers shall be limited by the following:
 - a. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - b. Any award of wages made by the arbitrator based upon an alleged mis-computation of a paycheck shall be limited to the beginning of the pay period immediately preceding the pay period in which the grievance was filed. Exception shall be made when an employee changes from one classification to another.
 - c. He/she shall have no power to establish salary scales or change any salary.
 - d. He/she shall have no power to substitute his/her judgment for that of the Board as to the reasonableness of such practice, policy, rule or any action taken by the Board unless any policy, practice or rule is in violation of the Agreement.
 - e. His/her powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
 - f. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 - g. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - h. He/she shall have no power to interpret State or Federal law.
3. There shall be no appeal from an arbitrator's decision; it shall be binding on the Union, its members, the employees involved and the Board if within the scope of his/her authority as set forth above.

4. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.
5. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement may be filed but not processed to arbitration; such grievance shall be settled in negotiations. This shall not apply when both parties agree in writing to an extension of the contract.
6. In the course of investigation of any grievance, representatives of the Union will report to the supervisor of the building being visited and state the purpose of the visit immediately upon arrival.
7. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
8. All grievance steps and arbitration proceedings are to be conducted outside regular working hours unless the Board consents, in writing, to do the contrary.
9. The arbitrator cannot grant relief extending beyond the termination date of the contract (exception see 5 above).
10. Claims for Back Pay - All grievances must be filed in writing within ten (10) days from the time the alleged violation was to have occurred. The Board shall not be required to pay back wages more than ten (10) days prior to the date a written grievance is filed except in a situation where the employee or the Union failed to have knowledge of the violation occurring. In no event shall back pay exceed seventy (70) days.
 - a. No decision in any one case shall require a retroactive wage adjustment in any other case unless other cases were filed and pending on the representative case.
 - b. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibility, subject to the final decision of the grievance.
 - c. Any written agreement reached between the Board and the Union is binding on all employees affected and cannot be changed by any individual.

- d. Where more than one written grievance involving the same issue has been filed and processed through the grievance procedure to Level III, the parties may, by mutual written agreement at that level select one of the grievances as representative of the group. The remaining grievance shall then be held in abeyance at that level while the selected representative grievance is furthered in the grievance procedure. The ultimate disposition of the selected grievance shall then be applicable to the remaining grievance(s) held at the Level III.

ARTICLE IX
DISCIPLINARY SUSPENSIONS AND DISCHARGES

Section 1 - All school bus drivers, while engaged in their assigned duties, are representatives of the school system which employs them. Their appearance, personal habits and attitudes reflect on both the drivers as a group and the school system as a whole.

It is hereby agreed that continued disregard of the above factors may result in suspension or discharge after: (1) a documented verbal warning and (2) a written reprimand.

Section 2 - In imposing discipline, suspension or discharge of a seniority employee, the supervisor will follow the principle of progressive procedures as follows:

1st Offense	-	Documented Verbal Warning
2nd Offense	-	Written Reprimand
3rd Offense	-	One Day Suspension Without Pay
4th Offense	-	3 Days Suspension
5th Offense	-	Suspension and/or Discharge

An offense may be initiated at a higher level for just cause.

Section 3 - The Employer may discipline employees for failure to follow reasonable rules and regulations.

Section 4 - Any employee who has been disciplined, suspended, or discharged will be advised, in writing, of the nature of the incident, within three (3) working days of the action taken. A copy of such action shall be furnished to the driver's union stewards. An employee suspended pending investigation, shall be advised within three (3) days of the reason for the investigation.

Section 5 - It is important that complaints regarding unjust or discriminatory suspension or discharges be handled promptly according to grievance procedures initiated at Step Two. Grievances must be filed within five (5) working days of the suspension or discharge and management will review and render a decision of the case within five (5) working days of its receipt.

Section 6 - In the event of such suspension or discharge is determined to be unjust and a lost of wages has resulted because of such action, an employee reinstated after such determination shall be entitled to collect such lost wages in an amount not to exceed that to which he/she would have earned in his/her normal assigned duties, less compensation or unemployment he/she earned in the interim.

Section 7 - Disciplinary Guidelines - It is realized that the bus driver's bargaining team had an opportunity to inspect the disciplinary guidelines and some suggested changes have been incorporated herein.

While it is agreed that the rules have been promulgated pursuant to the Employer's right to adopt rules, such guidelines must be enforced to conformance with the just cause standard. (Exception to any of the aforementioned guidelines may be granted by the Supervisor for extenuating circumstances).

Section 8 - Absenteeism - An employee who is absent in excess of any average of more than one day per month during the last two years will be disciplined. Any suspension days or reprimands with regard to absenteeism will not be used if more than two years old.

Exceptions to the above which shall not be basis of discipline:

1. Absence due to funeral leave.
2. Leaves of absence approved pursuant to Article X, Section, 2, 3, or 4 on authorized employee-paid days.
3. An absence of three or more consecutive work days for which the employee has a valid doctor's slip (M.D. or D.O. only).

The discipline shall be in accordance with Article IX, Section 2.

Section 9. - With regard to Class III offenses of verbal and written reprimands: Provided the employee does not have any discipline within the last five years, the employer shall not consider the above in any future discipline.

ARTICLE X LEAVES OF ABSENCE

Section 1 - Employees who have not completed their probationary period are not eligible for leaves of absence except as provided in Article XI, Section 2.

Section 2 - A leave of absence for personal or educational reasons satisfactory to the Employer may be granted to an employee with seniority for a period not to exceed one (1) year. A written request must be submitted and approved prior to the start of the leave or any extension thereof (see Article XI, Section 8, C & D of seniority shall apply). All requests for time off shall be held to a minimum.

