

K# 9526



# **DRIVER AND ATTENDANT MASTER WORK AGREEMENT**

**July 1, 2011 - June 30, 2016**

This Agreement is entered into between DEAN TRANSPORTATION and the DEAN TRANSPORTATION EMPLOYEE UNION, and is intended to reduce to writing, rules, regulations, work requirements, seniority provisions, compensation and fringe benefits, so as to provide for better communication and understanding between the parties, thereby promoting a viable employment atmosphere and environment.

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**SECTION A**

**GENERAL CONDITIONS  
FOR ALL  
COVERED DRIVERS AND ATTENDANTS**

**PREFACE**

This Agreement is negotiated to establish the wages, hours, working conditions, and other terms and conditions of employment in the bargaining unit. The parties recognize and will strive to ensure the safety of passengers and employees, efficiency of operation, maintenance of high standards, cleanliness, and protection of property. The parties mutually agree that the foremost consideration of this Agreement is the safety of our passengers, employees, customer staff, and community. The parties will make every effort to uphold customer standards and directives to achieve the most efficient and cost-effective transportation solutions, and neither party shall interpret any section of this document in a manner contrary to this commitment.

Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge the responsibilities under this Agreement. The Union (its officers and representatives at all levels) and all employees are bound to observe the provisions of this Agreement. The Employer (its officers and representatives at all levels) is bound to observe the provisions of this Agreement.

**ETHICS  
SECTION A-50**

Management and the employees in the bargaining unit are committed to making every effort to avoid conduct that is detrimental to the public confidence in the Employer or the DTEU. The Employer and Employees will make every effort to perform work in a manner that is safe, efficient, and exhibits common courtesy.

**OBSERVE PROVISIONS OF AGREEMENT  
SECTION A-100**

Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge the responsibilities under this Agreement.

The Union (its officers and representatives at all levels) and all covered employees are bound to observe the provisions of this Agreement.

The Employer (its officers and representatives at all levels) is bound to observe the provisions of this Agreement.

**EMPLOYER FUNCTION  
SECTION A-150**

The primary function of Dean Transportation, Inc. is to contract with various organizations, agencies and individuals to provide passenger transportation services, using trained and qualified management staff, drivers and other support personnel.

**EMPLOYEE FUNCTION**  
**SECTION A-200**

Employees will carry out work-assigned activities in a manner that brings credit to themselves, fellow employees, and the Employer, and to endeavor to enhance a pleasant and safe work environment for all persons.

**HEALTH RISK NOTICE**  
**SECTION A-300**

The Employer serves notice that ALL EMPLOYEES, through their course of employment with the Employer, risk the probable possibility of being exposed to persons with serious health risks and contagious and infectious diseases. Employees who are susceptible to health risks, females who are pregnant or are of a child-bearing age, should be particularly aware and alert to such probable exposure, and if at all concerned, should consult their family doctors regarding employment in this environment. By all means, at a minimum, employees should practice good hygiene by washing hands frequently, covering open sores, scratches, insect bites, and wearing plastic gloves when considered appropriate. Any employee concern pertaining to an infectious exposure should be reported to an appropriate Employer supervisor as soon as practical.

**PRIVACY NOTICE**  
**SECTION A-310**

The Employer and DTEU serve notice to ALL EMPLOYEES that through their course of employment with the Employer, they will likely be provided with information about passengers and/or organizations with whom the Employer contracts that is protected under FERPA, IDEA, or other applicable federal, state or local law(s), or customer policies. Employees are forbidden from disclosing protected information to anyone outside the Employer, or to co-workers unless necessary for work purposes, without permission from the Employer. Protected information regarding passengers may include, but is not limited to, locations, health concerns, behavioral aspects, relationships, work locations, school/program locations, or as provided for under applicable law, Employer policy, or customer policy. Forbidden disclosure includes conversation or any other method or format. Termination without recourse to appeal may be invoked by the Employer if it can be shown that information which should have been protected was disclosed.

**EMPLOYEE PROTECTION CLAUSE**  
**SECTION A-350**

- A. All Employees shall be covered by the Employer's General Liability and Umbrella Liability Policies, subject to the terms and conditions thereof and the employee must retain eligibility for coverage as determined by the carrier.
- B. All Employees shall be covered with Worker's Compensation Insurance for all work-related injuries and sickness subject to terms and conditions of the policy and applicable laws of the State of Michigan.
- C. Any case of Employment-related assault on an Employee during working hours or arising out of an Employment-related situation shall immediately be reported to a supervisor. The Employer shall conduct a prompt investigation, file appropriate worker's compensation forms and notify other authorities as appropriate. When an Employee is requested by the proper authorities to participate in the investigation or presentation of any incident, he/she shall not suffer any loss of pay or benefits.

- D. In the event of the death of a bargaining unit member while in the employment of the Employer, any unused Personal or Vacation Time accrued shall be paid to the designated beneficiary. This also includes retirement benefits as applicable.

### **STATEMENT OF NON-DISCRIMINATION POLICY**

#### **SECTION A-400**

##### 400.10

Recognizing the legal and moral prohibition against discriminatory policies and practices and with a genuine interest in protecting employees' rights, the Employer and the Union hereby agree they shall not discriminate against any applicant for employment or any employee based upon religion, race, color, national origin, ethnicity, age, sex, sexual orientation, height, weight, marital status, veteran status, genetic information, disability or handicap, or any other reason prohibited by law. Any employee with a protected disability who needs an accommodation for employment must notify the Employer in writing as soon as possible, and under the Michigan Persons with Disabilities Civil Rights Act such notice must be given within 182 days after the need for the accommodation is known by the employee or reasonably should be known. This policy shall be interpreted in accordance with applicable federal, state, and local law.

##### 400.20

In the administration of this Agreement, the Employer shall provide reasonable accommodation to qualified employees with a disability. The need for and extent of such accommodation shall be determined by the Employer in accordance with applicable law and such accommodation may be offered even if otherwise in conflict with another provision of this Agreement.

##### 400.30

Complaints based on this section are to be made in writing as soon after the alleged violation occurs as is reasonably practical, with such complaint being directed to the senior Employer supervisor available.

##### 400.40

The Employer may issue a MODEL POLICY regarding employee conduct and practice with the approval of the Union.

### **SEXUAL HARASSMENT POLICY**

#### **SECTION A-500**

##### 500.10

Sexual harassment by or against employees will not be tolerated by the Employer. Sexual harassment for the purposes of this Article is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- (1) Submission to the conduct is made either an explicit or implicit condition of employment;
- (2) Submission to or rejection of the condition is used as the basis for an employment decision affecting the harassed employee; or,
- (3) The harassment substantially interferes with an employee's work environment or creates an intimidating, hostile or offensive working environment.

##### 500.20

For the purposes of this policy, sexual harassment does not refer to behavior or occasional compliments of a socially-accepted nature as determined by a reasonable person. It refers to behavior which is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale, and

therefore interferes with the victim's employment effectiveness. Sexual harassment includes, but is not limited to, the distribution or displaying of sexually suggestive or related photographs, drawings, and graffiti; sexually degrading words and innuendoes; sexual advances and propositions; and verbal or physical abuse of a sexual nature.

#### 500.30

Any employee who believes they have been treated in a manner which violates this policy should bring their complaint to the senior supervisor available. In the event the complaint is against the supervisor, the employee should bring their complaint to the next level of supervision. All complaints of sexual harassment shall be carefully investigated and treated in as confidential manner as the circumstances permit.

#### 500.40

If, as a result of the investigation, the Employer determines that a violation of this policy has occurred, the Employer will take prompt and appropriate remedial action to eliminate the policy violation and to ensure that it does not reoccur. Any employee found to have violated this policy shall be subject to disciplinary action up to and including termination of employment.

#### 500.50

If, as a result of the investigation, the Employer determines that no violation of this policy has occurred or that no determination is possible, the Employer will notify the complainant and the alleged harasser of the results of its investigation and the reasons for its finding.

#### 500.60

Regardless of the outcome of the investigation, there shall be no retaliation against any employee for having made a good faith report of harassment or for having participated in the investigation process.

### **TRUST AND COOPERATION** **SECTION A-600**

As evidence of their determination to secure mutually beneficial, stabilized, and harmonious employment relations, each of the parties acknowledges and accepts responsibility for the fulfillment of their responsibility of their respective obligations under this Agreement and pledges full cooperation in carrying out its provisions.

Our goal is to develop an atmosphere of trust and cooperation where all employees have an opportunity to contribute to the success of the Company. Foremost, the Company and Union will cooperate to provide the safest, most efficient and desirable service on behalf of our collective passengers and customers.

Our working relationship will be based on commitment and communication to facilitate the desired goals of our Company. Respect, commitment, trust and cooperation of the parties must be the primary tools to insure the continued success of our Company.

The Union therefore agrees that there will be no interruption of services, for any cause whatsoever, by the employees it represents, nor will there be any concerted failure by them to report to duty nor will they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. Conversely, the employer agrees that it will not at any time, in whole or in part, withhold work from the Union nor the employees it represents, when such work is available and required by the organizations with which the employer contracts.

**UNION SECURITY**  
**SECTION A-650**

The Employer does hereby recognize the Dean Transportation Employee's Union (Union) as the exclusive representative and bargaining agency regarding wages, working conditions, grievance, fringe benefits, and other terms and conditions of employment for those employees covered by this Agreement.

650.10

The Employer and the Employee Union exercise their right, under Section 8(a)(3) of the National Labor Relations Act and the laws of Michigan, to agree to the following with respect to every employee covered by this Agreement:

650.20

**EMPLOYEE ELIGIBILITY**

All drivers and attendants who have successfully completed ninety (90) consecutive days of employment must either join the Dean Transportation Employee Union and pay membership dues or pay a service fee to the Union in an amount determined by the Union in accordance with applicable law. Membership dues and service fees must be paid current as determined by the Union. Upon notice to the Employer by the Union that a covered employee is delinquent in the payment of said fees, the Employer will notify the employee that he or she has thirty (30) days to comply with a delinquent fee notice. Such notice shall include written documentation of the Union attempts to collect outstanding dues or fees from the employee, as well as evidence provided by the union of the employee's obligation to pay such dues or fees. Any employee who fails to pay dues and fees current by the end of the thirty (30) day period will not be permitted to perform any further duties covered by this Agreement unless or until such employee complies with all State and Federal Labor Laws regarding dues/fees this Agreement, and DTEU reinstatement requirements. Furthermore, the Employer shall have no responsibility to compensate, create a new position for, or place the employee into any open non-covered position,

650.30

The Employer shall have no responsibility for the collection of Union membership fees, but may offer Employee payroll deduction(s) at the discretion of the Employer and DTEU, provided such deduction has been expressly authorized in writing by the Employee. The Employer will work in good faith with the Union to determine whether any new dues or fees structures envisioned by the Union may be supported by the Employer's payroll software.

Dues collected by Employer shall be remitted to DTEU when collected, including a list of Employees from whom dues were deducted.

All employees covered by this Agreement will be notified of their Beck Rights by the Union in accordance with state and federal labor laws. Upon receipt of their Beck Rights the employee will have the option/right to choose whether or not to become a member of the Union in accordance with applicable State and Federal Labor Laws. If an employee chooses to become a member of the Union the employee will pay dues or fees as determined by the Union constitution. If an employee chooses not to become a member of the Union, the employee will pay fees to the Union pursuant to its constitution and US Department of Labor requirements.

650.40

The Employee Union shall defend, indemnify and hold the Employer harmless against any and all claims, demands, suits, grievances or other liability, including attorney fees incurred by the Employer, that arise out of or by reason of actions taken by the Employer pursuant to this section.

650.50

MASTER LIST FOR DUES AND REMITTANCE

The Employer shall provide the DTEU with a weekly master list of all bargaining unit members which will include employee ID number, name, address(es), position, leave status if applicable, hire date and/or termination date, and other contact information (e.g. email address). It is mutually agreed that the intent of the list is to provide DTEU with accurate address and dues information, and shall not pertain to any other aspect of the Master Work Agreement. Such information will be provided in a reasonable electronic format

Deducted dues and fees shall be made available via check to the DTEU Treasurer or designee, at the same time as checks are made available to Employees.

650.60

REVIEW OF RECORDS

The Union, its agents or Stewards, will have the right to examine timesheets and any other records directly relating to the computation of compensation or fringe benefits of any employee in the bargaining unit whose pay is in dispute, provided that the employee whose compensation is in question has provided express written authority for the Union to review such records for the incident in question.

650.70

COPIES OF MASTER WORK AGREEMENT

Initial copies of this Agreement printed in booklet form shall be supplied by the Employer to all current employees covered by this Agreement and to the Union for distribution to all new employees. The cost of any replacement copies of this Agreement for existing employees shall be the responsibility of the Union should the union, in its discretion, decide to provide replacement copies.

650.80

UNION PARTICIPATION IN IN-SERVICE

When there is reasonable space available outside of the in-service meeting area, the Employer shall grant the Union the option to have a representative present to answer questions for employees, or to share information about the Union, the Master Work Agreement, and the benefits program under this Agreement. In advance of the meeting, the Employer will provide the Union with a list of covered employees who are expected to attend the in-service. The Employer shall not make any negative references to the Union during the Employer's interviewing, hiring, and in-service process, nor shall the Union make any negative references to the Company during such times. Such participation by the Union will not interfere with the Employer's meeting, nor will it interfere with any Employer-provided transportation (when applicable) for employees attending from offices across the state.

650.90

JURISDICTION

All work within the jurisdiction of the Union shall be performed only by employees in accordance with the provisions of this Agreement.

650.100

UNSAFE WORK OR CONDITIONS

When an employee believes that an unsafe working condition exists in their work area/place, the employee will immediately, or as soon as applicable, report the condition to the supervisor. The Supervisor will investigate the report, and make a reasonable effort to take action deemed appropriate. The nature of the action taken will be based on the seriousness of the condition.

No employee will be subject to disciplinary action by reason of the employee's failure or refusal to work in an environment that does not meet MIOSHA or applicable regulatory safety standards.

Within seven (7) working days after the report of unsafe working conditions is received, the Employer will furnish a written response to the employee and the Union. Complaints which arise under the application or interpretation of this section will be governed by MIOSHA workplace safety requirements, this Master Work Agreement, Employer Policies and Procedures, and Employer Directives.

650.110

**EMPLOYER CONTRACTS**

The Employer shall provide the Union with a copy of new or extended school district or public transit contracts within thirty (30) days of its receipt of a fully executed original, provided such contracts are subject to freedom of information disclosure and are not protected or deemed confidential under state or federal law. Union agrees that the purpose of its request for such documents is to ensure its ability to represent DTEU employees providing service under such contract. The Union will not disseminate in any form such contractual documents to any third party or the general public, and any decision to do so may waive any obligation of the Employer under Section A-650.110 of the current Agreement.

**DEFINITIONS**  
**SECTION A-700**

For purposes of this Agreement, the following definitions shall apply:

700.10

**EMPLOYER** shall mean DEAN TRANSPORTATION, INC. and shall include any of its designated representatives or supervisors.

700.20

**EMPLOYEE UNION** shall mean the organization which represents drivers and attendants employed by DEAN TRANSPORTATION, INC.

700.30

**EMPLOYEE COMMITTEE** shall mean those persons elected by the membership of the EMPLOYEE UNION to represent them in the official execution of this Agreement.

700.40

**CUSTOMER** shall mean any of those individuals or organizations with which the EMPLOYER contracts.

700.45

**WAGES, BENEFITS, AND COMPENSATION** shall be the terms to describe the manner in which an employee receives economic benefit from the Employer for work performed by an employee at the direction of the Employer under the terms of this Agreement. COMPENSATION shall comprise WAGES and BENEFITS. WAGES shall refer specifically to the hourly rate of pay an employee receives for the work performed under this Agreement. BENEFITS shall (unless otherwise specifically stated) refer to all other forms of COMPENSATION received by an employee in exchange for the work performed under this Agreement, including but not limited to health, dental, vision, life, or supplemental insurance premium or deductible co-pays, personal time or any other form of paid time off, provision to such time off whether paid or unpaid, Employer contributions to retirement plans, and any other economic benefit received by the employee outside of the employee's direct hourly wage.

700.50

SCHOOL BUS OPERATIONS shall refer to that section of the Agreement that specifically relates to the work conditions, compensation, and benefits for school bus drivers and attendants.

700.55

SHARED SERVICES shall refer to the types of collaborative services described under Section D-1000.115 of this Agreement.

700.60

PARA-TRANSIT AND TRANSIT OPERATIONS shall refer to Section C of the Agreement, which specifically relates to the work conditions, compensation and benefits of para-transit car, van, small-bus, and bus drivers. "CSS" shall mean the subset of Para-transit operations utilizing cars, minivans, and "service route buses" (regardless of size), which provides Americans with Disabilities Act-based service; this does not include vehicles designated at "Rural Service" by the transit agency. "Transit" Operations may also be considered to include services, such as fixed-loop employee shuttles.

700.70

EMPLOYER REPRESENTATIVE shall mean those persons designated by the EMPLOYER to represent the EMPLOYER in the official conduct of business under terms of this Agreement.

700.80

SUPERVISOR shall mean those persons designated by the EMPLOYER, and whose identity is made known to EMPLOYEES, as having authority to hire, discharge, or discipline employees.

700.90

ASSISTANT SUPERVISOR shall mean those persons designated by the EMPLOYER as having authority to give directions and instructions to EMPLOYEES. This position would include Dispatchers (including Sub Drivers when covering Dispatch), Route Planners, Mechanics, Trainers, and designated Office Staff, but shall not include the authority to discharge or discipline EMPLOYEES. Assistant Supervisors shall have the authority to temporarily remove from service a Driver, Sub Driver, or Attendant with pay for failure to follow a directive of the Assistant Supervisor, but must report such suspension immediately to the Driver's, Sub Driver's or Attendant's Supervisor, or the Regional Operations Manager in the Supervisor's absence, as well as the Assistant Supervisor's immediate Supervisor.

700.100

DRIVER shall mean those persons employed to operate motor vehicles, and who possess demonstrated skills, ability, and required certifications, licensing and/or training to satisfactorily perform work assignments as determined by law, or the Employer.

700.110

ATTENDANT shall mean those persons employed to assist in the care and orderly management of passengers, and who possess demonstrated skills, ability and required certification and/or training to satisfactorily perform work assignments as determined by law, or the Employer. Attendants have been classified in two categories: "Aide" and "Monitor" as defined under Section A-850.10 of this Agreement.

700.120

SUB DRIVER shall mean those persons employed to perform functions primarily during the expected short-term absence of drivers, and at a minimum, shall meet the same requirements as those for drivers. The Employer shall have absolute jurisdiction in the selection of these persons, but will accept applications for any vacancies from current drivers.

700.125

FLOATER shall mean those persons employed to perform functions primarily during the expected long-term absence of drivers and/or attendants, and at a minimum, shall meet the same requirements as those for drivers and/or attendants as applicable. The Employer shall have absolute jurisdiction in the selection of these persons, but will accept applications for any vacancies from current drivers and/or attendants.

700.130

SPORTS TRIP DRIVERS are a subset of the DRIVER group who perform functions primarily related to providing athletic or similar trips on behalf of the Employer's customer(s). This position is typically utilized as a bid position in an operation where a disproportionate number of sports or special trips are requested that are in conflict logistically with the operation's standard to-and-from school services, or where the trip requirements are not consistent with the typical fleet requirements at that location and/or operation, or where the complexity of such trips or the requirements of the customer indicate a dedicated driver to provide such service.

700.135

UNASSIGNED DRIVER shall mean those persons employed to operate motor vehicles, and who, for whatever reason, have not bid or received permanent assignment to a run, and at a minimum, meet the same requirements as those required for drivers. While this typically refers to newer staff drivers who have not yet attained bid rights pursuant to the terms and conditions of this Agreement, it may also refer to drivers who have attained bid rights, but for whom there are not presently any open/available runs to bid.

700.140

UNASSIGNED ATTENDANT shall mean those persons employed to assist in the care and orderly control of passengers, and who, for whatever reason, have not bid or received permanent assignment to a run, and at a minimum, meet the same requirements as those required for attendants. While this typically refers to newer staff attendants who have not yet attained bid rights pursuant to the terms and conditions of this Agreement, it may also refer to attendants who have attained bid rights, but for whom there are not presently any open/available runs to bid.

700.150

HEAD DRIVER shall mean a program- or building-specific driver selected by the Employer (after posting), whose additional duties may include employee training and assistance functions, but who has no authority to discharge or discipline employees, and at a minimum, shall meet the same requirements as those required for drivers.

700.160

VEHICLE shall mean various automotive-type propelled apparatus, which will include various types and styles of buses.

700.170

ABILITY shall mean:

- A. Being physically and mentally capable of operating the type of vehicle assigned, including any necessary adaptive equipment, effectively and safely.
- B. Being able to engage, manage, establish a positive rapport with and safely transport students, clients, passengers, teachers, program staff, parents, fellow employees, customer staff and the general public in a manner compatible with the general standards of conduct that should

reasonably be expected by the Employer, and as established and written in the Policies and Procedure Manual.

- C. Being capable of performing all required job function activities without mental or physical restrictions that would impair or impede the satisfactory performance of work requirements that could cause, or allow, any persons to be exposed to unsafe conditions. In the event of a handicap or disability as defined in applicable law, ability shall be determined after provision of reasonable accommodation.

700.180

QUALIFICATIONS shall mean:

- A. Being able to pass all required mental or physical health exams, and maintaining such performance standards at an approved level.
- B. Being able to obtain and maintain all required licenses and certifications.
- C. Being able to satisfactorily pass and maintain all training requirements.
- D. Being of lawful age.

700.190

ON-CALL shall mean an employment status wherein an employee has no regularly bid run and is not required to report to a work site on a regular basis. On-call employees may be contacted to cover drivers or attendants on leaves, long-term absences, vacations, or other unforeseen driver and/or attendant shortages.

700.195

GRANDFATHERED when used in this Agreement shall refer only to those senior employees hired prior to August 4, 1994 by the Employer and who have been mutually identified by DTEU and the Employer in a Letter of Understanding executed by DTEU and the Employer pursuant to the ratification of this Agreement.

700.200

SPECIAL TRIPS shall mean that transportation defined in Section B-900 of this Agreement.

700.210

SENIORITY The following definitions shall apply to all positions covered under this Agreement, but shall be subject to any rules of bid seniority, location seniority, or transfer seniority, as provided in subsequent sections of this Agreement.

- A. **DATE OF HIRE** shall be the first day for which an employee receives compensation.
- B. **SERVICE TIME** shall begin from the Date of Hire.
- C. **DRIVER SENIORITY** shall be defined as the bid seniority an employee has relative to other employees when bidding on an open driver position pursuant to the bid seniority provisions contained within Section A-800.

- D. ATTENDANT SENIORITY shall be defined as the bid seniority an employee has relative to other employees when bidding on an open attendant (aide or monitor) position pursuant to the bid seniority provisions of Section A-800.
- E. SUB DRIVER SENIORITY shall be defined as the date an Employee became a sub driver for the company (i.e., the date of assignment as a sub driver.)
- F. TRANSITION SENIORITY is the cumulative seniority recognized by the Employer for pay and/or bid purposes when a new Employee transitions from employment outside of the Employer to employment with the Employer when such transition occurs during the conversion of new services (not currently provided by the Employer) to the Employer.
- G. LOCATION/OPERATION SENIORITY is the cumulative seniority of an Employee for bid purposes for a given company location and/or operation.
- H. TRANSFER SENIORITY is the cumulative bid seniority that an employee is allowed to "transfer" with them to another position and/or location/operation pursuant to the terms of Sections A-800 and A-850.
- I. PAY SENIORITY is the cumulative seniority of an employee irrespective of bid seniority and in most instances shall be equivalent to an employee's Service Time. When an employee transitions to the Employer from another entity during the conversion of new services to the Employer, the Employer may at its discretion recognize transition seniority for purposes of wages and benefits, which may not necessarily correspond to the employee's transition bid seniority.
- J. SUPER SENIORITY is used in this Agreement to identify specific scenarios within the Employer's course of business where certain driver and attendants may have a higher level of bid seniority relative to other drivers and attendants covered by this Agreement, regardless of their overall seniority with the company, within the context of the Bid Seniority provisions established by this Agreement.

**EMPLOYEE ELIGIBILITY**  
**SECTION A-750**

- 1. Employees who do not meet minimum eligibility requirements specified in this Agreement, by law, rule, regulations or official Employer policy and procedure, shall be considered unavailable for work and compensation by the Employer and shall have 14 calendar days to resolve the discrepancy. If the employee does not resolve the issue within 14 calendar days, or if the employee cannot demonstrate that they have taken the appropriate steps to resolve the discrepancy, they shall be considered to have voluntarily quit.
- 2. Employees who later re-establish eligibility within their period of retained seniority would be eligible to bid on runs as they become available, or be assigned to vacant runs on a temporary basis at the discretion of the Employer. Employees whose eligibility is resolved within 14 calendar days shall retain their original bid seniority. Employees whose eligibility is resolved beyond the 14 calendar day window shall have their bid seniority frozen as of their original date of ineligibility.
- 3. If a customer the Employer contracts with to furnish an employee(s) advises the Employer in writing, giving valid reasons why they find a specific employee unacceptable, the specific employee will be removed from assignment to that specific contract, and will become eligible to

bid on other contract runs up for bid, be assigned by the Employer to temporary runs, or be laid off for lack of work in accordance with provisions of this Agreement.

