

A G R E E M E N T

between the

CENTREVILLE PUBLIC SCHOOLS

190 Hogan Street
PO Box 158
Centreville, MI 49032-5119

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO

500 Hulet Drive
Bloomfield Township, MI 48302

July 1, 2012- June 30, 2013

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This Agreement made as of the date hereinafter set forth by and between the **Centreville Public Schools**, St. Joseph County, Michigan, acting by and through its Board of Education (hereinafter called "**Employer**"), and the **International Union of Operating Engineers, Local 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO** (hereinafter called the "**Union**").

WITNESSETH:

ARTICLE 1

RECOGNITION

1.1 Purpose

The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful relations between the Employer and the Union for the mutual benefit of the public, the Employer and its employees, and the Union.

1.2 Recognition

The Employer recognizes the Union as the exclusive representative of all of the employees in the Bargaining Unit in respect to rates of pay, wages, hours of employment or other conditions of employment.

1.3 Bargaining Unit Defined

The word "**employee**" as used herein shall mean all regular Bus Drivers, excluding supervisors and all other employees.

ARTICLE 2

EMPLOYER RIGHTS

2.1 Management 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 Constitution of the State of Michigan and of the United States. The Union recognizes the prerogative of the Employer to exercise these powers, rights, authority, duties and responsibilities and to adopt rules, regulations and policies limited only by the specific and express terms of this Agreement not contrary to school law.

2.2 Employer Cooperation

The Employer agrees to cooperate with the Union in the application and implementation of this Agreement, and further agrees that it will not engage in any lockout or related activity. The provisions of this Section shall remain in full force and effect until such time as this Agreement shall be superseded by a successor agreement between the parties.

2.3 Subcontracting

The right of contracting and subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union or discriminating against any of its members.

2.4 Jurisdiction

Persons not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purposes of instruction, training, experimentation, or if an emergency exists as defined in Section 11.52. In the event that a member of the current Bargaining Unit leaves the District by retirement or resignation, the Transportation Coordinator will be exempt from this provision. The Transportation Coordinator will be considered last on the seniority list for purposes of bidding a route and shall not be allowed to bid extra trips.

ARTICLE 3

UNION AND EMPLOYEE RIGHTS

3.1 Release of Information

Upon written request from the Union, the Employer agrees to furnish the Union, within a reasonable period of time, such information as may be required by law for the negotiation or administration of the Collective Bargaining Agreement, provided however, that the Employer will furnish the name, address and social security number of a newly hired employee within ten (10) work days after the employee's first (1st) day of work.

3.2 Union Representatives

The Union shall promptly notify the Employer in writing of the names of those persons who have been authorized to act on its behalf, and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.

3.3 **Union Activities**

Except with the express prior agreement of the Employer, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any Union activities whatsoever, provided however, that this provision shall not prevent an authorized Representative of the Union from having such reasonable contact with members of the Bargaining Unit as shall be necessary to ascertain that the terms of this Agreement are being observed, and provided further, that any such contact shall not interfere with or disrupt normal school operations.

3.4 **Union Dues and Service Fees**

3.41 **Financial Responsibility**

The Union is required, under this Agreement, to represent all of the employees in the Bargaining Unit fairly and equally without regard to whether or not any employee is a member of the Union. The terms of this Agreement have been equally made for the benefit of all of the employees in the Bargaining Unit and not solely for the benefit of the members of the Union. Accordingly, it is agreed that it is fair that each employee in the Bargaining Unit pay equally for benefits received and that each assume his fair share of the cost of representation.

3.42 **Service Fee**

Each employee who is not a member of the Union in good standing, or who does not make application for membership within thirty (30) days after completion of the probationary period, shall pay a service fee. The service fee shall be equivalent to each employee's proportionate share of the cost of negotiating and administering the Collective Bargaining Agreement, including employee representation, which share shall, for the purpose of this provision, be deemed to be not more than the regular monthly Union membership dues uniformly required of employees who are members. If during the term of this Agreement it shall be determined by a court of competent jurisdiction that the foregoing amount is unlawful, or does not fairly represent the proportionate share of the cost of negotiating and administering the Collective Bargaining Agreement, the amount shall be modified to such amount as shall be lawful or proportionate.

The Union shall certify in writing to the Employer the authorized amount to be deducted monthly from each employee's pay.

3.43 **Employee Authorization**

Each employee may sign and deliver to the Employer an assignment authorizing the deduction of Union dues or a service fee, as the case may be. Such authorization shall continue in full force and effect unless revoked in writing by the employee at least thirty (30) days prior to the effective date of such revocation. Pursuant to such authorization, the Employer shall deduct a pro-rata amount of an employee's annualized monthly dues from each bi-weekly salary check.