Section 3 - Occupational Disability Leave will be granted to an employee with a compensable occupational disability under the Workman's Compensation Act, as amended. Such leave will be extended for a period that compensation is received, or until the employee is approved for return to work with a written release from the employee's physician at Board expense. The employee must then comply with Article XI, Seniority, Section 7, E.

For informational purposes only:

- A. According to this Act, no compensation shall be paid until after the seventh (7th) calendar day of injury. Compensation will be paid for the duration of the absence under the terms of the Worker's Compensation Act. If the injury causes absence of two (2) weeks, the first seven (7) days will also be paid.
- B. Each employee is responsible for completing all Worker's Compensation accident reports as soon as possible after any occupational injury and signing a certificate outlining details of the injury in-so-far as practical.

Section 4 - Sick or non-occupational disability leaves of absence shall be granted to employees for an initial period of time not to exceed sixty (60) calendar days, upon confirmation of the duration and nature of the illness or disability in the form of a doctor's statement in writing. The Employer reserves the right to verify the illness or disability through examination by the Employer-appointed physicians or specialists. Such leave shall be extended, provided the extension is requested and approved prior to the expiration date of the original leave. Under no circumstances may the original leave, plus any extensions, exceed one (1) year. This leave shall be consistent with the article on seniority. This shall also apply to pregnancy-related disabilities.

- A. Drivers who are going on short term disability will be allowed to use one of the following options, to cover the five (5) work day waiting period, prior to the beginning of short term disability benefits:

Use five (5) sick days; or

Take five (5) no pay days

Choosing either of the above options will be considered an excused absence. These five (5) days will not be counted against your absenteeism.

Section 5 - Military leave will be granted in accordance with the current amended Universal Military Training Act, and an employee will be reinstated in accordance with the amended Universal Training Act.

Section 6 - Union Leave of Absence - Upon certification by Local 1918.20, Council #25, to the Employer of the names of no more than two (2) delegates to the AFSCME Bi-Annual Convention, or no more than two (2) employees scheduled at any one time for AFSCME-sponsored training, leave of absence of up to five (5) work days (in total for leave in Section 6) will be granted, provided written notice is given the Employer no less than one (1) week in advance of the requested leave. Upon certification by Local 1918, Council #25, to the Employer of the name of no more than one (1) employee selected or appointed to a permanent office in the Council or International Union necessitating a leave of absence, such leave shall be granted for a period of one (1) year, and upon proper notice and certification, shall be extended one (1) additional year. Such employee shall be guaranteed re-employment if there is sufficient work in accordance with the employee's seniority, at the current rate of pay. Written notice for such leave, giving the length of leave, shall be given the Employer as far in advance as possible, but in no event later than two (2) weeks prior to the date such leave is to become effective.

Section 7 - Funeral Leave - Funeral leave will be granted to employees who have acquired seniority. When death occurs in the employee's immediate family; i.e. spouse, parent, parent of a current spouse, child, stepchild, brother, sister, grandparent, grandchild, or corresponding in-laws, the employee, upon request, will be excused for three (3) consecutive work days when uninterrupted by holidays or school breaks following the date of death, one of which must be the day of the funeral provided the employee attends the funeral. Documentary evidence must be presented satisfactory to the supervisor. An employee excused from work under this paragraph shall, after making written application, receive the amount of wages the employee would have earned by working regular hours on such regularly scheduled days of work for which the employee is excused. In unusual circumstances involving the death of a spouse or child, additional time may be given at the discretion of the supervisor.

Section 8 - Jury Duty - A seniority employee who is called to and reports for jury service shall be paid an allowance for each day the employee is scheduled to work and is unable to work due to service as a juror, not to exceed a total of thirty (30) days in any calendar year. The allowance will be the difference, if any, between the employee's regular shift hours times the hourly rate and the payment received for jury service for days the employee would otherwise have worked up to the thirty (30) day maximum. In order to receive payment, an employee must (1) give the Employer prior notice that he has been summoned for jury duty; and (2) furnish evidence satisfactory to the Employer that jury duty was performed on the days for which the employee qualifies for and claims payment.

Absences for court hearings in which the employee is neither plaintiff nor defendant but the employee is subpoenaed and presents documentation, will be excused by the employer. The employee will have an option of either not being paid for the day or using sick day.

Section 9 - Copies of the districts FMLA policy are available from Personnel. The School District will comply with the FMLA policies.

ARTICLE XI SENIORITY

Section 1 - Employees shall be regarded as probationary employees until they have completed a ninety (90) calendar days with a minimum of sixty (60) work day probationary period, when assigned to a regular scheduled run. There shall be no responsibility for the re-employment of probationary employees if they are laid off or discharged during this period.

Section 2 - The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay. In order to acquire or accumulate seniority, a new or rehired employee must be assigned to a regularly scheduled run for 90 calendar days of employment, uninterrupted by layoff or leave of absence. In the event a probationary employee is temporarily laid off and reinstated, and acquired ninety (90) calendar days with a minimum of sixty (60) work days of employment within 120 days of the employee's date of hire, seniority shall be established as 90 days prior to the day the employee completes the probationary period.

Section 3 - Probationary employees shall be eligible for fringe benefits earned and provided for in this Agreement only at the successful completion of their probationary period. To be eligible for short term disability insurance, an employee must have a regular assignment. Employees starting their seniority after the start of the school year would receive a sick day for every 34 calendar days remaining. (On the basis of ten month employees - first day of school through June 20th, 303 days.) Example: If a seniority date was established on November 12, and on the basis of nine (9) sick days per year, the parties would divide 34 calendar days into 264 remaining days in the year (7). Fractional days should be rounded off to the nearest whole day. For example, if the result is .5 or more, the fraction will be rounded upward to the next whole number. If the fraction is less than .5 will be rounded downward to the next lowest number.

