COLLECTIVE BARGAINING AGREEMENT

UTICA COMMUNITY SCHOOLS

and

UTICA TRANSPORTATION EMPLOYEES' ASSOCIATION

July 1, 2022 – June 30, 2024

Notice of Non-Discrimination

In compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act of 1990, the Elliot-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act, it is the policy of Utica Community Schools that no persons shall, on the basis of race, color, religion, national origin or ancestry, sex, age, disability, height, weight, or marital status be excluded from participation in, be denied the benefits of, or be subjected to discrimination during any instructional opportunities, programs, services, job placement assistance, employment or in policies governing student conduct and attendance. Any person suspecting a discriminatory practice should contact the Executive Director of Human Resources at Utica Community Schools, 11303 Greendale, Sterling Heights, MI 48312, or call (586)797-1000.

TABLE OF CONTENTS

ARTIC NUME		Ε		
1	Preamble1			
2	The Board of Education			
3	Recognition			
4	Aid To Other Unions 1			
5	Check-Off 2			
6	Agency Shop			
7	Indemnification Clause 2			
8	Stewards and Union Representation			
9	Special Conferences			
<u>1</u> 0	Special Conferences 2 Supplemental Agreements 3			
11	Grievances			
12	Grievance Procedure 4			
13	Grievance Procedure			
14	Seniority 6			
15	Seniority List			
16	Loss of Seniority 8			
17	Loss of Seniority			
18	Lay-Off8			
19	Recall 9			
20	Assignment 9			
$\overline{21}$	Bus Driver Group Vacancies			
22	Job Description and Procedures			
23	Veterans			
24	Leaves of Absence 12			
25	Holidays			
26	Funeral Leave			
27	Jury Duty			
28	Workers' Compensation			
29	Union Convention Attendance			
30	Bulletin Boards, Building Use and Mail			
31	Overtime16			
32	Sick Leave 16			
33	Uniforms 17			
34	Continuing Education			
35	Benefit Provisions			
36	Wage Rates			
37	Miscellaneous			
38	Standard Operating Procedures. 20			
39	Standard Operating Procedures			
40	Strike and Lock Out			
41	Returning to Bargaining Unit			
42	Ratification 22			
43	Amendments and Termination			
	Signature Page			
	Signature 1 age			
APPENDICES				
	Letters of Agreement			
	Appendix A – Short Term Disability Program			
	Appendix B – Bus Driver Job Descriptions			
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DESIGNATION OF PARTIES

On this 1st day of July, 2022 at Sterling Heights, Michigan, the Utica Community School District, located at Sterling Heights, Michigan, hereinafter designated as the "Board", and the Utica Transportation Employee's Association (UTEA), hereinafter designated as the "Union", agree as follows:

ARTICLE 1

PREAMBLE

1.1 It is the general purpose of this Agreement to promote the interests of the School District, and to provide for its operation under methods which will further economy, efficiency, protection of property and the avoidance of interruptions to the instructional program. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE 2

THE BOARD OF EDUCATION

2.1 The Board under Michigan Law has final responsibility for the direction and control of all aspects of the affairs of the School District. The Board cannot lawfully avoid, delegate or surrender any portion of this responsibility and nothing in this Agreement shall be construed to negate this principle.

ARTICLE 3

RECOGNITION

3.1 The Board recognizes Utica Transportation Employee's Association (UTEA) as the sole and exclusive bargaining representative for school bus drivers, except that the following groups shall not be deemed to be included in or covered by the terms of this Agreement; Superintendent, Assistant Superintendents, Directors, Assistant Directors, Administrative Assistants, all Support Personnel/ UAW, certificated employees, cafeteria employees, para- professional employees, all laborers, all substitute employees, all temporary employees, all custodial employees, all maintenance employees, all grounds employees, all warehouse employees, all seasonal employees, and all other employees who are excluded under the law.

ARTICLE 4

AID TO OTHER UNIONS

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

CHECK-OFF

5.1 Utica Transportation Employee's Association will be responsible for collecting all union dues paid by the membership.

ARTICLE 6

AGENCY SHOP

6.1 Membership in the Union shall be open to all employees regardless of race, creed, age, sex, marital status, handicap, or national origin.

ARTICLE 7

INDEMNIFICATION CLAUSE

ARTICLE 8

STEWARD AND UNION REPRESENTATION

- 8.1 It is agreed between the parties that the steward structure and areas represented as submitted by the Union to the Board will be the structure recognized by the parties for the term of this Agreement, subject to implementation of paragraph 8.4 of this Article.
- **8.2** The group classifications are as follows:
 - **8.2.1** School Bus Drivers
- **8.3** It is mutually recognized that the principle of proportional steward representation which reflects that increase and decrease in the work force is a sound and sensible basis for determining proper representation.
- 8.4 Any additional representation shall be subject to mutual agreement of the parties.
- **8.5** The Union will provide the Board with the names of the stewards and officers upon election or appointment.

ARTICLE 9

SPECIAL CONFERENCES

9.1 Special conferences may be held between the representatives of the Board and the Union upon request of either party. However, there shall be no denial of at least one (1) special conference per month. The time for the special conferences shall be as follows: (including necessary travel time)

- **9.1.2** Each party is limited to five (5) representatives for special conferences.
- **9.1.3** Employees on the time clock at the time of the special conference shall be paid for the time in attendance. Employees will not be allowed to punch-in on the time clock for the purpose of attending the special conference.
- **9.2** Meetings may be extended by mutual agreement.
- **9.3** The purpose of the meetings will be to review the administration of the Agreement and to resolve any problems that may arise.
- **9.4** These meetings are not intended to by-pass the grievance procedure.
- **9.5** It is intended that these meetings will produce a high level of mutual understanding and that problems will be resolved on an equitable basis.
- **9.6** Should a mutually acceptable amendment of the Agreement result, such amendment is subject to ratification by the Board and the Union.
- 9.7 These meetings may be attended by five (5) representatives from the Chapter and a representative of Utica Transportation Employee's Association with prior notification of two (2) working days to the Assistant Superintendent for Human Resources or his/her designee.
- 9.8 All items to be considered as agenda items must be submitted to the other party in writing three (3) working days prior to the special conference. If an agreement is reached between the parties on an agenda item, it will be reduced to writing and a copy submitted to the Union within three (3) working days.

SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to Good Faith negotiation between the Board and the Union. They shall be approved or rejected within a period of ten days following the conclusions of negotiations. The Board and the Union agree that neither they nor their agents shall attempt to initiate any exceptions to this Agreement without reentering negotiations. If exceptions, additions or deletions are agreed upon they will be subject to ratification by the Board and the Union.

