

MICHIGAN CENTER SCHOOLS

and

**LOCAL #139, AFSCME
BUS DRIVER AGREEMENT**

July 1, 2013 - June 30, 2016

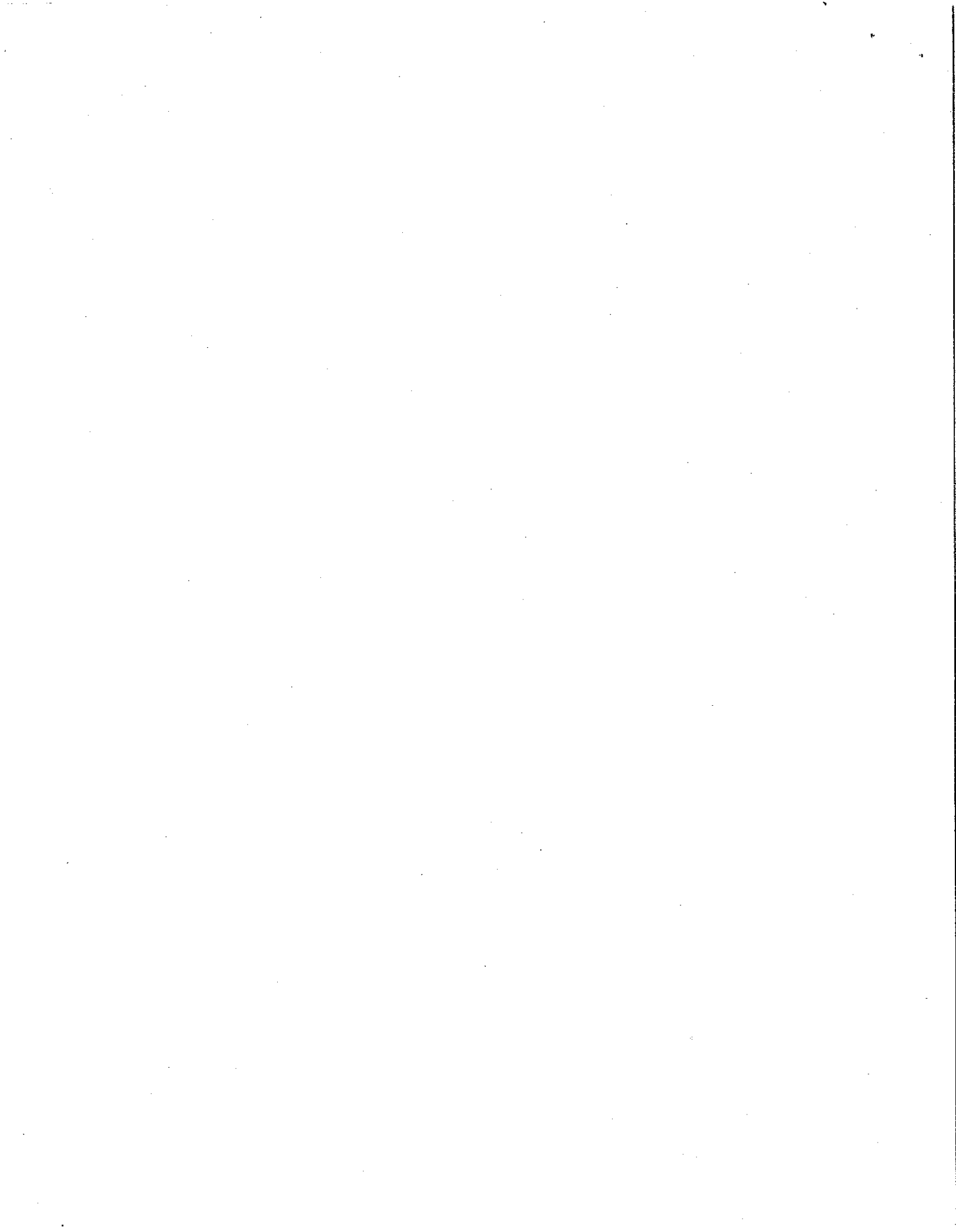


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AGREEMENT

THIS AGREEMENT entered into between the MICHIGAN CENTER SCHOOL DISTRICT (hereinafter referred to as the "Employer") and the MICHIGAN CENTER SCHOOL EMPLOYEES CHAPTER OF LOCAL #139, MICHIGAN COUNCIL #25, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the employees.

ARTICLE 1

Section 1. RECOGNITION - Employees Covered

(a) Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all regular bus drivers.

(b) **Definitions**

Bus Driver -- An employee who is regularly scheduled to work on a bus run consisting of at least a single pick up and delivery of students along an established route before and after school on a regular basis.

Substitute Bus Driver -- An employee who is on call to work only when a bus driver is not available.

Regular Run -- A specific route, which involves the transportation of students from home to school or school to home. The Career Center and Preschool are regular runs.

Extra Trips -- Any trip outside of a regular run.

Double Run -- A Secondary school regular run and Elementary regular run.