Section 4 - Seniority lists shall be established and maintained by the Employer and made available to the Union Secretary-Treasurer no more than twice per year.

Section 5 - When more than one employee is hired on the same day, seniority will be determined by alphabetical order when all things are equal.

Section 6 - It shall be the policy of the Board and Administration to cooperate in every practical way with employees who desire transfers or appointments to new positions or vacancies which may occur in the school system in their area of employment.

Section 7 - Seniority can be broken for the following reasons:

- A. If the employee quits.
- B. If the employee is discharged.
- C. If the employee is absent for three (3) working days without properly notifying management, unless extenuating circumstances shall exist.
- D. The employee fails to report for work upon notice of a recall from a layoff, by certified mail or a telegram to the last known address within five (5) days of notice of recall. Extenuating circumstances for failure to report will be considered and may result in reinstatement to the next available opening for which the employee is qualified.
- E. The employee fails to report for work on the first regularly scheduled work day following a leave of absence, or fails to secure an approved extension of a leave of absence. The employee may be reinstated if absent without an extension of leave for no more than three (3) consecutive work days but presents a reason satisfactory to the Employer for the employee's inability to secure an extension.
- F. The employee falsifies personnel records or falsified the reason for a leave of absence.
- G. The employee is employed elsewhere during the leave of absence.
- H. Seniority shall be broken if the employee is laid off longer than his/her accumulated seniority.

Section 8 - Should a continued enforced absence, such as sickness, require an employee to be absent from his/her work over an extended period of time, the following considerations shall be applied:

- A. Seniority shall continue to accumulate for a period not to exceed twelve (12) months.
- B. After twelve (12) months of continued absence, the job vacated shall be filled permanently.
- C. The seniority of an individual involved in an enforced and prolonged absence shall be reinstated provided he/she returns to work within a period of twelve (12) months except that in no event shall this apply where the length of absence exceeds seniority accumulated at the time such absence began.

- D. A driver returning from an enforced and prolonged absence shall be reinstated to his/her regular assignment provided he/she is within the one (1) year time limit and gives notice the day prior to their return.

Section 9 - Accrual of Seniority - As of the effective date of this Agreement, seniority employees within the system will be credited for one (1) year of seniority for each school year served in the transportation of the Grand Blanc Community Schools.

Section 10 - Layoff and Recall Procedure - When a reduction within the work force is necessary, the following shall be the order of layoffs:

- A. Probationary employees.
- B. Employee with the least amount of service.

In the event of a future need for services occur, those employees who have established seniority shall be recalled in accordance with their seniority. The employee with the greater amount of seniority will be the first recalled. An employee to be recalled will be notified consistent with Article XI, Section 7D.

Section 11 - The Board will furnish the name and starting seniority date of new seniority employees to the Union's Secretary-Treasurer.

ARTICLE XII WORKING HOURS

Section 1 - Employees shall report for work allowing sufficient time for proper warm-up and pre-trip inspection of their vehicles (prevailing weather conditions considered), and to leave the parking area in time to meet their schedule requirements.

Section 2 - Employees shall remain after completing any run or trip long enough to properly maintain:

- A. Any regular daily reports including payroll reports.
- B. Operational details such as cleaning buses and closing windows, etc.
- C. To be available without additional compensation for conferences regarding any incident that may have happened on his/her assignment.

Section 3 - Meetings - Drivers shall be available for one (1) mandatory meeting of all bus drivers per year. Any additional mandatory meetings of all drivers will be paid at the following rates:

2009-2010	\$8.91
2010-2011	\$8.91

The Employer will post notice of the meetings. Bus drivers will be paid for attending before school orientation meetings.

Section 4 - Grand Blanc drivers selected for summer driving shall abide by the terms and conditions of this contract.

Section 5 - Attendance at Michigan Bus Driver Education Programs shall be in accordance with State requirements and/or such local directives as are mutually agreed upon. Drivers shall be paid at a rate of minimum wage per hour in accordance with the above provisions. All new or beginning drivers shall be required to attend the Michigan Bus Drivers Educational Program in accordance with State requirements, subject to the above provisions.

ARTICLE XIII DRIVER ASSIGNMENTS

Section 1 - The following factors will be considered in the selection of candidates: Work record, attendance and tardiness records, and the ability to do the job requested. In the event these factors are relatively equal, the qualified candidate with the most seniority will be given first consideration.

- A. When the choice involves a higher pay rate, seniority will prevail.
- B. When there is no pay difference from the prior assignment, preference by seniority will be honored unless in the judgment of the administration the driver should not receive the posted assignment. In such a case, both the Union and the driver will be notified prior to the decision.

Section 2 - Drivers may apply for vacancies and/or new positions. If the vacancy and/or new position is for a position that has an equal rate, it will be at the discretion of the supervisor. If it is to a position that involves a higher pay rate, seniority will prevail. Upon request by a disqualified candidate with more seniority, the employee's supervisor shall advise the employee of the reason or reasons for disqualification in writing.

Section 3 - All drivers, according to seniority, will be provided a choice of driving assignments prior to the start of each school year, or as they occur.

- A. Preference by seniority will be honored unless in the reasonable judgment of the administration the driver should receive a different assignment. In such a case, both the Union and the driver will be notified prior to the decision.