ARTICLE 11

GRIEVANCES

11.1 DEFINITION -- Any claim by the Union, that there has been a violation, misinterpretation, or misapplication of the specific and expressed terms of this Agreement or established rules shall be resolved through the procedure set forth

herein. The prevailing party shall be entitled to its actual attorneys' fees and costs, provided they are reasonable, with respect to claims arising from or relating to Article 39 (and/or the Letter of Understanding Concerning Union Health Care Plan) and Article 40.

- 11.2 GRIEVANCE COMMITTEE -- The Board agrees to recognize a Grievance Committee, which shall be composed of the Union Business Agent, a Chief Steward and the Steward from the group classification in which the grievance originated. The party involved in the grievance may be present at their option.
- **11.3 RETROACTIVE SETTLEMENTS** -- Settlement of grievance occurrences due to unawareness shall not be retroactive to any date prior to the date of filing.
- 11.4 TIME LIMITS -- The time limits specified for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual agreement of the parties in writing. In the event that the Union fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer. In the event that the Board shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the Board's grace period for answering.
- 11.5 A steward may be allowed a maximum of 1/2 hour at the beginning or end of their shift to investigate grievances upon notification and approval of the immediate supervisor. If, in the opinion of the union representative, the immediate supervisor unreasonably refuses to grant such time, their refusal shall be a proper subject for a Special Conference.

ARTICLE 12

GRIEVANCE PROCEDURE

12.1 If an employee or the Union, has a grievance, it shall be presented to the Board as follows:

12.2 STEP 1:

- **12.2.1** Any employee who believes he/she has a grievance may present such grievance, on an informal basis, to their immediate supervisor. One (1) steward may be present at this informal meeting if requested by the employee.
- 12.2.2 Each grievance shall be initiated within ten (10) working days of the occurrence of the cause for complaint, or if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, then within ten (10) working days after the aggrieved or the union becomes aware of the cause for the complaint.
- 12.2.3 The immediate supervisor shall meet with the steward and/or the employee within three working days from receipt of notice of the alleged grievance. If the matter is not resolved on the informal basis, the matter shall be reduced to

writing by the grievant or steward stating the articles and paragraphs of this Agreement or rules that have allegedly been violated, a statement of the facts, the position of the employee and the restitution required from the Board by the Union. This written grievance shall be submitted to their immediate supervisor within two (2) working days of the informal meeting. The immediate supervisor shall, within two

(2) working days of receipt of the written grievance, submit their disposition of the matter to the steward in writing.

12.3 STEP 2:

12.3.1 If the alleged grievance is not resolved to the satisfaction of the employee and the Union, the chief steward shall submit the written grievance to the appropriate transportation director/manager within three (3) working days. The appropriate transportation director shall meet with the steward and chief steward and the grievant, at their option, within three (3) working days from receipt of the written grievance, to try and resolve the grievance. The appropriate transportation director shall within three (3) working days after the meeting submit their disposition of the matter in writing to the chief steward.

12.4 STEP 3:

12.4.1 If the answer is not satisfactory to the employee and the Union, the grievance may be submitted in writing by a Union Officer of the Union to the Assistant Superintendent for Human Resources, or designee, within five (5) working days. The Assistant Superintendent for Human Resources shall meet within five (5) working days with the Union Officer and the balance of the Grievance committee, and the grievant, at his/her option. The Assistant Superintendent for Human Resources shall submit their written answer to the grievance to the Union within five (5) working days after the meeting. This meeting may be attended by a Council and/or Utica Transportation Employee's Association Representative. The Union representatives may meet on the Board's property at a place mutually agreed upon between the Union and the Board for at least one-half (1/2) hour immediately preceding the grievance meeting.

12.5 STEP 4:

- 12.5.1 If the grievance is still not settled the Union may, within thirty (30) calendar days after receipt of the written reply of the Assistant Superintendent for Human Resources, request arbitration by written notice to the Board. The arbitrator will be selected through the American Arbitrator Association. The petition must be filed with the American Arbitration Association within ninety (90) calendar days after receipt of the written reply from the Assistant Superintendent for Human Resources. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue a decision within thirty (30) calendar days after the conclusion of the testimony and argument.
- 12.5.2 The arbitrator shall have no power or authority to add to, subtract from, alter or

modify the terms of this Agreement.

12.5.3 Arbitration shall be conducted under the auspices of the American Arbitration Association and the conduct of said hearing shall be controlled by its rules. The fees of the American Arbitration Association and the fees and expenses of the arbitrator will be paid one-half by the Board and one- half by the Union, and all other expenses shall be borne by the party incurring them.

ARTICLE 13

DISCHARGE, SUSPENSION AND REPRIMANDS

13.1 The parties recognize the authority of the Employer to reprimand; both orally and in writing, suspend, discharge or take other appropriate disciplinary or corrective action against an employee for just cause.

Discipline, when invoked, will be progressive in nature. When an employee is given a suspension, days off will be consecutive. For just cause, the Board or their Representative may reprimand, suspend, demote or discharge an employee appropriate to the seriousness of an individual incident or situation.

- 13.2 When an employee is given a suspension, disciplinary discharge, written reprimand and/or warning which is to be affixed to his/her personnel record in any file, the Union and the employee shall be promptly notified in writing of the action taken.
- 13.3 No adverse material originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has been provided copies of the material and any complaint has been validated by the Employer. Complaints against the bargaining unit member shall be put in writing with names of the complainants. The Bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When adverse material is placed in a bargaining unit member's file, the affected bargaining unit member shall be provided a copy of said material and may sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. An employee shall have the right to recommend the removal of material contained in his/her personnel file that is over two (2) years old.

ARTICLE 14

SENIORITY

- **14.1** Seniority shall be applied within a job classification and on a bargaining unit basis.
- **14.2** Job classification shall be as follows:
 - **14.2.1** School Bus Drivers
- 14.3 Bargaining unit seniority shall be determined for each employee as of his/her

- anniversary date of last hire into the bargaining unit, with regard to applicable fringe benefits (i.e., retirement, vacations, sick leave, etc.)
- 14.4 Effective July 1, 2018 forward, job classification seniority will be applied retroactively upon successful completion of road readiness training back to date of hire, defined as initial date of road readiness training. If more than one employee has the same seniority date, regardless of training duration, job classification seniority will be determined by alphabetical order using surname at date of hire.
- 14.5 An employee who has moved from one job classification and moves back to his/her former job classification shall maintain their full bargaining unit seniority from date of last permanent hire in the Utica School District.
- 14.6 The probationary period shall be defined as ninety (90) working days from date of hire or initial date of road readiness training. At management discretion the probationary period may be extended up to an additional forty-five (45) working days with notification.
- 14.7 The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, as set forth in this Agreement, except that the Board will have the right of discharge or disciplinary action other than for Union activity involving a probationary employee without a grievance filed or processed.
- 14.8 Probationary employees will not receive any fringe benefits. Probationary employees may not bid on field trips or noon runs. If applicable, probationary employees are eligible for holiday pay. Probationary employees will accumulate sick days but are not eligible to use them until completion of the period. An employee who assumes job classification seniority during the probationary period in accordance with 14.4 may bid/select from available routes but remains designated probationary until the period concludes.