3.44 Employer Responsibility

The Employer shall deduct the authorized amount from each employee's pay and transmit the total deductions to the Financial Officer designated by the Union within fifteen (15) days following the last pay period in the month, together with a list of each employee for whom deductions were made, except that the Employer shall not be required to make deductions authorized by an employee during any pay period such employee did not provide services to the Employer, unless such employee was on a paid leave of absence or receiving sick leave benefits authorized by this Agreement. Moreover, the Employer shall not be required to make any dues deductions in preference to legally required deductions, or if any employee's pay in any pay period is not sufficient to cover such dues. The Employer shall use its best efforts to make the aforesaid deductions in the manner set forth and assumes no responsibility for any errors in making such deductions, other than to correct such errors. In the event of overpayment, the Union agrees to refund such monies forthwith.

3.45 Application and Indemnification

The Union assumes full responsibility for the validity and legality of the provisions set forth in this Section (3.4). The Union, by the execution of this Agreement, expressly agrees to indemnify and save the Employer harmless from any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, this Section, including, but not limited to, a claim by an employee that the service fee, as herein established, is not equivalent to each employee's proportionate share of the cost of negotiating and administering the Collective Bargaining Agreement, including employee representation.

3.46 Discrimination

Neither party shall exert any pressure on, nor discriminate against any employee by reason of his joining or refusing to join the Union.

3.5 Union Representation

The employees covered by this Agreement may be represented by two (2) Stewards, a Chief Steward and an Alternate Steward. In addition, a Steward shall be the primary channel for communications and discussion between the Employer's supervisor and the Union with respect to matters arising out of this Agreement.

3.6 Union Cooperation

The Union agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with, and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer. The provisions of this Section shall remain in full force and effect until such time as this

Agreement shall be superseded by a successor agreement between the parties.

3.7 Personnel File

The Employer shall cause an official personnel file to be established and maintained for each employee. An employee shall have the right, upon a twenty-four (24) hour prior written request, to review the contents of his personnel file. A Representative of the Union may accompany the employee at the request of the employee. Any privileged information, such as credentials and references normally sought at the time of employment, shall be specifically exempt from review. The file shall be reviewed in the presence of a representative of the Employer.

ARTICLE 4

WORK SCHEDULING, ASSIGNMENTS, AND VACANCIES

4.1 Definitions

A. **"Extra Trip"** means any school related activity involving student transportation that is not a regularly scheduled run, except as otherwise herein provided.

B. **"Qualified"** means a person who currently meets all of the requirements for the operation of a motor vehicle used as a school bus as required by State law and regulations promulgated pursuant thereto, including required participation in School Bus Driver Safety Education Programs and qualifications stated in this Agreement.

C. **"Regular Driver"** means a qualified Driver assigned to one (1) or more regularly scheduled runs, including kindergarten, special education and vocational education runs.

D. **"Run Time"** for extra trips means the elapsed time between leaving the bus parking area and returning to the same.

E. **"Special Education Driver"** means an otherwise qualified regular Driver who is CPR certified and has basic first aid training.

F. **"Substitute Driver"** means an otherwise qualified Driver who is not a member of the Bargaining Unit, but who may be called in from time to time to replace a regular Driver.

4.2 Route Designation

The Employer shall have the right to establish, modify or eliminate bus routes. Routes shall be classified as follows:

ROUTE DESIGNATION	MINIMUM PAID RUNNING TIME
Regular Run/K-12 (a.m. and p.m.)	1-1/2 Hours (each)
Kindergarten Run/K-12 (noon)	1-1/2 Hours (each)
Special Education Run (K-12)	1-1/2 Hours (each)
Vocational Education Run (K-12)	1-1/2 Hours (each)
Extra Trips (Uninterrupted Round Trip)	1-1/2 Hours (each)

4.3 Extra Trips

Extra trips shall be scheduled in accordance with the following guidelines:

A. An extra trip shall normally be posted not less than forty-eight (48) hours in advance of the scheduled departure time. A posting for a weekend trip shall normally be made at least seventy-two (72) hours in advance.

B. Assignment of Driver shall be by seniority. Prior to the beginning of a school year, a list of all regular Drivers who wish to drive extra trips, starting with the most senior Driver, shall be compiled and posted. The opportunity to drive extra trips shall be offered in rotation beginning with the most senior Driver.

A Driver who refuses an offer to take an extra trip shall lose his turn. If no other Driver, including qualified substitute Drivers, can reasonably be found to take the trip, then the Employer shall have the right to assign the trip to the employee on the extra trip rotation list with the least seniority. If such circumstance arises again, the next least senior employee shall be assigned in accordance with the principle of inverse seniority.

C. If an extra trip is cancelled and a Driver is not notified at least two (2) hours in advance of the established departure time, and such employee reports for the assignment, the Driver shall receive two (2) hours of show-up pay at the extra trip rate. If the trip is cancelled and the assigned Driver is timely notified, the Driver shall be assigned the next unassigned extra trip.