- B. During the school year when a run is split (give a stop(s) or take a stop(s) from another run) or combined (new run created using existing stops) during the school year, the driver with the most seniority will be given first consideration on their choice of run unless in the reasonable judgment of the administration the driver should not be allowed to change (i.e.: insufficient time or location not efficient).
- C. Additional runs shall be followed in accordance with Section 3.
- D. Posting of the new bus run package will be from August 15 - 30, each year. The school district will attempt to notify drivers prior to August 15, as to the date they are to report.
- E. Those positions posted for leaves of absences, for a period of one (1) year or less, shall be posted as temporary. The driver shall be reinstated to his/her original package upon return from extended sick leave. All other drivers affected by this posting shall be reinstated to their original package.

Vacancies which would be for the remainder of the school year and of at least duration of ten (10) work days, would be posted as temporary subject to the following:

A bus driver serving in the temporary position, shall be eligible for or Holiday pay.

A bus driver may be allowed to establish seniority for the time of service in this temporary position.

When a vacancy occurs within the bargaining unit, it will be posted for a period of three (3) working days and filled by five (5) calendar days after the posting period ends (Article XIX, Section 1, A & B).

Section 4 - An employee may declare his/her interest in one job at any one time.

Section 5 - When an employee desires to be considered for a posted assignment the employee should indicate his/her interest to the Supervisor by signing the posting form.

Section 6 - Field trips occurring during the school day and scheduled to return in time for the driver to make his/her regular run shall be paid for at the rate established for field trips, EXCEPT that should circumstances beyond the driver's control prevent return in time for the regular scheduled run, the driver shall be paid also for the regular run missed.

Section 7 - All regular and probationary drivers desiring to substitute shall have the option on noon runs, providing it does not interfere with his/her regular assignment. To substitute for noon runs, the driver must be timely for the assignment. The noon runs will be assigned after 8:30 a.m.

Section 8 - Drivers with less than a complete time block (morning or afternoon) may request, in writing, to substitute on that portion of the time block they are not regularly assigned. Seniority will be honored unless in the judgment of the dispatcher the driver should not receive the assignment due to time schedules. The dispatcher shall exercise his/her judgment in deciding if such assignments will meet the time schedule. To be eligible to substitute, a driver must be able to perform the following: both the a.m. and p.m. high school runs or both the a.m. and p.m. middle and elementary school runs.

Section 9 - The rotation sheets for noon runs shall be separate and these assignments will be rotated, and will be charged accordingly.

Section 10 - If the Union and Supervisor determine that a driver has been overlooked in filling a noon run, they will be given an assignment that is comparable which occurs in the next five school days. (If comparable assignment is not available within the five day period, a day-to-day extension will occur). The driver will not be charged for the assignment bypassed. The driver in question will be responsible for notifying the Supervisor and/or his/her designee on comparable assignments within the five school day period.

If the assignment that is agreeable to the driver is posted for more days than the assignment that was bypassed, the remaining days will be assigned according to Article XIII, Section 7.

If the bypassed assignment was for more than one day, the driver who was overlooked will be assigned the remaining days in addition to the make-up days as indicated in the first paragraph of this section.

Section 11 - In the event that the District moves to a paperless system, anywhere postings are referred to in the contract, administration shall have the right to post the information electronically.

ARTICLE XIV SUMMER DRIVER ASSIGNMENTS

Section 1 - A sign-up sheet shall be posted prior to the closing of each school year for those drivers desiring summer trips or runs.

Section 2 - Trips shall be rotated among drivers signed up for summer driving consistent with Article XV on field trips.

Section 3 - The Employer shall post positions for summer driving. Each driving position may include field trips, Parks and Recreation and other trips as designated by the Supervisor.

ARTICLE XV FIELD TRIPS

Section 1 - At the start of each school year, a new field trip rotation list, reflecting no trips for each driver, will be posted. This list will be by seniority.

Section 2 - Field trips shall be rotated among drivers on the field trip sheet starting with high seniority. Those drivers signing after the start of the school year will be added to the list and placed in the rotation equal to the driver with the highest number of trips.

Section 3 - Field trips will be rotated according to trips assigned. Trips, both paid and charged, will be updated only on Tuesday for the prior Tuesday - Monday week. Trips assigned in accordance with Article XV, Section 8, shall be based on the prior Tuesday updating. The Employer shall have the sole responsibility for maintaining and updating the trip board.

It is understood this method of calculation will equalize trips assigned for drivers on the field trip sheet, but will not equalize total pay for those drivers, since weekend field trips will continue to be paid at the time and a half.

Section 4 - Those drivers notified of trip cancellation prior to the trip shall not be charged for that trip. Those drivers shall then be offered the next available trip.

Section 5 - A driver who is not available for a field trip when his/her name appears in rotation shall be charged (for rotation purposes) for that trip. A driver that does not indicate by signing whether they are available or not will be charged for that trip. A driver who indicates he/she is available and is assigned a field trip but does not drive it, shall be charged double for that trip. If the trip is turned in within twelve (12) hours prior to leave time, the employee will be charged four (4) times for that trip. An employee on an excused leave will be charged double.

Section 6 - Drivers may not be eligible for field trips that conflict with their regular run with the exception of an overnight or where the Supervisor of Transportation decides to post the trip for all regular drivers on the field trip sheet.

Section 7 - There will be no trading or bumping of trips.

Section 8 - Field trips will be numbered and posted each Tuesday p.m. of the school year. The posting will be for field trips for the following week, Tuesday through Monday. Regular drivers who are interested and available that week will indicate to the supervisor their availability by the following Thursday a.m. The supervisor will assign the trips. Assignments will be posted by the following Friday a.m. It is the driver's responsibility to check the board for assignments.

