



Livingston Educational Service Agency

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## **AGREEMENT**

*Between*

**LIVINGSTON EDUCATIONAL  
SERVICE AGENCY (AGENCY)**

*And*

**TEAMSTERS LOCAL NO. 214  
I.B.T.**

**Effective September 14, 2011 to June 30, 2013**

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## **PREAMBLE**

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The Livingston Educational Service Agency (Michigan) Board of Education and the Livingston Educational Service Agency Regular Bus Drivers and Regular Bus Assistants Local 214, affiliated with the International Brotherhood of Teamsters, agree as follows:

## **Article I. PURPOSE AND INTENT**

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The general purpose of this Agreement is to set forth the wages, hours, and working conditions of employment. Both Employer and Union agree to abide by the terms and conditions set forth herein for the duration of this Agreement.

## **Article II. RECOGNITION**

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The Board hereby recognizes the Local 214, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union)," as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for those employees included in the unit for bargaining as set forth in the paragraph below

The following personnel comprise, by way of illustration, this bargaining unit:

All Regular bus drivers and assistants for the Regional Transportation Collaborative of the employer.

Excluding: All substitutes and bus drivers and bus assistants represented by AFSCME and all others.

The Board agrees not to negotiate regarding the terms and conditions of employment for bargaining unit members with any individual member of the bargaining unit or any organization other than Teamsters Local 214 for the duration of this Agreement.

## **Article III. BOARD OF EDUCATION RIGHTS**

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It is expressly agreed that all rights which ordinarily vest in and have been exercised by the board except those which are clearly and expressly relinquished herein by the board, shall continue to vest exclusively in and be exercised exclusively by the board without prior negotiations with the union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the agency's business, its equipment, its operations and the work force and the affairs of the agency.

2. Direct the working forces, including the right to hire, promote, suspend, discharge and transfer employees and to determine the size of the work force.
3. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work or changes therein, and the institution of new and/or improved methods of changes therein.
4. Adopt rules and regulations not in conflict with this agreement (10 day notice will be provided except as required by emergency situations or requests for immediate changes by constituent districts).
5. Determine the qualifications of employees.
6. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
7. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
8. Determine the financial policies, including all accounting procedures.
9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the board shall not abridge any rights of employees as specifically provided in this agreement.
10. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria and shall not be in conflict with this agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the board, the adoption of policies, rules, regulations and practices in furtherance therewith shall be limited only by the specific and express terms of this agreement. Nothing contained herein shall be considered to deny or restrict the board of its rights, responsibilities, and authority under the Michigan general school laws or any other national, state, county, district or local laws or regulations that pertain to education.

## **Article IV. FITNESS FOR DUTY ASSESSMENTS**

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### **Section 4.01 Clinical Examination**

The board shall have the right to request a clinical examination, either physical or mental or both, at its expense when, in its estimation, the health of the employee is such as to render him/her unfit for service in the agency. Employees will not lose wages for examinations required by the employer under this section.

## Section 4.02 Drug and alcohol testing

For all employees not required to submit to random drug and alcohol testing under federal or state laws, the board shall have the right to require testing for drug and/or alcohol abuse when, in its estimation, the employee is exhibiting symptoms of being under the influence.

Employees will not lose wages for testing required by the employer. The testing site shall be located within Livingston, Washtenaw or Ingham counties unless a mutually agreeable physician outside these counties is selected.

A second opinion may be requested by either the employer or the employee. If requested by the employee, the employee shall pay 50% of the cost. In such cases, the appointed physician and/or testing facility shall be mutually agreed upon by the parties.

Any employee who receives a screening and confirmation drug test by the medical review office (MRO) or a confirmed test of alcohol concentration .02 or greater will be immediately discharged.

## Article V. UNION SECURITY

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Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee with regards to such matters.

All employees in the bargaining unit recognized by this contract shall, as a condition of continued employment, pay the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union and limited to a legally permissible amount of money not to exceed the union's regular and usual dues. Such payment shall commence for probationary employees with the first pay thirty (30) days after the date of employment. If, during the term of this Agreement it shall be determined by a court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amount as is lawful.

During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of the Union and pay such amount to the Union; provided, however, that the Union presents to the Employer authorizations signed by such employee allowing such deductions and payment to the Union.

Amount of initiation fees and dues will be certified to the Employer by the Secretary-Treasurer of the Union.

The union shall indemnify and save the Livingston Educational Service Agency, including the board of education, individual members of the board of education, and all administrative employees, harmless against any and all claims, demands, suits, costs, expenses, including attorney fees, unemployment compensation costs and other forms of liability that may arise out of reliance upon signed authorization cards or lists furnished to the employer by the union for the purpose of payroll deduction of dues.

## **Article VI. REPRESENTATION**

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Stewards shall be selected by the Union in each of the Districts the Agency provides services. The Agency will be notified by the union immediately following selection in writing of the name of the individuals.

The Union may also elect an Alternate Steward who may function as Steward in the absence of the Steward.

A Chief Steward for the Union shall be selected by the President of the Local Union for the purposes of representation of all employees.

At times mutually agreed to with the supervisors of the parties involved, the Steward shall be allowed while on the Employer's property, reasonable time outside of working hours to present, process, and investigate grievances. This privilege shall not be abused.