If the Employer believes that the removal of an employee by the customer was required without merit, the Employer may at its discretion additionally compensate the employee some portion of hours lost (if applicable) as a direct result of the removal. Under such circumstances where the Employer has elected to compensate the employee for some portion of the hours lost, any subsequent decision of the employee to either not bid or not accept an assignment to a run that would reduce or eliminate the "hours lost" shall immediately give up any right to recover some portion of the hours lost. The employee may be required to work as needed by the Employer hours in addition to their new primary assignment in order to fulfill their compensatory pay hours guarantee.

### **BID SENIORITY** **SECTION A-800**

800.10

#### **GENERAL SENIORITY PROVISIONS**

##### **DRIVER SENIORITY**

A driver's seniority shall be (subject to any other position/location transfer provisions in this Agreement):

1. Effective on the first business day following the date of hire or driver certification, whichever is later.
2. If more than one (1) driver is eligible for seniority on the same day, seniority shall be determined by: (1) the employee's overall company seniority and (2) in the event of a tie, the alphabetical order of the last name, first name, and middle name in that order. A subsequent employee name change **shall not** change seniority status.
3. Maintained for a period of up to one calendar year if on sick leave approved by the Employer, except an additional calendar year may be granted with the approval of the Employer and DTEU upon written request by the employee.
4. Maintained as throughout approved leaves as per Sections D-200, D-300 and/or D-400 as applicable.
5. Maintained in compliance with applicable laws which may be in conflict with this Agreement.
6. May be fully or partially restored (based on Employer and DTEU consent) for any driver who accepts assignment or appointment to another job classification outside the scope of this Agreement, then later returns to driving.

##### **ATTENDANT SENIORITY**

An attendant's seniority shall be (subject to any other position/location transfer provisions in this Agreement):

1. Effective on the first business day following the date of hire or the date an employee transfers to being an Attendant, whichever is later.

2. If more than one (1) attendant is eligible for seniority on the same day, seniority shall be determined by: (1) the employee's overall company seniority and (2) in the event of a tie, the alphabetical order of the last name, first name, and middle name in that order. A subsequent employee name change **shall not** change seniority status.
3. Maintained for a period of up to one calendar year if on sick leave approved by the Employer, except an additional calendar year may be granted with the approval of the Employer and DTEU upon written request by the employee.
4. Maintained as throughout approved leaves as per Sections D-200, D-300 and/or D-400 as applicable.
5. Maintained in compliance with applicable laws which may be in conflict with this Agreement.
6. May be fully or partially restored (based on Employer and DTEU consent) for any attendant who accepts assignment or appointment to another job classification outside the scope of this Agreement, then later returns to attending.

#### 800.20

##### JOB POSTINGS

All applicants, for positions covered by this Agreement, who possess the experience and qualifications necessary to perform a job, shall be selected on the basis of seniority, subject to the seniority provisions outlined in the applicable Sections of this Agreement. The Employer shall retain the right to determine the experience and qualifications for such positions.

#### 800.30

##### BUS DRIVER SENIORITY FOR CDL-REQUIRED POSITIONS

CDL bus drivers who bid school bus or transit bus driving positions within the same location and/or operation of the Employer will retain their overall CDL bus driver seniority the same as if they had not transferred between school bus and transit operations.

#### 800.40

##### CLASSIFICATION SENIORITY

Subject to the Bid Provisions outlined in Sections B and C of this Agreement, Bid Seniority shall be classification-specific for the following three classifications: CDL-Driving positions, Non-CDL-Driving positions (including CSS "van" runs), and Attendant positions. Subject to the Bid Provisions outlined in Sections A, B, and C of this Agreement, Bid Seniority accumulated in one classification will not be considered when an employee bids into another classification.

#### 800.45

##### PAY SENIORITY

For purposes of compensation, regardless of their bid seniority relative to their position, location, and/or operation, employees will be compensated based upon their Pay Seniority, inclusive of any transition seniority recognized by the Employer, but excluding any benefits and/or rights not due to "on-call" employees or any other positions designated in this Agreement as not having this right.

#### 800.50

##### PROTECTION OF SENIORITY

Approved Leaves as administered under Sections D-200, D-300 and/or D-400 will not constitute a break in continuity and will not result in a loss of Bid or Pay Seniority.

Employees who experience temporary personal health issues that render them ineligible to bid within their position classification may be permitted with Employer approval to work in another position classification (subject to "bumping" protection as per B-400.05) without having been considered to have "transferred" into that position pursuant to A-850.30. The Employer and DTEU may jointly approve an employee's request to temporarily work in another position classification without being required to "transfer", but such request shall only be granted for extenuating circumstances, which shall not include requests only submitted for the basic convenience of the employee.

800.55

LOSS OF SENIORITY

Bid Seniority shall terminate when an employee changes to on-call status, and all seniority shall terminate when employees break their continuity of employment with the Employer, except as otherwise indicated under A-800.50.

800.60

Employees whose regular jobs are not covered by the DTEU under this Agreement will not work in a position covered by this Agreement, except for purposes of instruction or emergencies when represented employees are not available. Grievances arising over an alleged violation of this clause must be filed in accordance with normal Grievance and Arbitration procedure.

**BIDDING SENIORITY ROSTER**

**SECTION A-850**

(Subject to the common Bid Provisions of A-800, and except as otherwise specifically indicated in Sections B and C of this Agreement)

Except as it relates to the establishment of Position Seniority and any corresponding separate bid seniority for an employee as either a Driver or an Attendant, the language contained within this Agreement related to bidding, transfer rights, and/or transition rights is not intended to create a retroactive effect on the existing bid roster of employees at the locations and/or operations in existence or in transition at the time of ratification of this Agreement. It does, however, provide the guidelines for employees transferring between locations and/or operations during the term of this Agreement.

850.10

SENIORITY ROSTER

The Employer shall maintain a seniority roster showing the seniority for all eligible employees at each employee-assigned work location and/or operation, and it shall show the seniority of "Drivers", "Aides", and "Monitors."

"DRIVERS" FOR BID PURPOSES

For purposes of bidding the term "Drivers" shall include all bid-run (including special trip) drivers, substitute drivers, unassigned drivers, and floaters, but shall not include "on-call" or any other class of driver designated to not have bid rights under any of other section of this Agreement. All drivers (except "on-call" and any other class of driver designated to not have bid rights) shall accrue seniority in this category regardless of whether they work as a bid-run (including special trip) driver, substitute driver, unassigned driver, or floater.

ATTENDANT "AIDES" FOR BID PURPOSES

For purposes of bidding Aides shall maintain separate bid seniority from that of Drivers and Monitors, and shall not include "on-call" or any other class of attendant designated to not hold bid rights under any of other section of this Agreement. All Aides, including unassigned attendant aides, (except "on-call" and

any other class of attendant designated to not have bid rights) shall accrue seniority only within this sub-category of Attendants.

#### ATTENDANT "MONITORS" FOR BID PURPOSES

For purposes of bidding Monitors shall maintain separate bid seniority from that of Drivers and Aides, and shall not include "on-call" or any other class of attendant designated to not hold bid rights under any of other section of this Agreement. All Monitors, including unassigned attendant monitors, (except "on-call" and any other class of attendant designated to not have bid rights) shall accrue seniority only within this sub-category of Attendants.

850.15

#### MINIMUM BID ELIGIBILITY

Employees with less than six (6) months seniority shall not have the right to bid on runs, and the Employer shall have the right to assign such drivers as it deems appropriate. Additionally, to bid any run, a driver must be eligible and available to start the run at the specified time, except in the case of:

- A. Authorized sick leave,
- B. Authorized leave of absence,
- C. Authorized family medical leave, or
- D. Authorized vacation.

850.20

#### BIDDING BASED ON POSITION

Drivers can bid on Driver positions available at their location and/or operation based on their bid seniority date as a Driver, ability, qualifications and any bid seniority transfer conditions specified in this Agreement.

Aides can bid on Aide positions available at their location and/or operation based on their bid seniority date as an Aide, pursuant to their ability, qualifications, requirements of the run being bid, and other seniority transfer conditions specified in this Agreement.

Monitors can bid on Monitor positions available at their location and/or operation based on their bid seniority date as a Monitor, pursuant to their ability, qualifications, requirements of the run being bid, and other seniority transfer conditions specified in this Agreement.

850.25

#### TRANSITION EMPLOYEES

If the Employer assumes new contracts or the customer requests an expansion of services under an existing contract, any of which have existing drivers and/or attendants, and those drivers and/or attendants want to transition employment to this Employer, and they are accepted for employment, they shall have super seniority only for the transitioned run(s).

For bidding, compensation and fringe benefit purposes, the Employer may work with the previous employer and/or customer to establish the level of employee seniority and/or bid rights during the transition from the previous employer, which may include a waiver of all or the balance of their 90-day probationary period. As position vacancies occur on the transitioned run(s), the run(s) will be subject to the specified bid process in this Agreement, and bid based on the compensation and fringe benefit purposes established for such run(s).

The determination of the applicability of super seniority for transitioning employees may be granted for a specific set of runs (such as a district's runs as a subset of a new consortium), a specific run, or a group of runs that are related to the expansion at the time it transpires.

#### FORFEIT OF "SUPER SENIORITY" FOR TRANSITION EMPLOYEES

At such time that a transition employee elects to utilize the bid seniority that the employee has accumulated with the company since the original transition to bid on a run or position outside of the protected transition runs (for which the employee would otherwise hold super seniority), then that employee shall immediately forfeit any super seniority rights to the transition runs.

Existing Drivers and Attendants merely accepting vacant positions at other Employer locations are not considered "transition" employees and shall transfer as is provided for transferring seniority pursuant to Section A-850.30.

#### 850.30

##### RETENTION OF SENIORITY

School bus drivers who transfer to Transit or Para-transit driving positions requiring the same licensing certifications (excluding Para-transit "van" and "service route" bus runs) within the same location and/or operation shall continue their "driver" seniority the same as if they had not transferred.

##### LOSS OF SENIORITY AT TERMINATION

Employees who terminate their employment with the Employer and return do not maintain any of their original and/or cumulative seniority.

##### POSITION TRANSFER

Position Transfer provisions apply to those situations when a person covered by this Agreement transfers from one covered position to another (e.g. from Driver to Aide or from Aide to Monitor.)

##### LOCATION/OPERATION TRANSFER

Location Transfer provisions apply when a person covered by this Agreement transfers from one Location or Operation to another (e.g. a Driver from CSS transfers to Lansing School Bus as a Driver, or an Aide transfers from Charlotte to Grand Rapids as an Aide.)

##### TRANSFER OF BID SENIORITY (BETWEEN POSITIONS AND/OR LOCATIONS)

Drivers and Attendants shall be permitted to transfer between positions, locations, and/or operations subject to all of the following requirements:

1. There must be an open position into which the employee can transfer without "Bumping" (as per B-400.05) existing covered employees in that position, location, and/or operation.
2. The employee shall be permitted to transfer up to a maximum of ten (10) years of bid seniority based on their bid seniority in their current position as either a "Driver" or an "Attendant", **except** where the employee is transferring to a position requiring a higher level of certification, such as from "Monitor" to "Aide", "Monitor" to "Driver", or "Aide" to "Driver".
3. The employee's seniority as either a "Driver" or "Attendant" does not "freeze" within the current position classification if they transfer between driver or attendant status, nor does it "freeze" at a specific location and/or operation when the employee elects to transfer to another location and/or operation. This means that if an employee "returns" to a position or location and/or operation at which the employee has previously worked, it shall be treated as if the employee is transferring there for the first time, identical to a transfer to any other position, location, and/or operation.

4. Employee's do NOT maintain concurrent seniority in multiple positions, locations, and/or operations, but instead have the right to transfer up to the maximum stated amount of bid seniority to another position, location, and/or operation.
5. Nothing in this Transfer Section shall be interpreted such that the bid seniority of a transferring employee would supersede that of an employee who transitions from another entity during an expansion of service, or of any other employee protected under Section A-850.25.
6. While employees may transfer multiple times between positions, locations, and/or operations during this Agreement, employees shall be permitted only one (1) Transfer of Bid Seniority under this provision during the term of this Agreement, unless otherwise explicitly approved in writing by the Employer and DTEU. Unless otherwise explicitly approved by the Employer and DTEU, an employee who transfers more than once during the term of this Agreement shall do so with zero (0) transfer of seniority into the new position, location, and/or operation.
7. For a location and/or operation that was part of a transition of service from another entity to the Employer, super seniority (which shall take precedence over any seniority that a transfer employee brings into the location and/or operation) for employees at that location shall be recognized in the following order (but subject to the limitations within the provisions of A-850.25 regarding forfeiture of super seniority):
  - a. Employees who transitioned from the previous operating entity to the location and/or operation at the time of initial transition;
  - b. Existing employees from other Employer locations and/or operations who transfer to the new location and/or operation at the time of transition; and,
  - c. "Start-up Employees" who shall be defined as employees who were hired into an office during its first year of operation and have continued with uninterrupted service at the location since the time of transition.

#### ***TRANSFER EXAMPLES***

1. Example: If a 17-year driver elected to transfer to an open driver position at another location and/or operation, the employee would be permitted to bid at the new location and/or operation with 10 years of driver seniority (calculated as the lesser of their current bid seniority of 17 years as a driver or the 10-year maximum). If the same employee worked for 3 years at that new location as a driver (now with 13 years of combined driver bid seniority), then transferred back to the original location, the employee would be permitted to bid at the original location with 10 years of driver seniority (calculated as the lesser of their current bid seniority of 13 years as a driver or the 10-year maximum.)
2. Example: If a 17-year driver elected to transfer to an open attendant position at the same location and/or operation, the employee would be permitted to bid with 10 years of attendant seniority (calculated as the lesser of their current bid seniority of 17 years as a driver or the 10-year maximum). If the same employee worked for 3 years as an attendant (now with 13 years combined attendant bid seniority), then transferred back to driving in the same location and/or operation, the employee would be permitted to bid with 10 years of driver seniority (calculated as the lesser of their current bid seniority of 13 years as an attendant or the 10-year maximum.)

3. Example: If a 17-year aide elected to transfer to an open driver position at the same location and/or operation, the employee would be permitted to bid with zero (0) years of driver seniority. If the same employee worked for 3 years as a driver (now with 3 years driver bid seniority), then transferred back as an aide in the same location and/or operation, the employee would be permitted to bid with 3 years of aide seniority (calculated as the lesser of their current bid seniority of 3 years as a driver or the 10-year maximum.)

850.40

PART TIME EMPLOYEES

“On-call” employees are not eligible for benefits (compensation over and above their hourly wage) or to bid. Unassigned employees who do not achieve ninety (90) consecutive days of employment and who have not yet been assigned a run or who have given up a run are not eligible for benefits.

Drivers who work on an "on-call" basis and do not achieve ninety (90) days of consecutive employment shall remain an "at will" employee without benefits until such time as they achieve ninety (90) consecutive days of employment (e.g. actively covering an open position).

Employees who elect to change to on-call status (if such position is available) shall retain their seniority for hourly pay purposes (non-benefit), but shall permanently relinquish all bid seniority. Additionally, “on-call” employees who have completed ninety (90) consecutive days of employment then subsequently drop to “on-call” status or who remain in “on-call” status shall be subject to the following:

1. The number of “on-call” positions for any given operation, location, position, or geographic region shall be determined by the Employer.
2. An employee’s approval for an “on-call” position shall be at the discretion of the Employer, and may be eliminated at the discretion of the Employer.
3. Retention and utilization of “on-call” staff shall be at the Employer’s discretion with no bid seniority or other seniority rights implied between “on-call” employees for purposes of:
  - a. Assigning “on-call” staff to cover runs short- or long-term;
  - b. Requests by “on-call” employees to re-attain bid seniority; or,
  - c. In the event of a reduction in the number of approved “on-call” positions.
4. An “on-call” employee shall have no grievance rights as outlined under Section A-1300 of this Agreement. However, in the event that an “on-call” employee believes that the Employer is not fulfilling its obligation to the employee pursuant to this Agreement, the employee shall have the right to verbally present such complaint to his/her supervisor. Additionally, if requested by the employee, the appropriate union steward will participate in the discussion. The Employer will make every reasonable effort to respond within five (5) working days unless the nature of the complaint requires additional research and/or investigation.

On-call employees must notify the Employer of their desire to attain or re-attain bid seniority status in writing, and after achieving sixty (60) consecutive calendar days of employment shall (re-)establish bid seniority effective the first day after completion of their sixty (60) consecutive calendar days worked and shall be subject to all other terms of bidding, including Section A-850.50(F).

850.45

ELECTION OF PART-TIME STATUS IF APPROVED

In addition, employees who become financially limited due to events, such as capped Social Security Benefits, but wish to work on a part-time basis (pursuant to Subsection A-850.40), must notify the

Employer six (6) months prior to the event for consideration of part-time status for a period not to exceed ninety (90) days.

Any employee anticipating such a situation is encouraged to bid a run of appropriate duration and to forgo summer work and work outside of this Employer as appropriate to self-manage such situations. The Employer shall not manage and/or manipulate route development to minimize hours on behalf of an employee in keeping with the Employer's responsibility to develop runs in a safe and efficient manner on behalf of its passengers and customers.

This short-term status change may be achieved by giving up a bid run and thus, being assigned work by the Employer on a part-time scheduled basis as available and needed. Approval for such a request shall be at the discretion of the Employer and shall be contingent upon available staffing, which shall likely not include consideration of assigning a "Sub" to cover a run and which shall include consideration of whether the employee has personally taken proactive good faith steps to alleviate the likelihood of reaching such financial limitations imposed by entities outside of the Employer.

Although the minimum hour daily guarantees outlined in this Agreement remains applicable for such employees, the Employer cannot guarantee a minimum level or number of working days throughout the school year or summer. The employee relinquishes any right to the run (in whole or in part) that the employee was covering when their status changes to that of an unassigned or on-call driver for such purposes. However, an unassigned driver or attendant shall retain their bid rights under the presumption that the employee is available to return with ninety (90) days or the duration approved by the Employer, whichever is shorter.

850.50

#### GENERAL BID PROVISIONS

##### A. PRE-BIDDING RUN INFORMATION

Prior to designated starting dates of transportation programs which the Employer manages or furnishes employees for, the Employer shall furnish copies of available or anticipated runs for employees to bid on by seniority basis, starting with the highest seniority person eligible. The run sheets shall indicate the anticipated length of the program or service being bid on, if known, and any other pertinent information the Employer determines would be useful in the bidding process, which may also include (as permitted pursuant to any applicable passenger privacy laws) behavioral and/or medical information for such passengers that is known to and is available on the route sheet at the time of bidding.

Bidding shall be done in a continuous basis until completed, with no runs withheld or changed (except where changes in student information, late enrollees, etc. necessarily affect a given run) once the bidding has begun. Bidding may be observed by the DTEU Local Representative or at DTEU discretion by another person designated by DTEU.

- B. A driver may request to keep a company vehicle at their residence pursuant to regulations relating to the keeping and use of the vehicle specified in the section on vehicles in this Agreement. Drivers who move out of their area of residence after bidding on a run may be required to station their company vehicle at an Employer designated parking location if the Employer determines that the new residence location is an inappropriate location in relation to the location of their assigned run, or is an inappropriate location for the vehicle.
- C. When drivers operate their company vehicle from a company designated parking area, they shall not be restricted in the bidding of runs other than seniority, qualifications, and ability.

- D. Drivers may bid in person, or designate a person to bid for them, by providing such information to the designated bidding supervisor of the Employer in writing.
- E. If the type, size, or equipment needs of an assigned vehicle change after a run is bid, the current driver will be allowed to continue the run if they can satisfactorily meet the requirements of operating the substituted vehicle or equipment. If not, the Employer will attempt to arrange an acceptable run for such driver. If that is not possible, the driver will be laid off in accordance with provisions of this Agreement, and the run will be offered for bid.
- F. The Employer may, at the request of a customer whom the Employer contracts with, require vehicles to be stationed at specific locations, which shall become a condition of the bid, and such restriction shall be indicated on the bid sheet for bidding purposes, or if after the bidding period, shall be addressed according to language stated in other parts of this Agreement. The Employer will notify DTEU of any such requests by customers.
- G. Drivers who move out of the area where the Employer has driving jobs available, and elect not to drive to an existing employer location to perform employment, shall be considered a voluntary quit.

**EMPLOYEE LAYOFFS**  
**SECTION A-900**

900.10

Employees may be laid off when determined necessary by the Employer for lack of work, loss of transportation contract, or other valid reasons. It is recognized that the work schedules of the Employer are unique, requiring a flexible lay-off policy. Application and receipt of unemployment compensation will be in compliance with all applicable federal, state, and local laws and regulations. For purposes of this section, regularly scheduled school, program or customer down times or break periods are not considered lay-offs.

900.20

The Employer shall use the following lay-off policy:

A. FOR REGULAR RUNS

Any lay-offs for lack of work or other valid reasons will be accomplished by laying off employees starting with the lowest seniority upward, taking into consideration ability, qualifications, and other pertinent requirements of the Work Agreement, but shall not supersede an employee's "super seniority" rights as otherwise provided in this Agreement, nor shall it result in the bumping of employees who have been assigned runs pursuant to Subsections B-400.10 and C-400.10.

B. FOR SUMMER OR LIMITED WORK PERIODS BASED ON PROGRAM SCHEDULES

For scheduled bidding periods where there are substantially fewer runs for bid than there are available employees, the Employer will offer the choice of voluntary lay-off or work starting with the top seniority employees, and proceed down the seniority list until the number of employees needed to work is arrived at for each work location, provided that any such senior employee accepting voluntary lay-off does not apply for unemployment benefits, and with the additional exception that the Union shall designate either one (1) representative or steward at each bid

location who shall have super seniority such that the last driver or attendant position available for bid will be assigned to the designated representative if the representative does not otherwise have sufficient seniority to bid one of the remaining position(s). This representative shall be required to bid and work the entire run that is bid or assigned for the summer period in exchange for recognition of the "super seniority" provision.

C. INVOLUNTARY LAY-OFF

For those situations where there is a reduction in the number of runs, there are more employees than there are runs, the Employer shall lay off employees starting with the lowest seniority employee in the classification affected except that: (1) if there are senior drivers wishing to take voluntary lay-offs without drawing unemployment compensation in such circumstances, the Employer may accommodate their requests, and (2) the Union shall designate either one (1) representative or steward at each bid location who shall have super seniority such that the last driver or attendant position available for bid will be assigned to the designated representative if the representative does not otherwise have sufficient seniority to bid one of the remaining position(s). It would still be necessary for such employees to bid a run at regular bidding time.

Employees who do not bid runs and become eligible for work, may be assigned to vacant runs pending the opportunity to bid a run at the Employer's discretion.

Employees who have bid or hold runs in accordance with terms of this Work Agreement shall not be involuntarily bumped from their bid or assigned run as long as it is held pursuant to the terms of this Work Agreement, except those runs held by the lowest seniority employees up to the number of displaced senior employees.

When usual temporary circumstances (not more than five [5] consecutive program days) occur that substantially reduce the number of passengers on more than one run, the Employer may consolidate passengers on vehicles at its discretion, regardless of driver seniority. The Employer may offer lay-off or four (4) hour per day compensation for those employees who do not have runs, at its discretion.

The Employer will notify the DTEU of the procedures used during an unscheduled, long-term lay-off period, where there is a reduction in the number of runs, and there are more employees than there are runs.

Employee challenges to specific lay-off procedures of the Employer shall be made according to the Grievance and Arbitration procedure if not resolved informally with the Employer. If a challenge is made later than fifteen (15) calendar days after the action challenged commences, the Employer shall not be liable to pay more than fifteen (15) days lost compensation if the challenge is ruled valid. Employee recourse for any successful challenge in excess of fifteen (15) days compensation figured on the hours of the run shall be limited to immediate assignment to the run challenged.

**MANAGEMENT**  
**SECTION A-1000**

1000.10

The Employer, having the responsibility of managing the business, retains among its exclusive functions, the management of and direction of the work forces, including:

A. The right to determine schedules.

- B. The right to determine routes.
- C. The right to assign passengers, and change passengers.
- D. The right to determine appropriate vehicle and equipment purchases
- E. The right to assign vehicles and equipment.
- F. The right to determine appropriate training programs and content.
- G. The right to determine performance objectives for employees.
- H. The right to hire, discharge, suspend, put on probation, transfer, reprimand, or lay off employees pursuant to Sections A-900 and A-1100.
- I. The right to hire or appoint persons, at their discretion, to supervise or assist in the orderly conduct of its business.
- J. All other Employer activities not covered by the terms of this Agreement.

Complaints that the Employer has exercised this responsibility unfairly may be taken up through the Grievance and Arbitration provision of this Agreement.