Section 2. AID TO OTHER UNION

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

ARTICLE 2

Section 1. UNION REPRESENTATION

For the purpose of collective bargaining and negotiating, in respect to rates of pay, hours of employment, and other conditions of employment, the Union will be represented by two (2) committee members from the bargaining unit who are employees of the Michigan Center School District and a representative from Michigan AFSCME Council 25. One of these committee members will be designated as Chapter Chairperson.

Section 2. STEWARDS

The above committee members shall also act as stewards and shall be selected as follows:

One Bus Driver Employee.

One from the Unit at Large to be designated Chapter Chairperson.

Section 3. ADJUSTMENTS IN REPRESENTATION

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation. Therefore, it is mutually agreed that the number of committee members and/or stewards shall be subject to negotiation for an increase or decrease should the total number of employees covered by this Agreement increase or decrease by a minimum of ten (10).

Section 4. SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer upon the request of either party. There shall be at least two (2) representatives of each the Employer and the Union in attendance at the meeting. Arrangements for such special conferences shall be made in advance and an agenda of the items to be discussed at the special meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. This meeting may be attended by a representative of the Council and/or the International Union.

ARTICLE 3 GRIEVANCE PROCEDURE

Section 1. DEFINITION

A grievance is an alleged violation, misinterpretation, or misapplication of the expressed provisions of this Agreement.

Section 2. PROCEDURE

STEP 1.

Any employee with a grievance may present it orally or in writing to his or her immediate supervisor. If the complaint is not satisfactorily resolved at this Step 1, the employee may proceed to Step 2 of the grievance procedure.

STEP 2.

- (a) The employee shall file a written grievance on the approved form (**Appendix B**) with his or her steward specifying how and which of the provisions of the Agreement have been violated, and the remedy sought, within ten (10) days after the event or occurrence which is its basis. All grievances shall be signed by the grievant and his or her steward. All information regarding the incident or situation will be shared with the Employer on the grievance form.
- (b) Within five (5) days after receipt of the written grievance, the Supervisor shall meet with the grievant and Union Steward in an effort to resolve the grievance. The Supervisor shall indicate his disposition of the grievance in writing within five (5) days of such meeting.

STEP 3.

- (a) If the grievance is not resolved at Step 2, it shall be submitted to the Superintendent or his representative within five (5) days after the Supervisor makes his disposition.

- (b) Within five (5) days the Superintendent or his representative shall meet with the Chapter Chairperson or his designated representative on the grievance and shall indicate his disposition in writing within five (5) days of such meeting.

STEP 4.

- (a) If the grievance is denied by the Superintendent or his representative in Step 3 and no agreement is reached, the grievance shall be transmitted to the Secretary of the Board of Education by the Chief Steward or his designated representative within five (5) days after the disposition by the Superintendent or his representative.
- (b) The Board shall hold a meeting on the grievance within thirty (30) days after its receipt by the Secretary. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter.
- (c) The right to a Board level hearing is restricted to those issues which are subject to closed session review under the Michigan Open Meetings Act, and then only where the grievant requests a closed session. All other grievances may move directly to arbitration by the union.

STEP 5.

- (a) If a satisfactory decision has not been rendered in Step 4, the Union may submit a notice of intent to proceed to arbitration to the Superintendent within ten (10) days after the disposition in Step 4.
- (b) If the parties cannot agree as to the arbitrator within ten (10) days after said notice of intent is submitted to the Superintendent, the arbitrator shall be selected by the American Arbitration Association in accordance with its voluntary labor arbitration rules. The arbitrator shall not have the power to alter, add to, or to subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- (c) The fees and expenses of the arbitrator shall be shared equally by the Employer and Union.

Section 3. MISCELLANEOUS

- (a) Any grievance not answered within the time limits by the Employer shall be advanced to the next level at the option of the union.
- (b) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.
- (c) The time limits herein specified for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing.
- (d) A grievance may not be withdrawn by either party except by mutual consent.
- (e) If a grievance is withdrawn, all financial liabilities shall be canceled.
- (f) No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.
- (g) The term "days" shall not include Saturdays, Sundays and holidays.
- (h) The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - (1) The termination of services or failure to re-employ any probationary employee.
 - (2) Any matter involving employee evaluations, but may not be used for disciplinary purposes.

- (3) Any matter for which there is recourse under state or federal statutes.

ARTICLE 4 SENIORITY

Section 1. PROBATIONARY PERIOD

- (a) New employees hired in the unit shall be considered as probationary employees for the first sixty (60) working days of their employment. The sixty (60) working days probationary period days missed during the probationary period shall serve to extend the probationary period. Upon successful fulfillment of this probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the day sixty (60) working days prior to the day he completes the probationary period.. The Employer may extend the probationary period one (1) time for another thirty (30) days for a new employee, if the employee is given written improvement instructions. The Chapter Chairperson and steward shall be provided with a copy of the extension and written instructions.
- (a) Probationary drivers bidding rights will be honored and begin after successfully completing their probationary period.
- (b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1, Section 1 of this Agreement, except discharged and disciplined employees for other than Union activity.
- (d) Seniority shall be determined on a classification basis with seniority to be measured from last date of hire within the classification. The classification is defined as bus driver. The last date of hire within the bargaining unit shall become the seniority date and number for each employee.
- If an employee moves from one bargaining unit to another bargaining unit, his/her seniority in the previous bargaining unit will be frozen and his/her seniority in the new bargaining unit will be measured from the date he/she started in that bargaining unit. Seniority frozen in the previous bargaining unit shall remain frozen for as long as the employee is employed by the district. Seniority frozen shall not be used for bidding purposes. Seniority frozen shall only be used by the employee to bump the least senior employee in the previous bargaining unit when he/she is facing a layoff in his/her current bargaining unit. This section only applies to bus drivers and custodial/maintenance personnel.