The Union's Steward may conduct an orientation of new members to make them cognizant of their rights and responsibilities under the terms and conditions of this Agreement. Such orientation shall not conflict with the regular work day and shall be unpaid.

## **Article VII. PROBATION AND SENIORITY**

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### **Section 7.01 Probation**

- A. A new employee first beginning service with the LESA shall be deemed to be in a probationary period ninety (90) work days taken from and including the first day of employment. If at any time prior to the conclusion of the ninety (90) work day probationary period the employee's work performance is of unacceptable quality, he/she may, upon the recommendation to the Superintendent, be subject to immediate dismissal without recourse to the Grievance Procedure. Upon recommendation by the administrator or supervisor to the Superintendent, the employee's probationary period may be extended for an additional thirty (30) work days beyond the ninety (90) work day period.
- B. After the conclusion of a satisfactory period of probation, all matters pertaining to seniority will revert to the employee's initial day of service with the Agency.

### **Section 7.02 Seniority**

- A. Seniority shall be on the basis of the District where the employee typically works.
- B. Seniority shall be defined as length of continuous employment since last date of hire in the district to which the employee is assigned for employees who worked in that district prior to July 1, 2010. Employees hired on or after July 1, 2010 seniority is defined as length of continuous service since the last date of hire. For the purpose of determining seniority only, continuity of employment shall not be considered broken by approved leaves of absences or when operations affecting the employee are temporarily suspended by the employer.

Seniority shall not accrue during unpaid leaves of absence of more than thirty (30) cumulative days per year or while an employee is on layoff status.

- C. Ranking of new employees with the same seniority shall be by alphabetical order using the last name by which each employee was first hired.

### **Section 7.03 Loss of Seniority**

A. An Employee will lose his/her seniority and his/her name will be removed from the seniority list and the Employee will be terminated from employment when one or more of the following events occurs:

1. The Employee quits, retires or is discharged.
2. The Employee has been laid off for more than one (1) year.
3. The Employee has been on an unpaid leave of absence for a period of time exceeding their accumulated seniority days or four years, whichever is less.

## **Article VIII. VACANCIES AND ASSIGNMENTS**

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### **Section 8.01 New Jobs**

When a new job is created, the Employer will notify the Union of the classification and rate structure prior to it becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiation.

### **Section 8.02 Vacancies**

#### **(A) Vacant Positions**

- 1) Positions shall be declared vacant when the assigned employee has separated employment or transferred to another position.
- 2) Vacant positions shall be posted by the Agency for five days on the Agency's web site and a copy to the Chief Steward. Applicants from the district the vacant position originates from and are interested in the posted position, and any other positions to be opened as a result of filling the vacant position, shall apply with their supervisor in writing. Applicants that would change their schedule by at least 15 minutes per day shall be considered and awards shall be based on seniority and work record. Beginning July 1, 2012 the Board may increase the threshold for change from 15 minutes to 30 minutes if in its sole determination the 15-minute threshold has a negative impact on service delivery.
- 3) Positions that remain vacant after all applicants from the district have been considered may be awarded to substitute drivers before the vacancy is posted for drivers or assistants assigned to other districts with the following exception:



- 4) If an employee in good standing is laid off from their assignment due to the reduction of routes they will be offered an assignment to any vacant position in another district before non-bargaining unit employees are hired.
- 5) Awards of vacant positions are not grievable.

#### **(B) Temporary Vacancies**

- 1) A temporary vacancy shall be declared when an employee provides notice to the agency that they shall be or have been absent for 20 consecutive workdays. A temporary vacancy shall be filled using the same procedure as vacant positions. Senior drivers that can perform segments of the temporary vacancy may also be considered when there is an operational efficiency. Awards of temporary vacancies are not grievable. Once the absent employee returns to their position all employees given new assignments due to the temporary vacancy shall be returned to their former regular assignment.

### **Section 8.03 Routes**

#### **(A) Route selection**

- 1) Annual route selection dates shall be established by the agency and posted on the agency's web site. The route selection date shall be no later than two weeks prior to the first student day of the school year. Drivers and assistants shall be allowed to review routes during times posted by the supervisor on the two regular business days preceding the route selection date.
- 2) Any driver who does not possess a current and valid certification, commercial driver's license or physical exam documents on the route selection day or who cannot complete their route by October 1<sup>st</sup> will not be allowed to participate in the selection process or reserve a route.
- 3) Routes shall be selected in seniority order.
- 4) Time spent by employees bidding on routes is not considered paid time.
- 5) Routes may be bid by proxy with a signed letter authorizing the selection.
- 6) Route postings shall include the route description and the following as known at the time of bidding:
  - a) Start and end times
  - b) Pre-trip times
  - c) Stop times
  - d) Total daily and weekly hours
  - e) Number of students

- f) Number of students with disabilities that require accommodations or behavior plans

#### **(B) Route Changes**

- 1) The agency may cancel, add or change route assignments at any time. Route assignments may change if the agency determines that it is necessary to make the best use of agency resources or to satisfy the transportation requirements of a particular student or school. Safety concerns may also require changes to existing routes.