D. Once a Driver accepts an extra trip assignment, that Driver is responsible for that trip. If the Driver, after accepting the extra trip, cannot take the extra trip, the Driver is responsible for securing a qualified replacement by first contacting regular Drivers and, if none are available, then by contacting Centreville Board approved Substitute Drivers. Should a Driver accept an extra trip but not take the extra trip, the Driver will then forfeit his/her position on the next extra trip assignment rotation.

E. Trip Switching

If after extra trip assignments are made and two (2) Drivers mutually agree to switch or trade extra trips, the two (2) Drivers must notify the Transportation Supervisor of the switch or trade. The switch or trade will not affect the order of future extra trip assignments.

Conditions/Limitations

A Driver who accepts an extra trip assignment, and who gives up one (1) or more regular runs in order to take the trip, shall be paid for the regular run(s) not taken at the Driver's regular hourly rate, and shall also be paid for the extra trip run time at the extra trip rate.

It is understood and agreed that extra trips for special education students shall be handled by regular special education Drivers.

It is understood and agreed that extra trips for kindergarten students shall be handled by regular kindergarten Drivers.

If the regular kindergarten Driver is unable to take the trip, the assignment of Drivers shall be by seniority as stated in 4.3(B).

4.4 Vacancies and Transfers

The Employer shall have the right to assign employees to vacant or newly created positions subject to the following guidelines:

4.41 Notice

Notice of a vacancy in a permanent job, and any newly created position, shall be posted within ten (10) work days from the first day of the vacancy or creation of the new position, on the Bus Driver bulletin board for three (3) work days, and a copy of such posting shall be given to the Union Officer designated to receive such notice.

4.42 Bidding

An employee may bid for the posted job opening by notifying the Employer, in a writing delivered to the Office of the Superintendent, within the posting period.

4.43 Selection

A vacancy shall be filled within twenty (20) work days from the date of posting, by the most senior eligible employee who has bid for the position.

ARTICLE 5

EMPLOYEE CONDUCT AND DISCIPLINE

5.1 Employee Conduct

Although the parties acknowledge the difficulty of completely and precisely defining the proper standards of conduct for each employee, it is recognized that they include the following:

A. The performance of all duties with reasonable diligence and in a workmanlike manner;

B. The prompt notification to the Employer of any physical or mental condition of the employee which may temporarily or permanently impair the ability of the employee to adequately discharge his responsibilities;

C. The prompt notification of the Employer of defective condition in the physical facilities or equipment of the district which may cause injury or damage, or which may be required in order to provide proper maintenance;

D. The avoidance of tardiness or absence, including the reasonable anticipation of any event which will necessarily result in tardiness or absence, and the prompt reporting of any such tardiness or absence to the Employer;

E. The avoidance of outside employment or other competing activities which may reasonably impair the ability of any such employee to adequately discharge his duties as a regular Driver;

F. The avoidance of any activity which is contrary to honesty or good morals;

G. The compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to this Agreement, including reasonable rules and regulations which may be from time to time adopted by the Employer.

5.2 Disciplinary Action

5.21 **Probationary Employees**

An employee who has been employed by the Employer for ninety (90) days or less may be discharged by the Employer for reasons satisfactory to the Employer.

5.22 Regular Employees

Any employee who shall fail to maintain proper standards of conduct or to discharge his responsibilities shall be subject to such disciplinary action as the Employer shall determine consistent with the provisions of this Section, namely:

A. The Employer shall affirmatively advise the employee that he has the right to have a Representative of the Union present at any meeting at which the employee is to be disciplined, provided that the meeting need not be delayed for an unreasonable time pending the arrival of such Representative and in no event shall the Employer be restricted from taking such protective action as the Employer may determine to be necessary to protect the rights of students and others pending the holding of the meeting.

B. At the time of the meeting, the employee shall be advised in writing as to the specific reason(s) for which disciplinary action is to be taken.

C. Discipline shall include, but not be confined to, an oral or written reprimand, forfeiture of compensation or benefits, suspension, demotion or discharge. Except as the seriousness of the offense shall otherwise require, discipline shall be progressively applied, provided however, that no disciplinary action shall be taken without just cause.

D. The Union shall be notified in writing of any dismissal or suspension. All dismissals or suspensions shall be without pay.

E. Written documentation of a disciplinary action shall be removed from the employee's personnel file five (5) calendar years from the date of the disciplinary action. The Employer shall review personnel files to facilitate such removal on an annual basis.

ARTICLE 6

DISPUTE RESOLUTION PROCEDURE

6.1 Objectives

It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation or application of this Agreement which has not been resolved through the use of normal administrative procedures.

6.2 Dispute Resolution Levels

6.21 Informal Adjustment

Prior to filing a written complaint, the employee shall meet with the Transportation

Supervisor for the purpose of attempting to adjust such alleged disagreement without further proceedings. The request for the meeting must be made within five (5) days from the time of the event, or the time the employee reasonably should have known of the event.