Section 2. SENIORITY LISTS

- (a) The seniority lists on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- (b) The Employer will keep the seniority lists up to date at all times and will provide the local Union membership with copies annually.

Section 3. LOSS OF SENIORITY

An employee shall lose his or her seniority only if the employee:

- (a) Quits. (If the employee later returns he or she begins at the bottom of the seniority list.)
- (b) Is discharged.
- (c) Is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will notify the employee in writing at his or her last known address that the employee's employment has been terminated.

- (d) Does not return to work when recalled from layoff as set forth in the recall procedure.
- (e) Retires.
- (f) Is continuously laid off for a period equal to the employee's accumulated seniority or eighteen (18) months, whichever is lesser.

Section 4. SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, stewards shall, in the event of a layoff, be employed as long as there is a job for which they are capable and qualified to perform and shall be recalled on the first open job in the unit for which they are capable and qualified to perform.

ARTICLE 5
EMPLOYER RIGHTS

The Employer, on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and the United States, including, but without listing the generality of the foregoing; the management and control of school properties, facilities, materials used, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel. The exercise of these powers, rights, authority, duties and responsibilities by the Employer, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement.

ARTICLE 6
UNION RESPONSIBILITY

Section 1. OBJECTIVE

The Union recognizes that the primary objective of this Agreement is to promote orderly personnel relations between the Employer and its employees in order to attain efficient and uninterrupted operation of the Employer's school plants. The Union and its members agree that they, and each of them, will cooperate with the Employer to assure to it a fair day's work.

Section 2. STRIKE PROHIBITION

It is recognized that this Agreement is intended to set forth the rights and obligation of the Employer to the Union and the employees it represents, and that the grievance procedure set forth herein gives them full redress for any grievance arising from this Agreement. The Employer and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means without interruption of the school program. Accordingly, the Union agrees that during the term of this Agreement, it shall not direct, instigate or support any strike action against the Employer. The Union further agrees that should it violate this provision of the Agreement, that the Employer shall be under no obligation or responsibility to fulfill the Agreement. P.E.R.A. outlines laws relative to work stoppages which both parties agree to abide by during this contract.

ARTICLE 7
LAYOFF

Section 1. DEFINED

The word "layoff" means a reduction in the working force.

Section 2. PROCEDURE

If it becomes necessary for a layoff, the following procedure will be mandatory. When the number of employees in the bus driving classification is being reduced, those bus drivers who are probationary employees shall be laid off in inverse order of hiring. The last hired will be the first laid off. If a further reduction in the bus driver personnel is required after probationary driver employees are laid off, the senior drivers will be laid off in inverse order of hiring. The last hired will be the first laid off provided the remaining employees are capable of doing the work and are qualified.

Section 3. NOTICE

Employees to be laid off for an indefinite period except in the event of natural catastrophes shall receive at least seven (7) calendar days notice of layoff. The Chief Steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

ARTICLE 8 **RECALL**

Drivers will be recalled according to driver seniority provided they are capable and qualified to perform the available work. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report to the Employer within five (5) calendar days from the date of mailing of notice of recall, he shall be considered as quit unless during said five (5) calendar day period he is granted a leave of absence without pay by the Employer for a definite period of time.

ARTICLE 9 **ASSIGNMENTS**

Section 1. BUS RUN ASSIGNMENTS

The Employer shall establish the route for each regular run. The starting time shall be determined by the route, seasons of the year in which it is run, and the length of the run shall be the time it takes to safely drive the entire route.

At least seven (7) calendar days prior to the first instructional day in each year, drivers shall meet with the Employer for the purpose of bidding bus runs. The Employer shall provide written notice of the intended date of said meeting not later than July 1 of the preceding year.

- (a) Bus runs will be bid on the basis of seniority, provided the driver is capable and qualified, with the most senior driver bidding on available runs first.
- (b) At the annual bid meeting, the Employer will provide written notice of the available runs, together with a schedule of hours for each run.
- (c) At a minimum, each driver will bid on a morning and afternoon double run (secondary & elementary combined) designated by Route Number. EXCEPTION: Career Center is its own run and single elementary route is its own run. Additional runs will be bid at the driver's option by seniority. The Preschool Run will be awarded first to a driver who has only an Elementary run.