#### **(C) Route Re-Bid**

- 1) Route re-bid: drivers that as of the 1<sup>st</sup> student count day of the school year are driving a route that has changed since the initial route selection bid of the school year by more than 30 minutes per day may request a re-bid. Such request must be in writing and given to the supervisor no later than noon on the Friday following the 1<sup>st</sup> count day. Only routes with hours equal to or less than the route originally bid by the driver requesting the re-bid shall be open for bidding, and only drivers that hold such routes are eligible to participate in the re-bid. The re-bid shall take place as designated by the supervisor but no later than October 31<sup>st</sup>. The new assignments as a result of the re-bid will begin as of the third Monday in November.

### **Section 8.04 Assignment of Extra Work**

#### **(A) Categories**

Extra work shall be assigned using the following categories:

- 1. Weekly – all work known by 9:30am on the last scheduled workday of the week preceding the assignment week.
- 2. Daily –
  - a. Route vacancies - all route vacancies scheduled for the next day. Morning and afternoon segments may be divided to improve service and efficiency.
  - b. Other daily work - all work scheduled for the next day that is not a route vacancy and was not assigned as part of the weekly assignment.

#### **(B) Emergencies**

Extra work requests received on the day of the event shall be considered an emergency and shall be assigned at the discretion of the district supervisor using an emergency assignment list.

#### **(C) Posting**

All extra work shall be assigned at the time posted by the district supervisor.

## (D) Assignments

Extra work shall be assigned using the following lists of eligible employees starting with the most senior employee eligible to accept the work and with ineligible employees being removed and new employees being added to the bottom of the seniority order:

1. Weekly – the rotation shall start at the top of the seniority list and the rotation shall continue throughout the year.
2. Daily – the rotation shall start at the top of the seniority list at the beginning of each day.
3. Emergency – the same as the weekly except that a separate list will be maintained.

## (E) Qualifiers

1. If an employee cannot be reached to accept an assignment they automatically forfeit their turn for that rotation. If a trip is cancelled after it is assigned the employee shall be eligible to choose (on a preferred basis) a trip in the following week. However, if the employee has already reported to work for the extra trip and it is then cancelled without prior notice the employee shall be paid a one-hour show-up stipend and shall be eligible to choose (on a preferred basis) a trip in the following week. The driver receiving the one-hour show-up stipend may be required by their supervisor to work the hour doing assignments consistent with their job description.
2. Employees that have accumulated more than five unexcused unpaid days per school year are not eligible to select an extra assignment until the next calendar quarter (1/1; 4/1; 7/1; 10/1) unless all other employees in that district are deemed unavailable.

*(Example: employee #1 has six unexcused unpaid days in the first calendar quarter and one absence in each of the next three quarters. Upon reaching their sixth unexcused unpaid day in the first calendar quarter they are not eligible for an extra assignment for the remainder of that quarter. Beginning in the second, third, and fourth quarter they are eligible for extra assignments until the first unexcused unpaid day in that quarter is incurred.)*

3. Extra trips that conflict with a regular route assignment will be assigned to a sub during the first two weeks of school to help students become familiar with their regular driver. After the first two weeks of school the driver can forego the segment of their regular route assignment (morning, noon, or afternoon) to take the extra trip and a substitute will be used to cover their regular route assignment.

## Section 8.05 Summer Assignments

Such assignments shall be offered by district on a rotating basis (to employees assigned to that district), starting with the most senior employee. Employees will only be offered one assignment

per rotation. If they are not available to accept the assignment they must wait for the next rotation.

The supervisor shall post a sign-up sheet that the employee will sign by May 15<sup>th</sup> if the employee wants to be considered for summer extra assignments. Employees that decline summer work opportunities (excluding bereavement) three times shall be removed from the list.

Some summer work such as bus washing and bus cleaning may be packaged and posted for the entire fleet at each district. The specific cleaning tasks will be delineated when posted.

Beginning with the summer of 2012, employees that have ten (10) or fewer missed days during the regular school year will be eligible to work extra assignments during the summer. Employees that have missed more than ten (10) days during the regular school year will only be offered assignments, according to their seniority, after all of those who meet the attendance requirement are deemed unavailable.

### **Section 8.06 Work Performed by Supervisors and Dispatchers**

Supervisory employees and dispatchers shall not perform work within the bargaining unit except in cases of emergency.

## **Article IX. DISCIPLINE**

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A. Professional Conduct. Breaches of professional conduct and failure to perform at the established professional level are subject to disciplinary procedures. Examples of such breaches are: abuses of sick leave and abuses of other leaves, chronic tardiness, willful deficiencies in professional performance or proven ineffectiveness, violation of Board policies, regulations and administrative directions not inconsistent with the terms of this Agreement and violation of the terms of this Agreement. Alleged breaches of professional conduct and reasons for possible disciplinary action shall be reported to the offending Employee in writing.

B. Progressive Discipline.

1. The Board will follow a policy of progressive discipline, subject to 2, 3 and 4 below, which includes:
  - a. Counseling
  - b. Verbal warning
  - c. Written reprimand
  - d. Suspension
  - e. Discharge
2. The point of initiation of any disciplinary action may be determined by the severity of the offense.