SENIORITY LIST

- 15.1 The seniority list will be posted for the bus driver group classification at least annually and will show all employees of the job classifications, their names and seniority rank, along with date of hire. The list must be posted in a conspicuous place within the department. The transportation department will regularly update the seniority list with additions and deletions as applicable and make the changes available to the union upon request.
- **15.2** Seniority shall not be affected by the race, sex, marital status, color, religious creed, age, ancestry, handicap, or dependents of the employee.
- 15.3 A seniority date challenge posed by either the union, employee or management within ten (10) working days of its initial posting and deemed inaccurate shall be remedied retroactively to the extent possible as agreed by management and union. Successful challenges after ten (10) working days of initial posting shall be remedied moving forward.

LOSS OF SENIORITY

- **16.1** An employee shall lose their seniority for the following reasons:
 - **16.1.1** They quit or retire.
 - **16.1.2** They are discharged and discharge is not reversed through the grievance procedure.
 - **16.1.3** They fail to return to work within ten working days after the issuance by the Board of notice of recall by registered or certified mail to the last known address of such employee as shown by the Board's records.
 - **16.1.4** They are absent from work five (5) consecutive working days without advising the Board or giving satisfactory reasons to the Board for such absence.
 - **16.1.5** They overstay a leave of absence unless there are extenuating circumstances.
 - **16.1.6** They give false reason for a leave of absence.
 - **16.1.7** They falsify their pre-employment application either by design or omission. This provision shall exist for one year of continuous employment from date of hire.

ARTICLE 17

SENIORITY OF UNION OFFICERS

17.1 Notwithstanding their position on the seniority list, the Union President and Chief Steward and one steward from the classification shall, in the event of a layoff, be continued at work as long as there is a job in their classification which they can perform and shall be recalled to work in the event of a layoff to the first open job in their classification which they can perform.

ARTICLE 18

LAY-OFF

- **18.1** The word "lay-off" means a reduction in the working force due to a decrease of work or of operating funds.
- 18.2 In the event of a layoff, the order of layoff shall be first, temporary employees; next, probationary employees, next transferees who are still on probation in the job classification to be reduced; next, other employees within the job classification in accordance with their seniority.
- 18.3 The Board will promptly notify the Union, in writing, of any layoffs. The Board will

provide bus drivers with three (3) days' notice prior to any layoff.

- **18.4** Any seniority employees removed shall be able to exercise seniority rights to bump:
 - **18.4.1** Into a job classification they had satisfactorily held previously.
 - **18.4.2** If they have not held a lower job classification within a group classification, they shall have the right to bump into the lowest job classification within the group classification.
 - **18.4.3** An employee who has bumping rights as set forth above, shall have the right either to exercise the bump or to accept the layoff until recalled.
 - **18.4.4** The least senior employees who remain unplaced after the reduction in the required job classifications and bumping is completed shall be laid-off.
- 18.5 The above layoff procedure does not apply to the normal reduction of work force during the time school is not in session.
- **18.6** Ten month employees may choose to work during the summer if work is available in their job classification on a seniority basis.

ARTICLE 19

RECALL

19.1 Laid-off employees shall be recalled in the inverse order of the layoff, the most senior employees shall be recalled to the first opening in the job classification from which the employee was laid-off or, if they had bumped down from their original position in the reduction of work force before being laid off, to such former position. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the Board and shall require that the employee report for work within ten (10) days after delivery or proof of non-delivery. If an employee fails to report for recall, they shall be considered a quit, unless there are extenuating circumstances.

ARTICLE 20

ASSIGNMENT

- **20.1** School Bus Drivers Route Selection:
 - **20.1.1** Bus drivers will be given route preference according to seniority. Special trips shall be assigned on a rotating basis.
 - **20.1.2** Once a driver has made their route choice they cannot change it unless there is a posted Vacancy.
 - **20.1.3** Bus drivers who select a route assignment that provides for fewer guaranteed hours than their seniority allows, do so as a voluntary reduction of hours.

- **20.1.4** In the event of a route adjustment, resulting in a split after Route Selection, the original driver will be given the choice of which portion of the split they would prefer to keep.
- **20.1.5** The number of Relief Drivers designated by management has a direct relationship to the mission of the Transportation Department. It is agreed that the number of Relief Drivers is a proper agenda item for Special Conferences, Article 9 of the current Collective Bargaining Agreement.

20.2 NOONS

Noon assignments developed prior to the ensuing school year will be made available to drivers at route selection and selected on a seniority basis. Eligible drivers have the opportunity to select or decline a noon route at this time and will make notification of such election.

Subsequent noon assignments will be made available to drivers, on a seniority basis, that had noted intent to select but unable to acquire a noon, in a manner as prescribed in the standard operating procedures.

20.3 FIELD TRIPS

Field trips will be assigned on the basis of seniority. Assignment of field trips will be in accordance with the manner prescribed by established standard operating procedures.

ARTICLE 21

BUS DRIVER GROUP VACANCIES

- 21.1 In the event of a bus driver vacancy, the route involved in the vacancy and the routes involved in the subsequent vacancy(s) will be posted according to the following procedure:
 - **21.1.1** Original vacancy (Medical or Leave)

21.1.1.1	Vacant for five (5) working days.
21.1.1.2	Posted on the sixth (6) working day.
21.1.1.3	Posted for two (2) working days.
21.1.1.4	Filled within two (2) working days.

- **21.1.2** Original Vacancy (Retirement Or Termination)
 - 21.1.2.1 Route posted two (2) working days prior to last day the route will be worked from driver leaving due to retirement or termination.
 21.1.2.2 Posted for two (2) working days.
 21.1.2.3 Filled within two (2) working days.
- **21.1.3** Subsequent Vacancies (Pertaining to 21.1.1 and 21.1.2)
 - **21.1.3.1** Posted next working day
 - 21.1.3.2 Posted for two (2) working days

21.1.3.3 Filled within two (2) working days

- **21.2** The posting will designate, "permanent" or "temporary" and Paid and Punch Times by supervision.
- 21.3 Upon return from leave, the employee will be reassigned to the position he/she held prior to the leave.
- 21.4 An employee who is assigned a temporary route through this procedure will not be eligible to bid on posted vacancy.
- 21.5 The posted vacancy shall be assigned to the top seniority driver signing the posting.
- 21.6 Article 21 will be based on guaranteed time per past practice. Guaranteed times will be evaluated on a semester basis for the purpose of adjustment. The method of evaluation to be implemented will be disclosed to the Union Business Agent and/or Chief Steward at least five (5) working days prior to the implementation.
- 21.7 Drivers selecting a route by the process shall remain assigned to that route for fifteen (15) working days with the exception that they may bump up for a route with more guaranteed time and/or Paid Time, whichever is greater.