- (d) Drivers who are seriously ill or unable to attend, shall be permitted to submit their bids by proxy on forms provided by the Employer. Said forms shall be submitted to the immediate supervisor in advance of the bid meeting.
- (e) Except as provided in paragraph 4, drivers who miss a bid meeting will be assigned to a remaining run(s).
- (f) Vacancies which remain or occur subsequent to any bid meeting shall be governed by Article 10 of this Agreement.
- (g) The foregoing shall not apply to temporary assignments which are assigned in accordance with seniority when possible without interference with regular runs.
- (h) Buses will be assigned as necessary.
- (i) In the event a route is altered or modified by one (1) bus run the Employer agrees that prior to the second semester of school, the bus steward shall have the option of requesting that bus runs be reposted in accordance with Article 9 of the existing contract.

Section 2. TRANSFER OUT OF CLASSIFICATION

Employees who transfer from one bargaining unit to another (bus driver-custodian) will be listed on the bottom of the seniority list for purposes of layoffs, overtime, recall, transfers, and promotions. Their total service to the district will be used for the computation of all benefits referred to in this Agreement; provided that district seniority in the bus driver unit will be prorated at 1/2 the service of the custodial unit.

ARTICLE 10
VACANCIES

Section 1. VACANCY/NEW POSITIONS

- (a) In the event of a vacancy or newly created driver position, bargaining unit employees shall be given the opportunity to apply for such an open position provided they meet the qualifications which shall be conspicuously posted in each building for five (5) days.
- (b) If a driver position becomes available after the annual bid meeting, those employees will have the opportunity to bid. Custodial/maintenance employees may apply. The position will be awarded to the most senior driver bidding provided they are qualified for performing all the responsibilities of the assignment.
- (c) In the event a driver position is still vacant after the driver bidding process is completed, any custodial/maintenance employee who has applied during the five (5) day posting period will be given consideration for the driver position. However, this would not prevent the Employer from hiring an outside person, whose qualifications exceed the current school employees who have applied.
- (c) In the event a custodial position is still vacant after the custodial bidding process is completed, any driver who has applied during the five (5) day posting will be given consideration for the custodial position. However, this would not prevent the Employer from hiring an outside person whose qualifications exceed the current school employees who have applied.
- (d) All union drivers will be asked before any outside person for any and all substitute work, as long as it does not interfere with the drivers normal route for the following positions: kitchen help, custodial and lawn mowing as long as total hours worked do not exceed 40 hours per week. It will be the responsibility of the driver in conjunction with the department supervisor

to monitor weekly hours worked to insure no overtime. This would also include summer work, holiday breaks and spring break.

Section 2. TRIAL PERIOD

(a) The employee awarded the position shall be granted up to a four (4) week trial period to determine:

(1) His desire to remain on the job.

(2) His ability to perform the job.

In the event the senior applicant is denied the promotion by the Employer, reasons for denial shall be given in writing to such employee's Chief Steward. In the event the senior applicant disagrees with the reasons for denial, it shall be proper subject for the Grievance Procedure.

(b) During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing by the Employer to the employee with a copy to the Union. The matter may then become a proper subject for Step 3 of the Grievance Procedure.

(c) If a vacancy occurs and the Employer decides to fill such vacancy, the vacancy shall be posted within ten (10) working days after the Employer makes such decision and shall be awarded within five (5) working days after the final posting.

ARTICLE 11 **VETERANS' LAW**

Except as hereinafter provided the reemployment rights of employees and probationary employees shall be governed by Veterans' applicable laws and regulations.

ARTICLE 12 **LEAVE OF ABSENCE**

Section 1. FAMILY MEDICAL LEAVE ACT

The Employer reserves the right to exercise those rights available to it under the Family Medical Leave Act and the rules established by the Federal government for purposes of implementation of the Acts provisions.

Section 2. SICK LEAVE ALLOWANCE

Employees shall be eligible for sick leave with pay within the limits as set forth below:

(a) Bus drivers shall be allowed sick leave days during the school year without loss of pay. Each eligible bus driver shall be credited with nine (9) sick days and two (2) personal days at the beginning of each school year (September) subject to adjustment if the bus driver is not employed the entire year.

Sick leave will be granted for personal illness or disability of the employee or critical illness of immediate family (mother, father, children, spouse). Sick days for immediate family illness are limited to two (2) days per year. Additional days may be approved by the Supervisor.

Sick leave will be prorated, at the option of the employee, where an employee is collecting Worker's Compensation. The employee will make a one time election on this option for each period of disability, through the Business Office, in writing within five (5) business days of the first day of absence. Once sick leave is exhausted, the employee will only receive the payments afforded by law.

A day for purposes of this section consists of the number of regularly scheduled runs per day. If less than a full day is missed, the appropriate number of runs will be charged.