3. Subject to a hearing before the board of education the Board has the right to terminate an employee if the constituent district is not willing to accept their services for reasons consistent with the student transportation services contract section 4.16 “driver assignments subject to district approval.” Such termination shall not be arbitrable. Neither signatory to this agreement waives any legal right it may have because of the contractual agreements currently in place between the Livingston Educational Service Agency (LESA) and the member Districts of the consortium. The Livingston Educational Service Agency (LESA) agrees to full disclosure of evidence/justifications to support its position in the discipline of any employee as it relates to the above referenced agreements.
  4. Should an employee exceed five unexcused unpaid days per school year they will be referred to the Regional Transportation Director for a hearing during which the circumstances of the unpaid days will be reviewed. The employee may be subject to immediate discipline up to and including discharge. Such recommendation shall not be arbitrable.
  5. Warnings and reprimands shall be discussed privately between the Employee and the Supervisor/Administrator, except when either party requests the presence of a Union and/or Administration representative.
  6. The discipline or discharge of a probationary Employee shall not be arbitrable.
  7. Discipline will be imposed in a timely manner.
  8. Disciplinary suspension normally shall be served on the work day(s) immediately following the written notification.
  9. The Supervisor may add informal steps prior to the initiation of discipline with written notice to the union.
- C. The Employer agrees that, upon imposing a written reprimand, a suspension or removal and discharge, the Union steward will be notified within five (5) days in writing. The Employee shall be given a copy of all disciplinary actions and copies shall be placed into his/her personnel file. A notation of verbal warning by date and subject only and signed by the Employer may be placed into the Employee's personnel file.
- D. The Employee may request to be represented by his steward when disciplinary action is imposed.
- F. The discharged or suspended Employee may discuss his/her discharge or suspension with his/her steward and the Employer will make available an area for this purpose before leaving the property. All such discussions must take place at times other than when the Steward is to be on his/her assigned run or run-related activity. Upon receipt of a reasonable and timely request, the Employer will discuss the discharge or suspension with the Employee and the Steward.

- G. An Employee who violates a law, policy or rule, or tampers with a device that could affect the safety and welfare of the students will be subject to immediate discipline up to and including discharge. It is agreed that the imposition of discipline under this Section shall be a proper subject for the grievance procedure.
- H. An Employee may view his/her personnel file upon reasonable prior request.
- I. Any Employee who receives a confirmed and verified drug test by the Medical Review Officer (MRO) or a confirmed test of alcohol concentration .02 or greater will be immediately discharged.

## **Article X. GRIEVANCE PROCEDURE**

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### **Section 10.01 Grievance Definitions**

Grievance - a grievance is a written complaint by an employee alleging a violation, misinterpretation or misapplication of an express provision of this agreement.

Union grievances are defined as, and limited to, those grievances which cover more than one (1) employee and which pertains to like circumstances and facts for the grievants involved.

### **Section 10.02 Grievance Scope**

- A. The following matters shall not be the basis of any grievance filed under the procedures outlined in this article:
  - 1. Action taken by the employer with respect to probationary employees including, but not limited to, discipline up to and including discharge;
  - 2. Any matter involving the content of an employee evaluation;
  - 3. Any matter for which there is recourse under state or federal statutes and any dispute within the jurisdiction of a state or federal agency;
  - 4. Any dispute regarding the content of an insurance policy.
- B. All other violations of the rights and terms of the contract would be subject to the grievance procedure. Nothing contained herein will be construed to limit the right of any employee having a complaint to discuss the complaint informally with the employer and have the complaint adjusted without the intervention of the union so long as the adjustment is not inconsistent with the terms of this agreement and so long as the union was given the opportunity to be present when such an adjustment is made.

### **Section 10.03 Grievance procedure**

**Level 1.** If an employee wishes to submit a grievance, he/she shall first discuss the complaint with his/her immediate supervisor or with the regional director if the immediate supervisor is not the cause of the complaint. The steward and one administrator may be present. This discussion must occur within five (5) days of the event causing the complaint. The

immediate supervisor or regional director shall reply in writing within ten (10) days of the date of the discussion, submitting one copy to the employee, one copy to the steward and one copy to the regional director.

**Level 2.** If the employee is not satisfied with the reply at level 1, the steward may submit a grievance by filing a LESA/teamsters grievance form provided that the grievance is submitted within ten (10) days of the above written reply. The report must be submitted to the immediate supervisor. If the grievance does not involve the immediate supervisor, it may be filed at level 3. The immediate supervisor shall sign and date all copies when he/she receives them. The immediate supervisor shall reply in writing to the steward within five (5) days of the date of submission.

**Level 3.** If the employee is not satisfied with the reply of the immediate supervisor, the chief steward and the union's business representative may submit the grievance to the regional director within ten (10) days. The regional director shall sign and date all copies when he/she receives them. The administrator shall reply in writing to the steward within ten (10) days of the date of submission.

**Level 4.** If the employee is not satisfied with the response of the regional director, the union may submit the grievance to the superintendent within ten (10) days of the date of the level 3 response. The superintendent shall sign and date all copies when he receives them. The superintendent shall contact the union's business agent assigned within ten (10) days of receiving the grievance to schedule a pre-arbitration conference. Following this pre-arbitration conference, the superintendent shall respond within ten (10) days in writing to the union's business agent.