ARTICLE 22

JOB DESCRIPTION AND PROCEDURES

- 22.1 The job descriptions for the positions noted in the wage rate section in Article 36 are included in Appendix B of this Agreement.
- **22.2** Present Standard Operating Procedures also continue in effect.

ARTICLE 23

VETERANS

- **23.1** Reinstatement and re-employment rights of veteran employees shall be governed by applicable Federal and State laws.
- 23.2 Employees who are reinstated in accordance with the "Universal Military Training Act" as amended, and other applicable laws and regulations, shall be granted leaves of absence without compensation, but with continuance of seniority for a period not to exceed their seniority, at commencement of leave, in order to attend school full time under applicable Federal laws then in effect.

LEAVES OF ABSENCE

24.1 Leaves of absence for reasonable periods, not to exceed one (1) year, (except for item 24.4.6, where leave shall be granted not to exceed two (2) years) shall be granted without loss of seniority upon written request for:

24.2 SENIORITY ACCUMULATIVE AND INSURANCE BENEFITS CONTINUING

- **24.2.1 FAMILY MEDICAL LEAVE ACT (FMLA):** Employees will be permitted leaves pursuant to the provisions of FMLA. Such FMLA leaves (paid and unpaid) will run concurrently with other leaves provided by the Collective Bargaining Agreement.
- 24.2.2 Medical Leave: Upon exhaustion of paid sick days the employee will be placed on a non-compensated leave of absence if they are not able to return to work. All accumulated sick days shall be used prior to an employee being placed on medical leave. An employee on medical leave shall return to duty promptly upon the cessation of their leave. Prior to return to duty, the employee must present a doctor's certificate stipulating the employee can assume their assigned duties. If management requests a second medical opinion, the cost of such will be covered by the Board of Education.

24.3 SENIORITY ACCUMULATIVE AND INSURANCE BENEFITS NOT CONTINUING --

- **24.3.1** Prolonged illness in immediate family: Spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, and a relative living and making their home in the employee's "immediate family".
- **24.3.2** Child Care Leave: Leave of absence without pay may be granted to an employee for child care.

24.4 CAREER CHANGE LEAVE OF ABSENCE --

A transportation employee may request a Career Change leave of absence. The conditions governing this leave are as follows:

- **24.4.1** Minimum of five (5) years seniority.
- **24.4.2** Request must be submitted in writing.
- **24.4.3** The employee shall have their seniority frozen and benefits suspended.
- **24.4.4** Career Change Leaves are not permitted for the purpose of changing bargaining units within the Utica District.
- **24.4.5** Career Change Leaves are not permitted for the purpose of working for another agency and/or employer in classifications (positions) represented by this bargaining unit.

- **24.4.6** Career Change Leaves shall be granted for a period of not less than six (6) months or more than one (1) year, or the end of the fiscal year whichever is first.
- **24.4.7** The granting or denial of the Career Change Leave shall not be a matter for the grievance procedure.

24.5 Consent Leave

- 24.5.1 All leaves other than those provided for in the above sections may be granted when possible and shall be for a definite period with a specific termination date. Employees being granted such leaves shall be required to report for duty upon the termination thereof. Denial of consent leaves shall not be a matter for the grievance procedure. Consent leaves are leaves for not less than five (5) days, but not more than forty (40) days. Consent leaves are limited to three (3) leaves concurrently. Date of application shall prevail in cases of more than three employees requesting such leave. Approval of consent leaves shall not be rescinded later than two (2) working days prior to the date the leave is to commence.
- **24.5.2** The employee shall have their seniority frozen and benefits suspended.
- 24.6 Up to ten (10) days annually of unpaid leave will be granted to Utica Transportation Employee's Association officers, one at a time, for the purpose of carrying on union business out of the district. Exceptions to the above can be requested through the Assistant Superintendent for Human Resources whose decision is final and not grievable.
- 24.7 The Board of Education and the Union agree that a bargaining member may be moved to a temporary Supervisory position, which will have the following restrictions: the bargaining member's seniority is frozen for the duration of the temporary position; the temporary position shall not exceed one (1) year. At the conclusion of one (1) year, the Board shall have the right to promote the bargaining member or return the bargaining member to their unit with seniority and benefits restored. If the employee's temporary position is more than five (5) working days then that employee's route position will be posted for bid and treated like a typical temporary route vacancy.

ARTICLE 25

HOLIDAYS

- 25.1 Transportation employees whose regular schedule includes Board of Education approved holiday(s) and are on duty the complete scheduled work day immediately prior and the complete scheduled work day immediately after the designated holiday shall receive holiday pay. Holiday pay is defined as the employee's regular daily wage.
- 25.2 Holiday pay for Labor Day will be computed on the average daily hours from September 16th through September 30th pay period. In computing the "average", the district shall include any full day in-services in the computation. The District will pay the Labor Day holiday pay on or before the last pay check in October.

FUNERAL LEAVE

- 26.1 Upon the death of a member of their immediate family, an employee shall receive a three (3) day leave with pay when otherwise scheduled to work, not to be deducted from sick leave, for a death in the immediate family. Immediate family shall be defined as: Mother, Father, Sister, Brother, Wife or Husband, Son or Daughter, Son-in-law, Daughter-in-law, Mother-in-law, Father-in- law, Brother- in-law, Sister-in-law, Grandparents, Grandparents-in-law, Grandchildren or a member of the employee's household. The employee shall designate when such leave shall start and must be in conjunction with the day of the funeral or memorial service. When travel to a distant place (i.e. more than 200 miles from the employee's resident) is necessary, the employee shall be granted an additional two (2) paid days off. Applicable documentation must be provided.
- **26.2** For the purpose of interpreting Section 26.1, in-law shall be defined as those relatives of the current marriage contract.

ARTICLE 27

JURY DUTY

- 27.1 An employee who serves on jury duty will be paid the difference between their pay for jury duty and their regular pay.
- When an employee is identified for jury duty, but is not scheduled for attendance at court, they shall report for duty and make themselves available for assignment.
- 27.3 Bus Drivers shall be responsible to report for their regular assignment if possible. If not, they shall be used as relief drivers to the extent of the hours they would have worked.
- 27.4 Bus Drivers who serve on jury duty and who are eligible for a weekend or holiday field trip will be allowed to make up the first available equivalent trip provided the driver notifies the Transportation administration within a week of his/her return.