**DISCHARGE - SUSPENSION - PROBATION POLICY**  
**SECTION A-1100**

The Employer shall notify the Union in writing or electronic format of any disciplinary action affecting an employee covered in this Agreement, which involves suspension with or without pay within 24 hours of such suspension. The Employer's commitment to notifying the Union of such suspensions shall in no way supersede or alleviate the employee's responsibility to notify and/or seek Union assistance (if desired by the employee), and it shall be the employee's full responsibility to do so pursuant to the processes approved by the Union and consistent with federal and state labor laws.

1100.10

**SCHOOL BUS DRIVERS AND ATTENDANTS**

The Employer will not discharge, suspend without pay, or put on probation or otherwise discipline (except as to the Customer's right to require removal of a covered employee under A-1200.50 and B-800(3)) any school bus driver or attendant having satisfactorily completed ninety (90) consecutive days of employment without cause. Employees with less than ninety (90) consecutive days of employment are considered "at will" employees, whose employment is at the pleasure of the Employer. Sections A, B and D of this Agreement apply to school bus drivers and attendants. During the transition of a service contract to the Employer, those Drivers and Attendants employed by the entity currently providing the service to be transferred to this Employer who elect to transfer their employment to this Employer and have completed ninety (90) consecutive days with their current employer shall be exempt from the standard ninety (90) consecutive day probationary / 'at-will' period unless explicitly indicated otherwise in their offer of employment.

1100.20

**PARA-TRANSIT DRIVERS**

The Employer will not discharge, suspend without pay, or put on probation or otherwise discipline (except as to the Customer's right to require removal of a covered employee under A-1200.50 and B-

800(3)) any para-transit driver having satisfactorily completed ninety (90) consecutive days of employment without cause. Employees with less than ninety (90) consecutive days of employment are considered "at will" employees, whose employment is at the pleasure of the Employer. Sections A, C and D of this Agreement apply to Para-Transit drivers. During the transition of a service contract to the Employer, those Drivers employed by the entity currently providing the service to be transferred to this Employer who elect to transfer their employment to this Employer and have completed ninety (90) consecutive days with their current employer shall be exempt from the standard ninety (90) consecutive day probationary / 'at-will' period unless explicitly indicated otherwise in their offer of employment.

1100.30

OPTION TO REQUEST RESIGNATION

Any employee who is discharged by the Employer shall have the option of requesting the Employer to change the discharge to a voluntary resignation, and having the Employer indicate in the employee personnel file that the employee voluntarily resigned. The request by the Employee shall be made within five (5) calendar days of the time of discharge. The Employer has the option of denying the employee request if the discharge was for acts of misconduct such as fighting or stealing.

**DISCIPLINE PROCEDURE**  
**SECTION A-1200**

Any suspension, probation, or reprimand against an employee by the Employer which is entered in an employee's personnel file, shall be in writing, with the Employee's knowledge, and shall enumerate the reason or cause for the action taken. However, no portion of this section or any other section of this Agreement shall be interpreted to abridge the Employer's right to discharge a 'probationary' or 'at-will' employee.

Employees who have completed their probationary period shall only be suspended for just cause and will continue regular pay while incident is under investigation. However, the Employer shall not be responsible for pay during investigatory suspensions for that period of time beyond the next meeting interval due to DTEU unavailability.

DTEU shall provide the Employer a current schedule of representatives available for investigatory meetings. DTEU shall make a representative available for an AM and PM meeting each business day unless other times are agreed.

Any Employee being suspended or discharged shall have the right to meet with a Union Representative pursuant to their Weingarten Rights, or as otherwise prescribed under applicable law.

Any employee who receives disciplinary action in the form of a written reprimand, probation or suspension shall be required to discuss such action with a supervisor.

Nothing in this section or any other section of this Agreement may be interpreted to abridge the right of any entity who contracts with the Employer to require the removal of a driver or attendant from a specific run, portion of the services provided, or under the contract as a whole. However, a contracting entity may not require the unilateral termination, specific discipline, or right to work at another location of any covered employee without the full benefit of the just cause protections afforded in this Agreement.

1200.10

STEWARDS

All stewards will be working employees and not "walking stewards." A steward will be allowed time off as may be reasonably necessary from his regular job to investigate and process grievances arising in his

designated area. However, time allowed for investigating and processing grievances will not interfere with the safe and timely completion of the stewards' regularly assigned tasks.

The DTEU representatives/steward will be paid at their prevailing rate of pay including overtime if applicable for the actual time they are in attendance as a representative or witness to an investigatory or disciplinary meeting for another member of the DTEU, but only in those instances where their presence was requested by the Employer, and such pay will only be available to a representative/steward working at the same location as the DTEU member. It will be the responsibility of the DTEU to identify and have available for each location a representative/steward to assist other members of the DTEU in such meetings, and the DTEU will be responsible for the compensation of any representative(s) for such meetings wherein their participation and/or attendance was requested by the employee or DTEU.

1200.20

EMPLOYEE INTERVIEW RIGHTS

Any employee who will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action against the employee, will be afforded the following:

- A. Prior to being interviewed regarding an investigation for any reason which could lead to disciplinary action, an employee shall be afforded an opportunity to contact a representative of the Union or a representative of the employee's choice to sit in on the interview.
- B. The employee will be informed prior to the interview, by the Employer, whether employee is the focus of, or witness in, the investigation.
- C. An employee who is the focus of an investigation will be informed of the nature of the investigation and the allegations.
- D. Interviews will take place at the Employer's facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere, or by telephone if the issue is time-sensitive and no immediate written statement is deemed necessary by the Employer.
- E. The Employer shall make a reasonable good faith effort to conduct these interviews during the employee's regular working hours or between routes, except for emergencies.
- F. The employee is required to answer any questions involving matters under investigation, and will be afforded all rights and privileges to which the employee is entitled under the laws of the State of Michigan or the United States.
- G. Interviews will be conducted professionally and within applicable state and federal law.
- H. In the event of a prolonged interview, the employee will be entitled to reasonable intermissions for restroom or time-sensitive matters.
- I. Interviews will focus on the scope of activities, circumstances, events, conduct or acts that pertain to the incident that is subject of the current investigation. Secondary questions regarding possible violations beyond the scope of the current investigation may be taken up thereupon with the intention of expediting the resolution of the matter for the Employer, employee, and DTEU, or as a subsequent investigation(s) depending upon the extent of any secondary issues.

If the Employer, employee, and DTEU agree to tape record the interview, a copy of the complete interview, noting all recess periods, shall be made available, to the Employer and the DTEU. If the

employee is subsequently charged and any part of any recording is transcribed by the Employer or DTEU, the other party will be given a copy at no charge.

1200.30

COPY OF INVESTIGATION REPORT

When an investigation has been completed against the employee, the employee and the Union will be furnished a copy of the reports of the investigation that will contain all information that is reasonably necessary to represent the employee, or as required by law, at no cost. The employee will also be furnished with the names of all witnesses and complainants involved in the investigation.

1200.40

PRE-DISCIPLINE REQUIREMENTS

An employee may be issued written reprimands, placed on probation, reassigned and/or transferred, suspended without pay, or discharged within the framework of 'just cause' work environment under the laws of the State of Michigan, including any applicable federal laws and employee protections.

1200.50

DISCIPLINE

Corrective discipline is a conservative approach to the disciplinary process. The intent is to give adequate notice to any employee whose actions are improper and/or inadequate so that they may improve their performance to acceptable standards. Except in cases of serious misconduct, principles of corrective discipline will be considered, taking into account the nature of the violation, the employee's record of discipline, performance, and conduct. Corrective discipline requires that just cause and due process be present.

The types of discipline that may be imposed, in no particular order, include, but are not limited to:

- A. Verbal Warning
- B. Written Warning
- C. Employer Mandated Counseling or Third-party Evaluation, separate from EAP Process.
- D. Single to Multiple-day Suspension(s) from Work
- E. Revocation of Eligibility to Work under a specific contract or departmental operation
- F. Discharge / Termination of Employment

The employee will be advised in each disciplinary action of:

- A. The incident (what happened)
- B. Reason for the reprimand
- C. What performance is expected of the employee
- D. What will take place if performance is not corrected or if similar incidents occur in the future

1200.60

ALL DISPUTES REGARDING DISCIPLINE

All disputes regarding discipline will be addressed through utilization of Section A-1300 "Grievance and Arbitration Procedure".

Grievances based on discharge will be handled in accordance with the Grievance Procedure, as provided in the contract, except that Step 1 and Step 2 of the Grievance Procedure may be omitted and the grievance may proceed directly to Step 3 in the grievance procedure.

**GRIEVANCE AND ARBITRATION PROCEDURE**  
**SECTION A-1300**

*(The contents of this Section do not apply to the discharge of an "AT WILL" employee.)*

1300.10

The grievance procedure is the problem solving process for disputes arising within and during this Agreement. The goal of this procedure is to solve the problem. Recognizing the value of important full discussion in clearing up misunderstanding, and preserving harmonious relations, every reasonable effort will be made by the Union and the supervisor to settle problems promptly before resorting to the written grievance procedure.

1300.20

**DEFINITION:** A grievance is defined as a complaint by an employee covered by this Agreement concerning the application and/or interpretation of the written Agreement. To assure timely information and resolution, such complaints shall be presented at Step 1 within 10 working days of when the employee knew or should have known of the occurrence of the facts giving rise to the complaint.

**ACCESS TO RECORDS:** In the course of a grievance discussion, the Union and employee will have access to the Company records that are reasonably necessary to represent the employee, pursuant to Section A-1400 of this Agreement.

**PARTIES MAY AGREE TO WAIVE STEPS:** Nothing herein will prevent the Company and the Union from agreeing to waive one or more steps of the procedure.

**STEPS:**

1300.30

**STEP 1:** An employee with a grievance shall first verbally present the complaint to his/her supervisor. If requested by the employee, the appropriate union steward will participate in the discussion. The supervisor will have 5 working days to investigate and answer the complaint.

1300.40

**STEP 2:** If the supervisor's answer does not resolve the complaint, the employee and their representative (if applicable) will have 5 working days to submit a written grievance to the supervisor on a form authorized by the union. The written grievance shall contain the following information:

- A. A statement of facts alleging the violation or misapplication of the Agreement, including the date of the occurrence.
- B. The specific section of the Agreement involved.
- C. The relief or remedy requested.
- D. The signature of the grievant and their representative (if applicable).
- E. The date that the grievance is submitted to management.
- F. The date and signature of the management representative receiving the grievance.

The supervisor will have 5 working days to investigate and answer the grievance. The answer shall be provided to the union steward, who shall date and sign the answer as received and provide a copy to the employee.

1300.45

### FIRST AND SECOND STEP SETTLEMENT PRECEDENT

The settlement of a complaint in the First or Second Steps of the grievance procedure shall not constitute a precedent in settlements in the grievance and arbitration procedure, unless otherwise agreed by the parties in writing at the time of the settlement.

1300.50

STEP 3: If the employee does not accept the supervisor's answer, the employee will have 5 working days to appeal the grievance to the CEO or his designee, who shall sign the grievance to acknowledge its receipt. The CEO or designee shall convene a meeting with the union to discuss and attempt to resolve the grievance at a mutually agreeable time within 5 working days. The CEO or designee will provide a written answer to the grievance within 5 working days following the meeting.

1300.60

### STEP 4: APPEAL BOARD

If the CEO or designee's answer is not acceptable, the grievance may be appealed to the appeal board within 5 working days of the CEO or designee's answer. An appeal at this level shall be heard by an appeal board made up of two (2) persons appointed by the union and two (2) persons appointed by the employer. The employee shall be notified by the employer of the date and time of the appeal board hearing. The chairperson of the appeal board shall be selected by the drawing of slips by the appointed members of the appeal board. The appeal shall be heard within fifteen (15) calendar days of the filing of the appeal, unless a delay is agreed on by the union and employer. The employee may have any one (1) person of their choice with them at the appeal hearing as an observer, or to represent them.

The employee shall be notified in writing as to the decision of the appeal board within five 5 working days after the hearing is concluded.

The four (4) members of the appeal board must vote a majority to effect a decision. The appeal board has the authority to confirm, modify, amend, or rescind any decision made at any prior Step, except the appeal board shall have no authority to:

- a) Add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- b) Establish or alter salary schedules.
- c) Rule on any matter not specifically set forth in this Agreement.

In the event the appeal board cannot reach a majority decision, the action taken at Step 3 shall stand, but may be appealed to Step 5. A majority decision of the appeal board shall be final and binding and may not be appealed further.

1300.70

### STEP 5: MEDIATION

If the appeal board fails to reach a majority decision, the parties may mutually agree to have non-binding mediation of the dispute by a mediator from either the Federal Mediation and Conciliation Service or the Michigan Employment Relations Bureau. If mediation is utilized, the time limit for appeal to Step 6 shall begin when the mediation is concluded.

1300.80

### STEP 6: ARBITRATION

If the appeal board fails to reach a majority decision and the grievance continues unresolved after Step 4, or Step 5 if used, the union may notify the employer of its desire to submit the grievance to arbitration. Such notice shall be in writing and must be submitted within 5 working days of the Step 4 decision, or

Step 5 conclusion if used. If the parties cannot agree upon an arbitrator, a list of arbitrators will be secured from the Federal Mediation and Conciliation Service for selection in accordance with its rules.

The fees and expenses of the Arbitrator shall be shared equally by the union and the employer. All other expenses such as attorney, witnesses, exhibits, etc., shall be paid by the party incurring them.

The decision of the arbitrator shall be final and binding on all parties.

The arbitrator shall have no authority to:

- a) Add to, subtract from, alter or modify any of the terms of this Agreement.
- b) Establish or alter salary schedules.
- c) Rule on any matter not specifically set forth in this Agreement.

1300.90

**TIME PERIODS:** The time periods established in the steps of the grievance procedure are jurisdictional and intended to expedite the process of resolution. They may be extended by mutual written agreement. Any time period not followed by the employee or union will result in a disposition of the grievance based on the employer's last answer; any time period not followed by the employer will result in the automatic advancement of the grievance to the next Step. If a grievance extends to Step 6 due to the Employer's failure to respond within a timely manner, and the Arbitrator finds in full favor of the employee, including all remedies sought by the employee, then the Employer shall pay the full fees and expenses of the Arbitrator.

## **EMPLOYEE RECORDS** **SECTION A-1400**

1400.10

### **PRIOR DISCIPLINE**

The Policy and Procedure Manual current at the time of an incident shall be used for the evaluation of the incident. On or before August 31, 2013, the Employer shall develop an overview of the types of policy violations or incidents that could ultimately be considered during a disciplinary proceeding, as well as the types of incidents or procedural violations that it considers as "pattern behavior" that could culminate in more serious disciplinary action. The Employer shall share this overview with Members of the DTEU Labor Management Committee to help provide DTEU a better understanding of the expectations and consequences of future infractions by its members, with the mutual goal of improving communication and proactively helping employees to improve their performance. Any enhancements or clarifications made over time by the Employer to this overview document shall be shared with DTEU.

Skills reviews, including ride-alongs, random audits, or evaluations, and positive recognition from customers and the Employer may also be included in the employee incident file to provide a broader context to the employee's overall work record.

Employees shall have the right to review their personnel file in accordance with applicable law, which includes the following:

- A. A written request for such review is made to the Human Resources Department by the employee.

- B. Review of the file is made in the presence of an Employer representative by appointment only, and provided on a first-come, first-serve basis, regardless of seniority.
- C. No documents are removed from the file; however, a request can be made in writing by the employee to the Employer for a copy of contents of the incident and/or personnel file.
- D. The review shall be on the employee's own time.
- E. The employee may, if in disagreement with any information contained in the file, respond by placing a written statement in the file, not exceeding five (5) pages of 8-1/2 x 11 inch paper per item of disagreement.
- F. Employees shall not review their personnel file, or receive copies of such, more than two (2) times per calendar year unless prior written approval is given by the Employer as a result of unusual circumstances, or pursuant to a grievance.
- G. Only one (1) employee may review their personnel file at a time with an Employer representative at any location.
- H. Employee will be responsible for a \$0.10 per page copy fee after the first 10 pages.
- I. It is understood and agreed by the Employer and DTEU that updated and electronic file methods are likely to become available. The Employer may implement processes that provide employees with equal or greater access to the files as outlined under items A – H of this section. Changes to items A – H of this section that would reduce employee access must be mutually agreed upon by the Employer and DTEU Central Committee.

**EMPLOYEE POLICY AND PROCEDURE MANUAL**  
**SECTION A-1500**

1500.10

The Union recognizes the right of the Company to establish reasonable rules and regulations for the safe and efficient conduct of the Company's business and reasonable penalties for the violation of such rules and regulations. All employees shall comply with the published rules and regulations. Changes or additions to such rules and regulation shall be furnished to the Union prior to implementation. The Employer shall make a good faith attempt to notify the Union thirty (30) days in advance of such changes where such updates are not related to a specific time-sensitive customer request, safety- or health-related matter, legislative update, or changes in industry "best practice" standards. Any changes or additions which create an inconsistency with the language in this agreement may be challenged under the grievance procedure.

1500.20

The Employer will issue such rules and regulations in the form of an official Policy and Procedure manual which is subject to the provisions of this Agreement. Employees shall be made aware of such policy and procedure by reviewing and signing a receipt for a copy of the manual. There may be a separate policy manual for each type of operation, and such updates as may be necessary, provided at Employer expense.

**EMPLOYEE NEWSLETTER, MEMORANDUMS AND NOTICES**  
**SECTION A-1600**

The Employer newsletter will serve as an official method for the issuing of Employer directions, instruction, job posting for covered positions, and suggestions in guiding employees actions and behavior. Such communication may form the basis of a new Policy or Procedure. Employer retains the right to publish newsletters at its own expense as a method of communicating with employees, and such employees are responsible to read all content contained in each newsletter.

**TRAINING - INSERVICE**  
**SECTION A-1700**

The Employer may offer various training manuals, slide, or video tape programs, and use other resource modes, as a means of assisting employees in improving their job performance, and employees must participate in any such specified training as directed by the Employer with pay.

**EMPLOYEE ADVANCEMENT OPPORTUNITIES**  
**SECTION A-1800**

In addition to the opportunities employees have within this Agreement to attain new skills or certifications and demonstrate proficiencies that enable them to move into different positions in which they are interested, the Employer may also notify employees of other open positions within the company. While retaining its full responsibility and discretion with respect to filling non-covered positions, the Employer encourages employees to share with Human Resources any interests they might have in any such openings outside of this Agreement.

**SECTION B**

**SCHOOL BUS OPERATIONS**

**DRIVERS**  
**SECTION B-100**

100.10

**NEW DRIVERS**

All driver applicants must complete an employment application supplied by the Employer, and must meet the minimum Employer requirements for employment, in addition to all local, state and federal requirements. No probationary driver shall be eligible for fringe benefits until they shall have successfully completed their probationary period. Following completion of the 90-day probationary period, the Union shall be responsible to provide the employee with a Master Work Agreement.

100.20

All provisions of Sections A, B, and D relating to School Bus Operations shall apply to all Drivers regardless of seniority, except as specifically indicated otherwise with respect to the “grandfathered” driver and attendant group, who have been mutually identified by DTEU and the Employer in a Letter of Understanding executed by DTEU and the Employer pursuant to the ratification of this Agreement.

100.30

**DRIVER BID SENIORITY** shall be determined pursuant to Section A-800

**SUB DRIVERS AND FLOATERS**  
**SECTION B-150**

150.10

**SUB DRIVERS**

All Sub Driver applicants must meet the minimum Employer requirements for drivers as outlined under Section B-100.10 and are covered by all requirements of said section. Sub Drivers shall typically have one (1) or more year(s) of experience with the company, but the Employer reserves the right to select employees with less experience if it determines that the employee’s work experience with the Employer and/or previous employers demonstrates the skills necessary to successfully work as a Sub Driver.

Sub Drivers whose location provides both School Bus and Transit/Para-transit services are required at a minimum to meet the General Skills and General Availability requirements of the Sub Position they hold, regardless of whether their primary report is School Bus or Transit/Para-transit.

Additionally, Sub B, C, or D drivers may notify the Employer of their interest in covering all four of the run types outlined under the General Skills to make themselves available to cover such runs even if they would not otherwise be required in order to pick up additional hours. An employee does so with the mutual understanding that this is provided as an opportunity to enhance skills, pick up additional hours, and demonstrate proficiency. The Employer and DTEU agree, however, that being available to cover additional work or desiring to cover all run types does not elevate the employee into another Sub category—the number of positions with respect to Sub categories shall be determined by the Employer based on need and such positions shall be posted for all interested and qualified unit members.

Sub Drivers shall fall into, at a minimum, the following categories based on Employer Needs:

#### A. SUB A

- 1) **General Skills.** "A" Sub Drivers are subs who are qualified and required to cover all driving and attending positions operated by the company, including all School Bus Runs, Transit and Para-transit Bus Runs, and Community Mental Health runs.
- 2) **General Availability.** "A" Subs must be available to work during the traditional school year and summer program, and may schedule their vacations any time during the year except for designated "blackout" periods. Blackout periods include, but are not limited to, the two weeks prior through two weeks following the start of the school year, the four weeks prior to the end of the school year, and a period of time concurrent with the opening of deer hunting season. "A" subs will normally be limited to one sub off during any week except with management approval during times when school is not in session. "A" subs can expect to be off work during designated off-peak periods, such as Christmas Break, Spring Break, holiday closures, etc.
- 3) **Work Priority.** "A" Subs shall only be utilized at locations or local offices that have both combined School Bus and Transit/Para-transit operations running out of said location, and the Employer shall designate a primary report (e.g. School Bus or Transit/Para-transit). Available employment opportunities during such times will be provided according to the Sub Seniority list, with priority given to Sub A's over B, C and D Subs. Sub A's are anticipated to work up to ten (10) more days than a regular driver during the traditional school year, and up to two (2) more days than a regular driver during a summer program if applicable.

#### B. SUB B

- 1) **General Skills.** "B" Sub Drivers are subs who are qualified and required to cover at least three of the four general run types for the driving and attending positions operated by the company, including School Bus Runs, Community Mental Health Runs, Transit Bus Runs, and/or Para-transit Bus Runs. This requirement may be waived by the Employer for certain run types if they are not operated out of a given location.
- 2) **General Availability.** "B" Subs with primary responsibilities for School Bus Operations must be available to work throughout the traditional academic year, and may also be required to work as needed during the Summer Program depending upon the reduction in runs during the summer. Sub B's may schedule their vacations as do other non-sub drivers and attendants, except the two weeks prior through two weeks following the start of the school year, the four weeks prior to the end of the school year, and a period of time concurrent with the opening of deer hunting season. "B" subs can expect to be off work during designated off-peak periods, such as Christmas Break, Spring Break, holiday closures, summer break, etc.
- 3) **Work Priority.** "B" Sub Drivers whose primary report responsibility is to Transit/Para-transit Operations are more likely to work during the traditional school closure periods than "B" Subs with School Bus focus, but shall still be subject to any reduction in service relative to reduced Transit/Para-transit demand through the year. Available employment opportunities during such times will be provided according to the Sub Seniority list, with priority given to Sub B's over C and D Subs. Sub B's are anticipated to work up to five

(5) more days than a regular driver during the traditional school year, and up to two (2) more days than a regular driver during a summer program if applicable.

#### C. SUB C

- 1) **General Skills.** “C” Sub Drivers are subs who are qualified and required to cover at least three of the four general run types for the driving and attending positions operated by the company, including School Bus Runs, Community Mental Health Runs, Transit Bus Runs and/or Para-transit Bus Runs. This requirement may be waived by the Employer for certain run types if they are not operated out of a given location.
- 2) **General Availability.** “C” Subs with primary responsibilities for School Bus Operations must be available to work during traditional academic-year periods, and can expect to be off work during designated off-peak periods, such as Christmas Break, Spring Break, holiday closures, Summer Break, etc.
- 3) **Work Priority.** “C” Sub Drivers whose primary report responsibility is to Transit/Para-transit Operations are more likely to work during the traditional school closure periods than “C” Subs with School Bus focus, but shall still be subject to any reduction in service relative to reduced Transit/Para-transit demand through the year, especially seasonal service reductions. Available employment opportunities during such times will be provided according to the Sub Seniority list, with priority given to Sub A’s and B’s over C Subs. Sub C’s are anticipated to work up to five (5) more days than a regular driver during the traditional school year, and up to two (2) more days than a regular driver during a summer program if applicable.

#### D. SUB D

- 1) **General Skills.** “D” Sub Drivers are subs who are qualified and required to cover Regular Education Runs, Combination Regular / Special Education (which are considered “regular education” by district and/or MDE guidelines), in-district Special Education services (for runs that were historically locally operated rather than as a part of a run designed for multi-district students transportation), and runs where a district shares services such as a common classroom or transportation with another district directly rather than as part of a county-wide regional consortium (such as neighboring districts sharing a common teacher/classroom or assisting each other for transportation.) The requirement to operate all of the aforementioned run types may be waived by the Employer for certain run types if they are not operated out of a given location.
- 2) **General Availability.** “D” Subs with primary responsibilities for School Bus Operations must be available to work during traditional academic-year periods, and can expect to be off work during designated off-peak periods, such as Christmas Break, Spring Break, holiday closures, Summer Break, etc.
- 3) **Work Priority.** Available employment opportunities during such times will be provided according to the Sub Seniority list, with priority given to Sub A, B, and C Subs over Sub D’s, except for the specific set of runs for which a position Sub D has been allocated. Sub D’s are anticipated to work up to three (3) more days than a regular driver during the traditional school year, and up to one (1) more day than a regular driver during a summer program if applicable.