**Level 5.** If the employee (or the union, in case of union grievances), is not satisfied with the disposition of the grievance at level 4, the union may, within thirty (30) calendar days after the decision of the superintendent, notify the superintendent and teamsters local 214 of the demand for arbitration. If the union and the employer cannot mutually agree upon an arbitrator, the union shall file a demand for arbitration with the American arbitration association within sixty (60) calendar days.

#### **Section 10.04 Arbitration**

- A. The decision of the arbitrator shall be final and conclusive and binding upon employee, the board and the union.
- B. Powers of the arbitrator are subject to the following limitations:
  - 1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
  - 2. The arbitrator shall have no power to establish wage rates or to change wage rates.
  - 3. The arbitrator shall have no power to award interest or punitive damages.
  - 4. The arbitrator shall have no power to award relief retroactive beyond the date the grievance was filed.

5. The arbitrator shall have no power to award monetary relief where there has been no loss or reduction in wages.
  6. The arbitrator shall have no authority to decide a matter, which is excluded from the grievance procedure.
  7. The arbitrator shall have no power to interpret state or federal law except as may be necessary to determine whether a grievance is arbitrable.
  8. He/she shall not hear any grievance previously barred from the grievance procedures.
  9. The arbitrator shall have no power to decide any question which, under this agreement, is within the responsibility of the management to decide.
  10. The arbitrator shall have no power to change any practice, policy or rule of the employer, nor to substitute his/her judgment for that of the employer regarding the reasonableness of any such practice, policy, rule or any action taken by the employer.
  11. The arbitrator's power shall be limited to deciding whether the employer has violated the express articles or sections of this agreement and the arbitrator shall not imply obligations or conditions binding upon the employer from this agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the employer.
- C. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.
- D. After a case on which the arbitrator is empowered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.
- E. If either part disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to act until the arbitrator has first ruled upon the arbitrability of the grievance. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- F. More than one grievance may not be considered by the arbitrator at one time unless there is mutual written consent or the employer has consolidated grievances which arise out of and concern the same factual circumstances.
- G. The cost of arbitration shall be borne equally by the parties, except each party shall assume its own cost for representation including any expense of witnesses.
- H. At arbitration, neither party may raise new defenses or grounds not previously raised or disclosed.



## **Section 10.05      Grievance Qualifiers**

- A. If the grievance not answered within the time limits by the employer, the union may advance the grievance to the next level. Any grievance not appealed by the union within the time limits shall be deemed settled on the basis of the employer's last response.
- B. The union shall have no right to initiate a grievance involving the right of an employee or group of employees without his/her or their written approval.
- C. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the employee.
- D. An employee may withdraw his/her grievance at any time prior to its referral to arbitration without prejudice of interpretation of this agreement.
- E. No complaint which may be within the jurisdiction of any administrative agency empowered to render an enforceable decision shall be the basis of any grievance filed under the procedure outlined in this article.
- F. Extension of time limits. Time limits may be extended by mutual written agreement.
- G. The failure of an employee to file a grievance for an alleged violation of this agreement shall not constitute a waiver, nor set precedent for the purpose of future initiation of grievances.

## **Article XI.    SPECIAL CONFERENCES**

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Special conferences for important matters will be arranged between the chief union steward and the Employer or its designated representative upon the request of either party. Arrangements for such special conferences shall be requested in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreeable time that does not conflict with the workday of the union members involved. The union representative may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding the conference with the representatives of the Employer for which a written request has been made.

## **Article XII.    REDUCTION AND RECALL**

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- A. It is hereby specifically recognized that it is within the sole discretion of the Employer to lay off bargaining unit employees when economic or other conditions dictate. If and when the Employer decides to lay off bargaining unit employees, it will discuss with the Union the necessity for and the effect of such reductions.
- B. When a layoff takes place, members of the bargaining unit not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse

order of their seniority within classification and District in which they are typically assigned, i.e., the least senior employees on the seniority list being laid off first.

- C. Employees laid off through the procedure as stated in this Article shall be maintained on a recall list for a period of up to one (1) years and shall be recalled in reverse order of their layoff providing the individual meets the qualifications and has the necessary skills and experience.
- D. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report to work within five (5) working days from the date of mailing of recall notice, he/she shall be considered as having voluntarily terminated his/her employment.
- E. Each employee is responsible for keeping the Employer advised in writing of any change of address and will not be excused for failure to report for work on recall if he/she fails to receive recall notice because of his/her own failure to advise the Employer in writing of his/her change of address.
- F. The Employer shall have no obligation to recall probationary employees who may be laid off.

## **Article XIII. EVALUATIONS**

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The supervisor shall complete an evaluation for each employee at least annually.

Evaluations shall be based on each employee's performance in the following categories:

- Safety - performing all duties without at-fault accidents, tickets or formal complaints and in accordance with applicable laws, as well as agency policies, guidelines, and instructions.
- Attendance - coming to work consistently and working the scheduled work shift; arranging appointments and personal business so as not to interfere with scheduled duties.
- Cooperation - cooperates with parents, school districts, and the agency staff to make operations run smoothly.
- Attitude - exhibits a positive, proactive attitude and seeks solutions to problems rather than placing blame or merely complaining.
- Communication - informs supervisors about conditions requiring attention and listening to parents, students, and staff regarding concerns.
- Contributions - using innovation and shared thinking to resolve problems, making suggestions and working toward common goals of the department.