Section 9 - When the Supervisor of Transportation is notified of a trip after the posting date, it will be posted for a minimum of four hours and assigned to the most eligible driver applying for said trip(s).

Section 10 - When the Supervisor of Transportation does not have four (4) hours notice to

post a trip, he/she may assign the trip to the first available driver.

Section 11 - When a driver is not given 24 hours notice for a trip, he/she will not be charged if he/she does not take it.

Section 12 - If the Union established that an employee should have been assigned to a field trip, they shall be given priority for the next available field trip.

Section 13 - Anytime a driver reports for a field trip and the trip is canceled without prior notification to the driver, he/she shall receive one-hour show-up time at field trip rate.

Section 14 - After 60 calendar days, drivers on extended sick leave will be temporarily removed from the field trip rotation board. Upon return, they will be reinstated by averaging trips.

ARTICLE XVI NEGOTIATION PROCEDURES

Section 1 - The parties expressly declare that they have bargained between them on all phases of hours, wages and working conditions, and that this Agreement represents their full and complete agreement, without reservation of unexpressed understanding. Any aspect of hours, wages and working conditions not covered by a particular provision of this Agreement is declared to have been expressly eliminated as a subject for bargaining during the life of this Agreement, and may not be raised for further bargaining or negotiations without the written consent of all parties hereto. Any such consent and written agreement arising there from shall be approved or rejected within a period of ten (10) days following agreement.

Section 2 - At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment.

Section 3 - In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or without the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Union, but parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject to such ultimate ratification by both parties.

ARTICLE XVII
WORKING CONDITIONS

Section 1 - It shall be the responsibility of employees to have a physical examination prior to beginning their duties the first day of school. Such physical shall be in accordance with Department of Education requirements. Twenty five (\$25.00) dollars per employee for such physical is hereby agreed to and shall be paid by the Board upon receipt of evidence that said physical examination has been completed.

Section 2 - When a driver notifies the Board of a safety hazard or of physical abuse, the Board agrees to promptly examine the situation and take whatever action the Employer deems appropriate.

ARTICLE XVIII
NEW JOB CLASSIFICATION/RATE AND RUN DEFINITION

Section 1 - In the event the Employer establishes and places in use a new driving assignment, the position will be posted.

Section 2 - If the Union objects to the proposed rate or proposed classification, it shall so notify the Employer in writing within ten (10) days following the date of notice of the proposed rate or proposed classification which shall be subject to negotiations.

Section 3 - Upon agreement, or in the event the Employer's rate or proposed classification is not objected to by the Union within the time limits, the rate and job classification shall be considered final and become a part of Article XX.

Section 4 - Definition of a Run - It is realized that a run may be composed of a combination of students (i.e., high school students, middle school, or elementary students) and still be considered a high school, middle school, or elementary run.

If the district deems it necessary to make major changes in the combination of students (i.e., high school, middle school, or elementary,) on the runs stated above, the Board shall notify the Union and the parties shall negotiate same.

ARTICLE XIX
TRANSFER, PROMOTIONS AND NEW POSITIONS

Section 1 - If an employee is transferred by the Board, on a regular and permanent basis, to a position not included in the bargaining unit, his/her seniority in the unit shall continue to accumulate for a period of one (1) year thereafter, after which he/she will retain, but not accumulate, seniority in the unit. During said one (1) year period only, he/she shall be entitled to receive insurance benefits provided for in this Agreement. If, at any time after such transfer he/she shall be transferred back into the unit, he/she shall have such seniority as he/she has accumulated and/or retained and will be returned to his/her prior driving assignment in the unit, seniority permitting.

A. Those positions posted for leaves of absences, for a period of one (1) year or less, shall be posted as temporary.

B. When a vacancy occurs within the bargaining unit, it will be posted for a period of three (3) working days and filled by five (5) calendar days after the posting period ends.

ARTICLE XX
ECONOMICS

A. Regular Runs

1. A "Time Block" shall consist of all packaged runs made by each driver at each of the following times:

- a. Prior to opening of schools in the morning
- b. Returning pupils to their homes after school is dismissed each day
- c. Those runs known as "noon" runs

2009-2010 1.5% off schedule money to be paid in June based on year to date earnings.

2010-2011 1.5% off schedule money to be paid in June based on year to date earnings.

Time Block I - A.M. High School, Middle School & Elementary Pick-up	
<i>Part Time and Sub Drivers</i>	<i>Seniority Drivers After 1 year</i>
2009-2010 \$14.46 per run	2009-2010 \$15.73 per run
2010-2011 \$14.46 per run	2010-2011 \$15.73 per run

Time Block II Noon Runs – Special Midday Runs	
Part Time & Sub Drivers	Seniority Drivers After 1 Year
2009-2010 \$14.46	2009-2010 \$15.73
2010-2011 \$14.46	2010-2011 \$15.73

Noon runs or special midday runs are paid hourly at run rate with a ½ hour minimum. A presumption of time shall be established within four (4) weeks of the start of school. Such presumption shall be changed if students are added, deleted, or the Supervisor of Transportation deems it necessary to review such hours. Under usual and normal conditions, such presumption shall be the driver's usual and normal wages.

Time Block III - P.M. High School, Middle & Elementary Take Home	
Part Time & Sub Drivers	Seniority Drivers After 1 Year
2009-2010 \$14.46 per run	2009-2010 \$15.73 per run
2010-2011 \$14.46 per run	2009-2010 \$15.73 per run

- B. If management deems it necessary that a student living outside of their home school attendance area must be bused from outside the home school attendance area, to or from their home school, or if a student's home school is at capacity and the student needs to be bused to another attendance area, there will be a compensation paid of \$3.80 for 2009/2010. There will only be one payment per run, per day. Assignment will be subject to supervisor approval.