- E. FLOATERS. In general, a Floater shall be assigned to longer term runs, which are typically expected to exceed three (3) to five (5) consecutive work days, or special trips that conflict with regular to-and-from school transportation. When the Employer is notified that an employee will be absent longer than three (3) to five (5) consecutive work days, at the Employer's discretion a Floater or on-call driver may be assigned to cover the run. Floaters shall be called into assigned work on the basis of their driver bid seniority at that office on a rotation basis, unless a particular run has a significant medical and or behavioral protocol with which a particular floater has experience. The Transfer Seniority provisions shall apply to Floaters. Floaters may schedule their vacations as do other non-sub drivers and attendants throughout the year.
- F. ON-CALL DRIVERS. In general, an On-call Driver shall be assigned to longer term runs, which are typically expected to exceed three (3) to five (5) consecutive work days, or special trips that conflict with regular to-and-from school transportation. When the Employer is notified that an employee will be absent longer than three (3) to five (5) consecutive work days, at the Employer's discretion an On-call Driver may be assigned to cover the run if no Floaters are available. On-call Drivers may be called into assigned work at the Employer's discretion given that they do not have any bid or seniority rights
- G. Drivers covered under this section have no claim to work at any other office and/or location outside of their home office, and as such, they may refuse any offer of work by the Employer away from their home office without penalty. However, in those instances where an employee is offered work at another location and accepts such work for a pre-determined period of time, the employee may be required by the Employer to fulfill such commitment.
- H. The "Sub Seniority" of a Sub A, B, C, or D driver shall begin on the date of assignment to the position as a Sub Driver. Floaters seniority shall be based on the employee's regular driver bid seniority. On-call Drivers shall have no recognized seniority date as on-call staff for bid or run assignment purposes in accordance with Section A-850.40 of this Agreement.

#### 150.20

##### GENERAL SCHEDULING

In general, a sub driver shall be assigned to shorter term runs, which are typically not expected to exceed more than five (5) consecutive work days. When the Employer is notified that the employee will be absent longer than the five (5) consecutive work days, at the Employer's discretion a Floater, unassigned driver, or on-call driver may be assigned to cover the run.

Whenever there is not enough work available for all the Sub Drivers in a given office, e.g., during Summer sessions, the Sub Drivers who are not able to work as Subs may bid on regular runs by their general Driver Bid Seniority, which shall include all their time worked as a Sub Driver.

Floaters shall be assigned work on the basis of their overall driver bid seniority at that location and/or operation, on a rotation basis, unless a given floater has previous experience covering a specific run.

The Employer typically expects to identify one (1) sub driver (Sub A, B, C, or D) for every ten (10) full-day runs, but reserves the right to adjust the ratio depending upon local office requirements and logistics, such as the number of attendants, the number of special trips, or other staffing factors. Sub A's are typically only expected to be utilized at locations with both School Bus and Transit Operations. Sub B's are typically more likely to be utilized at offices with an unusually high number of summer runs.

150.30

ADDITIONAL RESPONSIBILITIES

Recognizing that Sub Drivers assist in various driving, attending, and operational-related support capacities as needed, the Employer may also utilize subs to help in the auditing and correction of runbooks or runsheets as assigned. Subs may advise a Dispatcher, Route Planner, or Supervisor of possible problems with a Driver's runbook or runsheet, but Subs have no authority to change a runbook or runsheet without specific approval from an office Supervisor, Route Planner, or Dispatcher. Subs may also be required to move buses around the lot or between locations, deliver or pick-up items, and to help with general light maintenance, clean-up, and other miscellaneous office support functions, which may include phone and two-way support as needed.

150.40

COMPENSATION

Hourly compensation rates are listed under Attachment A to this Agreement.

150.50

OTHER CONDITIONS

In addition to specific sections listing "Sub Drivers" in this section, those sections listing "Employees" shall also govern sub drivers work requirements, benefits, and conduct.

**ATTENDANTS**  
**SECTION B-200**

The Employer and DTEU acknowledge that the provision of Attendant services for a customer by the Employer occurs at the customer's sole discretion. To the extent such services are requested of the Employer by the customer, the following provisions for Attendants shall apply (including any other sections of this Agreement referencing attendants directly or which apply to all covered employees):

All provisions of Sections A, B, and D relating to School Bus Operations shall apply to all Attendants regardless of seniority, except as specifically indicated otherwise with respect to the "grandfathered" driver and attendant group, who have been mutually identified by DTEU and the Employer in a Letter of Understanding executed by DTEU and the Employer pursuant to the ratification of this Agreement.

200.05

ATTENDANT

The "Attendant" classification shall comprise two Position Classifications: "Aide" and "Monitor". The Employer and DTEU jointly acknowledge that the expertise of the district / customer in assessing its passengers' needs relative to the qualifications of Aides versus Monitors shall result in the customer using its discretion with respect to approving a position classification (Aide or Monitor) appropriate for a given passenger or group of passenger(s). The Employer and DTEU also hereby acknowledge that outside of the control of the Employer or DTEU, differing customers at their sole discretion may adopt differing standards for the approval of an Aide or Monitor for a given type of student or group of students. Regardless of the employee's overall certifications and/or qualifications, the Employer and employee shall be compensated based on the position requested and approved by the customer.

AIDE: In general, "Aide" is intended to refer to a position approved by the customer (typically a school district) where the purpose of such position is to provide medical and/or behavior management support to a student or group of students who have been identified through an Individual Education Plan (IEP) or district / customer policy as requiring personal attention during transportation. The customer may also indicate whether the nature of the requirements of each affected passenger permits one Aide to provide such support, or whether additional Aide(s) are approved.

MONITOR: In general, "Monitor" is intended to refer to a position approved by the customer (typically a school district) where the purpose of such position is to provide general passenger assistance support to a student or group of students where the needs of the passengers are deemed by the customer to be less than those of a student with a significant medical and/or behavioral protocol.

200.10

NEW ATTENDANTS

All attendant applicants must complete an employment application supplied by the Employer, and must meet the minimum Employer requirements for employment, in addition to any local, state, and federal requirements. No probationary attendant shall be eligible for fringe benefits until they shall have successfully completed their probationary period. Attendants who work on a "call in" basis and do not achieve ninety (90) days of consecutive employment shall remain an "at will" employee without benefits.

200.20

COMPENSATION

Hourly compensation rates are listed under a separate section in this Agreement.

200.30

OTHER CONDITIONS

In addition to specific sections listing "attendants" in this section, those sections listing "Employees" shall also govern attendants work requirements, benefits, and conduct.

If there are areas of omission identified regarding attendants in this section, such information shall be brought to the attention of the Union and Employer as soon as known so as to allow expeditious resolution of this issue.

200.40

ATTENDANT BID SENIORITY shall be determined pursuant to Section A-800

**BIDDING SENIORITY ROSTER**

**SECTION B-300**

School Bus Operations shall follow the Seniority Roster and Bid provisions of Subsections A-800 and A-850, unless expressly stated otherwise under Subsection B-400 of this Agreement.

**DRIVER & ATTENDANT BIDDING OF REGULAR RUNS**

**SECTION B-400**

400.05

SCHOOL BUS ROSTER EXCEPTIONS TO SUBSECTION A-850

FALL BIDDING ROSTER AND "INTENT TO BID" (EXCLUDING SUMMER)

The "Fall Bidding" Roster shall reflect a separate list for the Driver, Aide, and Monitor positions. Employees shall notify the Employer (in a format provided by the Employer) of their intent to bid as either a Driver, Aide, or Monitor by July 31<sup>st</sup> at the latest. Prior to that date, the Employer may utilize the "Intent to Return to Work" form provided at the end of the immediately preceding school year to require employees to indicate their intent to return to work in the fall including their desired position.

### PROTECTION FROM "BUMPING"

During Fall Bidding as well as mid-year bidding (excluding Summer), employees may not transfer/bid into a different position unless there are enough open positions such that no employee currently in that position classification would be displaced. Accordingly, employees who indicate intent to transfer into another position may have such request denied if there are insufficient confirmed open positions at the time of bidding. However, the employee shall subsequently be permitted to do so at the next mid-year bidding if the aforementioned criteria are met, or if an available position remains un-bid by an eligible employee already in that position classification.

### SUMMER BIDDING ROSTER (OPEN BIDDING)

The Summer Bidding Roster shall contain both Drivers and Attendants listed jointly and according to the employee's seniority within their currently indicated position classification. Each employee shall be given the opportunity to bid into any position for which they are qualified and certified to work based on their current position classification and seniority within that position classification for the Summer Program. An employee's current position classification for the Summer Bidding Roster shall be determined by the position the employee indicated prior to the immediately preceding school year's Fall Bidding process, unless that employee formally transferred to the position classification sought in Summer Bidding during the immediately preceding school year.

400.10

All "Bid-run" Driver, Aide, and Monitor positions shall be subject to the bidding process, with the exception of the following student- and customer-based special circumstances:

### ASSIGNMENT

Certain runs may be withheld from the bidding process with notification to the Union. The Employer shall determine the runs that specific drivers may bid on based on the geographic area of the runs, special needs of the runs (attendant needed, etc.) and seniority of the drivers in that area. Assignment priority shall typically be given to those staff whose vehicle storage location or ability to meet at an Employer-designated area help to minimize the time or mileage for the district(s), and/or the ultimate cost of the run to the customer based on the customer's contract.

The Employer may assign runs without benefit of the bidding process as in past contracts when drivers live in those areas which are removed from the employer terminal area (such as Webberville, Dansville, etc.) Employer will notify DTEU of included areas before time of bidding.

### POSTING

Where multiple employees are able to meet the requirements of such a run, it shall be posted with the specific assignment qualifications of the run, such as that the driver must live in the district(s) served by the run and/or that priority shall be given to those staff whose vehicle storage location or ability to meet at an Employer-designated area help to minimize the time or mileage for the district(s), and/or the ultimate cost of the run to the customer based on the customer's contract.

### WAIVER

When there is a specific demonstrated basis, such as severe emotional needs, medically fragile, or one that has unusual circumstances that indicate an unusual demand, the Employer may, with the written approval of the Union, withhold specific runs from the normal bidding process. This most commonly applies during the Summer Program where the Employer and DTEU have in good faith worked to identify the student(s) and/or run(s) for which providing consistency for the students throughout the student's entire school year (both fall and summer) is in the best interest of the student.

400.20

RUNS WITH AN ATTENDANT

Runs that have an attendant assigned to the vehicle must be operated from the parking area designated by the Employer. Runs that are initially bid without an attendant, and are started at a driver's residence, must, if an attendant is added later, park the vehicle at the designated parking area of the Employer and start and finish the run from that location. If such change causes an inconvenience for the driver, or the driver cannot make such a change, the Employer will attempt to arrange for an acceptable run for such driver. If that is not possible, the driver will be laid off in accordance with the provisions of this Agreement.

400.30

RECOGNITION OF SPECIAL SITUATIONS AND PASSENGERS

It is recognized by DTEU and the Employer that Sub Drivers, Floaters, and Call-in staff are working in a potentially unfamiliar situation each time they are assigned a new run, including not personally knowing each passenger. To help ensure proper identification of all passengers, DTEU and the Employer shall continue to work together to identify, support, and enforce methodologies (e.g. seating charts for special education students), and possible partnership approaches with the customer that help support this effort.

**BIDDING OF NOON ROUTES AND OTHER REGULARLY SCHEDULED TRIPS**

**SECTION B-500**

All provisions in this section covering the assignment or bidding of noon routes or other regularly scheduled trips shall be secondary to the determination of which assignment of the route or trip is most beneficial to the contracting entity under the terms the contract or billing structure in place between the Employer and the contracting entity. For any group of runs to which the assignment of a noon route or other regularly scheduled trip has no material cost impact under the terms of the contract between the Employer and contracting entity (i.e. one run relative to another), the following standards shall be applied in determining the route or trip assignment:

500.10

After the regular bidding periods, any new noon runs or other regular program trips shall be assigned by the Employer to drivers with the lowest seniority who are not actually working their paid time per day, are reasonably located to the vicinity of the run, and have a vehicle that will accommodate the run requirements.

500.20

Any driver who is assigned such a run, and declines it, shall forfeit any minimum hour guarantee, and be paid at their actual time worked. The run shall then be assigned to the next driver on the seniority list until a driver accepts the run, or all who are actually working less than their paid time per day have been contacted.

500.30

When that list of drivers has been exhausted, such runs shall be offered starting with the highest seniority driver, who is not exceeding forty (40) hours of regular time per week, is reasonably located to the vicinity of the run, and has a vehicle that will accommodate the run requirements.

500.40

Such runs may be assigned at the discretion of the Employer, following the above as a guideline, when the run has students requiring the assistance of an attendant.

**EMPLOYEE BIDDING**  
**OF**  
**SHORT DURATION RUNS**  
**(Considered Summer)**  
**SECTION B-600**

600.10

Employees who indicate that they will not be bidding on a Summer run prior to Summer Bidding shall be excluded from the initial Summer Bidding process. Summer Bidding will be considered to be complete when all Summer runs have been bid by or assigned to drivers at a given location and any of the location's Summer programs has commenced. Employees who bid a Summer run, then subsequently give up their run prior to the completion of Summer Bidding, shall move to the bottom of the Summer Bid Seniority List, such that any bid-eligible employees who would not have yet had the opportunity to bid a Summer run due to seniority would have the first opportunity to decline any open Summer run that was part of the initial Summer Bidding.

600.20

Summer runs that become available after the start of Summer Bidding shall be available during the next open bidding to any qualified driver or attendant based on seniority, and the provisions of B-600.10 shall not apply. Summer runs that become available after June 30th shall not be bid for the remainder of the Summer Program.

600.30

All other appropriate conditions relating to bidding in this Agreement shall apply.

**HOLDING AND ASSIGNMENT OF RUNS**  
**SECTION B-700**

700.10

Runs bid by an eligible employee, who is then absent from work for approved reasons, including disciplinary suspension, for periods not exceeding those allowed by provisions of this contract, shall be held for the bid employee.

700.20

The Employer, at its discretion, may assign employees to runs which are vacant while bid employees are off for approved reasons, and to runs which are not bid when offered.

700.30

Runs that are offered for bid, and not bid, are eligible for an Employer-assigned employee, and shall be considered the same as having been bid at the time of bidding once assigned.

700.40

The Employer shall give notice of availability for bid within fourteen (14) calendar days (unless during a holiday period) of when a run becomes eligible for bid.

700.50

School-based runs that become available after April 30 of each year will not be bid for the remainder of the regularly scheduled school year and will be assigned by the Employer as permitted in this Agreement.

**EMPLOYEE ELIGIBILITY**  
**SECTION B-800**

Refer to Section A-750.

**SPECIAL TRIPS**  
**SECTION B-900**

Special Trips shall include classroom or program Field Trips, Athletic Trips, and other extracurricular school activities outside of traditional "to-and-from" school transportation. Special Trips do not include Community Based Instruction (CBI), Community Based Recreation (CBR), program-to-program shuttles, program-to-worksite shuttles, or similar regularly scheduled activities that are considered by the district, agency, organization, or Michigan Department of Education to be an extension of the student's or adult client's classroom or educational experience.

Most Special Trips are requested by local and intermediate school districts, community mental health organizations, and some third-party organizations to afford their respective students, adult clients, or members the opportunity to gain exposure to or participate in activities, events, or competitions that enhance the participant's educational or developmental experience.

900.05

**PROCEDURAL FRAMEWORK**

Given that most Special Trip opportunities for students and adult clients are requested by organizations or programs with limited financial resources, and are frequently self-funded by parents, adult client participants, or their sponsoring agencies, Dean and DTEU mutually commit to providing Special Trip services in the safest and most efficient and cost-effective manner possible. The following Special Trip procedures shall be mutually interpreted to achieve the most efficient transportation services possible for the districts and agencies for which Dean and DTEU provide services.

No procedure in this section shall conflict with:

1. Directive(s) of the district, agency, or organization with whom Dean is contracted to provide service, including:
  - a. Directive(s) regarding an individual student's transportation needs;
  - b. Directive(s) regarding an organization's collective student transportation needs; or
  - c. Directive(s) regarding the transportation methodology for a given Special Trip or Trips.
2. Dean's responsibility to provide the most-efficient transportation service available to its customers, including:
  - a. Provision of safe, dependable, and timely service;
  - b. Consideration of most efficient scheduling of drivers and vehicles; and,
  - c. Consideration of any customer contract provisions and costs as a function of the assignment of drivers and vehicles to Special Trips in relation to the driver's regular "to-and-from" school / program / work site service.

**Employer Responsibility for Other Provisions in this Section.** If any procedure (below) conflicts with the provisions of Paragraphs 1 and 2 (above), every attempt will be made by Dean to follow the spirit of the Special

Trip process, with the exception of those procedures that conflict with the needs or requests of the contracting district, agency, or organization.

900.10

DRIVER LIST

- A. There will be a separate sign-up list at the beginning of each School Year and Summer Program.
- B. Drivers will indicate their interest in driving Special Trips by signing up during the initial bidding.
- C. A list of available drivers interested in driving Special Trips will be posted at the office.
- D. The initial sign-up list will be put in sequence from highest seniority to lowest (regardless of bid group as long as the driver is properly licensed and certified). DTEU will immediately notify the Employer of any discrepancy it believes to exist in the sequencing of the driver list, which will be posted by the Employer subsequent to Fall and Summer Bidding, but prior to the start of Fall and Summer programming.
- E. Drivers added to the list after the beginning of the School Year or Summer Program will be placed at the bottom of the list in the order in which they signed up.

900.20

TRIP LIST

- A. A list of Special Trips will be maintained and posted at the office, or shall be available upon request.
- B. There will be a separate Special Trip list for each School Year and Summer Program.
- C. Each Special Trip will be recorded as received, and shall include:
  - 1. Time & date of call-in
  - 2. Control number of the Special Trip
  - 3. Brief Description of Trip
  - 4. Anticipated Bus capacity requirements
  - 5. Anticipated Special equipment needs
  - 6. Special Trip Considerations (by way of example, as additional Special Trip Considerations may exist based on customer):
    - a. Conflict with a driver's regular "to-and-from" school transportation schedule;
    - b. Drivers for certain programs (from which the Trip is departing and/or arriving);
    - c. Drivers for certain runs in closest proximity to the Trip;
    - d. Drivers whose regular run times do not likely risk the timely arrival at Trip locations;
    - e. Drivers of vehicles with certain capacities / equipment; or,
    - f. Special Requests of the district, agency, or organization.
  - 7. Driver assigned

900.30

ASSIGNMENT PROCESS

- A. Special Trip requests received more than one full business week (Monday through Friday) prior to the calendar week (Sunday through Saturday) during which the special trip is scheduled to occur are subject to

the following procedure (except as provided under "Alternative One-Week Lead Trip Posting" in B-900.30(A)(2)):

Special Trips will be offered to drivers as follows, subject to exceptions outlined under B-900.30(C) below:

1. TWO-WEEK LEAD TRIP POSTING ("Two-week Lead"). A list of Special Trips will be posted each Monday (or the next business day if the office is closed) for Trips scheduled to occur two calendar weeks (Sunday through Saturday) out. By way of example, a Special Trip list would be posted Monday the 1<sup>st</sup> for Trips scheduled to occur the week of Sunday the 14<sup>th</sup> through Saturday the 20<sup>th</sup>. Short school weeks, such as weeks affected by holidays may necessitate adjustment of posting and/or driver response and notification dates, with such changes posted by the office.

a. **DRIVER RESPONSE.** For offices adopting a Two-week Lead for the Special Trip assignment procedure, each Driver who wants a Special Trip for that posted week must submit a list of Trips (by Trip Control Number) that he or she is interested in driving, in the order in which they would like to take the trips (i.e. – in order of the most desired trip to the least desired trip). Drivers who want a Special Trip for that week must submit their lists no later than the close of the office on Friday of the posting week.

At the discretion of the office, Drivers may alternatively be permitted to sign-up for a Special Trip on the Trip Listing itself (as opposed to submitting a written list of Trips in the order desired.) Any difficulties in administering this type of sign-up, however, will require that Drivers submit desired trips in writing as described in the first paragraph of this subsection.

b. **DRIVER NOTIFICATION.** For offices adopting a Two-week Lead for the Special Trip assignment procedure, Drivers will be notified Monday (or as soon as possible if the office is closed, or there are delays in the Trip Assignment process) of the week immediately preceding the Trip's scheduled occurrence. Short school weeks, such as weeks affected by holidays, may necessitate adjustment of posting and/or driver response and notification dates.

2. ALTERNATIVE: ONE-WEEK LEAD TRIP POSTING ("One-week Lead"). The Employer may permit an office that experiences high volumes of late trip call-ins or itinerary changes to post trips each Monday (or the next business day if the office is closed) for Trips scheduled to occur the next calendar week (Sunday through Saturday), if it determines that doing so affords more efficient service to its customer by way of providing more accurate information to its drivers.

By way of example, a Special Trip list would be posted Monday the 1<sup>st</sup> for Trips scheduled to occur the week of Sunday the 7<sup>th</sup> through Saturday the 13<sup>th</sup>. Short school weeks, such as weeks affected by holidays may necessitate adjustment of posting and/or driver response and notification dates, with such changes posted by the office.

a. **DRIVER RESPONSE.** For offices adopting a One-week Lead for the Special Trip assignment procedure, Drivers must submit no later than the close of the office on Thursday of the posting week a list of Trips (by Trip Control Number) that they are interested in driving, in the order in which they would like to take the trips (i.e. – in order of the most desired trip to the least desired trip).

At the discretion of the office, Drivers may alternatively be permitted to sign-up for a Special Trip on the Trip Listing itself (as opposed to submitting a written list of Trips in the order desired.) Any difficulties in administering this type of sign-up, however, will require that Drivers submit desired trips in writing as described in the first paragraph of this subsection.

- b. DRIVER NOTIFICATION. For offices adopting a One-week Lead for the Special Trip assignment procedure, Drivers will be notified Friday (or as soon as possible if the office is closed, or there are delays in the Trip Assignment process) of the posting week.
3. Offices with high Special Trip volume, or especially a high volume of Trips that conflict with regular driver runs may elect to utilize two (2) separate and independently rotating Special Trip lists:
    - a. Weekday Special Trips: Weekdays from 4:00am to 5:00pm
    - b. Evening & Weekend Special Trips: Weekdays from 5:00pm to midnight, and Weekends
  4. Drivers are responsible for ensuring that they are eligible to drive any desired Special Trip based upon the Special Trip Considerations known to the office and drivers at the time of posting.
  5. ROTATION. Special Trips will be assigned to drivers based on the following rotation methodology:
    - a. The initial Trip assignment of the Fall or Summer program shall be determined by the Trip identified by the most senior driver (as determined by the current Special Trip "Driver List") as his/her most desired for that week. For offices utilizing an "Evening & Weekend" list pursuant to paragraph 3(b) of this section, Sub Drivers, Floaters, and On-call drivers shall not be included in the "Evening & Weekend" special trip rotation for trip assignment purposes given the opportunities they have to cover trips during the weekdays. However, Sub Drivers, Floaters, and On-call drivers shall be permitted to drive "Evening & Weekend" trips when regular run drivers are not available and may be assigned as any other driver under the provisions of D-900.30(B)(2) covering late trip requests.
    - b. Subsequent Trip assignments shall be made in the same manner, with the second Trip assignment determined by the Trip identified by the second most senior driver as his/her most desired for that week, or his/her second most desired if their first choice was assigned to the most senior driver. This assignment logic would be applied to each Trip (for that Trip week).
    - c. The above assignment process would continue until all Trips have been assigned. The assignment process could end with all trips assigned and only having gone partially through the "Driver List", or having gone through the entire "Driver List" and starting again at the top if there were more Trips to be assigned than available or interested drivers.
    - d. The following week's Trip assignments would commence with the first driver not to have received a Trip during the immediately preceding week's assignment process.

By way of example, if there were 93 drivers on the Special Trip Driver List, and the assignment process for the last Trip of the preceding week had been assigned to the 44<sup>th</sup> driver on the list, the 45<sup>th</sup> driver on the list would have the highest Special Trip Driver List seniority for the current week's Trip postings, given that he/she was the first driver unable to receive a Trip the previous assignment week.

The exception to the above example would be if a driver prior to the 44<sup>th</sup> driver had been unable to receive a Trip due to Special Trip Considerations or conflicts in run times out of the control of the that driver, then that driver would be at the top of the next week's list, followed by any other drivers with similar circumstances, and ultimately the 44<sup>th</sup> driver (as the first driver whom the "rotation" had not reached).