Employees have a right to attach to their evaluation a written statement as permitted by law.

## Article XIV. COMPENSATION

### Section 14.01 Wage Schedule

#### (A) 2010-2011;

		<b>Drivers</b>	<b>Asst.</b>
		Regular	Regular
Training Time with Certified Trainer		\$7.40	\$7.40
Step #1	Yr 1-2	\$14.50	\$10.84
Step #2	Yr 3-7	\$15.25	\$12.00
Step #3	Yr 8+	\$16.31	\$13.16
Extra Trips Driving Time		Regular Rate	N/A
Extra Trips Non-Driving Time (*)		\$10.00	N/A
Meetings/PD/Summer Cleaning		\$12.00	\$9.00

(\*) Regular rates will be paid for extra trips less than 2 hours.

#### (B) 2011-2012 & 2012-2013

	<b>Drivers</b>	<b>Asst.</b>
	Regular	Regular
Training Time with Certified Trainer	\$7.40	\$7.40
Step #1 – 1 <sup>st</sup> Full Year of Service	\$14.50	\$10.84
Step #2 – 2 <sup>nd</sup> and 3 <sup>rd</sup> Full Year of Service	\$15.25	\$12.00
Step #3 – More than 3 full Years of Service	\$16.31	\$13.16
Extra Trips Driving Time	Regular Rate	N/A
Extra Trips Non-Driving Time (*)	\$10.00	N/A
Trainer – Time spent training if Union Member is utilized for training	\$17.00	N/A
Meetings, Professional Development, and Summer Cleaning	\$12.00	\$9.00

(\*) Regular rates will be paid for extra trips less than 2 hours.

### Section 14.02 Wage Scale Placement:

Employees hired prior to November 1, 2010 shall be placed on the wage scale in accordance with their actual full years of service as a regular school bus driver or assistant. Employees hired after such date shall be placed on the first step of the wage scale.

### **Section 14.03      Increments**

Employees shall be moved on the salary scale at the beginning of the year following their first full year of service.

*Example: Employee #1 is hired on January 5, 2011 on step #1. Such employee shall qualify to be moved to Step #2 at the beginning of the 2012-2013 school year. Employee #2 is hired on August 25, 2010 on Step #1. Such employee shall qualify to be moved to Step #2 at the beginning of the 2011-2012 school year.*

### **Section 14.04      Overtime**

Each employee is responsible for keeping his or her weekly hours under 40 for the week. Employees that knowingly accept an extra work assignment that will put them over 40 hours for the week shall be removed from the extra work schedule for two weeks. A second offense by the employee shall subject them to further disciplinary action up to and including the removal of the employee from the extra work schedule for the duration of the fiscal year.

Any time in excess of 40 hours shall be pre-approved by the supervisor and shall be paid at 1.5 times the regular hourly rate for all hours actually worked in excess of 40. For purposes of overtime, the workweek is Sunday through Saturday.

### **Section 14.05      Expense Reimbursement**

1. **CDL/License Renewal** - The Agency shall reimburse bus drivers for the cost of any required endorsements or license fees in excess of their personal license that are required to perform the work of a school bus driver.
2. **Meal Reimbursement** - Employees shall not be reimbursed for meals.
3. **Physicals** - The Agency shall pay for the actual cost of physicals, excluding mileage and time incurred with regard to the physical.
4. **Damaged Clothing or Eye Glasses** - The Agency shall not reimburse employees for clothing or eyeglasses damaged while performing work. However, extenuating circumstances shall be considered by the Regional Director upon the receipt of a written explanation and request for reimbursement.

### **Section 14.06      Compensation for Random Drug Screening**

Employees are eligible for 15 minutes of pay when they complete a random drug screening.

## **Article XV. LEAVES, HOLIDAYS, AND UNPAID TIME**

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### **Section 15.01 Sick Leave**

Employees not on leave shall be credited with three (3) sick days on September 1 and three (3) sick days on January 1. Employees hired after the beginning of the regular school year or employees on leave shall receive a pro-rated number of days based on the number of calendar days scheduled to work for the school year.

Any sick leave days not used by the end of the school year shall be added to the sick leave days available for the following year, up to a maximum of 100 days.

Retention incentive – All non-probationary employees shall be eligible annually for sick leave retention incentive, according to the following:

- 1) An employee who uses no sick leave during the prior fiscal year shall be eligible for a three hundred \$300 cash bonus.
- 2) An employee who experiences only one (1) occurrence of sick leave during the period commencing July 1 and ending June 30 shall be eligible for a one hundred dollar (\$100) cash bonus.
- 3) For purposes of this Section, an occurrence of sick leave is defined as any legitimate use of a partial day, a full day or more than one (1) day, consecutively, as a result of personal or family illness.
- 4) In order to qualify for the bonus, the employee must be a seniority employee for the entire one (1) year period.
- 5) An employee who has more than twenty-five (25) accumulated sick days and who is eligible to earn six (6) sick days during the regular school year, and who uses not more than three (3) of those days, shall be eligible to convert up to three (3) of his/her remaining days to incentive leave at their regular daily hours. The employee who qualifies for and opts to take part or all of his/her incentive leave, must schedule such leave with the supervisor during the unscheduled summer days following qualification (i.e. from July 1 through August 31). There shall be no carryover of incentive leave days.