1. After School Programs -

2009-2010 \$15.73	
2010-2011 \$15.73	

After school Headstart / GSRP programs will be paid at hourly rate equal to run rate with a minimum of one half-hour compensation. A presumption shall be established within four weeks from the start of school. Such presumption shall be changed if students are added, deleted, or the Supervisor of Transportation deems it necessary to review such hours.

2. Latch Key - Employees shall be paid the following additional amounts per run:

Part Time & Sub Drivers	Seniority Drivers After 1 Year
2009-2010 \$1.23	2009-2010 \$1.23
2010-2011 \$1.23	2010-2011 \$1.23

3. Shuttles will be paid the following rate:

Part Time & Sub Drivers	Seniority Drivers After 1 Year
2009-2010 \$2.76	2009-2010 \$2.76
2010-2011 \$2.76	2010-2011 \$2.76

The shuttles will be posted for high seniority drivers. Seniority will be honored unless, in the judgment of the supervisor, the driver should not receive the assignment due to time schedules.

4. For the 2009-2010 and 2010-2011 school years, a payment of \$2.62 will be paid to a driver that drives the PM High School run.

C. Time Breaks - Half days due to conference and grade reporting - it is understood that Time Blocks Number 4-3-2 in Groups I-II-III will be rescheduled on half day school sessions. Premium for half-day conference (first 32 days), at the following rates:

2009-2010
\$5.69 per run
2010-2011
\$5.69 per run

D. License - CDL or State required license will be paid for by the Board of Education. License costs for part-time drivers will be reimbursed by the Board of Education on a one year prorated basis upon receipt.

E. Field Trips - shall be paid at the following rate:

Year	Actual Drive Time	Layover Time
2009-2010	\$9.16	Equal to actual drive time
2010-2011	\$9.16	Equal to actual drive time

Minimum trip of one hour driving time rate is guaranteed. Compensation for Saturdays and Sundays and holidays shall be one and one-half times the regular rate specified in this contract.

F. Necessary Out of Pocket Expense - incurred by drivers will be paid, subject to the following:

1. Lunch Expenses - Drivers shall be paid lunch allowance for each four (4) hours continuous driving or layover time on field trips not to exceed three (3) lunches in one twenty-four hour period:

2009-2010 \$5.33
2010-2011 \$5.33

- G. Holidays - There shall be nine (9) paid holidays (Thanksgiving, and the Friday immediately following, Memorial Day, Good Friday, Martin Luther King Day, Christmas Eve day unless school is scheduled for that day and then it shall be the day after Christmas, Christmas, New Year's Eve and New Year's Day) for which the drivers shall receive their regular package wage. Year round drivers shall also have the Fourth of July as a paid holiday. To be eligible for such "holiday pay", an employee must work his or her full assignment the last regular working day preceding the holiday and the first regular working day following such holiday, unless illness or other just cause can be substantiated.
- H. To ensure that a reasonable annual wage may be earned, it is hereby agreed that there shall be an eligibility to earn pay for instructional days when transportation is scheduled.
1. The minimum assurance regarding kindergarten and noon runs shall be not more than twelve (12) days for time not actually worked. However, excluding paid sick days and holidays.
 2. In cases of unusual emergencies or disaster, there shall be not more than ten (10) days paid in any one school year for time not actually worked.
 - a. Weather Days - Drivers will be paid for the first two days if school is called off because of weather. After the first two days, if it is necessary to call school off because of snow, etc., drivers will not be paid. Drivers will be paid for driving on the make-up days.
 3. Payment shall be made in pay period in which eligibility occurs.
 4. Employees on leave shall receive no pay for any snow or weather day which occurs while the employee is on leave.
 5. Employees shall be given notice of the district's tentative calendar by October 1st. Such a calendar may be subject to change.
- I. Breakdown - In instances where mechanical breakdown or other emergencies beyond the driver's control result in "unreasonable detainment" of the driver involved, an amount of compensation commensurate with the delay shall be determined by the Supervisor of Transportation, not to exceed field trip flat rate.
- * An unreasonable detainment is defined for an a.m. or p.m. time block as exceeding three (3) hours.
- J. Substitution by Permanent Drivers - If permanent drivers substitute for part of a "time block", their pay will be prorated according to the number of runs in the particular "time block".

K. Short Term Disability and Life Insurance - The Board of Education will pay up to \$10.36 per month (12 months) toward the MESSA short term disability income insurance plan for each permanent bus driver. Each driver will choose the particular options of the plan and any excess cost will be deducted from the employee's payroll. Five thousand dollars (\$5,000) of life insurance will be provided for each employee that enrolls in this plan. Drivers who are going on short term disability will be allowed to use one of the following options, to cover the five (5) work day waiting period, prior to the beginning of short term disability benefits:

1. Use five sick days; or
2. Take five no pay days

Choosing either of the above options will be considered an excused absence. These five (5) days will not be counted against your absenteeism.

L. Fringe Benefits - (Drivers may select Option 1 and 2):

1. Effective February 1, 2007 up to twenty (20) employees will be eligible for coverage, by seniority, for single subscriber health insurance, at a level of benefits generally comparable to "MEBS Flexible Blue 2" with care mark 10/60 with mandatory mail order and DAW option
2. To be eligible for health insurance, a driver must have a regularly assigned run.

Only drivers who cannot be covered through another will qualify for medical insurance under this article. Employees are not allowed dual coverage for health insurance. It is expressly recognized that the employer has the right to self-insure the health insurance plan. The district shall only be obligated to pay up to the following health insurance rates:

July 1, 2007	single \$561.00
July 1, 2008	single \$593.00

HRA retention may be used to fund increases in premium beyond the rate listed above.