- e. A driver who elects not to participate in a Special Trip posting for a given week, or who declines a Trip offering for a given week shall be treated just as if he/she had driven a trip for that week for

“rotation” purposes. By way of example, if the 36<sup>th</sup> driver on the list does not participate or declines a Trip for a given week, and if the Trip assignment process ultimately ended with the 44<sup>th</sup> driver, the 45<sup>th</sup> driver on the list would again have the highest Special Trip Driver List seniority for the next week’s Trip posting—the 36<sup>th</sup> driver would still be eligible to sign up for Trips the next week, but only after the list from the 45<sup>th</sup> driver on had been exhausted, with the rotation going back around to the top of the list (1<sup>st</sup> driver) and down.

- f. A driver shall not be treated as having been assigned a Trip in the “rotation” if his/her regular run schedule or Special Trip Considerations precluded him/her from being able to participate in the Trip posting for a given week.
  - g. A driver shall not be treated as having been assigned a Trip in the “rotation” if he/she was unavailable for the entire Trip week due to Jury Duty, National Guard Duty, or the funeral of an immediate family member (including parents, siblings, children, grandparents, or grandchildren). Under extenuating circumstances, other exceptions may be granted by the office on a case-by-case basis.
  - h. Drivers shall not be penalized nor treated as having taken a Trip if late changes (including modifications to the Special Trip’s Special Trip Considerations) to the Trip remove the driver from being able to perform the Trip, either by way of conflict with existing runs, or by way of conflicts with the driver’s personal schedule created by the late changes.
  - i. Drivers shall not be penalized nor treated as having taken a Trip if the trip is cancelled by the group at any time after having been assigned to and/or accepted by the driver.
  - j. A driver shall be removed from the “rotation” for thirty (30) calendar days if they decline a Trip once assigned. Removal from the “rotation” under this section shall not occur if such late notice was the direct documented result of late notification of Jury Duty, National Guard Duty, or the funeral of an immediate family member (including parents, siblings, children, grandparents, or grandchildren). Late notification to the office by the driver for an event the driver had more than three days notification of does not fulfill the requirements of this exception. Under extenuating circumstances, other exceptions may be granted by the office on a case-by-case basis.
  - k. A driver that “no-shows” a trip assignment shall be treated as if they declined the trip after having been assigned, and shall be removed from the “rotation” for thirty (30) calendar days. Under extenuating circumstances, other exceptions may be granted by the office on a case-by-case basis.
- B. Special Trips that do not have a driver assigned one week (for One-week Lead scheduling) or two weeks (for Two-week Lead scheduling) prior to the date of the special trip are subject to the following procedure (except as provided under “Alternative One-Week Lead Trip Posting” in B-900.30(A)(2) above):
- 1. From the 14<sup>th</sup> calendar day prior to the Trip (for Two-week Lead scheduling), or from the seventh calendar day prior to the Trip (for One-week Lead scheduling) through the fourth calendar day prior to the date of the trip, drivers will be contacted in sequence from the driver list with an immediate response required. Drivers who cannot be contacted will not be counted as declining the trip.
  - 2. From the third day prior to the date of the trip the Employer will assign the trip to the first available driver. Appropriate entries will be made on the Special Trip and Driver Lists to document the occurrence.

### **C. Driver Assignment Exceptions:**

1. Drivers may volunteer their time for specific Trips in which they are interested, removing such Trips from the “rotation”, unless other Special Trip Considerations or similar circumstances preclude them from being able to drive the Trip. When drivers volunteer their time for specific trips, priority in assignment to the trip shall be given based on the following criteria and in this order:
  - a. The driver(s) who “brings” the group to the Employer;
  - b. A driver who has a familial relationship with or is a member of or volunteer for the group outside of the transportation service being requested; and,
  - c. In the event that multiple drivers fit the criteria above (and assuming one does not have priority as the person who “brought” the group to the Employer), then the volunteer assignment shall be determined by the interested drivers’ relative place in the rotation for the week in which the trip would have been posted for bid purposes.
2. Certain multi-day trips may utilize the same driver for consistency. The driver will be bypassed for the number of rotations equal to the number of days of the multi-day trip. If the trip is out of the area (i.e. – an overnight trip), the office will post the expected payable / work hours, and expected meal and overnight accommodation arrangements based on the group’s requested level of service.
3. Transportation associated with extensions of the school day, changes in location of the class experience, or class activities during regular school hours will be assigned to the driver(s) transporting students to that school and not considered to be Special Trips nor included in the rotation.
4. In general, for consistency and reliability of service for students, parents, adult clients, and/or staff, round-trips will be offered and performed as one (1) packaged Special Trip. However, if due to complex logistical considerations, it is more efficient for the customer to have the Trip provided by separate drivers, then Trips will be posted as such during the Special Trip posting process.
5. Any procedure or application of the “rotation” that would conflict with the Procedural Framework outlined in B-900.05 for a specific customer may result in deviation only from those procedures that conflict with the customer’s needs, requests, and/or contractual requirements, with such deviation noted so that DTEU may answer questions received from employees regarding the trip.
6. If a district or organization requests Special Trip services that conflict with a local office’s primary run schedule, at the discretion of the local office, specific Special Trip runs may be established to support the additional services requested.
  - a. Any such run(s) would be bid as a standing regular run similar to any other school year or summer program run(s), pursuant to the daily scheduling requirements of the run(s).
  - b. The local office will be responsible to ensure that administration of any such run(s) is conducted in the safest and most efficient manner from the district’s or contracting agency’s perspective, including consideration of any contractual minimum charges for both Special Trips as well as primary “to-and-from” school services.
  - c. At the discretion of the office, Special Trip run drivers may be used to supplement any Special Trip, as well as run(s) and/or route segment(s) of the “to-and-from” school transportation system to maximize the efficiency of the service on behalf of the district or contracting agency.

7. Certain special trips may be designated by the Employer as eligible to be bid upon by drivers of certain run types even if the special trip conflicts with their to-and-from school transportation. This exception is most directly applicable to a traditionally regular education run driver of a "small run" who may have the opportunity to cover a special trip with substantially more hours than the driver's regular run. By way of example, this could apply to a "small run" driver whose run is typically three (3) hours per day, but who may be available to cover a six (6) hour out-of-district special trip. However, other factors shall still be considered by the Employer, including but not limited to the complexity of the run, student behaviors on the run, and the run's service history, which could impact whether the Employer considers the run to be appropriate for such special trip exceptions.
8. If a situation arises whereby a driver is inadvertently missed in the assignment of special trips, or if Dean and DTEU later determine the driver was inappropriately "skipped" in the "rotation", the full remedy shall be that the affected driver(s) will be immediately placed at the top of the list (in the order of the rotation of the affected week if multiple drivers are involved) for the next week's available Special Trip posting with special rotation placement noted so that DTEU may answer questions received from employees regarding the driver's placement in the rotation. The driver(s) will also retain their original position in the rotation.

**DRIVER COMPENSATION**  
**SECTION B-1000**

The rate of pay shall be determined based on the Pay Grids in ATTACHMENT A OF THIS AGREEMENT. Compensation paid for any employee work shall be paid at their prevailing rate of pay at the time work is performed, except for special work, such as bus washing, which employees have the option of accepting or rejecting.

**SUB DRIVER COMPENSATION**  
**SECTION B-1050**

The following wages and benefits apply to Sub Drivers in addition to all other applicable Driver compensation aspects of this agreement.

- A. Weekend on call pay is in addition to wages for hours worked.
- B. On call compensation: \$25 Friday, \$35 Saturday, \$35 Sunday.
- C. Six (6) hour minimum guaranteed hours per day worked in the capacity of a Sub A, B, or C, and shall not apply to Special Trips when the four (4) hour daily minimum shall apply.
- D. Four (4) hour minimum guaranteed hours per day worked in the capacity of a Sub D, and shall not apply to Special Trips when the three (3) or four (4) hour daily minimum shall apply.
- E. Sub A paid per actual seniority plus \$1.00.
- F. Sub A's receive the equivalent of five (5) days paid vacation time as special compensation for their extended availability accrued in a manner consistent with Subsection C-1000.60.
- G. Sub B paid per actual seniority plus \$0.75.
- H. Sub C paid per actual seniority plus \$0.50.
- I. Sub D paid per actual seniority plus \$0.50.
- J. Sub C and D Drivers (as well as Floaters, Assigned and Unassigned Drivers) shall be paid an extra \$0.25 per hour for those instances in which they are asked to cover runs for school districts that are

both outside of the coverage area of their current regional office as well as any of the local districts that the regional office serves for that ISD. For example, the premium would not apply if a Lansing Office driver were helping to cover the run of a district for which it already provides service either directly or indirectly through its existing coverage area of Eaton, Clinton, and Ingham Counties and Ingham ISD as a whole. However, the premium would apply in those instance where the driver helps to cover a run for a district that is both outside of the geographic area covered by their regional office and outside of the ISD which their regional office serves (e.g. an Eaton ISD Driver covering a run for Albion Public Schools given that it is outside of both Eaton County and Eaton ISD, the coverage area of the Eaton ISD Office in Charlotte.)

**ATTENDANT COMPENSATION**  
**SECTION B-1100**

The rate of pay shall be determined based on the Pay Grids in ATTACHMENT A OF THIS AGREEMENT. Compensation paid for any employee work shall be paid at their prevailing rate of pay at the time work is performed, except for special work, such as bus washing, which employees have the option of accepting or rejecting.

**MINIMUM HOUR**  
**DAILY GUARANTEE**  
**SECTION B-1200**

1200.10

Employees shall be paid on a three (3) or four (4) hour guarantee for each day worked as specified in other sections of this Agreement, such as D-1000.110 and D-1000.115.

1200.20

An employee may not add the minimum hour guarantee to other daily hours worked in addition to normal daily hours to charge more than the minimum hours not actually worked.

1200.30

The Alternative Minimum may also take precedence over an Employee's actual time as outlined under Section D-1000.120.

**HEAD DRIVER COMPENSATION**  
**SECTION B-1300**

Head Driver will be compensated for full coordination of a school or program at a rate of one (1) additional hour per day in which they worked in such capacity. If coordination of a school or program is shared with another driver, then each driver shall receive an additional one-half (1/2) hour per day in which they worked in such capacity.

## SECTION C

### PARA-TRANSIT & TRANSIT OPERATIONS - GENERAL

#### EMPLOYER RESPONSIBILITY SECTION C-50

The Employer shall be responsible for the selection, employment, training, and compensation of all personnel required to fulfill contracts pertaining to these operations.

#### DRIVER QUALIFICATIONS, RESPONSIBILITY, AND TRAINING SECTION C-100

##### 100.10

##### QUALIFICATIONS

Driver applicants must meet, at a minimum, licensing requirements, physical requirements, criminal record check, ability requirements, and such other requirements as are required by law, the Employer, or the agency or organization with which the Employer contracts. Applicants must be familiar with the service area they serve, be able to read maps, write reports, and be able to count monetary values if applicable.

##### 100.20

##### RESPONSIBILITIES

Depending upon the nature of the service, drivers may be responsible for and required to assist passengers to and from the vehicle, entering and/or exiting the vehicle, with loading and/or unloading of packages, opening or closing vehicle doors, securing seatbelts, wheelchairs, and other mobility devices inside the vehicle, and other reasonable passenger assistance as may be required by customer policy, as well as the observance of all other employee responsibilities identified in this Agreement, policies and procedures, or other Employer directives.

##### 100.30

##### TRAINING

The Employer will provide at its expense all legally required training for drivers, including but not limited to policy and procedure training, passenger assistance training, training regarding the utilization of any specialized equipment required by the customer (e.g. MDT devices), as well as drug and alcohol abuse and awareness, first aid, and blood-borne pathogen training pursuant to any timelines imposed by the law, or customer or Employer policy. The Employer shall also be responsible for any periodic training updates and refresher courses as may be prescribed by law, or customer or Employer policy, including or possibly in the form of an annual in-service.

#### DRESS CODE SECTION C-200

At a minimum, drivers shall wear a blue shirt with buttons in front, navy blue pants and rubber-soled, black shined non-tennis shoes, or as required by customers. The Employer shall provide shirt and slacks, and the employee shall provide their own shoes according to company policy. Uniforms must be worn as prescribed by the Employer, and must be maintained in a clean, presentable condition by the employee. Drivers must maintain a clean and neat groomed appearance at all times when at work.

**BIDDING SENIORITY ROSTER**  
**SECTION C-300**

Para-transit & Transit Operations shall follow the Seniority Roster and Bid provisions of Subsections A-800 and A-850, unless expressly stated otherwise under Subsection C-400 of this Agreement.

**PROTECTION FROM "BUMPING"**

Employees may not transfer/bid into a different position unless there are enough open positions such that no employee currently in that position classification would be displaced. Accordingly, employees who indicate intent to transfer into another position may have such request denied if there are insufficient confirmed open positions at the time of bidding. However, the employee shall subsequently be permitted to do so at the next bidding if the aforementioned criteria are met, or if an available position remains unbid by an eligible employee already in that position classification.

**DRIVER BIDDING OF REGULAR RUNS**  
**SECTION C-400**

Subsection C-400 shall apply to all para-transit and transit runs, except that those para-transit and transit runs that have historically been bid alongside school runs at facilities operating both school bus and transit services shall continue to be bid under the provisions of A-800, A-850, and B-400.

400.10

All "Bid-run" Driver positions shall be subject to the bidding process, with the exception of the following passenger- and customer-based special circumstances:

**ASSIGNMENT**

Recognizing that most para-transit and transit operations do not permit vehicles to be taken home, certain para-transit and/or transit runs may be withheld from the bidding process with notification to the Union. The Employer shall determine the runs that specific drivers may bid on based on the geographic area of the runs and seniority of the drivers in that area. Assignment priority shall typically be given to those staff whose vehicle storage location or ability to meet at an Employer-designated area help to minimize the time, mileage, and/or ultimate cost of the run to the customer based on the customer's contract. Drivers who subsequently move out of such as area after bidding on a run may be required to station their company vehicle at an Employer designated parking location if the Employer determines that the new location is an inappropriate location in relation to the location of their assigned run, or is an inappropriate location for the vehicle.

**POSTING OF RUNS ELIGIBLE FOR ASSIGNMENT**

Where multiple employees are able to meet the requirements of such a run, it shall be posted with the Customer's or Employer's specific assignment qualifications for the run.

400.20

**BIDDING PERIOD**

Except those para-transit and transit runs that have historically been bid alongside school bus runs, the runs covered under Section C shall only be bid when there is an open position.

400.30

When drivers operate their company vehicle from a company designated parking area, they shall not be restricted in the bidding of runs other than by seniority, qualifications, and ability.

**WEEKEND RUN OPENINGS**  
**SECTION C-500**

All provisions in this section regarding the coverage of open weekend runs or other regularly scheduled trips shall be secondary to the determination of which assignment of the route or trip is most beneficial to the contracting entity under the terms the contract or billing structure in place between the Employer and the contracting entity. For any group of runs to which the assignment of a weekend run or other regularly scheduled trip has no material cost impact under the terms of the contract between the Employer and contracting entity (i.e. one run relative to another), the following standards shall be applied in determining the route or trip assignment:

500.10

After the regular bidding periods, any uncovered weekend runs or other regular trips shall be assigned by the Employer to drivers with the lowest seniority who are not actually working their paid time per day, are reasonably located to the vicinity of the run, and have a vehicle that will accommodate the run requirements.

500.20

Any driver who is assigned such a run, and declines it, shall forfeit any minimum hour guarantee, and be paid at their actual time worked. The run shall then be assigned to the next driver on the seniority list until a driver accepts the run, or all who are actually working less than their paid time per day have been contacted.

500.30

When that list of drivers has been exhausted, such runs shall be offered starting with the highest seniority driver, who is not exceeding forty (40) hours of regular time per week, is reasonably located to the vicinity of the run, and has a vehicle that will accommodate the run requirements.

**SPECIAL TRIPS**  
**SECTION C-550**

The provisions of B-900 shall apply equally to drivers covered by Section C of this Agreement, where drivers who bid or are assigned to runs under this section shall be permitted (if licensed and certified) to sign up for the Special Trip rotation regardless of their Bid Group.

**CONDUCT**  
**SECTION C-600**

Employees shall conduct themselves in a manner that is courteous, pleasant, polite and helpful. Employees shall be committed to work scheduled shifts and must be consistent in arriving on time to work for all assigned schedules. Para-transit drivers are to assist passengers into and out of vehicles, and when appropriate or necessary, carry packages or groceries, and assist passengers to and from the location of their pick-up or drop-off.

**VEHICLES**  
**SECTION C-700**

Employees shall operate all Company vehicles in a safe and accepted manner observing all traffic laws on public roadways and all Company policies on Employer property. All traffic violation citations, including parking fines, received by drivers while driving Employer vehicles shall be paid by the employee and reported to the Employer.

A pre-trip inspection must be performed in accordance with Section D-1300.

A driver who discovers a vehicle defect is to report same to the Employer designate for disposition. Drivers must fuel vehicles at the Employer fueling location, and complete such fueling records as required by the Employer. The Employer may issue additional instructions regarding vehicle use, which shall be made known to employees in writing.

**RECORD KEEPING**  
**SECTION C-800**

Employees shall maintain and complete all records and reports as required by law, the Employer or Customers. Employees shall keep an accurate account of all money, tokens, passes and other manner of fares required of them if applicable. Employees shall be familiar with all fares and charges so passengers are not over or under charged if applicable.

**TRAINING**  
**SECTION C-900**

Employees shall be required to participate in all training programs scheduled by the Employer.

**COMPENSATION**  
**SECTION C-1000**

1000.10

**HOURLY RATE OF PAY: PARA-TRANSIT BUSES**

The rate of pay shall be determined based on the Pay Grids in ATTACHMENT A OF THIS AGREEMENT. Compensation paid for any employee work shall be paid at their prevailing rate of pay at the time work is performed, except for special work, such as washing buses, which employees have the option of accepting or rejecting.

1000.15

**HOURLY RATE OF PAY: PARA-TRANSIT CARS, VANS, SMALL BUSES & TRANSIT BUSES**

The rate of pay shall be determined based on the Pay Grids in ATTACHMENT A OF THIS AGREEMENT. Compensation paid for any employee work shall be paid at their prevailing rate of pay at the time work is performed, except for special work, such as washing buses, which employees have the option of accepting or rejecting.

1000.20

**MINIMUM FOUR (4) HOUR AND ALTERNATIVE MINIMUM HOUR DAILY GUARANTEE**

Employees are guaranteed a minimum of four (4) hours per day for each day worked. If employees report for work, but are not assigned to work, the four (4) hour minimum does not apply.

The Alternative Minimum may also take precedence over an Employee's actual time as outlined under Section D-1000.120.

1000.30

**PAID BREAK PERIODS**

Employees can take one (1) fifteen (15) minute paid break every consecutive four (4) hour period worked, but it must not be taken at a time that disrupts passengers, dispatch or trips. The break shall be called into the dispatcher for approval as to when it can be taken. The Employer can designate certain periods of the

shift when breaks cannot be taken, such as during heavy schedule periods. Patterns of missed breaks are to be reported by the employee to the appropriate supervisor for discussion and resolution with the customer.

1000.40

NON-PAID LUNCH

Employees shall be entitled to a one-half (1/2) hour non-paid meal break per shift if a continuous shift is longer than six (6) hours. A longer non-paid period can be requested of dispatch and approved if the passenger schedule allows it, and it does not conflict with the company contract, or non-Employer scheduling procedure. Patterns of missed lunch breaks are to be reported by the employee to the appropriate supervisor for discussion and resolution with the customer.

1000.50

PAID TIME

Employees shall be paid from the time they are assigned a run by dispatch until they return to the dispatch office and complete their paperwork. Employees shall be diligent in not charging more time than they work or is necessary to do their assignments.

1000.60

PAID VACATION TIME

Drivers shall accrue Vacation Time (on hours worked in the performance of para-transit or transit operations) at a rate equivalent to five (5) days per full calendar year in a manner consistent with that of the Personal Time Compensation formula outlined under Section D-750(11) of this Agreement.

Vacation Time shall be permitted to carry over from year to year with a maximum accumulation of fifty (50) hours permitted—once the maximum accumulation is reached no additional time shall accrue until the employee schedules and uses such time for vacation purposes. Vacation days must be taken in one (1) consecutive period, as opposed to one day at a time, and shall be paid at the driver's prevailing hourly rate at the time taken.

Vacation Time shall be paid only when an employee schedules a vacation period. However, an employee shall be entitled to the cash value of any accumulated Vacation Time upon termination of employment.

1000.70

SENIORITY

Seniority will be used for the purpose of bidding on various schedules, and to the extent reasonable, will be used in determining who works during periods when passenger ridership is reduced. Due to the constant change in Para-Transit driver needs, the Employer and Union may need to meet periodically to address issues as they are identified.

1000.80

TIME OFF

Employees who wish to take time off must schedule such time off in advance with the Para-Transit Manager, or other designated person, as per the provisions of Section D-100.

1000.90

OTHER COMPENSATION AND BENEFITS

No other compensation or benefits not contained in Sections C and D of the Master Drivers and Attendants Work Agreement shall apply to para-transit and transit drivers.

## SECTION D

### COMMON PROVISIONS FOR ALL DRIVERS AND ATTENDANTS

#### EMPLOYEE TIME OFF SECTION D-100

Employees needing time off from work for any reason whatsoever must follow the procedure specified below:

1. Employees needing time off work must notify the Employer at their earliest knowledge that they will need to be absent from work. **Any driver taking time off must have a current run book on file at the office prior to any absence if they are required to prepare a run book.**

A. SICKNESS OR EMERGENCY

The Employer shall provide a written procedure for employees at each employment location to provide notification of their unavailability for work, the probable duration of their absence, if known or anticipated, and any pertinent information a sub driver would need to know about their run to do it appropriately and safely.

B. PERSONAL TIME

Any employee desiring Personal Time off must contact the appropriate personnel at their assigned employment location and/or operation to schedule time off in advance.

The Employer will make every effort to accommodate employees' personal leave request schedules, but may deny an employee taking Personal Time off if there is an unavailability of substitute drivers to do their assigned run. For requests submitted more than six (6) months prior to the scheduled leave, authorized time off will be approved on a seniority basis, and if there will be enough drivers available to cover runs. For requests submitted within six (6) months of the scheduled leave, authorized time off will be approved on a "first come" basis, and if there will be enough drivers available to cover runs. Late requests may not be approved. Deviations from the above policy may be approved jointly by the Employer and the DTEU.

#### SICK LEAVE SECTION D-200

##### 200.10

Employees off work as a result of sickness for three (3) or more consecutive working days must notify the Employer not less frequently than every Friday of their probable future availability for work, unless the employee is on a specific period sick leave.

##### 200.20

Employees off work for sick leave for a period exceeding two (2) consecutive weeks shall be required to apply for a Leave as per Section D-300.

##### 200.30

The Employer may require a medical return-to-work slip prior to the employee returning to work.

**LEAVE OF ABSENCE**  
**SECTION D-300**

300.10

The Employer may authorize up to thirty (30) calendar days leave of absence for unusual circumstances when requested in writing by an employee. Two (2) additional thirty (30) calendar day extensions may be approved upon a determination of reasonable necessity by the Employer:

300.20

Up to two (2) years leave of absence may be requested for exceptionally unusual circumstances by written request to the Employer, and granted upon written approval of the Employer. Such extended leaves shall be subject to ninety (90) day reviews by the Employer.

300.30

The Employer may require a medical return-to-work slip prior to the employee returning to work.

**FAMILY AND MEDICAL LEAVE OF ABSENCE**  
**SECTION D-400**

400.10

It is understood by both parties that Dean Transportation shall comply with the provisions of the Family and Medical Leave Act ("FMLA"). Family and Medical Leave shall run concurrently with other applicable time off and/or leaves of absence. Employees shall be required to include any accrued paid time off as part of the twelve-week period granted for any FMLA leave.

400.20

An eligible employee is permitted up to twelve (12) work weeks of FMLA leave, twenty-six (26) for covered service members, during a 12-month period measured from the employee's anniversary date of hire for leaves granted under the FMLA. The Employer, in its sole discretion, may grant extensions of such leaves, to a maximum of twelve (12) months, unless a longer period is authorized by another provision of this Agreement.

400.30

Employees are expected to apply for this leave as soon as they have knowledge that such leave is necessary. If it is not possible to provide thirty (30) days' advance written notice, the requesting employee should provide as much advance notice as practical under the circumstances. Employees shall make a reasonable effort to schedule treatment so as to not unduly disrupt the operations of the Employer.

400.40

Employees requesting such leave for a serious health condition must provide medical verification of the necessity of such leave by submitting a completed Certification of Health Care Provider form as maintained by the U.S. Department of Labor.

400.50

If the Employer questions the need for the leave or the adequacy of the medical certification, it shall have the right to obtain a second opinion, at the Employer's expense. If the two health care providers' opinions differ, a third opinion from a health care provider may be requested by the Employer mutually agreed upon by the Employer and the employee, which opinion shall be paid for by the Employer and which will be final and binding on the parties.

400.60

Where two (2) spouses work for the Employer, each will share the total permitted leave that either would be permitted under FMLA.

400.70

There shall be no loss of seniority or accrued benefits during the period of any FMLA leave. Employees must continue to pay the applicable employee portion of any insurance premium. For any leave extended beyond that permitted under FMLA, employees may arrange for the continuation of health insurance coverage at the employee's own cost, in accordance with COBRA. Employees are required to include any accrued paid time off as part of any leave permitted in this section.