The employee may be required to provide a doctor's verification of the need for the absence. The doctor's verification shall be on a form provided by the Employer and shall provide such information as diagnosis, prognosis, if and why the illness/injury would prevent the employee from working, how long it is anticipated the employee will be off work, and what the treatment plan is. Failure to comply with such a request will result in the withholding of pay for such leave days and disciplinary action.

Criteria for utilization of sick leave days shall be:

- A) Personal illness, injury or quarantine.

B) Serious illness in the immediate family, e.g., husband, wife, child, father or mother.

The Employee shall notify the administration of his/her impending absence stating the nature of absence and where he/she can be contacted during the day. Each Employee shall give such notification at least 90 minutes prior to his/her scheduled on-the-job starting time.

The Employee may be required to give a written, signed statement indicating the reason for such absence when reporting to work on the first working day following his/her absence. Failure to comply with such a request will result in the withholding of pay for such leave days and shall subject the employee to disciplinary action up to and including discharge.

Accumulated sick leave time shall terminate upon severance of employment.

Sick leave charged will be prorated based on the number of hours taken off, divided by the number of hours scheduled for the day, rounded to the nearest tenth of an hour.

### **Section 15.02      Personal Business Leave**

- A. An Employee with less than two (2) years of seniority with the Agency may be granted one day per year for personal business. An employee with two or more years of seniority with the Agency may be granted two (2) days per year for personal business. Use of personal business days must have prior administrative approval.
- B. Personal Business leave shall be used only for the purpose of conducting personal business which cannot normally be transacted after work, on weekends, between runs or during other non-work days. Personal business leave cannot be used for seeking other employment, weddings and wedding arrangements, family events such as reunions, and recreational purposes.
- C. Personal business days are limited to two absences in any one district per day and are considered in the order received. Exceptions to the two-absence limit per district can be considered and approved by the Regional Transportation Director.
- D. The portion of personal business time not used by the employee by the end of the regular school year shall be added to the individual sick leave bank.

### **Section 15.03      Bereavement leave**

- A. When death occurs in a non-probationary Employee's family, e.g., spouse, parent, grandparent, grandchild, parent of current spouse, child, brother or sister, or son/daughter-in-law, the Employee on request will be excused from work for up to five (5) calendar days immediately following the date of death, provided that he/she attends the funeral. The supervisor will require written documentation of attendance at the funeral.
- B. A non-probationary Employee will be excused, on request, for one (1) day to attend the funeral upon the death of an aunt, uncle, niece, nephew, sister-in-law, or brother-in-law.
- C. An Employee excused from work under this Section shall, after making written application, receive the amount of wages he/she would have earned by working during the straight-time

hours on such scheduled days of work for which he/she is excused with pay provided that he/she attends the funeral. Payment shall be made at the Employee's rate of pay, not including premiums, as of his/her last day worked. Time thus paid will not be counted as hours worked for purposes of overtime.

#### **Section 15.04      Holidays**

Employees will be paid at regular straight-time rates for the following holidays: Thanksgiving Day; day after Thanksgiving; Christmas Day; New Year's Day. To be eligible for pay for any given holiday, the Employee must work the full day before and the next full scheduled working day after the holiday. If a holiday falls within the first seven (7) days of an absence due to a work related injury, the employee shall qualify for holiday pay.

#### **Section 15.05      Unpaid Days**

- A. Employees are expected to come to work on all days they are scheduled to provide transportation services. Unpaid days must be approved in advance by the Supervisor.
- B. Should an employee know they will be unable to complete their schedule for more than two days in a row (excluding paid sick and personal business time) they must submit a written request in advance to their supervisor. The supervisor shall review the request and make a recommendation to the Regional Transportation Director. If the Regional Transportation Director denies the request and the employee does not show up for work as scheduled the employee will be recommended for termination.
- C. Should an employee exceed five unpaid days per school year they will be referred to the Regional Transportation Director for a hearing during which the circumstances of the unpaid days will be reviewed. Following the hearing the Regional Transportation Director may make a recommendation for disciplinary action up to or including discharge.

### **Article XVI. Unscheduled Closings.**

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#### **Section 16.01      Suspension of Operations**

On any given day every reasonable effort will be made to determine by 6:15 a.m. whether or not Transportation operations will be suspended. If such a decision is made, it will be announced over WHMI (93.5 FM). All Employees are expected to listen for such an announcement.

#### **Section 16.02      Unscheduled School Closings**

Employee shall be credited with five (5) days that may be used between November and March if their scheduled assignment is cancelled due to conditions not within the control of school authorities, as defined in Section 101(4) of the State School Aid Act. Such days shall not carry-over to the next year if they are unused. Pay for such days will be based on the scheduled hours for the cancelled assignment.

## **Section 16.03      Show-Up Time**

If operations are suspended after an Employee's starting time, but before the start of scheduled classes, Employees who show up for the beginning of their assignment will be paid one (1) hour of straight time rates if the day is rescheduled. The Employer may assign employees to any work available during such 1-hour period.