The above plan is dependent upon the Board's attorney approving the plan document.

3. Recognizing this contract does not allow dual coverage, employees that have regularly assigned runs that do not take health insurance shall be eligible for the following fringe benefits.
 - a. 50% Class I dental benefits with a \$50.00 deductible (single subscriber) January through December.

- b. Life Insurance - an additional \$10,000 life insurance.
- c. An additional paid holiday (during spring break, not subject to Article XX - F.
- d. Vision Benefits - The Board shall provide vision benefits to eligible bus drivers and their dependents up to the following maximum:

Complete vision analysis	\$16.00
Lenses, pair	\$21.00
Bifocal	\$24.00
Trifocal	\$30.00
Contacts	\$50.00
Frames	\$ 9.00

For each year, benefits are limited to one complete vision analysis, two lenses and one set of frames per insured person. The year shall be from July 1 through June 30.

- e. Provided the carrier allows, drivers electing health insurance must purchase at the cost designated by the carrier (this includes vision, dental and life insurance).

M. Sick Days - Commencing September 1, 1983 a total of nine (9) sick days per year will be granted to seniority employees according to the Employer's rules and regulations. Sick leave will only be granted for illness or disability. Maximum accumulation to 60 days effective August 26, 1986. Sick days must be taken in a minimum of one half (1/2) day increments. All employee absences other than sick days require employer prior approval.

Missing an assigned run by "turning in" the run is not allowed. A minimum of one half (1/2) sick day will be charged for missing assigned runs.

If a driver has no sick time remaining and misses an assigned run, the driver will be automatically advanced to the next step of progressive discipline. (For example if a driver has previously received a documented verbal warning for attendance, that driver would advance to a written reprimand if the driver missed an assigned run and had no sick time remaining)

Sick Day Pay Out - Employees with ten (10) years of service will receive the following sick leave pay out on separation:

Up to 20 days	-	\$10 per day
20 to 40 days	-	\$15 per day
40 to 60 days	-	\$20 per day

N. Terminal Leave Pay - Employees that retire from public school bus driving according to the following schedule. Service accumulated will be figured on seniority date or retirement years, whichever is greater.

Completion of*	Amount
10 - 14 Years	\$15.00 per year
15 - 19 Years	\$25.00 per year
20 Years or More	\$50.00 per year

* Service as accumulated within those areas represented by A.F.S.C.M.E.

O. Longevity Pay - The employee must have completed at least ten (10), fifteen (15) or twenty (20) years of seniority by December 31. Longevity pay will be paid in one payment on the first payroll date in January.

Completion of	Amount
10 Years	\$100.00
15 Years	\$200.00
20 Years	\$250.00

P. Perfect Attendance

1. An employee with a minimum of six (6) runs, who has perfect attendance except for funeral days, vacation days and approved union leave, shall receive an attendance bonus. Attendance bonus of \$125.00 per time period shall be allowed.

Time periods are designated as follows:

- a. Beginning of school year through November 30
- b. December 1 through February 29
- c. March 1 through end of school year

Consecutive time periods of perfect attendance shall result in an escalating bonus as follows:

- 1st consecutive period = \$125.00
- 2nd consecutive period = \$150.00
- 3rd consecutive period = \$175.00 (and each consecutive period thereafter)

If an employee does not achieve perfect attendance in a consecutive time period, then the employee shall revert to the \$125.00 level the next time period the employee achieves perfect attendance.

2. Employees with less than six (6) runs:

A driver who has a minimum of one (1) or more (to a maximum of six) permanently assigned runs and has perfect attendance in a time period stated above shall receive a prorated bonus of \$20.83 per run, up to a maximum as specified above.

Consecutive time periods of perfect attendance shall result in an escalating bonus as follows:

- 1st consecutive period = \$20.83/run
- 2nd consecutive period = \$25.00/run
- 3rd consecutive period = \$29.17 (and each consecutive period thereafter)

If an employee does not achieve perfect attendance in a consecutive time period, then the employee shall revert to the \$20.83 level the next time period the employee achieves perfect attendance.

Q. The parties agree transportation employees be included for consideration regarding value added pay. The District Value Added Policy is as follows:

The school district reserves the right to pay staff members value added pay up to 1.5%. The exact amount of the value added pay shall be set by the district. One factor in the district determination regarding amount of value added pay shall be the increase of health insurance premiums over the prior year. Any increase over 7% shall reduce value added pay. The parties acknowledge the payment of value added pay in one year does not create an expectation of value added pay in future years. Any disputes regarding value added pay shall be processed through the mediation process, not the grievance arbitration process. Any value added pay will be reviewed with the Union as it is developed and prior to announcement and implementations.

R. **New Employees**

Employee's hired into the Grand Blanc Transportation department after October 1, 2009 shall be frozen at the current (2009-2010) sub rate of pay. In addition the following provisions shall not be applicable to these new employees:

- Time Breaks
- Shuttle
- Latch Key
- High School PM additional pay

These provisions shall not apply to individuals subbing prior to October 1, 2009.

ARTICLE XXI
DURATION OF AGREEMENT

This Agreement shall be effective upon ratification and shall continue in effect until August, 2011. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Subject to Article VIII, Section 2, Level 2 - 5.