400.80

Employees on FMLA leave who return to work on or before the expiration of an FMLA leave shall be returned to work to the position held prior to taking such leave. Employees who fail to return to work on or before the expiration of an FMLA leave can return to work in their prior position only if they request and receive an approved non-FMLA medical or personal leave and return to work on or before that additional leave period expires.

400.90

At a minimum, employees on FMLA leave for a personal medical issue for more than six weeks shall be subject to a Return To Work physical exam. If an employee fails to return to work at the conclusion of a family and/or medical leave or any authorized extension thereof, he or she shall be treated as a voluntary quit.

400.100

Use of leave for reasons other than those for which it is taken is prohibited. Misuse of leave time will result in discipline up to and including possible discharge.

**LEAVE WITHOUT APPROVAL**  
**SECTION D-500**

Any employee who is absent from a scheduled work assignment three (3) consecutive days without notification and approval of the Employer shall be considered to have voluntarily quit.

**VACATION TIME & SCHEDULING**  
**SECTION D-600**

- A. No more than four (4) percent of the regular bid run driving or attending positions may be approved for vacation (or non-medical / non-family emergency personal days) at any one time, except under special circumstances if approved by the Employer.

The number of employees assigned to a location must be considered independently for each location and/or operation.

- B. Employees with one (1) to nine (9) years seniority will not be allowed to exceed more than ten (10) business days vacation consecutively or otherwise in any one contract year (July through June.)

Employees with ten (10) to nineteen (19) years seniority will not be allowed to exceed more than fifteen (15) business days vacation consecutively or otherwise in any one contract year (July through June.)

Employees with twenty (20) or more years seniority will not be allowed to exceed more than twenty (20) business days vacation consecutively or otherwise in any one contract year (July through June.)

- C. Employees who have a vacation period scheduled may not schedule an additional period until the completion of the first scheduled period.
- D. Requests must be submitted in writing (on a form or in a format provided by the Employer) six (6) weeks prior to the scheduled vacation and will be approved on a "first come" basis if there are expected to be enough drivers available to cover runs allowing for adequate sub coverage for last-minute call-ins. "Approval" or "Denial" of the request shall be returned within one (1) week or five (5) business days in writing with notations as appropriate for "contingent approval" or "denial" of the request when applicable.
- E. Under extenuating circumstances, deviations from this policy may be approved jointly by the Employer and the DTEU upon a determination of reasonable necessity, and when sub drivers are available.
- F. Vacations are defined as three (3) consecutive business days or more and may not be bundled with Personal Time to exceed Vacation limits. However, as permitted under other sections of this Agreement, employees may request pay out of accumulated Personal Time during an approved Vacation period.
- G. Employees who attend a Funeral shall not have such time charged against their Vacation Time, provided that they provide advance notification and written evidence of said Funeral and their attendance.
- H. **Vacation Time Restriction.** For school-based runs, the following restrictions shall apply:
  - 1. Winter Holiday: For the school break period that has historically fallen at the end of December and/or beginning of January and typically comprising New Year's Day, no Vacation requests shall be granted for the week immediately preceding nor the week immediately following this holiday period.
  - 2. Spring Break: An employee shall not be granted more than one (1) week of vacation immediately preceding OR one (1) week of vacation immediately following the Spring Break period.
  - 3. Beginning and End of School Year: An employee shall not be approved for vacation requests that fall during the first two (2) weeks of the school start-up in the fall nor the last two (2) weeks of school at the end of the regular academic year.
  - 4. Summer Program: An employee shall not be approved for vacation requests that fall during the summer program where that employee has bid or been assigned a summer run.

**PERSONAL TIME SCHEDULING**  
**SECTION D-700**

- A. Personal Time requests shall be included in the number of employees scheduled to be off on any given day for purposes of determining approval for all Vacation and Personal Time requests.

- B. Employees may not schedule more than five (5) Personal Time dates on any given request and may not schedule additional date(s) or submit additional requests until the completion of the first scheduled period.
- C. All Personal Time requests shall be approved on a "first come" basis where there are expected to be enough drivers to cover runs, allowing for adequate sub coverage for last-minute call-ins.
- D. Under extenuating circumstances, deviations from this policy may be approved jointly by the Employer and DTEU upon determination of reasonable necessity where there are expected to be enough drivers to cover runs, allowing for adequate sub coverage for last-minute call-ins.
- E. Personal Time is defined as two (2) consecutive business days or less and may not be bundled with Vacation Time to exceed Vacation limits.
- F. Personal Time Restriction. For school-based runs, except for emergency or significant medical situations, the following restrictions shall apply:
  - 1. Winter Holiday: For the school break period that has historically fallen at the end of December and/or beginning of January and typically comprising New Year's Day, not more than two (2) days of Personal Time shall be granted for the week immediately preceding nor the week immediately following this holiday period.
  - 2. Beginning and End of School Year: An employee shall not be approved for Personal Time requests that fall during the first week of the school start-up in the fall nor the last week of school at the end of the regular academic year.
  - 3. Summer Program: An employee shall not be approved for more than two (2) days off for Personal Time requests that fall during the summer program where that employee has bid or been assigned a summer run.
- G. Request for Personal Time Payout. Nothing in this section shall abridge the employee's right to request a payout of the remaining Personal Time balance on the timecard (or by whatever method has been approved by the Employer), regardless of whether the employee actually took time off (i.e. the employee retains the right to "cash out" Personal Time.)

**PERSONAL TIME ACCRUAL**  
**SECTION D-750**

- 1. Employees shall accumulate Personal Time at a rate outlined under the appropriate Compensation subsections as determined by the employee's bid classification and/or hire date as set forth elsewhere in this Agreement.
  - A. New employees will not earn personal time until after they have completed their ninety (90) consecutive day probation period.
  - B. Any employee who is on disciplinary suspension, leave of absence or other non-work related absences, including non-work related sick leave, shall not earn Personal Time for those months absent.
- 2. Any employee may use credited personal time for any purpose.
- 3. Employees may accumulate personal time and may carry unused personal time from year to year.

4. Employees may request pay for accumulated Personal Time at any time with such request noted on the employee's timecard and will be paid for the number of hours requested (to the nearest tenth) up to the employee's remaining balance of personal time at the time of such request.
5. Personal Time shall be calculated on regular hours, extra assignments, field trips, and other non-regular assignment hours.
6. All Personal Time will be paid at the employee's prevailing straight-time base rate of pay at the time it is requested.
7. Personal Time cannot be added to a work week to accomplish overtime pay.
8. Personal Time cannot be added to vacation periods to get extended leave periods beyond the maximum allowed (under Section D-600) or approved for vacations.
9. Any remaining Personal Time shall be payable upon an Employee's termination.
10. **SCHEDULE OF MAXIMUM WEEKLY EARNABLE PERSONAL TIME.** Personal Time shall be calculated on the first forty (40) hours of the employee's work week. If an employee's regularly scheduled, bid and/or assigned run exceeds 40 hours per week, there shall be no forty (40) hour upper limit on the employee's weekly Personal Time calculation.
11. **PERSONAL TIME COMPENSATION.** All employees shall accumulate Personal Time per the schedule in this section (as outlined under Section D-750) for all work performed, according to the provisions specified elsewhere in this Agreement. Employees may use, or accumulate, earned personal leave time at their discretion, in accordance with rules for their use.

Full calendar year Employees shall accumulate Personal Time at a rate equivalent to the number of days below for actual hours worked:

<b><u>Seniority</u></b>	<b><u>Personal Time Accrual Rate in Days Per Calendar Year (254 Days)</u></b>
• 90 Days - 4 Years	7 Days per Full Calendar Year worked
• 5 - 9 Years	8 Days per Full Calendar Year worked
• 10 - 14 Years	9 Days per Full Calendar Year worked
• 15 - 19 Years	10 Days per Full Calendar Year worked
• 20 - 24 Years	11 Days per Full Calendar Year worked
• 25 + Years	12 Days per Full Calendar Year worked

Example of Personal Time Accrual:

*A 25-year veteran driver on a run that operates 40 hours per week earns personal time at the following rate:*

*Personal Time: 12 days of personal time per full calendar year worked (254 days)*

*Accrual rate = (12 days ÷ 254 calendar year days) x hours worked  
 = 0.047244 x 40 hours worked  
 = 1.89 hours accrued per 40-hour week*

12. PERSONAL TIME ADJUSTMENT/CASH-OUT DURING TRANSFER. Except where an employee is permitted to bid out of his/her position classification during the Summer Exemption period covered by Sections A-800 and A-850, employees shall be required to cash out their Personal Time at their rate of pay in the position in which they had accrued their Personal Time immediately prior to transferring into the new position. This is intended to prevent drivers accruing substantial Personal Time and later cashing it out as an Aide / Monitor, or vice versa.

**PAID BEREAVEMENT TIME**  
**SECTION D-775**

Employees with seniority of greater than one year shall accumulate Paid Bereavement Time at the accrual rate of two days per full calendar year (based on 254 days), subject to the following conditions:

1. Paid Bereavement shall be subject to a 24-hour maximum accrual and shall be payable only during bereavement periods for an immediate family member: parent, sibling, or child (including in-laws, step-family, or adopted.)
2. Any employee who is on disciplinary suspension, leave of absence or other non-work related absences, including non-work related sick leave, shall not earn Personal Time for those months absent.
3. Bereavement Time shall be calculated on the first forty (40) hours of the employee's work week.
4. Bereavement Time shall be calculated on regular hours, extra assignments, field trips, and other non-regular assignment hours.
5. Bereavement Time will be paid at the employee's prevailing straight-time base rate of pay at the time it is requested.
6. Bereavement Time cannot be added to a work week to accomplish overtime pay.
7. Employees may accumulate and carry unused Bereavement Time from year to year, up to the stated limits.

For recordkeeping purposes, accrued Bereavement Time may be tracked within the "personal" or "vacation" accrual schedule on the employee's check stub, or as otherwise determined by the Employer.

**DOCTOR EXAMINATIONS**  
**SECTION D-800**

**800.10**

The Employer has the right to require job-related medical examinations which are consistent with business necessity. The need for the examination may be triggered by some evidence or problem related to job performance or safety, or an examination may be necessary to determine whether an employee continues to be fit for duty. Medical examinations may also be required where necessary to determine if an employee with a disability is entitled to an accommodation and, if so, to help identify reasonable accommodations. Examinations may also be required to comply with federal or state law. The examination may be conducted by a medical doctor, doctor of osteopathy, psychologist or other qualified health care provider. The Employer will pay all medical costs associated with such exams.

800.20

Drivers will be paid one and one-half hours for time spent getting physical exams required as part of their normal employment requirements by the Employer's doctor, or for time getting other medical tests required by law, rule, or policy, such as tuberculosis test (including the follow-up check). The Employer will pay all medical costs associated with such exams.

800.30

Refusal to submit to a job-related, business necessitated medical examination by the Employer's doctor at the Employer's request shall be cause for immediate termination without recourse to appeal.

800.40

Nothing in this section shall be interpreted to require the Employer to pay for employee medical examinations, diagnosis, testing, treatment, therapy, or prescriptive/non-prescriptive drugs, for personal health conditions identified during the course of employment or arising from the Employer's administration of federal or state health regulations, guidelines, or recommendations, except where required by the Workers Compensation laws of the State of Michigan.

**INJURY PAY**  
**SECTION D-850**

850.10

If an employee incurs an employment-related injury and is injured to the extent that they cannot work further, the Employer will pay the employee for the day of injury based on their average hours worked.

850.20

If an employee is off work as a result of an employment-related injury for seven (7) work days, or less, before returning to work, the Employer will pay the employee for the number of days off work based on their average hours worked.

850.30

The average hours shall be figured on average run hours only, and shall not include extra assignments, field trips, or other non-regular assignment hours unless already scheduled. Average run hours will be calculated on the last full week worked of the current school year in the employee's capacity at the time of the injury.

850.40

The average hours pay shall not be paid for those days off work that the Employer's doctor determines the employee is capable of working.

850.50

If an employee is off work as a result of an employment-related injury that exceeds seven (7) work days, and requires the filing of a *Form 100* by the Employer with the Michigan Department of Labor, the Employer will pay the employee for the day of injury, and the Employer's Workers Compensation Insurance Company is responsible for employee compensation covering the remaining days off work.

850.60

The Employer may require a medical return-to-work slip prior to the employee returning to work.

850.70

An employee who is off work within the framework of this section must be available to be contacted and respond the same day to contacts made by the Employer or its medical representatives, including treating physicians, medical review officers, medical staff, or any agents thereof, or the employee shall forfeit any right to compensation under this section until making contact, with no retroactive claim for payment.

850.80

Employees must direct all questions covered by the framework of this section to Human Resources (or its designee), and any failure to do so shall not alleviate the employee from any requirement of this section.

**ALCOHOL AND DRUG USE AND TESTING**  
**SECTION D-900**

900.10

No employee shall use or consume any alcohol for a consecutive period of eight (8) hours prior to reporting for work, or during any work period. No employee shall use or consume at any time any drug that would adversely affect the employee's ability to safely perform a safety-sensitive function while on duty.

900.20

No employee shall use, consume, or be in the possession of any alcohol or illicit drug on Employer/Customer property, including in vehicles.

900.30

The Employer may, at its discretion, require that employees submit to the following tests: post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing as mandated by U.S. Department of Transportation (USDOT) regulations, or as required by any other governmental laws or regulations, Customer or Company requirements.

900.40

The Employer will only use credible testing programs, such as doctors or local medical facilities, as defined by applicable federal, state, or local guidelines, for any required testing, which could include testing of breath, urine, blood or saliva.

900.50

Upon an initial positive test result for illicit drug use, or an initial test result showing an alcohol concentration of 0.020 or greater, a second, more sophisticated test will be utilized for confirmation purposes. The second test utilized for verification of drug use will be gas chromatography/mass spectrometry (GC/MS). The second test utilized for alcohol concentration will be a confirmatory breath alcohol test, or as otherwise mandated by state or federal law.

900.60

Following the confirmatory test being run, all testing results shall be reviewed by the employer's acting medical review officer before being reported to the Employer, pursuant to USDOT regulations.

900.70

Any employee whose confirmatory test, as per D-900.50 of this Agreement, is positive for the use of illicit drugs or the misuse of legal substances, or shows an alcohol concentration of 0.020 or greater shall be terminated without recourse to appeal.

900.80

Any employee whose confirmatory alcohol test results in a measured alcohol concentration of 0.020 and greater shall be advised by the Employer of the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

900.90

Per USDOT regulations, the Employer will not be responsible for any costs incurred by the employee for the purposes of drug abuse or alcohol misuse rehabilitation counseling as provided by an SAP. The Employer will pay for employee's time spent for directed testing and for the cost of testing.

900.100

Each employee shall sign a consent form, and a failure to sign such consent form shall result in termination without recourse to appeal.

900.110

Failure of an employee to accept testing when directed by the Employer shall result in termination without recourse to appeal.

900.120

Employee test results will remain confidential except when disclosure is required by law or this work agreement.

900.130

In the event any Employer alcohol or drug testing requirements conflict with local state, or federal law, except where such requirements have been negotiated by the Employer and the Employee Union to exceed such laws, the applicable law shall take precedence. The Employer will comply with all local, state and federal drug and alcohol testing regulations including specifically those issued by the U.S. Department of Transportation.

900.140

In the event a Customer contract requires drug or alcohol testing for employees that exceed requirements in this Agreement, employees bidding any such runs need to meet the Customer requirements.

900.150

Any questions regarding the Employer's policies and procedures with respect to drug and alcohol testing not specifically addressed by this section the Agreement should be referred to the Employer's Policies & Procedures Manual.

**EMPLOYEE'S TIME**  
**SECTION D-1000**

1000.10

All employees shall maintain their own time cards on forms furnished by the Employer.

1000.20

VEHICLE TIME

- A. Employees shall not charge more time than is reasonable or necessary to perform their work assignment.
- B. The Employer has authority to use all legal means at its disposal to ascertain that employees are not charging time in excess of that authorized, reasonable, or necessary to perform their work assignment.
- C. If the Employer determines an employee may be charging excessive time, the Employer will meet with the employee to discuss appropriate time, and make adjustments in time charged, except in those instances where the excessive time charged appears to be intentional, in which case the Employer may take immediate disciplinary action. If the employee does not agree with the Employer's adjustment, the issue may be resolved through the Grievance and Arbitration procedure spelled out in this Agreement.
- D. Drivers may charge ten (10) minutes time at the start of each trip (AM-Noon-PM) for vehicle preparation, which shall include, but not be limited to:
- \* Plugging or unplugging engine block heaters when needed
  - \* Cleaning snow and ice from vehicle windows when needed
  - \* Pre-trip vehicle inspection prior to each trip
  - \* Vehicle warm-up as necessary
  - \* Other driver preparation duties not of an unusual nature
- E. Drivers chargeable trip time shall start with the pre-trip or when the vehicle leaves its parked position, whichever is earlier, and shall end when it returns to its parked position, without unnecessary delay, except for unpaid break periods designated by the Employer as specified in other sections of this Agreement.
- Attendant chargeable trip time shall start when the vehicle leaves at its scheduled departure time for its assigned run, and end when it returns to its parked position, without unnecessary delay, except for unpaid break periods designated by the Employer as specified in other sections of this Agreement. Attendant chargeable time shall not include the driver's time for pre-trip, fueling, driver paperwork, bus washing, or post-trip time, except in locations where fueling or washing is performed off-site and it is not practical to drop-off the attendant prior to such activities.
- F. Necessary fueling and cleaning by the driver shall be performed by the driver whenever possible between the time of leaving and returning to the parking position.
- G. Any unusual time charged must be shown on the time card with an explanation, and the time shown in the designated area on the time card. Unusual time in excess of thirty (30) minutes for any activity must have prior Employer approval. In the event of repeated instances of unusual time being incurred, the Employer must be alerted by the employee as to the cause so a remedy can be attempted by the Employer.
- H. In the event a vehicle does not start, and there is a delay as a result, the employee may show the regular starting time.

- I. Drivers shall drive as close to the legal speed limit as is safe, and shall take the quickest routes available to them on their run that can be legally and safely traveled.
- J. Drivers shall not leave earlier than is necessary due to trip conditions, including weather and traffic conditions, so as to avoid excessive time spent on student/client take-in time, or arrive at take home program sites earlier than necessary to take student/clients home. A time plan should be developed to arrive and depart drop-off/pick-up program locations five (5) to eight (8) minutes prior to established program start/dismissal times. The Employer recognizes that some time flexibility must be allowed in the plan given the desire that vehicles arrive and depart programs at scheduled times with consistent regularity.

#### 1000.30

##### TRAINING TIME

- A. New drivers shall not be paid for time spent in training up to the time they are certified by an approved school bus skills test examiner, or are scheduled for ride-alongs on non-school bus operations.
- B. Drivers will be paid for time spent training for skills exam re-certification or for the actual skills exam time and for any training or re-exams required as part of a disciplinary action by the Employer. This pay is for actual time and no other minimum daily guarantees shall apply.
- C. New drivers shall be paid actual time, at their prevailing rate of pay, for training and preparation for the required school bus driver class, and for any preparation for the advanced school bus driver class.
- D. New drivers shall be paid a maximum of eight (8) hours per day for attendance at school bus driver school, when held in the Employer work location of the employees, plus a meal allowance if meals are not provided. If drivers attend class outside of their employment work location, travel time will be paid and mileage paid (at current IRS mileage rate for business use of a passenger vehicle) if an Employer vehicle is not provided for travel to and from class.
- E. Employees will be paid actual training time for all training required by law, or Employer policy, including first aid, CPR, defensive driving, TPI, application of student/client care protocol, wheelchair lift and special equipment use, or other training that the Employer deems necessary for the safety of persons under its responsibility, including students/clients and employees. No travel time will be paid for such training if conducted independently of a regular work day and in the employee's assigned Employer work location. When appropriate, the Employer will provide meals, or a meal allowance. If employees attend training classes outside of their assigned work location, travel time will be paid, and mileage paid (at current IRS mileage rate for business use of a passenger vehicle) if an Employer vehicle is not provided for travel to and from the training class location.
- F. Employees will be paid for Employer-approved training to drive a vehicle which requires additional training, skills, or performance certification (often called up-grading) when required by law or the Employer.

#### 1000.40

##### PRE-RUN PREPARATION

Drivers may charge for one (1) pre-run preparation at the initial start of each program, if the run is within thirty (30) miles of the employee's assigned work station. Any pre-run preparation for runs exceeding

thirty (30) miles of the employee assigned work station shall require prior Employer approval. The time charged shall be reasonable, and any charges that will exceed six (6) hours, including picking up an Employer vehicle, must have prior approval from the Employer. Such pre-run preparation shall include, at a minimum, establishing a sequence for student/client pick up (if not already provided by the Employer), knowing the pick-up location and appropriate route, program location, starting and dismissal times, and the contacting of a responsible person at the home prior to the commencement of the program with a pick-up time and any other pertinent information.

Attendants may charge for one (1) pre-run preparation at the initial start of each fall or summer program in order to meet the student, parents, or guardians if they have not attended the student previously, or if the transportation protocol for the student has been modified. The time charged shall be reasonable and any charges that will exceed four (4) actual hours must have prior approval from the Employer. Such pre-run preparation shall include meeting the student, parents, or guardians, and becoming familiar with the students' medical or behavioral plan and special needs, and shall not include time spent by the driver finalizing the setup of the run. It shall be the responsibility of the driver and attendant to coordinate their times to meet the students and parents or guardians and to schedule meeting times in an efficient time-effective manner. The daily minimum hours specified elsewhere in this agreement shall not apply to pre-run preparation.

1000.50

#### RUN BOOKS

Drivers must prepare, and keep current, a run book which contains, at a minimum, the following information, on runs for which run books are required and as outlined in Employer Policy and Procedures Manual.

- A. Vehicle number.
- B. School/program location, with starting/dismissal times.
- C. Student information cards, arranged in sequence of pick-up and drop-off, brief description as to location and any unusual identifying information for the residence, seating chart, any information as to procedure/protocol care instructions, pertinent behavioral issues, if special equipment is needed, if there is a contagious disease or health risk, if it is a street or off-street pick up and if alternating red flashing lights need to be used and any other information that is determined necessary by the Employer to properly perform the transportation service.
- D. Current run books must be prepared by the initial program start, and must be on file at the assigned work location office of the Employer **at all times**.
- E. Actual time shall be paid the employee by the Employer for preparing and maintaining a run book, and the time charged by the employee shall be reasonable, and shown on the time card as extra time, with an explanation as to its purpose.
- F. Drivers **shall not** be absent from work without a **current** run book on file at their assigned work location office. Repeated failure to maintain a current run book shall result in strong disciplinary action up to and including possible discharge.

1000.60

#### REPORT WRITING AND DISPOSITION

Employee time spent preparing any required reports, plus meeting time spent in subsequent discussion and disposition, shall be noted separately on the time card and entered as extra time.

1000.65

EMPLOYEE REPRESENTATION

DTEU Representatives shall be paid at their prevailing rate of pay including overtime if applicable for the actual time they are in attendance as a representative or witness to an investigatory or disciplinary meeting for another member of the DTEU in those instances where their presence was requested by the Employer. It shall be the responsibility of the DTEU to identify and have available for each location a representative to assist other members of the DTEU in such meetings, and DTEU shall be responsible for the compensation of any representative(s) for such meetings wherein their participation and/or attendance was requested by the employee or DTEU.

1000.70

CLEANING VEHICLES

All drivers are required to maintain a reasonably clean interior of their assigned vehicles, and any spares which they are assigned. Such time, if not possible to be performed during regular run time, shall be shown on the time card with an explanation, and the time entered as extra time. No more than thirty (30) minutes per week shall be allowed without prior Employer approval for such activity.

1000.80

BIDDING

Employees shall not be paid for the time spent in the bidding process. Employees are required to bring all applicable federal, state, or customer-required credentials to bidding as proof of current licensing and/or certification to bid on a desired run—failure of an employee to do so could result in loss of bid time, until such documentation is provided.

1000.90

DESIGNATED BREAK PERIODS FOR MEALS AND OTHER PURPOSES

The Employer shall determine appropriate employee break periods for trips that have a duration from start to finish of five (5) hours or more, and shall determine the hours employees shall be on duty and off duty, for such trips. Specifically, employees shall not be paid for periods determined by the Employer for which the Employer furnishes, or offers to pay for, meals, or at a place of lodging designated and paid for by the Employer. When break periods are not possible due to inclement weather conditions, or other valid reasons, the Employer may pay up to one (1) hour pay over and above actual hours worked when employees are unable to take a break, and make such claim to the Employer.

1000.100

EMPLOYEE MEETINGS

There shall be two (2) types of meetings:

A. Mandatory Meetings

The Employer requires employee attendance at any training or meeting, with notice being given by the Employer of the date, location, and time of such training or meeting program, and such programs shall be paid at actual time. When training or meeting programs are outside an employee's work location, travel time will be paid by the Employer.

B. Optional Meetings

The Employer may schedule information type meetings on issues that would be of benefit to employees, the Employer, or both. Such meetings do not require employee attendance and employees would not be paid for attending.