If no school closing announcement is made, all Employees are expected to report for work as scheduled.

An Employee who is unable or unwilling to appear for work as defined above, he/she will be charged for the time lost over the interval beginning at the time he/she would have been scheduled to begin work and ending at one of the following three times, whichever occurs first: (1) the time he/she would have finished his/her scheduled work, (2) the time the Agency closes on that day, or (3) the time at which the Michigan State Police or the Livingston County Sheriff's Department advises the Employer to close or advises the public in the Employee's home area to drive only in an emergency. (This provision does not apply to the Employee who is reasonably delayed in getting to work because of inclement weather.)

## **Article XVII.      MISCELLANEOUS**

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### **(A) Entire Agreement**

This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between the Board and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

### **(B) Waiver**

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

### **(C) Severability**

If any provisions of this Agreement or any application of the Agreement to any Employee shall be found contrary to laws, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.



#### **(D) Student/Parent Assault On Employees**

In the event of a physical assault (as defined in mcl 380.1310) upon a member of the bargaining unit, the board shall render reasonable assistance to the driver in connection with the handling of the incident by school authorities, law enforcement authorities or judicial authorities. Such assistance shall only be rendered if the assault takes place while the driver is in a duty status.

### **Article XVIII. NON-DISCRIMINATION/REINSTATEMENT (VETERANS)**

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- A. The parties agree not to discriminate against any person or persons because of their constitutionally protected rights.
- B. The re-employment rights of employees will be in accordance with all applicable laws and regulations.

### **Article XIX. NEGOTIATIONS PROCEDURES**

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In any negotiations described in this Article, neither party shall have control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the Agency. It is recognized that no final Agreement between the parties may be executed without ratification by the Employer and the Union. The parties mutually pledge that representatives selected by each shall be vested with the necessary authority to make proposals and concessions in the course of negotiations, subject only to such ultimate ratification.

If the parties fail to reach an agreement in any such negotiations, either party may invoke the procedures established under Public Act 379, as amended.

The negotiation of a new Agreement shall begin upon written request of either party made no later than sixty (60) days prior to the expiration of this Agreement. Negotiations for a successor Agreement shall be scheduled outside the regular workday, except as the parties may mutually agree otherwise; provided, however, that if negotiations are scheduled during the regular workday, no employee-participant shall lose pay for the time spent in negotiations.

### **Article XX. STRIKES**

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The union agrees that it and the employees shall not authorize, sanction, or participate in any strike.

If a strike of employees occurs, the union will endeavor to get the striking employees back to work as quickly as possible by:

1. Delivering to the employer a copy of a notice addressed to all employees notifying them that such acts are in violation of this agreement, repudiating such acts of the employees and directing them to cease such acts and return to work; and,
2. Taking such other action that it deems reasonable and appropriate to bring about compliance with the terms of this agreement.

Actions to discipline, suspend, demote or discharge any employee who authorizes, sanctions, or participates in any strike are not subject to the grievance procedure.

## Article XXI. DURATION OF AGREEMENT

This Agreement shall be effective as of 9-14-2011, and shall continue in full force and effect until 11:59 P.M., June 30, 2013. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date set forth above.

IN WITNESS WHEREOF, the parties have hereto set their hands this \_\_\_\_ day of December, 2011.

**For the Union:**

  
\_\_\_\_\_  
Joseph Valenti, President

  
\_\_\_\_\_  
Joel Gutzki, Business Representative

  
\_\_\_\_\_  
Regina Kubeck, Chief Steward

**For the Agency:**

  
\_\_\_\_\_  
Julie Hill, Board President

  
\_\_\_\_\_  
R. Michael Hubert, Deputy Superintendent

  
\_\_\_\_\_  
Alice Johnson, RTC Regional Director

  
\_\_\_\_\_  
Betty Clohosey, RTC Brighton Supervisor

  
\_\_\_\_\_  
George Waldrup, Hartland District Representative

  
\_\_\_\_\_  
Carol Kachaterian, RTC Howell Supervisor

  
\_\_\_\_\_  
Susan Joerin, RTC Pinckney Supervisor

# Appendix A – Grievance Form

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## GRIEVANCE REPORT

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214

Date: \_\_\_\_\_

Name: \_\_\_\_\_ Employer: \_\_\_\_\_

Street: \_\_\_\_\_ Department: \_\_\_\_\_

City or Post Office: \_\_\_\_\_ Division or District: \_\_\_\_\_

State, Zip Code: \_\_\_\_\_ Address: \_\_\_\_\_

Residence Phone No.: \_\_\_\_\_ Telephone No. (Office): \_\_\_\_\_

How Long Employed? \_\_\_\_\_

Classification: \_\_\_\_\_

Rate per hour: \_\_\_\_\_

Please State: Grievance – Violation of Article or Section, Etc. – Remedy Requested.

List Articles Violated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Steward's Name: \_\_\_\_\_ Signed By: \_\_\_\_\_

FORMS: A/GRIEVANCE

Page 1-Union's Copy

Page 2-Employer's Copy

Page 3-Steward's Copy

Page 4-Grievant's Copy