6.22 Written Complaint

If the employee complaint is not satisfactorily resolved at the informal conference, the employee shall have five (5) days within which to file a written complaint with the Transportation Supervisor, which complaint shall include:

- A. The name of the employee;
- B. The facts upon which the disagreement/complaint is based;
- C. The applicable portion(s) of the Agreement allegedly violated;
- D. The specific relief requested;
- E. The date of the complaint; and
- F. The signature of the employee.

A reply shall be filed within five (5) days from the receipt of the written complaint.

6.23 Formal Conference

If the reply is not satisfactory and a request is made to the Superintendent by the Chief Steward within five (5) days from the receipt of the reply, a formal conference shall be held within ten (10) days from the receipt of such request. The purpose of the formal conference shall be to seek a positive and constructive disposition of the disagreement and to avoid the necessity for further proceedings. Any mutual agreement as to the disposition of the complaint shall be in writing. If the complaint is not satisfactorily resolved, the conference shall be adjourned and reconvened with a State Mediator, if requested by both the Employer and the employee. If the claim is not settled by agreement, the Employer shall file a reply within ten (10) days after the completion of the formal conference or of mediation, whichever shall last occur.

6.24 Board Hearing

If the complaint is not satisfactorily resolved at the formal conference, the Union may request a hearing thereon before the Board of Education, provided such request is submitted to the Secretary of the Board within five (5) days from the receipt of the formal conference reply. The Board, no later than its next regular meeting, or two (2) calendar weeks, whichever shall be later, shall meet with the Union on the complaint. Disposition of the complaint in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished

to the Union.

6.25 **Arbitration**

If the complaint is not satisfactorily resolved at the Board hearing level, the complaint may be submitted by the Union to arbitration if such request is made within ten (10) days from the receipt of the Board's reply. The arbitration shall be conducted in accordance with the following rules, namely:

A. The arbitrator shall be selected in accordance with the rules of the Federal Mediation and Conciliation Service, or the American Arbitration Association, provided that the proposed arbitrator shall reside or have his place of business in the State of Michigan.

B. The rules of evidence as applied in a non-jury civil case in Circuit Court shall be followed as far as practicable, but the arbitrator may admit and give probative effect to evidence of a type commonly relied upon by a reasonably prudent person in the conduct of his affairs. Irrelevant, immaterial, or unduly repetitious evidence may be excluded.

C. The arbitrator shall not have the authority to vary the terms of the Agreement, or to determine that any provision is unconstitutional or contrary to any Federal or State statute or regulation, it being expressly agreed that any such determination shall be made by a court of competent jurisdiction.

D. The arbitrator shall render his written decision within thirty (30) calendar days from the conclusion of the hearing unless extended by mutual agreement of the parties, which decision shall separately set forth its specific findings of fact, decision and award.

E. Either party shall have the right, within ten (10) days from the receipt of the decision of the arbitrator, to apply to a court of competent jurisdiction for a rehearing of the grievance, both as to the facts and the law, provided however, that if application is not made within such time, the decision of the arbitrator shall be binding.

F. The rules may be amended, in writing, by mutual agreement of the parties.

6.3 **General Procedures**

6.31 **Definition**

As used in this Article, the word:

A. "**Complainant**" means the Union or employee filing the complaint. If complainant is an employee, the employee shall have the right to personally attend each conference or hearing and/or have an authorized representative present.

B. **"Party"** means the Employer or the Union, or an authorized representative of either the Employer or the Union.

C. **"Event"** means the act or omission which the complainant alleges violates one (1) or more provisions of this Agreement.

D. **"Day"** means a calendar day except Saturday, Sunday or scheduled holiday.

6.32 **Form of Action**

All complaints, replies and requests shall be in writing and shall be filed with each party.

6.33 **Exclusions**

The dispute resolution procedure shall not apply to:

A. A complaint by any employee who desires to assert his legal right to present such complaint directly to the Employer and have it adjusted without intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement.

B. The discipline, discharge or suspension of a probationary employee.

C. Any provision of this Agreement which contains an express exclusion from this procedure.

It is understood and agreed that if an employee files, or has filed, a complaint pursuant to the provisions of Article 6, and also initiates a proceeding with any administrative tribunal, agency or court based on the facts and circumstances which gave rise to the original complaint, the processing of the complaint shall terminate at the conclusion of the Board hearing level (Section 6.24).

6.34 **Withdrawals and Denials**

Any complaint or request for advancement to the next dispute resolution level, which is not made within the time prescribed, shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any complaint which is not answered within the time specified shall be deemed to have been denied and the complaint shall automatically advance to the next dispute resolution level, unless withdrawn. The time limits set forth herein may be extended by mutual agreement of the parties.

6.35 **Place of Proceedings**

All proceedings shall be held at the St. Joseph County Courthouse, except as the

parties shall otherwise mutually agree.

6.36 **Costs**

Any fee paid for the services of an arbitrator shall be shared equally by the parties, except as the arbitrator shall otherwise decide. Each party shall be responsible for its own costs.

6.37 **Contract Termination**

The provisions of this Article shall be automatically extended beyond the Contract expiration date to the extent required to complete the processing of a grievance filed prior to such expiration date.