ARTICLE 28

WORKERS' COMPENSATION

- **28.1** In the event an employee loses time as result of an on-the-job injury, they will be compensated as provided by the Michigan Workers' Compensation Act.
- 28.2 An employee on disability leave of absence due to an on-the-job injury may draw from their accumulated sick leave an amount equaling the difference between the amount received under Workers' Compensation and that which they earned at the time of their injury on a straight time basis. Sick time will be taken from the accumulated sick leave until such time that the employee notifies the Human Resources department in writing that the employee does not wish to use his/her sick time. When a doctor returns an

- employee to work with restrictions, an employee may be assigned to "light duty" pursuant to restrictions as outlined by the employee's doctor.
- 28.3 The portion of sick leave to be deducted will be rounded off to the nearest hour, based on the appropriate amount paid to the employee.
- An employee unable to work due to an on-the-job injury must request an appropriate leave of absence as specified in Article 24, Section 24.2.1 of this Agreement.
- 28.5 It is understood that it is possible for an individual to be receiving Workers' Compensation benefits after their employment with the Utica Community Schools has terminated.

UNION CONVENTION ATTENDANCE

- **29.1** The Board will provide full pay for five (5) days, upon prior notice, to attend training seminars by Utica Transportation Employee's Association.
- 29.2 Paragraph 29.1 is applicable only when the employee attending for the Union would normally be scheduled for work.

ARTICLE 30

BULLETIN BOARDS, BUILDING USE AND MAIL

- The employer agrees to provide a designated section of a bulletin board in the Transportation Department which may be used by the Union for posting notices of the following type:
 - **30.1.1** Notice of Union recreation and social events.
 - **30.1.2** Notice of Union elections.
 - **30.1.3** Notice of Union results of elections.
 - **30.1.4** Notice of Union meetings
- 30.2 The Union will be permitted the use of school facilities for regular and special business meetings of the Union and for committee meetings on Union business as well, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the School District.
- 30.3 It is mutually understood and agreed that no Union activities will be carried on during working hours or on the Board's premises.

OVERTIME

31.1 General:

- 31.1.1 Hours worked in excess of eight (8) hours per day or forty (40) hours worked per week shall be compensated at time and one-half. All hours worked on Sunday will be paid at double time. Double time will be paid for all hours worked on holidays plus holiday pay. Bus drivers will receive time and one-half on Saturday and double time on Sunday and holidays as above.
- **31.1.2** All compensable leave days will be counted as days worked for the computation of overtime. Probationary employees are not to be assigned overtime unless the regular employees of the building or department are all working or not available.

ARTICLE 32

SICK LEAVE

- Each employee covered by this Agreement shall accumulate one day of sick leave allowance for each month the employee receives pay in their regular yearly position. Unused sick leave shall accumulate without limitation and be designated as "accumulated sick leave allowance". When leave is exhausted, such employee shall not accrue any more days unless working.
- An employee's absence shall be chargeable to this accumulated sick leave allowance. An employee while on sick leave shall be deemed to be on continuous employment for the purpose of computing all benefits, including seniority referred to in this Agreement.
- 32.3 Two of the accumulated sick leave days may be used annually for business leave to conduct business that cannot be conducted at any time other than during working hours. Application for use of a business leave day must be submitted to the Transportation Office not less than three working days prior to the date requested. This request must state the reason and receive the approval of the employee's supervisor and final approval of the Director of Transportation. Business leave days may not be taken immediately prior to, or subsequent to paid holidays or vacation period except in emergencies.
- 32.4 Three (3) of the accumulated sick leave days may be used annually as a personal leave day without specificity to all employees. Application must be made at least three (3) working days prior to the date of the leave. Not more than five (5) of the bus driver group will be excused under the provision on any one (1) day. Personal leave days may not be taken immediately prior to, or subsequent to, paid holidays or vacation periods except in emergencies.
 - **32.4.1** Priority will be determined by date of receipt of request to the Transportation Department.

32.4.2 Forms for both leaves will be available at the Transportation Department.

Family Illness

- 32.5 An employee may use up to a total of four (4) days annually of their accumulated sick days for bonafide pressing need due to illness of their spouse, children, or parent.
- 32.6 An employee shall not accumulate a day of sick leave during any month in which the employee receives pay for less than the majority of the scheduled working days in that month.
- 32.7 When an employee is not working because of illness and utilizes their sick days, they are on sick leave.
- 32.8 The employer may request an employee to secure a doctor's clearance upon returning from use of sick leave.
- One-half (1/2) of the bus driver's current wage shall be paid by Christmas of each year for hours accumulated beyond three hundred sixty hours (360) and not used.
 - **32.9.1** Upon retirement by an employee from the Utica Community Schools and under the Michigan Public School Employee Retirement System, the employee will be compensated for sick leave days as follows:
 - 32.9.1.1 Bus Drivers shall receive five dollars (\$5.00) per hour for all hours accumulated in excess of two hundred seventy- five (275) hours.
 - Maximum payment to personnel at time of retirement shall be seven hundred fifty dollars (\$750.00).

ARTICLE 33

UNIFORMS

ARTICLE 34

CONTINUING EDUCATION

- 34.1 All transportation employees will be paid their regular rate of pay for attending any classes required by the administration.
- 34.2 New employees must provide their own evidence of a valid CDL. Employees required to renew their CDL during the school year must provide the Board of Education with a receipt. Reimbursement will be made quarterly: March, June, September, December. Receipts must be turned in no later than the first of the month in the month when payment will be made.

BENEFIT PROVISIONS

- **35.1 ELIGIBILITY FOR BENEFITS:** Health care insurance eligibility begins on the first day of the month following confirmation that the employee has a permanent and regular scheduled six hour or more daily work shift.
 - Six (6) hour routes established and selected during route selection, do not require a confirming measurement period.

For runs/routes acquired after summer route selection that expand a driver's hours to six, a minimum measurement period of four weeks is required to confirm route permanency.

- 35.2 Probationary drivers are not eligible for benefit provisions until after completing the probationary period described in Article 14.6.
- **35.3 INSURANCE PREMIUM** Cost sharing for district sponsored employee health care insurance to be employer hard cap. Eligible employees may pay the additional premium to buy-up to two persons or full family coverage, which will be effective through payroll deduction.
- **35.4 HEALTH CARE PLAN COVERAGE** The district may bid for health care insurance providers in effort to be as cost effective as possible for both employee and employer while preserving negotiated benefit levels.
- 35.5 All regularly employed members will be eligible for district sponsored single (employee-only) vision insurance. Eligible employees may pay the additional premium to buy-up to two persons or full family coverage, which will be effective through payroll deduction.
- 35.6 Six hour benefit eligible drivers will be eligible for district sponsored single (employee-only) dental insurance. Eligible employees may pay the additional premium to buy-up to two persons or full family coverage, which will be effective through payroll deduction.