- (b) Sick leave days which have not been used, may accumulate to the credit of the employee's account not to exceed 72 days, plus the 10 day bonus leave.
- (c) A bonus of ten (10) days sick leave will be credited to the employee's account on the first day of his 6th consecutive year of service.
- (d) Each bargaining unit member shall be entitled to accumulate not more than 82 paid sick days; provided, however, at the end of each year an employee shall receive thirty dollars (\$30.00) for each day the employee has accumulated in excess of 82 days.
- (e) Under normal situations, the Employer may require a doctor's certificate after three (3) days illness. The Employer may require the employee to have an examination by an Employer designated physician and report all conditions which might affect the performance or well being of the employee via a certificate or report from the examining physician. The Employer will assume any examination fees and pay the employee for his/her time to comply with this requirement.

Section 3. TERMINAL LEAVE PAYMENT

Terminal leave pay shall be paid to employees who qualify and retire or terminate under the provision of the Michigan Public School Employees Retirement Act, or to his estate upon death, at the following rates:

10 through 14 years - 1/2 of 60 days pay

15 through 19 years - 1/2 of 80 days pay

20 years or more - 1/2 of 100 days pay

Terminal leave payments will be based upon the drivers regular runs bid on at the annual bid meeting. Employees terminated for cause shall not be eligible for terminal leave pay.

Section 4. LEAVES OF ABSENCE WITHOUT PAY

Leave of absence without pay for a reasonable period not to exceed one (1) year will be granted when requested in writing by any employee who has been employed for two (2) or more consecutive years by the district without loss of seniority in any of the following cases. A second year may be granted, at the option of the Employer, if requested at least sixty (60) days before the expiration of the original approved leave.

- (a) Serving in any elected or appointed position, either public or Union.

- (b) Personal illness, either physical or mental. Request to return must be accompanied by an Employer designated physician's statement that the employee is able to resume his regular duties.
- (c) Prolonged illness in the immediate family, limited to spouse, children and parents of the employee.
- (d) Maternity and/or paternity leave shall be in accordance with sub-section (b) above and shall be handled as any other illness or disability leave.
- (e) Military leave shall be granted for the purpose of enlistment, conscription, or recall to active service in the military forces of the United States. This leave shall automatically be extended for the actual period of military service. Any employee granted military leave, shall forfeit all rights of reemployment in the district if the employee becomes separated from the military service because of a dishonorable discharge, or re-enlists at the completion of initial obligation.
- (f) Any employee who presents official orders requiring his attendance for a period of training in other active duty as a member of the United States Armed Forces or National Guard shall be entitled to military leave for a period or periods not exceeding a total of fifteen (15) calendar days in any one year.
- (g) One delegate for each fifty (50) members or less, of the local Union elected to attend a function of the Council or the International Union, such as conventions or conferences shall be allowed time off with pay to attend such conferences and/or conventions, not to exceed five (5) working days annually. Additional delegates and time off may be allowed, but without pay.

Section 5. LEAVES OF ABSENCE WITH PAY

- (a) The parties agree there may be personal conditions (the employee will use good judgment in what is deemed personal business) or circumstances which may require absenteeism for other reasons than heretofore mentioned. The Employer agrees that such leave, not to be accumulated nor deducted from sick leave, may be granted and used in situations of urgency, for the purpose of conducting personal business which is impossible to transact on the weekends, after work hours, or during vacation periods. The maximum number of days to be two (2) per year. Requests for such leave days must be submitted 72 hours in advance except in an emergency. Replies for emergency days will be immediate. Other requests will be granted or denied within 48 hours after request is received.
- (b) Death in the Immediate Family - Up to three (3) days will be allowed in the event of a death in a bargaining unit member's immediate family (spouse, children, parents, step-parents, significant other, brothers, sisters, grandparents, and grandchildren of the bargaining unit member and spouse or member of the employee's immediate household) for the purpose of attending the descendant's funeral. Funeral leave and pay shall not be charged against sick leave time, except a bargaining unit member may take up to an additional two (2) days consecutive to the three (3) day funeral leave, but such additional two (2) days shall be charged against his/her accumulated sick leave.

A bargaining unit member shall also be allowed one (1) day each school year to attend the funeral of a person not in the immediate family, but such day shall be charged against his/her accumulated sick leave.

- (c) Additional leave time shall be allowed for funeral leave purposes if requested by the employee and charged against the employee's accumulated sick days.
- (d) An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay only if jury duty interferes with the employee's regular employment hours.

Section 6. RETURN FROM LEAVE OF ABSENCE

Any employee who is returning from an extended leave of absence (3 months or more) must notify the Employer in writing of his intention to return thirty (30) days prior to such return. Failure to comply with this section may be considered as a resignation and a forfeiture of seniority rights.

- (a) The employee will be placed in the same classification (route) he held when he left on his leave of absence. It is mutually agreed that insofar as possible the employee will be placed in the same position (route) he/she left.
- (b) It is further agreed that any vacancy created by an employee who is on a leave of absence will be filled as provided in Article 9-ASSIGNMENTS and/or Article 10 -VACANCIES. Employees who fill the vacancy by either of the two methods provided for in these Articles will revert to their former classification or position (route) upon the return of an employee from a leave of absence. The last employee hired into the bargaining unit shall be subject to the layoff procedure in Article 7.