ARTICLE 7

COMPENSATION

7.1 Compensation and Fringe Benefits

The basic compensation schedules for employees covered by this Agreement and provisions for fringe benefits shall be as set forth in Schedules "A" and "B" respectively, which schedules are attached to and incorporated in this Agreement.

7.2 Pay Days

Employees will normally be paid every other Friday during their regular employment period, (i.e. twenty-one [21] substantially equal bi-weekly installments), provided however, that an employee may elect to be paid in twenty-six (26) [or twenty-seven (27)] substantially equal bi-weekly installments if such election is made not less than seven (7) calendar days prior to the first (1st) scheduled work day of a school year.

7.3 Deductions

The Employer shall have the right to deduct from the pay of each employee such amounts as may be required by law, together with such additional sums as may be mutually agreed upon by the Employer and the employee. Salary deductions for time lost shall be computed as follows: the employee's hourly rate of pay multiplied by the actual working hours lost.

7.4 Overtime Compensation

An employee shall be entitled to receive overtime compensation at the rate of one and one-half (1-1/2) times his regular rate of pay for hours worked in excess of forty (40) hours during a work week. (See Schedule "A" regarding premium pay provision for extra trips on weekends and holidays [Additional Compensation, A.])

7.5 Overtime Scheduling

Subject to the guidelines hereinafter set forth, overtime work shall be as scheduled by the Employer, and except in the case of an emergency, must be authorized by the Employer in advance.

ARTICLE 8

SENIORITY

8.1 Probationary Period

A new employee employed as a regular Driver shall be in a probationary status for the first ninety (90) work days. There shall be no seniority for probationary employees, and laid off, suspended, or discharged probationary employees shall have no recourse to the terms of this Agreement. Those persons serving as substitute Drivers shall not be deemed regular employees for purposes of this provision, and shall not accrue seniority as substitute Drivers.

8.2 Seniority Defined

Upon satisfactory completion of the probationary period, seniority shall be measured from the date an employee first performed services as a regular employee for the Employer. If two (2) or more employees complete their probationary periods on the same date, the employee having the lowest last four (4) digits of his social security number shall be deemed to be the most senior. A break in employment of not more than twelve (12) calendar months by reason of lay-off or an authorized unpaid leave of absence shall not cause an employee to lose his total amount of seniority, except as required by law, or as the terms of the leave of absence shall otherwise provide.

8.3 Seniority Lists

The Employer shall prepare and maintain a single seniority list, copies of which shall be furnished to the Union within thirty (30) days after the execution of this Agreement and at least annually thereafter, except that a seniority list shall be updated and the Union informed when a probationary employee satisfactorily completes the probationary period. The Union shall notify the Employer within thirty (30) days after receipt thereof of any error. The names of all employees in the respective classifications at the time of the preparation of the seniority list shall be listed in order of their service dates starting with the employee with the greatest amount of seniority at the top of each such list.

8.4 Loss of Seniority

Seniority shall be lost if the employee:

- A. Voluntarily quits;
- B. Is involuntarily terminated and the termination is not reversed through the procedure set forth in this Agreement;
- C. Retires;
- D. Takes an unauthorized leave of absence, or fails to return from an authorized leave of absence on the agreed upon date, unless the Employer and the employee shall have otherwise expressly agreed in writing;
- E. Is absent, without good cause shown, for two (2) consecutive work days without notifying the Employer, in which case the employee shall be considered a voluntary quit.

ARTICLE 9

LAY-OFF AND RECALL

9.1 Determination

If the Employer determines that the number of employees is in excess of its current requirements, it shall have the right to reduce the number of employees. The Employer shall notify and consult with the Union prior to any anticipated lay-off.

9.2 Lay-Off Procedure

The least senior employee, beginning with probationary employees, shall be the first laid off, provided however, that the remaining employees are qualified to meet the requirements of the Employer. Compensation and fringe benefits shall be suspended during any lay-off period.

9.3 Recall Procedure

Employees shall be recalled in the reverse order in which laid off, provided however, that the Employer shall not be required to recall an employee in such order if the Employer determines that the employee does not possess the minimum qualifications necessary to perform the duties of the job to which the employee will be assigned. If any employee shall fail to report for work at the time specified at the time of recall, unless an extension is granted in writing by the Employer or the notice to report to work was given to the employee less than forty-eight (48) hours in advance, the

employee shall be considered as a voluntary quit and shall thereby automatically terminate his employment relationship with the Employer.

9.4 **Conditions and Limitations**

The obligation of the Employer to recall a laid off employee shall terminate twelve (12) months following lay-off.

9.5 **Change of Address**

It shall be the responsibility of each employee to notify the Employer of any change of address or telephone number. The employee's address and telephone number as they appear on the Employer's records shall be conclusive.