1000.110

STANDARD RUN GUARANTEED DAILY COMPENSATION HOURS

For Regional (runs with the potential to serve students from multiple districts) Special Education runs where either the average run or a majority of the runs exceed three (3) hours in duration, employees will be guaranteed four (4) hours minimum pay per day for each day worked if:

- A. They work not less than one-half hour or;
- B. They work all the hours assigned to them and do not take part of the day off; and,
- C. If necessary, they accept assignment to cover the portion of any run for which they are qualified, when their primary run falls below four (4) hours per day, beginning with the least senior driver under four (4) hours actual time per day to the most senior.
- D. An “on-call”, floater, unassigned driver, or other employee given the option to cover the AM, Noon, or PM portion of a run shall be guaranteed two (2) hours minimum pay per day. Such coverage, however, shall not be interpreted to guarantee two (2) hours minimum pay for each portion of a run.

The four (4) hour guarantee is that only, and cannot be added with other daily work assignments to claim hours in excess of four (4) not actually worked.

1000.115

SMALL RUN GUARANTEED DAILY COMPENSATION HOURS

For Regular Education Runs, Combination Regular / Special Education, in-district Special Education services, and runs where a district *shares* services such as a common classroom or transportation with another district directly rather than as part of a county-wide regional consortium, where a district run is three (3) hours or less in nature, Employees will be guaranteed three (3) hours minimum pay per day for each day worked if:

- A. They work not less than one-half hour or;
- B. They work all the hours assigned to them and do not take part of the day off; and,
- C. If necessary, they accept assignment to cover the portion of any run for which they are qualified, when their primary run falls below three (3) hours per day, beginning with the least senior driver under three (3) hours actual time per day to the most senior.
- D. An “on-call”, floater, unassigned driver, or other employee given the option to cover the AM, Noon, or PM portion of a run shall be guaranteed one and one-half (1½) hours minimum pay per day. Such coverage, however, shall not be interpreted to guarantee one and one-half (1½) hours minimum pay for each portion of a run.

By way of example, if a district run transports its students to a neighboring district’s school because the district’s share services, such as teacher(s) and/or classroom(s), this run would still be considered an “in-district” run and the Small Run Guarantee could still apply based on the length of the run.

Again by way of example, if neighboring districts have historically shared some transportation responsibilities with each other due to periodic and/or relatively low-volume transportation needs for either of the districts independently, such a run would still be considered a “shared service” run and the

Small Run Guarantee could still apply based on the length of the run, even if the districts independently or collectively later transition the run to a regional operating consortium.

The three (3) hour guarantee is that only, and cannot be added with other daily work assignments to claim hours in excess of three (3) not actually worked.

In the event that a Customer contract presumes four (4) minimum hours per day of service and four (4) minimum hours of pay for the driver (and attendant if applicable), then the provision of D-1000.110 shall apply rather than the "Small Run" Guarantee of this section.

1000.120

ALTERNATIVE MINIMUM ONE AND ONE-HALF (1½) HOURS PAY

Employees are guaranteed a minimum of one and one-half (1½) hours per day for each day meeting the following conditions:

- A. If employees report for work, but are not assigned to work due to late passenger cancellations, inclement weather conditions, etc., any of which necessitate or result in a reduced number of runs, and
- B. The employee was not contacted by the Employer nor was the cancellation broadcast publicly via Employer-recommended television or radio stations prior to the employee's departure for their assigned work location, and
- C. The employee has provided the Employer with adequate means of contacting the employee in case of such an event, including but not limited to access to a conventional or cellular phone, answering machine, pager, etc., and
- D. The employee is not offered an alternative run to cover as or if available at the time of notification of cancellation of the assigned run.

Employees requesting Alternative Minimum compensation must do so at the time of occurrence, with approval of such request noted on their time card by their supervisor or supervisory designate. Employees requesting the minimum may be required to stand-by during the period of the Alternative Minimum.

**EMPLOYEE EXPENSES**  
**SECTION D-1100**

1100.10

Employees will be reimbursed by the Employer for all reasonable expenses incurred as a result of their employment, with prior approval of the Employer and submission of actual receipts, but such expenses shall not exceed the following schedule without Employer approval:

1100.20

MEALS AND LODGING OUTSIDE THE EMPLOYEE WORK STATION

- A. Breakfast Seven (7) dollars each
- B. Lunch Eight (8) dollars each
- C. Dinner Twelve (12) dollars each
- D. Lodging Seventy (70) dollars per each room required

1100.30

OTHER

Regardless of dollar amount, no other fuel, oil, minor vehicle expenses, snacks and beverages for passengers, or unusual business expenses shall be purchased without prior Employer approval.

**CONTRIBUTION AND LICENSE REIMBURSEMENT**  
**SECTION D-1150**

1150.10

CONTRIBUTION

All employees with two or more years seniority shall be paid one hundred sixty dollars (\$160.00) on the first pay period of December. The contribution shall be paid to each eligible employee by check, less all required deductions.

1150.20

LICENSE REIMBURSEMENT

All CDL-drivers or Chauffeur-drivers shall also be reimbursed the difference between the standard operator license required by the State of Michigan and their specialty license expense (including any additional endorsements) required to operate the vehicle their run requires. This reimbursement shall be spread over the expected life of the license and not due as one lump sum payment.

**TIME CARDS**  
**SECTION D-1200**

The Employer reserves the right to utilize the historical written timecards, traditional punch-clocks systems, electronic time-keeping as such technologies are determined to be practical by the Employer, or any combination thereof as determined to be appropriate for a given location or subset of runs. However, in the event of a change in pay time collection for an employee group, the Employer shall notify DTEU thirty (30) days in advance of such change to help ensure a smooth transition and employee understanding.

1200.10

Time cards, or other methods of time-keeping, shall be completed or utilized by all employees and contain such information as directed by the Employer. It is mutually agreed that any changes in time-keeping methodology shall not result in:

- A. A lower hourly wage rate;
- B. By way of example, the failure to compensate an employee for items such as a pre-trip where Employer policy requires a pre-trip to be performed; or,
- C. A change in the pay methodology from "Per Hour" to "Per Trip".

1200.20

Time cards shall be turned in to the assigned work location office of the Employer not later than 5:00 PM on Monday, following the week worked. In the event Monday is a holiday or a scheduled non-work day for all employees, Tuesday 5:00 PM shall then be the deadline. Other methods of time-keeping may result in a modified timeline as determined by the Employer, but any modification shall be reasonable, and communicated to DTEU in advance with the opportunity for DTEU to provide suggestions, and with advance notice to and training of employees as appropriate prior to the implementation of any new methods of time-keeping.

1200.30

Employee's work week shall begin at 12:01 a.m. on Sunday of each week, and end at 12:00 midnight on Saturday of each week.

1200.40

Employees will receive weekly payroll checks based on a two (2) week delay (your first check will be issued the third week after you start work), or as otherwise agreed to in writing by the Employer and the DTEU Executive Committee.

1200.50

The Employer shall make available the following methods for dispensing payroll checks, which could include the mailing or pick-up of checks, or direct deposit when available.

1200.60

Employees may request payroll deductions on forms furnished by the Employer, as outlined in the Policy & Procedure Manual.

1200.70

OVERTIME PAY

Employees actually working more than forty (40) hours in one (1) week shall be paid at the rate of one and one-half (1-1/2) times their prevailing rate of pay for all hours actually worked over forty (40) hours. Employees may not add time not actually worked in a specific week to accomplish payment of overtime.

**PAY SENIORITY**  
**SECTION D-1250**

PAY SENIORITY

Pay Seniority is based on the employee's uninterrupted years of service with the Employer, and shall be equivalent to their overall Company Seniority (as determined by Sections A-700 and A-800) regardless of any location and/or operation transfers during their uninterrupted tenure with the Employer.

All Pay Seniority increases (for wage and benefit calculations) shall be implemented the first paycheck of the month following the employee's month of hire, even if the employee is being compensated for days of service that occurred prior to the employee's anniversary date for Pay Seniority purposes.

Additionally, given that "on-call" personnel are permitted to accrue Pay Seniority for wage purposes and are ineligible for any benefits or compensation outside of their hourly wage, such personnel shall not be entitled to their full "Pay Seniority" for benefit purposes if they later decide to move or transfer to "bid" status—rather their "Pay Seniority" for benefit purposes shall only become effective as of the date they re-establish their bid seniority.

CONTRACT YEAR INCREASES

For wage and benefit purposes, changes in compensation paid for the new contract year shall coincide with the first "majority" week worked in July. The first "majority" week in July shall be determined by the first week of the month in which three (3) or more of the weekdays (Monday through Friday) fall within July. All hours worked for the week-ending date of the first "majority" week in July shall be paid at the new contract year rate. All hours worked for the week-ending date prior to the first "majority" week in July shall be paid at the contract year rates effective immediately prior to that week.

**COMPANY VEHICLES**  
**SECTION D-1300**

1300.10

Drivers shall do a pre-trip inspection of the vehicle they are driving prior to the start of each trip, or more often if prescribed or mandated by Employer policy, state or federal law, and enter such inspection results on a report form provided by the Employer at the end of the inspection. The pre-trip inspection shall follow the same procedure used during skills exams, **except** the checking of vehicle fluids, which shall be checked as provided in sub-Section 1300.20 or any other applicable sections in this agreement. Any needed vehicle repairs must be reported to the Employer as soon as possible, with the exception that safety-related repairs must be reported immediately upon detection.

1300.20

Drivers shall check vehicle fluids according to the following schedule at a minimum:

A. FOR REGULARLY ASSIGNED RUN VEHICLES

Those pre-trip inspection items as outlined by Federal, State, Local, Customer and Company guidelines.

B. FOR SPARE RUN VEHICLES NOT USED BY THE DRIVER DAILY

Those pre-trip inspection items as outlined by Federal, State, Local, Customer and Company guidelines, **except** that a driver need not make such check when another driver or mechanic delivers a vehicle to them with assurance that the oil level is appropriate.

C. FOR NON-RUN EMPLOYER VEHICLES

1. Those pre-trip inspection items as outlined by Company guidelines, **except** that a driver need not make such check when another driver or mechanic delivers a vehicle to them with assurance that the oil level is appropriate.
2. Fuel levels must be checked and maintained so as to avoid a vehicle running out of fuel. When drivers return Employer vehicles, **they must fuel the vehicle before turning it in if the vehicle is less than  $\frac{3}{4}$  full.**

1300.30

Drivers shall check engine oil level at each pre-trip, and replenish as needed, indicating such results on forms provided by the Employer at the time of the activity. Drivers shall put fuel, oil, and other fluids in the vehicle they are driving as needed, including spare vehicles they might be driving, and shall enter such information on forms designated by the Employer.

1300.40

Drivers are to report the vehicle they are driving for oil changes, greasing, and other specified purposes at intervals prescribed by the Employer if they notice that a preventative maintenance interval has been exceeded.

1300.50

The Employer shall provide for exterior washing of company vehicles being driven when the temperature is suitable, by providing employees to do the washing or contracting with a commercial washer, or both. The driver shall be responsible for keeping the interior of the vehicle they are driving clean.

1300.60

The Employer may allow drivers to keep school buses they are driving at their homes if the Employer is satisfied that:

- A. Safe parking and adequate control for the safe keeping of the vehicle is provided.
- B. Satisfactory engine heater plug-ins are available.
- C. Such vehicles are not used for any personal business.
- D. No person other than the authorized driver operates the bus.
- E. No unauthorized persons are allowed in the vehicle at any time.
- F. The policy does not violate the law or local ordinances.
- G. The home location meets the parameters of "close by". "Close by" generally means that the total mileage accumulated on the vehicle in completing its assigned run(s) including business required mileage for service at the Dean Service facility does not exceed the mileage which would be accumulated if the vehicle were stored at the Dean facility.
- H. The driver must make the vehicle available to the Employer at all times for use as a spare, repairs, or preventative maintenance as directed.

1300.70

This program is considered a privilege and the Employer may discontinue it upon reasonable notice, but will make every reasonable effort to continue the policy if it is not abused or not restricted by governmental agencies, insurance companies, or companies with whom the Employer contracts. The Employer reserves the right to discontinue the policy immediately on an individual basis, without notice, when the Employer determines that the policy is being abused, that there is not adequate control over the bus, that the bus, or its equipment is in jeopardy of being damaged or stolen, or is being parked in an unauthorized or dangerous manner, location, etc.

1300.80

In case a driver does not have a location to park a school bus that meets the above requirements, they may, as an alternative, park the bus at a location designated by the Employer, and commute by their own means and on their own time, and operate the bus to and from the designated location.

1300.90

Any driver who uses a vehicle in an unauthorized manner, or fails to take proper care of any vehicle in their control, shall be subject to disciplinary action up to and including immediate discharge. This shall not apply to any situation where dispatch or the local supervisor has approved in writing or via two-way communication an exception to the otherwise standard operating procedures regarding vehicle use.

1300.100

Drivers authorized to park a school bus at their home must have a suitable electrical outlet to plug in a vehicle during extreme cold weather. The Employer will specify the times the vehicles are to be plugged in, will furnish the electrical cord, and pay the driver for the electricity used when it is required that buses be plugged in.

1300.110

Drivers authorized to park a school bus at their home who are off work more than two (2) days, except for sickness and emergencies, are to turn their buses in to the Employer's designated office and pick them up again when returning to work. The Employer shall not pay time for turning in or picking up buses under these circumstances. In the case of unusual situations, the Employer may waive turning in a bus during a two (2) day absence.

1300.120

Post-trip vehicle interior inspections are mandatory and shall be performed by the employee as outlined in the then current Policy and Procedure Manual.

**HEALTH INSURANCE**  
**SECTION D-1400**

The Employer will attempt to secure, and keep in force, a group health insurance plan to cover any employee desiring such coverage. Employees must complete one (1) full year of continuous service in order to be eligible for Health Insurance co-pays.

1400.10

The Employer will make necessary premium payments, and collect any amount required to be contributed by each participating employee through payroll deduction or cash payment. Due to many employees working part time, the Employer will determine the premium to be paid by employees on the basis of a fifty-two week average, and it shall be the responsibility of the employee to arrange for an acceptable method of payment to avoid cancellation.

1400.20

For those employees for whom the Employer is not also making a contribution toward Dental and/or Vision Insurance, the Employer shall contribute a percentage of the single plan premium of any Employer-sponsored health insurance plan for each employee enrolled in the plan based on the following seniority and percentage schedule:

0 Years	= 0%	7-9 Years	= 60% of Single Plan
1-2 Years	= 45% of Single Plan	10-14 Years	= 65% of Single Plan
3-4 Years	= 50% of Single Plan	15-19 Years	= 70% of Single Plan
5-6 Years	= 55% of Single Plan	20+ Years	= 80% of Single Plan

1400.30

In the event an employee fails to reimburse the Employer for a premium contribution due the Employer within thirty (30) calendar days of its payment due date, the Employer shall notify the employee and then automatically deduct such past due premiums. If payment is not received, the Employer shall terminate the employee's health insurance coverage, except that upon proof of unusual circumstances to the Employer by the employee, the Employer may accept a payment schedule from the employee for any past due premium contributions and continue current coverage as long as all required payments remain current.

1400.40

The Employer will comply with all known laws and regulations regarding health insurance provisions, including the Federal COBRA regulations.

1400.50

The Employer will attempt to secure, at low cost to the employee, a discount prescription drug card if available to offer employees group discounts at participating pharmacies. The discount prescription card shall not represent a full-cost fixed co-pay prescription card, but rather a card honored by national or regional pharmacies to large groups to provide better pricing for covered and / or non-covered (by full-cost major medical prescription cards) prescription drugs. The Employer would cover the internal administrative costs of managing such cards.

1400.60

With the uncertainty surrounding the National Health Insurance program tentatively scheduled for full implementation in 2014, the Employer and DTEU mutually recognize and acknowledge that the final rules and regulations related to this legislation may materially affect both the Employer and employee. Any rules, regulations, and or requirements stemming from the final implementation of this legislation that materially impact the viability of offering health insurance or the cost of the overall compensation package shall permit the Employer to submit notice to DTEU of the need to re-structure the economic components of this Agreement. In the event of such notice, both the Employer and DTEU shall renegotiate in good faith the economic components of this Agreement in a manner that ensures the same level of service to its customer base, but with the intent of maintaining the overall compensation level of current drivers and attendants (inclusive of all wages, benefits, fees, and/or other costs payable by the Employer directly to, on behalf of, or as a direct result of an individual's employment with the Employer.)

**DENTAL & VISION INSURANCE**  
**SECTION D-1425**

The Employer will attempt to secure, and keep in force, a group dental and vision insurance plan to cover any employee desiring such coverage. Employees must complete one (1) full year of continuous service in order to be eligible for Dental or Vision Insurance co-pays.

1425.10

The Employer will make necessary premium payments, and collect any amount required to be contributed by each participating employee through payroll deduction or cash payment. Due to many employees working part time, the Employer will determine the premium to be paid by employees on the basis of a fifty-two week average, or alternative schedule as determined by the Employer, and it shall be the responsibility of the employee to arrange for an acceptable method of payment to avoid cancellation in the event that the employee falls behind in such premium payments.

1425.20

For only those employees for whom the Employer is not also making a contribution toward Health Insurance, the Employer shall contribute a percentage of the single plan designated by the Employer-sponsored dental and/or vision insurance plan for each employee enrolled in the plan based on the following seniority and percentage schedule:

0 Years	= 0%	7-9 Years	= 60% of Single Plan
1-2 Years	= 45% of Single Plan	10-14 Years	= 65% of Single Plan
3-4 Years	= 50% of Single Plan	15-19 Years	= 70% of Single Plan
5-6 Years	= 55% of Single Plan	20+ Years	= 80% of Single Plan

1425.30

In the event an employee fails to reimburse the Employer for a premium contribution due the Employer within thirty (30) calendar days of its payment due date, the Employer shall notify the employee and then automatically deduct such past due premiums. If payment is not received, the Employer shall terminate the employee's dental and/or vision insurance coverage, except that upon proof of unusual circumstances to the Employer by the employee, the Employer may accept a payment schedule from the employee for any past due premium contributions and continue current coverage as long as all required payments remain current.

1425.40

The Employer will comply with all known laws and regulations regarding dental or vision insurance provisions, including the Federal COBRA regulations.

**CAFETERIA PLAN**  
**SECTION D-1450**

1450.10

The Employer will attempt to secure, and keep in force, an IRS 125 Cafeteria Plan to cover any employee desiring such coverage, payable through pre-tax Income Reduction, as long as IRS or other pertinent federal, state or local regulations, laws or ordinances permit such payroll deductions.

1450.20

The Employer will make necessary premium payments, and collect any amount required to be contributed by each participating employee through payroll deduction or cash payment in compliance with 125 rules. Due to many employees working part time, the Employer will determine the premium to be paid by employees on the basis of a fifty-two week average, and it shall be the responsibility of the employee to arrange for an acceptable method of payment to avoid cancellation.

1450.30

In the event an employee fails to reimburse the Employer for a premium contribution due the Employer within thirty (30) calendar days of its payment due date, the Employer shall notify the employee and then automatically deduct such past due premiums. If payment is not received, the Employer shall terminate the employee's Cafeteria Plan coverage, except that upon proof of unusual circumstances to the Employer by the employee, the Employer may accept a payment schedule from the employee for any past due premium contributions and continue current coverage as long as all required payments remain current.

1450.40

The Employer will attempt to secure, and keep in force, an optional Flexible Spending Account for Medical Expenses, as well as an optional pre-tax account for Childcare Expenses within the parameters of current IRS regulations. Presuming the continued legality of such plans, the Employer will cover the cost of the administrative fees of such plans, and the employee shall self-fund at his or her discretion the accounts.

**BASIC TERM LIFE INSURANCE**  
**SECTION D-1475**

The Employer will attempt to secure, and keep in force, a group basic term life insurance plan to cover all benefit-eligible employees covered under this agreement. Employees must complete one (1) full year of continuous service in order to be eligible for life insurance coverage.

1475.10

The Employer will make all necessary premium payments. Employees who wish to purchase additional term life insurance through the provider (if available) may do so at the employee's own discretion and cost, and the employee shall also be responsible for any premium payments relative to such additional purchase of life insurance.

1475.20

If successful in securing such a plan, the Employer shall make available to benefit-eligible covered employees the terms and conditions of the plan for their individual reference. Any claims shall be managed by the employee's family and not by the Employer.

1475.30

The Employer will comply with all known laws and regulations regarding life insurance provisions, including the Federal COBRA regulations.

**RETIREMENT PLAN**  
**SECTION D-1500**

1500.10

The Employer may offer an approved retirement plan for employees' consideration. If employees accept the offered plan, or offer an Employer sponsored plan acceptable to the Employer, the Employer may sponsor a plan and pay the initial start-up costs, cost of Employer plan filings, Employer IRS filings, Employer plan audits, Employer plan legal reviews, and bank record keeping fees, but excluding any fund-related fees, commissions, or related costs.

1500.20

**EMPLOYER CONTRIBUTIONS**

Employees contributing to the retirement plan will receive an Employer match of \$1.00 for every \$2.00 contributed by the employee, subject to the following schedule of maximum Employer contributions per pay period, and also subject to a maximum Employer match of \$2,750 per employee annually:

<b><u>Seniority</u></b>	<b><u>Maximum Employer Contribution</u></b>
• 0 Years	0.0% of Eligible Wages per Pay Period
• 1 - 4 Years	1.0% of Eligible Wages per Pay Period
• 5 - 9 Years	2.0% of Eligible Wages per Pay Period
• 10 - 14 Years	3.0% of Eligible Wages per Pay Period
• 15 - 19 Years	4.0% of Eligible Wages per Pay Period
• 20 + Years	5.0% of Eligible Wages per Pay Period

**SPECIAL FUNDS ACCOUNT**  
**SECTION D-1550**

The Employer shall make available a third direct deposit option for employees as a "Special Funds Account". The Special Funds Account shall be an employee-funded direct deposit option giving the employee the opportunity to set funds aside in a separate account from the employee's primary savings and checking accounts for use at the employee's discretion. Any changes to the utilization of this account, including additions, deletions, or changes in the amount of withholding, shall be limited to those time periods corresponding to the open enrollment period for the Retirement Plan. In the event that future versions of the Employer's payroll software do not support a third direct deposit account, the Employer will provide thirty (30) days notice to DTEU and the employees to allow time for them to make any appropriate changes to their payroll deposit elections on file with the Employer.

**EMPLOYEE ASSISTANCE PROGRAM**  
**SECTION D-1600**

The Employer will, at its discretion and cost, offer an Employee Assistance Program for its employees. The Employer shall have no responsibility to provide employee assistance or counseling that exceeds the amount of counseling or assistance provided in any assistance program contract.

**JURY DUTY PAY**  
**SECTION D-1700**

Any employee who reports for jury duty shall be paid for that time which is physically spent during the jury process. No compensation shall be paid for such activity as "call in" to see if reporting is necessary. Compensation shall be paid according to the same procedure used for Personal Leave Day compensation, and shall only be paid in one-half or full day components, equivalent to one-half day average hours or one average hour day, respectively. Example: An employee who reports for jury duty and is released after one hour will be paid one-half day. The employee would be required to report to the Employer immediately upon release from jury duty to work assignment.

**1700.10**

To be eligible for Employer paid compensation, the employee must submit a copy of the court pay document to the Employer which shows the number of half or full days paid for jury duty.

**1700.20**

Compensation received by the employee from the court for jury duty shall be retained by the employee, and shall not be deducted from any compensation paid by the Employer for jury duty.

**1700.30**

Employees shall not be eligible for jury duty compensation from the Employer for more than ten (10) full days (including consolidation of half days) in any contract year (July 1 - June 30).

**1700.40**

Employees shall not be eligible for jury duty compensation from the Employer for any days which the employee was not scheduled to work or would have been absent from work for any reason.

**1700.50**

Employees are not eligible to drive customer vehicles to jury duty and shall not be compensated by the Employer for private car expense, meals, or any other expenses related to the jury duty process.

**RADAR USE**  
**SECTION D-1800**

1800.10

The Employer may utilize a radar speed measuring unit to monitor the speed of Employer vehicles in areas where citizens are complaining about excessive speed by Employer vehicles. The use of the radar unit will be for purposes of warning drivers if they are driving in excess of legal speed limits or disciplinary action if warranted pursuant to other stipulations in this section.

1800.20

Before the Employer can use the results from any company radar operation for employee disciplinary purposes, the Employer must:

1. With the Union, establish a written policy regarding the radar use and disciplinary actions.
2. Assure that the operator is trained and certified by the appropriate governmental agency in radar use.
3. Assure that the radar unit is checked by an appropriate agency to make sure the equipment is operating correctly and is properly calibrated.
4. Make sure the Federal Communication Commission license held by the Employer to operate the radar unit is valid.