ARTICLE 13
HOLIDAYS & LONGEVITY PAY

Section 1. HOLIDAYS

Memorial Day, Labor Day, Thanksgiving Day & day after Thanksgiving, Christmas Day, President's Day (provided school is not in session), Good Friday (provided school is not in session), Employee's Birthday (or day of choice provided employee gives supervisor at least 10 days notice), New Year's Day shall be paid holidays.

Whenever any of the above holidays shall fall on Saturday, the preceding Friday shall be observed as the holiday. If the holiday falls on Sunday, the following Monday shall be observed as the holiday.

Employees shall be eligible for holiday pay under the following conditions:

- (1) The employee must work his last scheduled work day prior to the holiday and the scheduled work day following the holiday unless he is excused by the Employer, or he is absent for any reasonable purpose.
- (2) If the holiday is observed while he is on sick leave, the holiday will not be deducted from his leave allowance.

Section 2. LONGEVITY PAY

- (a) Bus driver employees longevity pay schedule will be:
 - 1-4 years Equivalence of 2 days pay
 - 5-8 years Equivalence of 5 days pay
 - 9-15 years Equivalence of 7 days pay

15+ years Equivalence of 8 days pay

All employees hired prior to 1/29/98, between 1-4 years, shall be grandfathered to four vacation days until 5th year of service, then go on above schedule. The longevity pay shall be payable on or before the last school day prior to the commencement of the Christmas vacation period. Longevity pay will be prorated if an employee works less than the minimum 180 days. Years of service for longevity pay purposes shall be determined as of December 15th of said school year.

- (b) Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purpose may, at the request of the employee and within the discretion of the supervisor or Superintendent, be charged against longevity pay leave credit.
- (c) Central administration office personnel or supervisor shall keep necessary records of longevity pay leave credit and shall schedule leaves with particular regard to seniority of employees, in accord with operating requirements and insofar as possible, according to the desires of the employee.
- (d) Holiday and longevity pay will be based upon the regular runs (excludes extra trips) which were run on the corresponding day(s) in the preceding work week.

ARTICLE 14 UNION BULLETIN BOARDS

The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

- (a) Notices of recreational and social events.
- (b) Notices of elections.
- (c) Notices of results of elections.
- (d) Notices of meetings.

ARTICLE 15 EXTRA TRIPS

- (a) Extra bus trips shall be awarded to drivers as set forth below but would not preclude a drivers right to refuse a trip. A driver shall normally be notified at least twelve (12) hours in advance of the scheduled trip for which he is assigned. If a driver refuses a trip, he shall be charged with that trip. A driver can be given a special trip during his regular driving time if a qualified substitute can be found. There shall be no trading of trips among drivers. Posting fulfills the requirement of notice.

If all regular drivers refuse a trip and no qualified substitute is available, the driver with the least seniority will be required to accept this assignment, or in an emergency situation the transportation supervisor will select and assign a qualified driver by seniority and notify the bus steward. In the case of an athletic trip, a coach will be given the assignment contingent on the possession of a CDL license.

Extra Trips (Sunday through Saturday) will be posted for bidding as follows::

- (1) Trips will be bid at a meeting before the first of each month (September through May). Attendance at this meeting is voluntary. Trips under this section will be awarded on a continuous seniority based rotation
 - (2) Trips which are requested between monthly bid meetings or are in June through August will be posted when received. Drivers may bid by signing up for any trip. Bidding for trips will be closed forty-eight (48) hours from the posting date and time after which time it will be awarded. Trips under this section will be awarded to drivers on a continuous seniority based rotation.
- (b) Drivers on layoff shall be called in the normal substitute driver rotation.
 - (c) Cancellation of Trips -- Driver who has bid and received an extra trip will be compensated one (1) hour driving time if the trip is canceled. If the trip is rescheduled, the trip will go to the original awarded driver. If not available, the trip will be rebid.
 - (d) Extra trip rate will be paid at an hourly rate according to contract.
 - (e) For purposes of cost efficiency, extra trips may be split, by the district, at its option. The driver taking a split trip will be paid a minimum of two (2) hours pay for each portion of a split trip.

ARTICLE 16 WORKING HOURS

Section 1. WORK DAY

When the Employer changes the work schedule of any employee, the Employer will notify the affected employee as soon as practical.

Section 2. OVERTIME

Overtime pay shall be at the following rates:

- (a) Time and one-half will be paid for all hours physically worked in excess of forty (40) hours in a work week.
- (b) Double time will be paid as follows:
 - (1) For all hours worked on Sunday.
 - (2) For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.
- (c) Paid time off, regardless of its origin, shall not be considered as time worked for purposes of computing overtime.

Section 3. ACT OF GOD DAYS

When employees are scheduled for normal bus runs and school is canceled due to inclement weather, those hours lost due to an Act of God will not be considered as wages lost, provided the district receives state aid for the day. Employees who report to work on any day when the Employer does not notify the radio station and television station by 6:15 AM that school is canceled shall be compensated for a single run.