ARTICLE 10

AUTHORIZED ABSENCE

Since the absence of an employee generally has an adverse impact on the quality of the Employer's educational program, imposes increased responsibilities on other employees, and increases cost, it is the responsibility of each employee to avoid unnecessary tardiness or absence. The provisions herein set forth are not intended to reduce the responsibilities of an employee, nor to provide a form of additional compensation. Rather, the provisions are intended to meet the legitimate, humanitarian, and personal needs of an employee in a manner consistent with the requirements of the educational program, and they shall be so applied and interpreted.

10.1 **Sick Leave**

Each regular employee shall be credited with one (1) day of sick leave for each month of employment. Sick leave shall be administered in accordance with the following guidelines, namely:

10.11 **Use**

Sick leave may be used for:

A. Any physical or mental condition which disables an employee from rendering services, but excluding any condition compensable by Worker's Compensation or resulting from other employment. Sick leave may be used for a disability resulting from pregnancy to the extent expressly required by law.

B. Any communicable disease which would be hazardous to the health of students, employees, or other persons using the facilities of the school district.

C. Physical examinations, medical, dental or other health treatments which cannot reasonably be deferred and which cannot be scheduled outside of the employee's scheduled work time.

D. The serious illness of a member of the immediate family, provided that no more than two (2) days of sick leave may be used for such purpose, and shall be taken only to the extent that the presence of the employee is reasonably required. The term "**immediate family**" shall mean any person who is a regular member of the employee's household or the spouse or child of the employee. The aforementioned time frames may be extended at the discretion of the Superintendent or his designee.

E. Funeral leave to the extent hereinafter provided.

10.12 **Used Days**

Sick leave shall be charged against work days only on the basis of regularly scheduled runs not driven by the employee. Sick leave shall cease to accumulate and shall not be used by an employee during such period as the employee is on an authorized leave of absence, is laid off, or is not otherwise regularly providing services to the Employer.

10.13 **Unused Days**

Unused sick leave may accumulate up to seventy-five (75) days. The amount of unused sick leave shall be certified to the employee at least once each year.

10.14 **Notice Procedure**

It is the employee's responsibility to notify the Employer as soon as practicable if the employee is unable to work by reason of illness or other disability as set forth in Section 10.11 above. Such notice shall be given at least sixty (60) minutes prior to the beginning of the employee's work day or 6:30 a.m., whichever is later. Except for good cause shown, an employee may be denied sick leave benefits if timely notice is not given.

10.2 **Emergency/Personal Leave**

10.21 **Use**

Emergency/personal leave shall be used only for business or personal obligations which cannot reasonably be scheduled at a time which does not conflict with performance of an employee's duties.

10.22 **Number of Days**

An eligible employee may use up to two (2) days of emergency/personal leave per

year, which days shall not be charged against accumulated sick leave. Unused days shall not accumulate.

10.23 Notice

Except in the case of an emergency, a request for emergency/personal leave shall be made not less than three (3) work days prior to the leave day(s) requested.

10.24 Restrictions

The Employer may impose reasonable restrictions on any leave requested on a day preceding or following a non-work day for an employee.

10.3 Disability Leaves

An employee who is or will be physically or mentally disabled shall be granted a leave of absence in accordance with the following guidelines:

10.31 Foreseeable Disability

If the employee knows, or reasonably should know, that the employee has a physical or mental condition which will result in disability, the employee shall:

- A. Notify the Employer as to the nature and extent of the expected disability;
- B. Furnish the Employer a statement from the attending physician, specifying in the physician's opinion,
 - (1) Any limitations on the performance of duties;
 - (2) The probable date when the employee will be significantly impaired in the performance of the employee's duties, and
 - (3) The probable length of time, if any, during which the employee will be disabled from performing the employee's work assignments.
- C. Furnish the Employer such other information as may be necessary, including the attending physician's release, to assure the safety and welfare of the employee, students and other employees.

10.32 Duration of Leave

An employee shall be granted a leave of absence for the period of disability, except that the Employer shall not be required to grant a leave for more than one (1) year, unless the law

requires a longer period.

10.33 **Compensation Benefits**

An employee who has been granted a disability leave may receive payment from accumulated sick leave benefits to the extent eligible.

10.4 **Meritorious Leave**

The Employer may grant an unpaid leave of absence to an employee, on such terms as the Employer and the employee shall agree, for meritorious reasons not otherwise provided herein. In determining whether to grant any such leave, the Employer shall consider:

- A. The past performance of the employee;
- B. The staffing needs and other requirements of the Employer;
- C. The length of service of the employee and the probability that the employee will return to the service of the Employer;
- D. The purpose or purposes of the leave.

10.5 **Jury Leave**

Employees requested to appear for Jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance for service, less any compensation received for such Jury service. If Jury service compensation amount exceeds the lost time amount, the employee will retain their Jury compensation and the District will not be required to pay for lost time. The District shall have the right to seek the excusal of the employee from Jury service.