WAGE RATES

36.1 WAGE RATES FOR 2022-2023 AND 2023-2024.

36.2 HOURLY RATES:

<u>Step</u>	BUS DRIVER	HOURLY RATE 2022-2023	HOURLY RATE 2023-2024
1	Before 1 Year	\$21.00	\$21.00
2	After 1 Year	\$21.75	\$22.25
3	After 2 Years	\$21.75	\$22.25
4	After 3 Years	\$21.75	\$22.25
5	After 4 Years	\$21.75	\$22.25
6	After 5 Years	\$24.00	\$24.00

* \$.50 PER HOUR FOR DRIVER ASSIGNED TO THE "RELIEF"

36.3 LONGEVITY:

After eight years - \$.10 per hour After twelve years - \$.10 per hour After fifteen years - \$.25 per hour After twenty years - \$.30 per hour After twenty-five years - \$.30 per hour

MAXIMUM LONGEVITY PAYMENT \$1.05 PER HOUR

36.4 MINIMUM PAY:

A minimum allowance of one and one-half $(1 \frac{1}{2})$ hours shall be allowed to bus drivers who are called into work and are either sent home or reassigned. If employees are required to use their own automobiles in the fulfillment of their duties, they will be compensated at the mileage rate as established by the Board of Education.

MISCELLANEOUS

- 37.1 Bus drivers who sign to drive during the summer months will be required to drive for the entire period which they have signed. Drivers missing more than ten (10) work days will be removed from the summer assignment. However, it is understood that the driver may have to be released due to illness or emergency.
 - **37.1.1** Bus drivers who drive during summer months will accumulate sick leave time based on the average number of hours worked per day, for those months. Article 32.6 does not apply for this article.
- 37.2 An emergency is an incident that occurs that is beyond the control of the School District and is for a short period of time, but in no case shall extend beyond the time necessary to provide a safe and healthy condition. No employee will be kept on an emergency status longer than the immediate emergency exists.
- **37.3** Safety problems and recommendations shall be a proper subject for special conferences as elsewhere provided.
- 37.4 Members may be granted leave without pay for purpose of union training seminar. Leave must be preapproved and management may limit absences per day. Union training leave not to exceed 30 total hours per work year.
- 37.5 Bus drivers returning from leaves of absence shall have bumping rights.
- **37.6** Seniority bus drivers when reverting to minimum hours, shall have priority over probationary drivers.
- 37.7 Administration reserves right to determine if summer route development assistance is necessary, and if so, has ability to select members from the unit to perform the work at its discretion. Due weight will be given to qualifications, experience, and relevant skills of the applicant. Seniority will not be the deciding factor but will be considered in the selection process.
- 37.8 When schools are closed due to inclement weather, bus drivers will be paid for up to two (2) days per year and it will not be charged against contractual leave time. School closure days in excess of the first two (2), bus driver will be paid for up to an additional three days per year. Payment will be made based on deduction of one (1) sick leave day for each inclement day used by each driver. Drivers having less than three (3) sick leave days will not be paid.

ARTICLE 38

STANDARD OPERATING PROCEDURES

38.1 From time to time, the employer may establish or revise its Standard Operating Procedures governing the employees. Such Standard Operating Procedures are necessary to insure an orderly performance of work and functioning of the schools. Such procedures shall not conflict with the provisions set forth in this Agreement and shall be reasonable in scope and uniform in application.

- When new rules are established, or existing rules are revised they shall be posted prominently for a period of one (1) week before becoming effective. The Union shall be given this one (1) week as prior notice of changes and additions to such Standard Operating Procedures.
- 38.3 The employer shall prepare and post on the bulletin board, at least once a year, a listing of its Standard Operating Procedures.
- 38.4 All transportation employees will receive a copy and shall adhere to all procedures in the Utica Community Schools Transportation Department Standard Operating Procedures, beginning upon their employment hire date

ASSIGNMENT OF SCHOOL BUSES TO DRIVERS

- **39.1** Buses will be assigned to drivers who select routes for which vehicles are assigned.
- **39.2** Special Needs buses will be assigned to accommodate all out-of-district routes. All lift routes will have buses assigned to them. The balance of Special Needs buses will be assigned by route by seniority.
- 39.3 77 passenger vehicles shall be assigned on the basis of seniority to drivers who select routes identified as 77 passenger vehicle routes.
- **39.4** Supervision will designate buses to be used as spares.
- **39.5** There will be two (2) bus assignments each year.
 - **39.5.1** At route selection time.
 - **39.5.2** At the end of the school year for drivers driving summer programs
- **39.6** The procedure outlined in this article applies to all purchased school buses except those purchased for special education assignments.

ARTICLE 40

STRIKE AND LOCK OUT

- **40.1** No strike of any kind shall be caused or sanctioned by the Union during the duration of this Agreement.
- 40.2 No lock out of employees shall be instituted by the employer during the duration of this Agreement.

RETURNING TO BARGAINING UNIT

41.1 If an employee is transferred to a position not included in the unit and is thereafter transferred again to a position within the unit, they shall have their accumulated seniority frozen as of the day they leave the unit. This seniority will be protected for up to twelve (12) months. In the event they return to the bargaining unit, they shall be reinstated in the same classification they held before transferring out of the unit. The time spent out of the bargaining unit will not be counted toward seniority within the unit, however, total years of service with the Board of Education will be counted in computing the employee's fringe benefits.

ARTICLE 42

RATIFICATION

- 42.1 The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification by them. It is further agreed that the Negotiating Team of the Union will recommend to the employees that it be ratified.
- 42.2 The Administration agrees to submit this Agreement to the Board for ratification by them. It is further agreed that the Negotiating Team of the Board will recommend to the Board that it be ratified.

ARTICLE 43

TERMINATION AND MODIFICATION

- 43.1 This Agreement shall commence July 1, 2022 and shall continue in full force and effect until June 30, 2024 when it shall terminate. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than sixty (60) nor more than one hundred twenty (120) days prior to June 30, 2024.
- 43.2 This Agreement has been negotiated and executed and shall be controlled by all applicable laws, including any amendments that may hereafter be made during the life of the Agreement, and wherever the terms of this Agreement are found to be in conflict with the provisions of the law, the parties hereto agree to proceed to renegotiate such conflicting provision, or provisions, and until such renegotiation has been completed, such provision, or provisions, in conflict shall be void.
- 43.3 It is understood that an emergency manager appointed under the Local Financial Stability and Choice Act may modify, terminate or reject this collective bargaining agreement under certain conditions in accordance with Michigan Public Act 436 (MCL 141.1541 through 141.1575

UTICA TRANSPORTATION EMPLOYEES ASSOCIATION

Negotiating Team

Lisa Bosca, Team Member

Martha Vickers, Team Member

Amie Warnick, Team Member

Kathy Kujawa, Yeam Member

Dore Kubasinski, Team Member

UTICA COMMUNITY SCHOOLS

Board of Education

Mary K. Thomas, Ph.D., President

Denyeal Nesovski, Vice President

Michele Templeton, Treasurer

Kelli Rankin, Secretary

Kimberly Becker Trustee

Steven R. Meyer, Ph.D., Trustee

Adrienne Rubel, Trustee

Letter of Agreement

Between

Utica Community Schools and Utica Transportation Employees Association Attendance Incentive Program

Drivers employed on or before the first day of the month, commencing September of each school year, and have maintained perfect attendance the entire month will receive a \$100.00 attendance stipend.