Section 4. REPORT TIME AND NOTICE OF ABSENCE

Employees shall report to work at least ten (10) minutes before the scheduled departure time to perform the required check of the bus for Regular Runs and Extra Trips and will remain for five (5) minutes after an extra trip to take care of post trip responsibilities. There will be no pay issued for Pre and Post Trip responsibilities where a trip occurs between runs and the driver does not return to the Bus Garage before departure on the Extra Trip.

It is recognized that with certain sports trips, that the Post Trip time may have to be extended (i.e. - Driver had a football trip on a rainy day and mud is on the bus).

Whenever possible an employee, who because of illness or other legitimate reason is unable to report as scheduled, he/she shall notify the Transportation Supervisor or the Superintendent at least sixty (60) minutes before the scheduled departure time of the employee's trip. An employee who fails to report on time may be denied the scheduled trip in addition to appropriate disciplinary action.

ARTICLE 17 **DISCIPLINE AND DISCHARGE**

Subject to the employee's right to resort to the regular grievance procedure in the event of discharge or any other disciplinary action, the Employer reserves the right to discharge or discipline any employee for reasons detrimental to the school system.

No seniored (non-probationary) driver will be disciplined without just cause.

An employee may request the removal of disciplinary information from his/her personnel file which is more than two (2) years old.

Any driver who tests positive under the provisions of the Omnibus Transportation Employee Testing Act, or who refuses to submit to required testing, will be terminated without recourse to the Grievance Procedure.

ARTICLE 18 **TERMINATION AND MODIFICATION**

Section 1. TERMINATION

If either party desires to terminate this Agreement, it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on ninety (90) day written notice prior to the current year's termination date.

Section 2. MODIFICATION

If either party desires to modify or change this Agreement, it shall, ninety (90) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or

amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 3. NOTICE OF TERMINATION OR MODIFICATION

Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union to: Michigan Council #25, AFSCME, AFL-CIO, 1034 North Washington Avenue, Lansing, Michigan 48906, and if the Employer, addressed to: Superintendent of Schools, 400 South State Street, Michigan Center, Michigan 49254.

ARTICLE 19 **MISCELLANEOUS**

Section 1. DISTRIBUTION OF AGREEMENT

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

Section 2. SUCCESSOR CLAUSE

To the extent that the laws of the State of Michigan provide this Agreement shall be binding upon the Employer's successors, assigns, purchaser, lessees or transferees, whether such succession, assignment or transfer be effected voluntarily or by the operation of law, and in the event of the Employer's merger or consolidation with another Employer, this Agreement shall be binding upon the merged or consolidated Employer.

Section 3. COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

Section 4. GENDER

Wherever the masculine gender is used in this Agreement, it shall be considered to apply to either or both sexes.

Section 5. COOPERATIVE BUSING

Michigan Center and East Jackson School Districts have historically participated in "cooperative busing", when both districts have had small groups of students attending a school related event at the same destination. The procedure to be used to meet the needs of cooperative busing is as follows:

- (1) Cooperative busing shall be arranged through Michigan Center and East Jackson Transportation Supervisors.
- (2) Busing responsibility shall be rotated between East Jackson and Michigan Center School Districts as needed.
- (3) The district who provides the services related to cooperative busing shall be responsible for the cost.

ARTICLE 20
DURATION

This Agreement shall become effective upon ratification by the parties and continue in full force and effect until June 30, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

MICHIGAN CENTER SCHOOL EMPLOYEES
CHAPTER OF LOCAL UNION #139,
MICHIGAN COUNCIL #25, AFSCME, AFL-CIO

MICHIGAN CENTER SCHOOL
DISTRICT

Joseph Polcitt

Gerald J. Hilda

Board President

Jerry Collier (ba)

John D. Kusa

Board Secretary

Scott S. Loyd

Superintendent of Schools

Negotiating Committee
In presence of:

In presence of:

APPENDIX A

A. SALARY SCALE - Bus Driver Personnel.

The following rates will be paid for a single bus run.

<u>2013/14</u>	<u>2014/15</u>	<u>2015/16</u>
\$14.87	\$15.02	\$15.17

B. EXTRA TRIPS

	<u>2013/14</u>	<u>2014/15</u>	<u>2015/16</u>
Monday through Friday	\$11.65	\$11.65	\$11.65
Weekend			
(Saturday)	\$13.98	\$13.98	\$13.98
(Sunday)	paid at weekend double time per Article 16, Section 2		

C. DOWN TIME -- includes sweeping and cleaning bus.

2013/14 -- \$32.35 per month, September - June

2014/15 -- \$32.35 per month, September - June

2015/16 -- \$32.35 per month, September - June

The above is based on four (4) daily runs or more. Prorated on less runs.

D. BOARD PAID ANNUITY

\$115 annually paid in June. Prorated for drivers with less than four (4) runs daily and working less than a full year.

E. RETIREMENT

During the term of this agreement, the Employer shall pay to the Public School Employees Retirement Fund for each eligible employee in the unit. The employees shall also be covered by social security. The Employer shall contribute toward retirement time one (1) hour for each run.

Individual retiring after ten (10) years of service to the district shall receive \$50 per year for years of service or Article 12, Section 3, but not both.