10.6 **Funeral Leave**

An employee shall be granted up to three (3) consecutive work days leave for death in the immediate family without loss of pay. With the approval of the Superintendent, three (3) additional days may be granted, however, the additional leave allowance shall be deducted from unused sick leave. For purposes of this provision, "**immediate family**" is defined as spouse, and the mother, father, sister, brother, son, daughter, grandparent or grandchild of an employee or employee's spouse.

10.7 **Leave Administration**

10.71 **Notice**

An employee shall give the Employer notice of his desire to be granted a leave as soon as the employee is aware of his need for such leave, so that the Employer will have the

maximum time to provide for the employee's absence.

In any event, the minimum notice time for court leave, a foreseeable disability, or leaves other than emergency/personal leaves, shall be at least seven (7) work days prior to the requested leave date unless the request requires action by the Board, in which case the request shall be made at least seven (7) calendar days prior to the meeting at which the Board is to consider the request, except that a shorter notice may be permitted in an emergency.

10.72 Leave Agreements

A leave for elective health care, a foreseeable disability, a meritorious leave, or any other such leave for more than ten (10) working days shall be agreed to, in writing, by the Employer and the employee, or the employee's personal representative in the case of mental incapacity or physical inability or absence. Each leave agreement shall include a requirement that the employee notify the Employer, in writing, prior to a specified date that the employee intends to return. If the employee fails to give such notice without justifiable reason, the employee shall be considered a voluntary quit.

10.73 Verification

The employee shall have the responsibility of verifying his eligibility for leave and any benefits due. If the Employer determines that an employee knowingly withheld or misrepresented information concerning the purpose of the employee's eligibility for leave or for any leave benefits, the employee may be disciplined, in addition to any other discipline, by the loss of all or any portion of the employee's leave benefits due or to be due under this Agreement.

10.74 Reinstatement Rights

On the termination of a leave, the employee shall be returned to the job which he held prior to such leave, or if the job has been eliminated, to a similar job (provided that he is still qualified), subject to the rights of other employees pursuant to this Agreement.

10.75 Limitations

The benefits provided to employees pursuant to Article 10 may not be used by a newly hired regular Driver until such employee satisfactorily completes the probationary period.

ARTICLE 11

GENERAL PROVISIONS

11.1 Contract Representatives

Each party shall designate, in writing, the name of its authorized representative(s) to administer this Agreement.

11.2 Notices

Any written notice given pursuant to this Agreement shall be addressed and delivered as follows:

A. **Employer:**

Office of Superintendent
Centreville Public Schools
P.O. Box 158
190 Hogan Street
Centreville, Michigan 49032

B. **Union:**

International Union of Operating Engineers
Local 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO
500 Hulet Drive
Bloomfield Township, Michigan 48302

C. **Employee:**

As set forth in the records of the Employer or such other address as a party or an employee shall hereafter furnish in writing.

11.3 Scope, Waiver and Alteration of Agreement

It is expressly agreed that neither the Bargaining Unit nor any provision of this Agreement shall be altered during the term of this Agreement, except upon the voluntary prior written consent of both the contracting parties, provided that nothing herein shall prohibit the Employer from adopting policies, initiating programs, or entering into other agreements which are not contrary to the express terms of this Agreement, and provided further, that the waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.

11.4 **Interpretation**

Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, the parties agree to meet within twenty (20) days of such action in order to renegotiate such invalidated provision.

For the purposes of this Agreement:

11.41 **Captions**

Captions are included only for convenience of reference and shall not modify, in any way, any of the provisions contained herein.

11.42 **Right to Modify**

The rights of either party or of an employee to any benefits shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this Agreement in a subsequent agreement, and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.

11.43 **Schedule Modifications**

The Employer may alter the work schedule to the extent the Employer determines necessary to comply with applicable local, State or Federal laws or regulations, the availability of utilities, or for other circumstances beyond the control of the Employer.

11.44 **Subordination**

Any individual contract or letter of agreement, between the Employer and an employee, for the performance of duties which are subject to the terms of this Agreement, shall be subject and subordinate to the provisions hereof.

11.45 **Prior Practices**

This Agreement shall supersede any existing rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms.

11.46 **Masculine Includes Feminine**

Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.

11.5 **Definitions**

11.51 "**Day**" shall mean a calendar day unless the context otherwise requires.

11.52 "**Emergency**" means a sudden and unforeseen combination of circumstances, or the resulting state therefrom, that calls for immediate action.

11.53 "**Employee**" means a member of the Bargaining Unit. A substitute Driver shall not be deemed a member of the Bargaining Unit or eligible for any benefits pursuant to this Agreement, including, but not limited to, seniority, authorized leave benefits, fringe benefits, and the like.

11.6 **Duplication of Agreement**

The Employer agrees to furnish a copy of this Agreement to each employee who is employed in the Bargaining Unit during the term of this Agreement.