Drivers earning an attendance incentive each month of the representative school year will earn an additional stipend of \$500.00.

Perfect attendance is defined as reporting on time and working all scheduled AM/PM run(s) for each work day within the identified month. Exemptions will only be made for documentable absence for jury duty, immediate family funeral leave or military leave. All other absences will not be exempt and incentive denials will not be subject to the grievance process. Summer work does not qualify for incentive parameters.

Compensation for total attendance incentives earned will be made on the last pay in June of the identified school year. All applicable taxation shall apply.

This incentive expires June 30, 2025.

For the Union LISA BOSCA

For the Board of Education

10.25.22

Date

Date

Letter of Agreement

Between

Utica Community Schools and Utica Transportation Employees Association

Re: Paid Leave Time

Utica Community Schools Bus Drivers with proportionate accumulated paid leave time may exchange such paid leave time for full compensation value on the following non-work dates:

October 19, 2022 December 22, 27, 28, 29, 2022 November 8, 23, 2022 February 20, 21, 22, 23, 24, 2023

April 3, 4, 5, 6, 2023

Snow Closure Days (beyond day five)

Electing to utilize paid leave time for this purpose is not intended to alter the provisions of collective bargaining agreement article 32. Article 31.1.2 is not applicable and therefore any utilization of this time will not be counted or computed toward overtime.

Drivers are reminded that paid leave time can be a valued protection in the event of personal or family illness. Exhausting paid leave time and then taking time off work (DOCK) can compromise employment.

Drivers are reminded to review collective bargaining article 32.9 prior to making any decision regarding this opportunity.

This opportunity is offered for the term of the contract and expires June 30, 2024. It is anticipated that applicable 2023-2024 dates will be determined and communicated prior to the 2023-2024 school year.

For the Union LISA BOSCA Date

For UCS

For UCS

Paid Leave Exemption – Notice of Intent

Return to Debbie Sova

It is my intent to elect to exchange accrued paid leave time for compensation. I understand this exception to be applicable for the following dates:

October 19, 2022 November 8, 23, 2022
December 22, 27, 28, 29, 2022 February 20, 21, 22, 23, 24, 2023
April 3, 4, 5, 6, 2023

Snow Closure Days (beyond day five)

It is my responsibility to enter the dates requested for approval in the districts absence management system (AESOP) prior to the selected period. I am aware that article 31.1.2 is not applicable and therefore any utilization of this time will not be counted or computed toward overtime.

Printed Name:	
Signature:	Date:

APPENDIX A

TRANSPORTATION SHORT TERM DISABILITY PROGRAM

- 1. The establishment of a Short Term Disability Program "an in-house program" is a mutual effort by the Utica Transportation Employee's Association and the Board of Education. The Board of Education will cooperate in the operation of this program.
- 2. For the purpose of this Short Term Disability Program a disability is an absence that is medically certifiable as incapacitating an employee from performing their duties. At times it may be necessary to request a second or alternate opinion of the disability. The cost of the alternate/second opinion shall be borne by the party that selects the medical expert.
- 3. The primary purpose of the Short Term Disability Program is to provide compensation at the rate of \$6.00 per hour of disability during periods of protracted and unavoidable absence due to their incapacity to perform the duties and responsibilities of their job.
 - a. Bus Drivers The computation of hours shall be based on the average hours of regular assignment recorded in the last full payroll period of the previous school year.
- 4. An employee shall be allowed a maximum of one hundred (100) consecutive working days for each incident. Elective surgery shall not qualify a member to be compensated from the Short Term Disability Program.
- 5. Recurrent disability (a disability which is contributed to by the same cause(s) or is the result of the same cause(s) of a prior disability for which a benefit was payable). If, after a period of total disability for which benefits are payable, the covered employee resumes their regular occupation and does each main duty for a continuous period of six months or more, any recurrent disability will be part of a new period of disability and a new thirty (30) working day window period must be completed before any further monthly benefits are payable. If the covered employee resumes their regular occupation and does each main duty for less than six months, a recurrent disability will be part of the same disability.
- 6. An employee who exhausts the one hundred (100) consecutive working day draw from the Short Term Disability Program is not eligible for the Short Term Disability Program until the employee has returned to work and completed not less than one (1) full year on the job.
- 7. Employees whose working schedule is less than 52 weeks, are not eligible to draw from the program during periods of time that they are not normally scheduled to work.
- 8. This program is available to all eligible seniority bargaining unit members. Probationary employees are not eligible until they have satisfactorily completed the probationary period and signed an enrollment card.

- 9. The first thirty (30) consecutive working days of absence due to a disability shall not be covered by the Short Term Disability Program. The thirty (30) working day window period must be satisfied prior to becoming eligible for payment from the Short Term Disability Program for each incident.
- 10. Employees wishing to participate in the Short Term Disability Program must make formal application to the Short Term Disability Committee prior to the expiration of the thirty (30) working day window period. A medical report fully certifying the disability must accompany the formal application for withdrawal from the Short Term Disability Program, which will be made in duplicate, the original to be filed with the Employee Benefits Office in the Human Resource Office. A duplicate will be kept on file by the union's committee of the Short Term Disability Program.
- 11. A member of the Short Term Disability Program on a non-compensable leave of absence due to reason of disability is eligible to apply for coverage by the Short Term Disability Program and may use these non-compensable days to satisfy the window period of this program.
- 12. An employee shall not receive compensation from the Short Term Disability Program due to absence resulting from an on-the-job-injury.
- 13. Payment from the fund does not qualify an employee as being at work for the purpose of accruing/earning sick leave, vacations, or benefits computed on the basis of the number of days in a month the employee receives compensation.
- 14. Medical reports fully certifying disability must accompany the request for absence leading to the utilization of the Short Term Disability Program. Additional medical reports will be required to be filed with the Employee Benefits Office in the Human Resource Office each pay period at the employee's expense, while receiving compensation from the Short Term Disability Program.
- 15. The Short Term Disability Program will be funded with equal payments on September 1 of each year the contract is in effect. The amount of each payment shall be determined by the bus driver's average hours of their regular daily assignment as recorded during the final full payroll period of the preceding school year. The dollar amount of each payment shall be computed by multiplying the above aggregate number of hours times \$.06 per hour. If the fund is depleted during any year (September 1st August 31st), payments will be discontinued for the remainder of that year and members of this unit shall have no claim or recourse to establish compensation from the Short Term Disability Program. If there is a balance in the fund at the end of the fiscal year, this balance will be added to the next scheduled funding payment.
- 16. The union will collect enrollment cards that must be forwarded to the Employee Benefits Office. A duplicate will be kept on file by the Short Term Disability Union Committee.
- 17. The Short Term Disability Program will be controlled by the Board of Education. A committee of not more than three (3) union bargaining team members will be

selected by the Union President to assist in interpreting the provisions of the Short Term Disability Program to the membership and to advise the Employee Benefits Office of the Human Resource Office regarding the operation of the Short Term Disability Program. Final authority of the operation and interpretation of the Short Term Disability Program shall be vested in the Board of Education.