BOARD OF EDUCATION LOCAL 1918.20, COUNCIL 25,
GRAND BLANC COMMUNITY SCHOOLS OF THE INTERNATIONAL UNION OF THE
A.F.S.C.M.E., AFL-CIO

**GUIDELINES FOR DISCIPLINARY OFFENSES
TRANSPORTATION**

Steps of Discipline:

- A. Documented verbal warning
- B. Written reprimand
- C. One day suspension
- D. Three day suspension
- E. Discharge

Class I Offenses:

Penalty:

- | | | | | |
|----|--|---------------|----|-----------|
| 1. | Theft. | First offense | E. | Discharge |
| 2. | Conviction or commitment on any criminal act. | First offense | E. | Discharge |
| 3. | Falsification of personnel records. | First offense | E. | Discharge |
| 4. | Possessing concealed or unauthorized weapons or explosives on employer property. | First offense | E. | Discharge |
| 5. | Absence for three or more days without having prior employer approval. | First offense | E. | Discharge |
| 6. | Bringing intoxicants into or consuming intoxicants on employer property. | First offense | E. | Discharge |

- | | | | | |
|-----|---|---------------|----|-----------|
| 7. | Reporting for work while under the influence of intoxicants in any degree whatsoever. | First offense | E. | Discharge |
| 8. | Use or possession of illegal substances (drugs). | First offense | E. | Discharge |
| 9. | Willful damage to employer property or equipment. | First offense | E. | Discharge |
| 10. | Disorderly conduct, immoral conduct, or insubordination. | First offense | E. | Discharge |
| 11. | Suspension of driver's license. | First offense | E. | Discharge |

Class II Offenses:

- | | | | | |
|----|---|----------------|----|----------------------|
| 1. | Negligence (fault of the employee) involving personal injury or damage or liability exceeding \$2,000.00. | First offense | D. | Three day suspension |
| | | Second offense | E. | Discharge |
| 2. | Receiving two or more traffic violations while driving a bus for the school district in the prior three years. | First offense | D. | Three day suspension |
| | | Second offense | E. | Discharge |
| 3. | Negligence (fault of the employee) involving more than \$200 but less than \$2,000.00 in damage or liability to the Employer. | First offense | C. | One day suspension |
| | | Second offense | D. | Three day suspension |
| | | Third offense | E. | Discharge |

- | | | | | |
|----|---|----------------|----|----------------------|
| 4. | Failure to report accidents as soon as possible. | First offense | C. | One day suspension |
| | | Second offense | D. | Three day suspension |
| | | Third offense | E. | Discharge |
| | | | | |
| 5. | Leaving job assignment during working hours without permission. | First offense | C. | One day suspension |
| | | Second offense | D. | Three day suspension |
| | | Third offense | E. | Discharge |
| | | | | |
| 6. | Fighting (non-verbal) on employer property. | First offense | D. | Three day suspension |
| | | Second offense | E. | Discharge |

Class III Offenses:

Penalty:

- | | | | | |
|----|--|----------------|----|---------------------------|
| 1. | Documented tardiness. | First offense | A. | Documented verbal warning |
| | | Second offense | B. | Written reprimand |
| | | Third offense | C. | One day suspension |
| | | Fourth offense | D. | Three day suspension |
| | | Fifth offense | E. | Discharge |
| | | | | |
| 2. | Engaging in horseplay, scuffling, or throwing objects. | First offense | A. | Documented verbal warning |
| | | Second offense | B. | Written reprimand |
| | | Third offense | C. | One day suspension |
| | | Fourth offense | D. | Three day suspension |
| | | Fifth offense | E. | Discharge |

3. Failure to notify supervisor at least one hour before reporting time when unable to perform assignment.

- | | | |
|----------------|----|---------------------------|
| First offense | A. | Documented verbal warning |
| Second offense | B. | Written reprimand |
| Third offense | C. | One day suspension |
| Fourth offense | D. | Three day suspension |
| Fifth offense | E. | Discharge |

4. Repeated negligence (fault of the employee) involving less than \$200 in damages or liability to the employer.

- | | | |
|----------------|----|---------------------------|
| First offense | A. | Documented verbal warning |
| Second offense | B. | Written reprimand |
| Third offense | C. | One day suspension |
| Fourth offense | D. | Three day suspension |
| Fifth offense | E. | Discharge |

5. Making false, vicious or malicious statements about any employee or supervisor.

- | | | |
|----------------|----|---------------------------|
| First offense | A. | Documented verbal warning |
| Second offense | B. | Written reprimand |
| Third offense | C. | One day suspension |
| Fourth offense | D. | Three day suspension |
| Fifth offense | E. | Discharge |

6. Failure to follow established safety procedures.

- | | | |
|----------------|----|---------------------------|
| First offense | A. | Documented verbal warning |
| Second offense | B. | Written reprimand |
| Third offense | C. | One day suspension |
| Fourth offense | D. | Three day suspension |
| Fifth offense | E. | Discharge |

7. Poor housekeeping or unsanitary conditions on the bus.

- | | | |
|----------------|----|---------------------------|
| First offense | A. | Documented verbal warning |
| Second offense | B. | Written reprimand |
| Third offense | C. | One day suspension |
| Fourth offense | D. | Three day suspension |
| Fifth offense | E. | Discharge |

8. Unkempt appearance.

- | | | |
|----------------|----|---------------------------|
| First offense | A. | Documented verbal warning |
| Second offense | B. | Written reprimand |
| Third offense | C. | One day suspension |
| Fourth offense | D. | Three day suspension |
| Fifth offense | E. | Discharge |

9. Failure to follow established rules and regulations.

- | | | |
|----------------|----|---------------------------|
| First offense | A. | Documented verbal warning |
| Second offense | B. | Written reprimand |
| Third offense | C. | One day suspension |
| Fourth offense | D. | Three day suspension |
| Fifth offense | E. | Discharge |