F. INSURANCE

1. LIFE INSURANCE - From the first day of the month following the employment of the bus driver, the Employer shall furnish, without cost, a fifteen thousand dollar (\$15,000) life and double indemnity accidental life insurance policy. This shall be terminated on the last day of the month in which the employee terminates his/her employment.
2. VISION INSURANCE - The Employer will reimburse every employee \$150 annually for vision care. The amount will be prorated for drivers with less than four (4) runs daily. Employees must submit vision care receipts to the Business Office to receive their reimbursements.

Employee can carry over unused amounts from the previous year not to exceed \$300 (using prior year unused \$150 and current year \$150).

3. HOSPITAL and MEDICAL INSURANCE - SUBJECT TO THE RULES AND REGULATIONS OF THE UNDERWRITERS. Employees shall, at their option, be allowed to purchase at the Employer's group rate, the same hospital/medical insurance provided to the custodial/maintenance employees.

G. MEAL REIMBURSEMENT

Employees shall be paid a meal allowance for Saturday trips only AS FOLLOWS:

BREAKFAST	\$4.00
LUNCH	\$5.00
DINNER	\$7.00

Drivers must turn in receipts to Transportation Supervisor which will be forwarded to the Business Office with time sheets. Reimbursement will be according to the following times:

Early morning - 11 AM (Breakfast), 11 AM - 4 PM (Lunch), 4 PM - 7 PM or later (Dinner)

H. LICENSE & FEES

The district shall pay driver's cost for CDL training and license. If an employee, hired after 7/1/98, leaves the district prior to his/her two (2) year anniversary date, the employee is responsible for reimbursing the district for that year's cost of CDL.

APPENDIX B
AFSCME Local 139 Bus Driver Official Grievance Form

Grievant's Name: _____

Date Grievance Arose: _____

Specific Details of Grievance:

Which supervisory member(s) is/are responsible for alleged grievance?

Who witnessed the alleged grievance? _____

Cite all of specific articles & provisions of the contract alleged to have been violated:

What occurred that allegedly violated the foregoing provisions of the contract?

When and where did this occur? _____

How was the contract allegedly violated?

The relief requested by the employee because of the alleged contract violation:

Employee's Signature

Date Grievance Filed

Steward Signature

Management Response:

Management Signature

Date

STEP 2//Delivered To: _____

Management Member Name

Date

Management Response:

Management Signature

Date

AFSCME Local 139 Bus Driver Official Grievance Form

STEP 3//Delivered To: _____
Management Member Name Date

Management Response:

Management Signature Date

STEP 4//Delivered To: _____
Management Member Name Date

Management Response:

Management Signature Date

APPENDIX C
Definition of Just Cause

ROBERTS' DICTIONARY
of
INDUSTRIAL RELATIONS

REVISED EDITION

by
Harold S. Roberts



The Bureau of National Affairs, Inc.

Washington, D.C.

Just Cause—Proper or sufficient reasons for disciplinary measures imposed on workers by management. The term is commonly used in agreement provisions to safeguard workers from disciplinary action which is unjust, arbitrary, capricious or which lacks some reasonable foundation for its support. Disciplinary action also may be held to be lacking "just cause" if the penalties bear no reasonable relationship to the degree of the alleged offense. The just cause justifying a discharge generally is related to the employee's work—any conduct, action, or inaction by, arising from, or directly connected with his work, which is inconsistent with his obligations to his employer under his contract of hire, or union contract—and reflects the employee's willful disregard of the employer's interests. When defined in agreements, "just cause" for discipline usually includes such offenses as dishonesty, theft, insubordination, fighting on the job, inefficiency, repeated absence or tardiness, intoxication on the job, and destruction of company property.

Professor Carroll R. Daugherty has suggested seven test questions for determining "just cause" for discipline. Daugherty maintains that a "no" answer to any one of the following questions would normally indicate that just cause for discipline did not exist. His test questions are:

(1) Was the employee given advance warning of the possible or probable disciplinary consequences of his conduct? (2) Was the rule or order reasonably related to the efficient and safe operation of the business? (3) Before administering discipline, did the employer make an effort to discover

whether the employee did, in fact, violate a rule or order of management?

(4) Was the employer's investigation conducted fairly and objectively? (5) Did the investigation produce substantial evidence or proof that the employee was guilty as charged? (6) Had the company applied its rules, orders, and penalties without discrimination?

(7) Was the degree of discipline administered in the particular case reasonably related to (a) the seriousness of the employee's proven offense, and (b) the employee's record of company service?

Source References: Employing Lithographers Assn. of Detroit, 21 LA 672; ECA Communications, Inc., 29 LA 571; Grist Bros. Co. Paper Corp., 42 LA 558; West Virginia Pulp & Paper Co., 45 LA 515; Enterprise Wire Co., 46 LA 359; Frank Elkouri and Edna A. Elkouri, HOW ARBITRATION WORKS (rev. ed., Wash., D.C.: BNA, 1960); Lawrence Stassin, EMPLOYEE DISCIPLINE (Wash., D.C.: BNA, 1960).