- 18. An employee on lay off, or a non-disability non-compensated leave of absence shall not be able to receive compensation days from the Short Term Disability Program.
- 19. Employees who are members of the Short Term Disability Program when laid-off or placed on a non-compensated leave of absence shall be allowed to continue their membership upon return to work or recall.
- 20. The Short Term Disability Program will be annually renewed September 1. The September 1, date will be the first date of the beginning of the thirty (30) working day window period.
- 21. The Board of Education shall, in its sole discretion, determine whether or not payments shall be made from the fund and to whom such payments shall be made. Any determination made by the Board shall be final.
- 22. Decisions made by the Board regarding the fund shall not be subject to the grievance procedure.
- 23. The Union in consideration of the Board accepting the obligation to make determinations regarding the fund, agrees to hold the Board, its officers, agents, or employees harmless from any and all liability of any nature whatsoever which may result from any action of the Board relating to the fund, including, but not limited to, the cost of defense of any claim filed against the Board.
- 24. The Union agrees, upon request, to defend the Board, its officers, agents, or employees in any suit brought against all or any of them regarding this Article of the master agreement, and to indemnify the Board, its officers, agents or employees and save them harmless from any and all claims, demands, awards, fees, costs, suits, lost wages or damages which may be imposed or assessed against all or any of them regarding this Article of the Master Agreement.
- 25. The Union further agrees that the Board will have no liability with reference to any actions it takes regarding the fund, except for the Board's failure to make the contributions called for in this Article.
- 26. Employees who are denied payment agree to hold harmless the Union and the Board of Education.

APPENDIX B JOB DESCRIPTION

Job Description	<u>Page</u>
School Bus Driver	31
Relief Bus Driver	34

SCHOOL BUS DRIVER

JOB DESCRIPTION

A. **OUALIFICATIONS:**

A candidate for the position of school bus driver must have reached their 18th birthday, have the ability to read and understand written instructions and make written reports. They must complete the following requirements: possess a valid driver license for operation of school bus, standard physical examination approval, evidence of citizenship and birth verifications and other requirements as determined by Human Resources.

APPEARANCE:

The candidate should continuously present a neat appearance, well groomed, with clean and appropriate clothing.

RELATIONSHPS WITH OTHERS:

The candidate for the position of school bus driver must relate well with others, be adaptable to working with children, and get along well with parents, teachers, and supervisors. Their appearance and manner with the public should reflect industriousness and helpfulness.

EMOTIONAL STABILITY:

The candidate should be patient, considerate, even-tempered, and calm.

CHARACTER:

The candidate must show dependability, initiative, leadership, self-reliance, honesty, and moral conduct above reproach. They must use appropriate language with parents, students, and staff. They must avoid the use of substances as mentioned in the D.O.T. regulations.

B. **SKILL REQUIREMENTS:**

The school bus driver should show satisfactory performance of such skills as:

- 1. Starting the engine.
- 2. Starting the bus in first gear and shifting through the gear series to high gear.
- 3. Stopping the bus smoothly from different speeds and in different gears.
- 4. Turning corners and curves.
- 5. Starting from a stopped position on an upgrade.
- 6. Backing and steering.
- 7. Signaling for turns and stops and for overtaking slower moving vehicles.
- 8. Showing judgment in driving according to road, traffic and weather conditions.
- 9. Maneuvering bus in limited quarters in order to:
 - a) Park parallel
 - b) Park diagonally
 - c) Turn bus around in a limited area
 - d) Pull out of a parking space
 - e) Back into or out of a parking area
 - f) Pull off road into a loading zone and return to roadway
 - g) Position bus for loading pupils at the school
- 10. Be able to operate vehicle without assistance after five days of employment.
- 11. Extra Trips: Must be capable of driving outside the district.

C. <u>DUTIES</u>:

It shall be the duty of the school bus driver to:

- 1. Check bus before leaving yard: lights, brakes, turn signals, gas, oil and tires
- 2. Start bus fifteen minutes before leaving the garage in the A.M.
- 3. Keep windows of bus clean.
- 4. Obtain and keep current a chauffeur's license.
- 5. Direct and assign seating of children on bus.
- 6. Maintain discipline of children on bus.
- 7. Report and maintain records of child count and registration of students.
- 8. Maintain a route book and note all changes promptly.
- 9. Prepare accident and incident reports whenever necessary, personal, vehicle, broken glass, student, etc.
- 10. Attend bus driver training classes, and first-aid classes at the direction of the Director of Transportation.
- 11. Have a knowledge of the Michigan Vehicle Code.
- 12. Have a knowledge of school bus policies relating to public transportation.
- 13. Have a physical examination every two (2) years unless medically required by D.O.T. standards.

- 14. Know the proper fire drill procedure, after receiving training.
- 15. Know how to use fire extinguishers and fuses.
- 16. Know emergency evacuation procedure.
- 17. Report in writing any bus repairs needed to the head mechanic.
- 18. Keep inside of bus clean, sweep after the P.M. run.
- 19. Wash back of bus whenever needed, so that lettering, lights, and license plate may be easily seen.
- 20. Have an accessible communication device for emergency communications.
- 21. Fuel bus during layover time when possible.
- 22. Perform other duties relating to job classification.

RELIEF BUS DRIVER

JOB DESCRIPTION

A. QUALIFICATIONS:

A candidate for the position of relief bus driver must possess all the qualifications and skill requirements as listed in the job description for the school bus driver.

Candidate should be selected according to qualifications and seniority.

B. <u>DUTIES</u>:

It shall be the duty of the relief bus driver to:

- 1. Relief drivers will have to cover their complete daily assignment before taking field trips.
- 2. Relief drivers will be rotated at noon and on in-district teams.
- 3. No refusals will be accepted on in-district teams as long as administration gives prior notice of at least 24 hours as this is part of a relief drivers' daily assignment.
- 4. Check routes according to check sheets, but not to correct drivers if they are wrong. The driver shall initial the check sheet before it is turned into the office.
- 5. Have the ability to drive all types of buses.
- 6. Be familiar with the complete school district: location of streets, subdivisions, and schools.
- 7. Be capable of reading maps in order to assign students the proper bus to ride
- 8. Have a knowledge of student discipline procedure.
- 9. Know the complete procedure of fire drills.
- 10. Know, when driving or checking a route, if it could be improved.
- 11. Be capable of copying bus routes and school boundaries from the original map.
- 12. Be capable of assisting new drivers in their duties.
- 13. Assist in such office duties as; answering telephone calls.
- 14. Perform other duties as assigned pertaining to job classification.