**GPS USE**  
**SECTION D-1825**

The Employer may utilize a global positioning system device or cellular navigation unit to monitor the location of Employer vehicles as well as to record or relay any on-board vehicle data. A copy of any GPS-based report that is referenced by the company to exonerate an employee relative to any accusation or conversely to be used in any disciplinary matter shall be made part of the employee's file to which the employee shall have access pursuant to other sections of this Agreement. In no instance shall disciplinary action be taken against an employee with references to data or reports from an Employer GPS-type system where the employee (and/or DTEU if representation has been requested) has been denied the opportunity to review such evidence. If federal, state, or local privacy laws (such as student privacy granted under FERPA) restrict the release of any of GPS-based data in report or electronic form, then the employee (and/or DTEU if representation has been requested) shall have the opportunity to review such GPS-type data or report(s) jointly with the Employer.

**VIDEO USE**  
**SECTION D-1850**

The Employer may utilize a video system on board Employer vehicles and/or Employer facilities to enhance the safety and security of its passengers, workforce, visitors to its facilities, as well as Employer and employee vehicles, assets, equipments, tools, and supplies. In the event that any event is captured on video such video referenced by the company to exonerate an employee from an accusation, or conversely if the video is used in the support of any disciplinary proceeding, such video shall be made part of the employee's file to which the employee shall have access pursuant to other sections of this Agreement. Alternatively, the Employer, employee, and DTEU (if representation is requested by the employee) may agree to a written narrative of the evidence captured on video and may place such written narrative in the employee file, where the narrative has been signed by the Employer, employee, and DTEU (if

representation is requested by the employee). If federal, state, or local privacy laws (such as student privacy granted under FERPA) restrict the release of any of video data in report or electronic form, then the employee (and/or DTEU if representation has been requested) shall have the opportunity to review such video data or report(s) jointly with the Employer.

## **RECOURSE POLICY**

### **SECTION D-1900**

#### 1900.10

Any employee claim against the Employer regarding compensation issues or claims of improper application of any other matters contained in this Agreement must be filed in writing with the Employer immediately upon knowledge of any violation.

#### 1900.20

The Employer shall have no responsibility or liability for any claims or adjustments exceeding thirty (30) calendar days preceding the filing of any complaint as specified above, except when valid proof is presented that the Employer knowingly or intentionally attempted to defraud the employee. Under no circumstances shall the period of employee recourse precede the effective date of this Agreement.

#### 1900.30

An employee shall have no responsibility or liability for any claim by the Employer regarding excessive compensation received exceeding thirty (30) calendar days preceding the filing of any complaint, except when valid proof is presented that the employee knowingly or intentionally attempted to defraud the Employer. Under no circumstances shall the period of Employer recourse precede the effective date of this Agreement regarding compensation received.

## **LOCAL AND/OR CUSTOMER COMPENSATION**

### **REQUIREMENTS AND/OR ADJUSTMENTS**

### **SECTION D-2000**

DTEU and the Employer recognize that local factors (including customer requirements, board policies, grant requirements, local laws/ordinances/regulations, etc.) may affect the requirements regarding prospective new service partnerships for the Employer. DTEU and the Employer also recognize that such local factors may conflict with aspects of this Agreement both economic and non-economic in ways that are not currently foreseeable by either Party. Given this, DTEU and the Employer recognize three primary scenarios that may affect the Employer's assumptions during the RFP and/or contract negotiation process, and that the Employer shall make every effort to identify any aspect of local or customer operational requirements that result in a deviation from this Agreement for those instances where the employees providing service to such customers on behalf of the Employer have chosen to have DTEU represent them, and where DTEU and the Employer have agreed to recognize the unit subject to this Agreement and its requirements (except where specifically indicated otherwise by the Employer.)

#### 2000.10

#### **CUSTOMER REQUIREMENTS**

In the event that a Customer requires bid specification(s) that are not consistent with this Agreement as part of its Request for Proposal (RFP) process or contract negotiations with the successful vendor of services that the Employer is seeking to provide, then the Employer may incorporate such requirements into its Bid Specifications and Proposal to the prospective Customer. Where such Customer requirements vary from the standard conditions, either economic or non-economic, outlined in this Agreement, then the Employer shall identify any such deviations for DTEU, as well as on any corresponding driver or

attendant bid run documentation to ensure that employees bidding such services are aware in advance of any such deviations.

2000.20

LOCAL COMPENSATION ADJUSTMENTS

In the event that the Employer submits a Proposal to provide services in a region and/or locality for which the cost of services, cost of living, or other local conditions suggest or dictate to the Employer that a modification to the wage and compensation schedule outlined in this Agreement is appropriate, then the Employer may at its discretion increase certain wage and/or benefit components with notification to the DTEU. When such a deviation has been identified by the Employer, all covered employees would have the opportunity to transfer to such a location, or to bid upon such designated runs if at an existing location, subject to the terms and conditions regarding bidding and transfers as outlined under Sections A-800 and A-850 of this Agreement.

2000.30

CONTINGENT RECOGNITION OF DTEU

Recognizing (1) that the Employer may not dictate union recognition upon a new and/or prospective employee group at a new location and/or operation, and (2) that the Employer cannot foresee all potential operational requirements or unique locality/customer requirements, the Employer and DTEU mutually agree that in the event that DTEU is selected by the new or transitioning employee group to represent the group, that the Employer shall have the right to grant recognition of the DTEU as the bargaining representative of the group with any deviations from this Agreement noted by the Employer at the time of recognition. DTEU shall make no claim as to the ability to retroactively and/or automatically apply any and/or all aspects of this Agreement without the written acceptance by the Employer. Within this context, both DTEU and the Employer agree in good faith that to the extent practical, the parties intend to utilize this Agreement to help ensure consistency of policy, practice, and communication to better facilitate an efficient working relationship allowing DTEU to best support its members and the Employer its Customers.

**AMENDMENTS TO AGREEMENT**  
**SECTION D-2100**

This Agreement may be amended at any time during the period it is in force, provided that any amendment is approved in writing by both the Union and the Employer. Any amendment that is agreed upon in writing will be supplied by the Employer to the Union, and added to the MWA within thirty (30) days.

**SEPARABILITY CLAUSE**  
**SECTION D-2200**

If any term or provision of this Agreement is found to be in conflict with any law or binding administrative rule, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

**TOTAL AGREEMENT**  
**SECTION D-2300**

This document constitutes the total of the negotiated work conditions, compensation, and benefits between the parties, and any work conditions, compensation, or benefits not specifically enunciated in this Agreement are not applicable.

**SIGNATURES OF AGREEMENT**

**August 31, 2012**

**DEAN TRANSPORTATION**

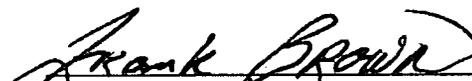
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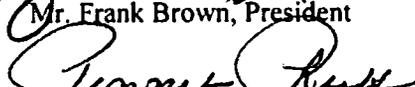
Mr. Kellie P. Dean  
Employer Representative

**DEAN TRANSPORTATION  
EMPLOYEE UNION**

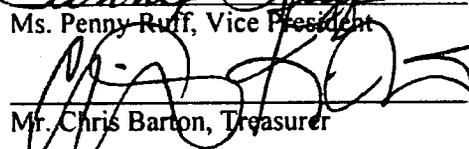
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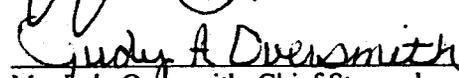
Mr. Frank Brown, President



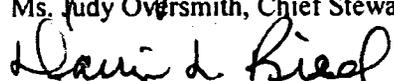
Ms. Penny Ruff, Vice President



Mr. Chris Barton, Treasurer



Ms. Judy Oversmith, Chief Steward



Mr. Darrin Ried, Secretary

## SCHOOL BUS DRIVERS

	Seniority in Years	Effective 7/1/2011	Effective 7/1/2012	Effective 7/1/2013	Effective 7/1/2014	Effective 7/1/2015
SENIORITY IN YEARS (REMEMBER TO INCREASE YOUR SENIORITY AS YOU LOOK AT FUTURE CONTRACT YEARS)	0	\$10.25	\$10.50	\$10.75	\$11.00	\$11.25
	90-day	\$12.25	\$12.50	\$12.75	\$13.00	\$13.25
	1	\$12.50	\$12.60	\$12.85	\$13.10	\$13.50
	2	\$12.65	\$12.75	\$13.00	\$13.25	\$13.75
	3	\$13.00	\$13.07	\$13.25	\$13.50	\$14.00
	4	\$13.40	\$13.44	\$13.51	\$13.75	\$14.25
	5	\$13.75	\$13.88	\$13.92	\$14.00	\$14.50
	6	\$14.00	\$14.25	\$14.38	\$14.42	\$14.75
	7	\$14.29	\$14.50	\$14.76	\$14.90	\$15.05
	8	\$14.60	\$14.80	\$15.03	\$15.29	\$15.35
	9	\$14.91	\$15.12	\$15.33	\$15.57	\$15.65
	10	\$15.25	\$15.41	\$15.63	\$15.85	\$16.00
	11	\$15.49	\$15.76	\$15.92	\$16.15	\$16.25
	12	\$15.55	\$16.01	\$16.29	\$16.46	\$16.50
	13	\$15.62	\$16.08	\$16.55	\$16.83	\$16.85
	14	\$15.68	\$16.14	\$16.61	\$17.10	\$17.15
	15	\$15.70	\$16.16	\$16.64	\$17.15	\$17.25
	16	\$15.76	\$16.19	\$16.67	\$17.20	\$17.30
	17	\$15.83	\$16.25	\$16.69	\$17.25	\$17.35
	18	\$15.89	\$16.32	\$16.76	\$17.30	\$17.40
	19	\$15.95	\$16.38	\$16.82	\$17.35	\$17.45
	20	\$16.01	\$16.44	\$16.89	\$17.40	\$17.50
	21	\$16.07	\$16.51	\$16.95	\$17.45	\$17.55
	22	\$16.14	\$16.57	\$17.02	\$17.50	\$17.60
	23	\$16.20	\$16.64	\$17.09	\$17.55	\$17.65
	24	\$16.26	\$16.70	\$17.15	\$17.60	\$17.70
	25	\$16.28	\$16.72	\$17.18	\$17.65	\$17.75
	26	\$16.34	\$16.75	\$17.20	\$17.70	\$17.80
	27	\$16.40	\$16.81	\$17.22	\$17.75	\$17.85
	28	\$16.47	\$16.87	\$17.29	\$17.80	\$17.90
	29	\$16.53	\$16.94	\$17.35	\$17.85	\$17.95
	30	\$16.59	\$17.00	\$17.42	\$17.90	\$18.00
	31	\$16.65	\$17.06	\$17.48	\$17.95	\$18.05
	32	\$16.71	\$17.13	\$17.55	\$18.00	\$18.10
	33	\$16.77	\$17.19	\$17.61	\$18.05	\$18.15
34	\$16.84	\$17.25	\$17.68	\$18.10	\$18.20	
35+	\$16.90	\$17.32	\$17.74	\$18.15	\$18.25	

**EXAMPLE**

Employees move across the chart at July 1 and down the chart for their seniority. For example, a Driver at \$13.75 with 5 years of seniority at the beginning of the 2011-12 scale would increase to \$15.65 at the 9-year seniority level by the end of this contract.

AIDES

	Seniority in Years	Effective 7/1/2011	Effective 7/1/2012	Effective 7/1/2013	Effective 7/1/2014	Effective 7/1/2015
SENIORITY IN YEARS (REMEMBER TO INCREASE YOUR SENIORITY AS YOU LOOK AT FUTURE CONTRACT YEARS)	0	\$9.15	\$9.20	\$9.25	\$9.50	\$9.75
	90-day	\$10.25	\$10.50	\$10.75	\$11.00	\$11.25
	1	\$10.50	\$10.75	\$11.00	\$11.25	\$11.50
	2	\$10.75	\$11.00	\$11.25	\$11.50	\$11.75
	3	\$11.00	\$11.25	\$11.50	\$11.75	\$12.00
	4	\$11.25	\$11.50	\$11.75	\$12.00	\$12.25
	5	\$11.65	\$11.69	\$11.90	\$12.16	\$12.50
	6	\$11.86	\$12.06	\$12.10	\$12.32	\$12.60
	7	\$12.18	\$12.28	\$12.48	\$12.53	\$12.75
	8	\$12.49	\$12.60	\$12.71	\$12.92	\$13.00
	9	\$12.80	\$12.92	\$13.04	\$13.15	\$13.25
	10	\$13.08	\$13.21	\$13.34	\$13.47	\$13.50
	11	\$13.39	\$13.50	\$13.64	\$13.78	\$13.80
	12	\$13.45	\$13.82	\$13.94	\$14.09	\$14.15
	13	\$13.51	\$13.89	\$14.27	\$14.40	\$14.50
	14	\$13.58	\$13.95	\$14.34	\$14.74	\$14.75
	15	\$13.60	\$13.98	\$14.37	\$14.77	\$15.00
	16	\$13.67	\$14.01	\$14.40	\$14.80	\$15.05
	17	\$13.73	\$14.08	\$14.43	\$14.83	\$15.10
	18	\$13.79	\$14.14	\$14.50	\$14.87	\$15.15
	19	\$13.85	\$14.20	\$14.56	\$14.93	\$15.20
	20	\$13.91	\$14.27	\$14.63	\$15.00	\$15.25
	21	\$13.98	\$14.33	\$14.70	\$15.07	\$15.30
	22	\$14.04	\$14.40	\$14.76	\$15.14	\$15.35
	23	\$14.10	\$14.46	\$14.83	\$15.20	\$15.40
	24	\$14.16	\$14.52	\$14.89	\$15.27	\$15.45
	25	\$14.19	\$14.55	\$14.92	\$15.30	\$15.50
	26	\$14.25	\$14.58	\$14.95	\$15.33	\$15.55
	27	\$14.31	\$14.64	\$14.98	\$15.36	\$15.60
	28	\$14.37	\$14.71	\$15.05	\$15.39	\$15.65
	29	\$14.44	\$14.77	\$15.11	\$15.46	\$15.70
	30	\$14.50	\$14.83	\$15.18	\$15.53	\$15.75
	31	\$14.56	\$14.90	\$15.24	\$15.59	\$15.80
	32	\$14.62	\$14.96	\$15.31	\$15.66	\$15.85
	33	\$14.68	\$15.02	\$15.37	\$15.73	\$15.90
34	\$14.75	\$15.09	\$15.44	\$15.79	\$15.95	
35+	\$14.81	\$15.15	\$15.50	\$15.86	\$16.00	

EXAMPLE

Employees move across the chart at July 1 and down the chart for their seniority. For example, an Aide at \$11.65 with 5 years of seniority at the beginning of the 2011-12 scale would increase to \$13.25 at the 9-year seniority level by the end of this contract.

## MONITORS

	Seniority in Years	Effective 7/1/2011	Effective 7/1/2012	Effective 7/1/2013	Effective 7/1/2014	Effective 7/1/2015
SENIORITY IN YEARS (REMEMBER TO INCREASE YOUR SENIORITY AS YOU LOOK AT FUTURE CONTRACT YEARS)	0	\$8.15	\$8.20	\$8.25	\$8.50	\$8.75
	90-day	\$9.25	\$9.50	\$9.75	\$10.00	\$10.25
	1	\$9.50	\$9.75	\$10.00	\$10.25	\$10.50
	2	\$9.75	\$10.00	\$10.25	\$10.50	\$10.75
	3	\$10.00	\$10.25	\$10.50	\$10.75	\$11.00
	4	\$10.25	\$10.50	\$10.75	\$11.00	\$11.25
	5	\$10.65	\$10.69	\$10.90	\$11.16	\$11.50
	6	\$10.86	\$11.06	\$11.10	\$11.32	\$11.60
	7	\$11.18	\$11.28	\$11.48	\$11.53	\$11.75
	8	\$11.49	\$11.60	\$11.71	\$11.92	\$12.00
	9	\$11.80	\$11.92	\$12.04	\$12.15	\$12.25
	10	\$12.08	\$12.21	\$12.34	\$12.47	\$12.50
	11	\$12.39	\$12.50	\$12.64	\$12.78	\$12.80
	12	\$12.45	\$12.82	\$12.94	\$13.09	\$13.15
	13	\$12.51	\$12.89	\$13.27	\$13.40	\$13.50
	14	\$12.58	\$12.95	\$13.34	\$13.74	\$13.75
	15	\$12.60	\$12.98	\$13.37	\$13.77	\$14.00
	16	\$12.67	\$13.01	\$13.40	\$13.80	\$14.05
	17	\$12.73	\$13.08	\$13.43	\$13.83	\$14.10
	18	\$12.79	\$13.14	\$13.50	\$13.87	\$14.15
	19	\$12.85	\$13.20	\$13.56	\$13.93	\$14.20
	20	\$12.91	\$13.27	\$13.63	\$14.00	\$14.25
	21	\$12.98	\$13.33	\$13.70	\$14.07	\$14.30
	22	\$13.04	\$13.40	\$13.76	\$14.14	\$14.35
	23	\$13.10	\$13.46	\$13.83	\$14.20	\$14.40
	24	\$13.16	\$13.52	\$13.89	\$14.27	\$14.45
	25	\$13.19	\$13.55	\$13.92	\$14.30	\$14.50
	26	\$13.25	\$13.58	\$13.95	\$14.33	\$14.55
	27	\$13.31	\$13.64	\$13.98	\$14.36	\$14.60
	28	\$13.37	\$13.71	\$14.05	\$14.39	\$14.65
	29	\$13.44	\$13.77	\$14.11	\$14.46	\$14.70
	30	\$13.50	\$13.83	\$14.18	\$14.53	\$14.75
	31	\$13.56	\$13.90	\$14.24	\$14.59	\$14.80
	32	\$13.62	\$13.96	\$14.31	\$14.66	\$14.85
	33	\$13.68	\$14.02	\$14.37	\$14.73	\$14.90
34	\$13.75	\$14.09	\$14.44	\$14.79	\$14.95	
35+	\$13.81	\$14.15	\$14.50	\$14.86	\$15.00	

## EXAMPLE

Employees move across the chart at July 1 and down the chart for their seniority. For example, a Monitor at \$10.65 with 5 years of seniority at the beginning of the 2011-12 scale would increase to \$12.25 at the 9-year seniority level by the end of this contract.

CATA Rural Service

	Seniority in Years	Effective 7/1/2011	Effective 7/1/2012	Effective 7/1/2013	Effective 7/1/2014	Effective 7/1/2015
SENIORITY IN YEARS (REMEMBER TO INCREASE YOUR SENIORITY AS YOU LOOK AT FUTURE CONTRACT YEARS)	0	\$10.25	\$10.40	\$10.55	\$10.70	\$10.90
	90-day	\$11.50	\$11.85	\$12.20	\$12.55	\$12.90
	1	\$11.75	\$12.10	\$12.45	\$12.80	\$13.15
	2	\$12.00	\$12.35	\$12.70	\$13.05	\$13.40
	3	\$12.25	\$12.60	\$12.95	\$13.30	\$13.65
	4	\$12.50	\$12.75	\$13.20	\$13.55	\$13.90
	5	\$13.00	\$13.25	\$13.60	\$13.90	\$14.15
	6	\$13.25	\$13.50	\$13.85	\$14.15	\$14.40
	7	\$13.50	\$13.75	\$14.10	\$14.40	\$14.65
	8	\$13.75	\$14.00	\$14.35	\$14.65	\$14.90
	9	\$14.00	\$14.25	\$14.60	\$14.90	\$15.15
	10	\$14.55	\$14.60	\$14.70	\$15.00	\$15.25
	11	\$14.85	\$14.90	\$15.00	\$15.10	\$15.45
	12	\$14.90	\$15.00	\$15.10	\$15.20	\$15.65
	13	\$14.95	\$15.10	\$15.20	\$15.30	\$15.85
	14	\$15.00	\$15.20	\$15.30	\$15.40	\$16.05
	15	\$15.05	\$15.30	\$15.40	\$15.50	\$16.15
	16	\$15.15	\$15.40	\$15.50	\$15.60	\$16.25
	17	\$15.20	\$15.50	\$15.60	\$15.70	\$16.35
	18	\$15.25	\$15.60	\$15.70	\$15.80	\$16.45
	19	\$15.30	\$15.70	\$15.80	\$15.90	\$16.55
	20	\$15.35	\$15.75	\$15.85	\$15.95	\$16.60
	21	\$15.40	\$15.80	\$15.90	\$16.00	\$16.65
	22	\$15.50	\$15.85	\$15.95	\$16.05	\$16.70
	23	\$15.55	\$15.90	\$16.00	\$16.10	\$16.75
	24	\$15.60	\$15.95	\$16.05	\$16.15	\$16.80
	25	\$15.65	\$16.00	\$16.10	\$16.20	\$16.85
	26	\$15.70	\$16.05	\$16.15	\$16.25	\$16.90
	27	\$15.80	\$16.10	\$16.20	\$16.30	\$16.95
	28	\$15.85	\$16.15	\$16.25	\$16.35	\$17.00
	29	\$15.90	\$16.20	\$16.30	\$16.40	\$17.05
	30	\$15.95	\$16.25	\$16.35	\$16.45	\$17.10
	31	\$16.00	\$16.30	\$16.40	\$16.50	\$17.15
	32	\$16.05	\$16.35	\$16.45	\$16.55	\$17.20
	33	\$16.10	\$16.40	\$16.50	\$16.60	\$17.25
34	\$16.15	\$16.45	\$16.55	\$16.65	\$17.30	
35+	\$16.20	\$16.50	\$16.60	\$16.70	\$17.35	

EXAMPLE

Employees move across the chart at July 1 and down the chart for their seniority. For example, a CRS Driver at \$13.00 with 5 years of seniority at the beginning of the 2011-12 scale would increase to \$15.15 at the 9-year seniority level by the end of this contract.

## CSS Car/Van, CSS Service Bus, and Transit Shuttle Bus

	Seniority in Years	Effective 7/1/2011	Effective 7/1/2012	Effective 7/1/2013	Effective 7/1/2014	Effective 7/1/2015
SENIORITY IN YEARS (REMEMBER TO INCREASE YOUR SENIORITY AS YOU LOOK AT FUTURE CONTRACT YEARS)	0	\$9.00	\$9.25	\$9.50	\$9.75	\$10.00
	90-day	\$10.00	\$10.25	\$10.50	\$10.75	\$11.00
	1	\$10.25	\$10.50	\$10.75	\$11.00	\$11.25
	2	\$10.50	\$10.75	\$11.00	\$11.25	\$11.50
	3	\$10.75	\$11.00	\$11.25	\$11.50	\$11.75
	4	\$11.00	\$11.25	\$11.50	\$11.75	\$12.00
	5	\$11.25	\$11.50	\$11.75	\$12.00	\$12.25
	6	\$11.55	\$11.75	\$12.00	\$12.25	\$12.50
	7	\$11.85	\$12.00	\$12.25	\$12.50	\$12.75
	8	\$12.15	\$12.25	\$12.50	\$12.75	\$13.00
	9	\$12.45	\$12.50	\$12.75	\$13.00	\$13.25
	10	\$13.05	\$13.10	\$13.25	\$13.30	\$13.50
	11	\$13.35	\$13.40	\$13.45	\$13.50	\$13.60
	12	\$13.45	\$13.50	\$13.55	\$13.60	\$13.70
	13	\$13.55	\$13.60	\$13.65	\$13.70	\$13.80
	14	\$13.65	\$13.70	\$13.75	\$13.80	\$13.90
	15	\$13.75	\$13.80	\$13.85	\$13.90	\$14.00
	16	\$13.80	\$13.85	\$13.90	\$13.95	\$14.10
	17	\$13.85	\$13.90	\$13.95	\$14.00	\$14.20
	18	\$13.90	\$13.95	\$14.00	\$14.05	\$14.30
	19	\$13.95	\$14.00	\$14.05	\$14.10	\$14.40
	20	\$14.00	\$14.05	\$14.10	\$14.15	\$14.50
	21	\$14.05	\$14.10	\$14.15	\$14.20	\$14.60
	22	\$14.10	\$14.15	\$14.20	\$14.25	\$14.70
	23	\$14.15	\$14.20	\$14.25	\$14.30	\$14.80
	24	\$14.20	\$14.25	\$14.30	\$14.35	\$14.90
	25	\$14.25	\$14.30	\$14.35	\$14.40	\$15.00
	26	\$14.30	\$14.35	\$14.40	\$14.45	\$15.10
	27	\$14.35	\$14.40	\$14.45	\$14.50	\$15.20
	28	\$14.40	\$14.45	\$14.50	\$14.55	\$15.30
	29	\$14.45	\$14.50	\$14.55	\$14.60	\$15.40
	30	\$14.50	\$14.55	\$14.60	\$14.65	\$15.50
	31	\$14.55	\$14.60	\$14.65	\$14.70	\$15.60
	32	\$14.60	\$14.65	\$14.70	\$14.75	\$15.70
	33	\$14.65	\$14.70	\$14.75	\$14.80	\$15.80
34	\$14.70	\$14.75	\$14.80	\$14.85	\$15.90	
35+	\$14.75	\$14.80	\$14.85	\$14.90	\$16.00	

## EXAMPLE

Employees move across the chart at July 1 and down the chart for their seniority. For example, a CSS Driver at \$11.25 with 5 years of seniority at the beginning of the 2011-12 scale would increase to \$13.25 at the 9-year seniority level by the end of this contract.