11.7 **Successor Agreement**

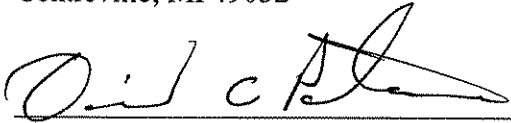
The negotiation of a new Agreement shall begin upon written request of either party made not earlier than sixty (60) days prior to the expiration of this Agreement. Negotiations for a successor agreement shall be scheduled outside the regular work day, except as the parties shall mutually agree otherwise.

11.8 **Effective Date and Termination**

This Agreement shall commence as of the date of its execution by both parties, and shall remain in full force and effect until **midnight, June 30, 2013**, except as a provision shall, by its express terms, extend for a longer period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

FOR THE EMPLOYER:
Centreville Public Schools
St. Joseph County
190 Hogan Street
PO Box 158
Centreville, MI 49032



President

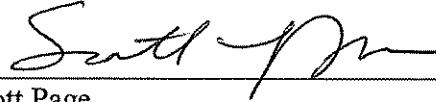


Secretary

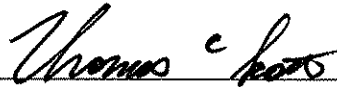
FOR THE UNION:
International Union of Operating Engineers
Local 324 – A, B, C, D, G, H, P, RA, S – AFL-CIO
500 Hulet Drive
Bloomfield Township, MI 48302



Douglas W. Stockwell
Business Manager



Scott Page
President



Thomas Scott
Recording-Corresponding Secretary

SCHEDULE "A"
BASIC COMPENSATION

Step	2012-2013
	Base Wage/ Paid Wage
Probation	\$14.34
1	\$15.10
2	\$15.87
3	\$15.87
4	\$15.87
5	\$16.55
6	
7	
8	
9	
10	
15	\$17.07
20	
25	\$17.63
30	
Extra Trip	\$10.46

Special Education runs will receive a thirty cents (\$.30) per hour premium.

*Those members not receiving Step increases shall receive a one hundred fifty dollar (\$150.00) off-schedule bonus.

Additional Compensation

A. Extra Trip Rate Computation

A Driver who accepts an extra trip assignment scheduled on a Saturday, Sunday or holiday shall be paid time and one-half (1-1/2) at the extra trip rate for all hours worked, provided however, that overtime compensation (see Section 7.4) shall not be paid on this premium pay provision unless expressly required by applicable laws or regulations.

B. Excess Mileage Rate

Regular run and kindergarten run Drivers whose bus routes require them to drive more than thirty-five (35) miles per day shall receive additional compensation at the rate of thirty-one cents (\$.31) per mile for each such additional mile. A Driver who has both a regular run and a kindergarten run shall have his respective runs computed separately.

Section 2. Adverse Weather

If school is closed on scheduled instructional days because of adverse weather or other emergencies, and no bus services are required, Bus Drivers shall be paid for such days, provided however, that if any such student instructional days are rescheduled, Bus Drivers shall be required to work and will not be paid additional compensation.

Section 3. Bus Breakdowns

An employee whose bus is disabled and who is required to remain with the vehicle beyond the termination of a regularly scheduled run shall be paid at the extra trip rate for such time prorated to the nearest quarter (1/4) hour.

Section 4. Conferences/Meetings

If the Employer requires an employee to participate in a conference or meeting scheduled outside of the employee's regular employment schedule, the employee shall be paid at the extra trip rate for such time prorated to the nearest quarter (1/4) hour.

Section 5. Compensation for Unused Sick Leave Days

A regular Driver who retires or voluntarily terminates his employment relationship with the Employer, or who dies while in the employ of the Employer, and who provided services for at least five (5) years prior to such event, shall be eligible to be paid for one quarter (1/4) of all accrued but unused sick leave days at such employee's daily rate. In the case of an employee who dies, the payment shall be made to the employee's surviving spouse or, if the employee does not leave a surviving spouse, to the duly qualified personal representative of the employee's estate.

SCHEDULE "B"

FRINGE BENEFITS

Section 1. Health and Medical Insurance Allowance*

Subject to the conditions and limitations set forth hereafter, a regular Driver who has satisfactorily completed the probationary period and is scheduled to provide services for a full work year shall be eligible to receive a monthly health and medical insurance allowance to be applied to the applicable monthly premium cost of the plan selected. The Employer contribution shall be determined as follows:

HEALTH INSURANCE

Insured	Monthly Allowance (September-August)
Self Only	\$232.00
Self and Spouse/Children	
Full Family	

An employee may elect, however, to take a cash allowance in lieu of the monthly Employer contribution as follows:

Scheduled Work Hours/Year	Annual Cash Allowance
900+	\$1,132.46
540 - 899	\$856.25
360 - 539	\$580.40

Conditions and Limitations

1. The health and medical insurance plan carrier shall be selected by the Employer.

1.1 (A) **125 Flexible Spending Account**

The Employer shall provide a Section 125 Flexible Spending Plan to each employee. A copy of the Plan Summary shall be made available to each employee as soon as practical.

2. A cash allowance in lieu of insurance will be paid in two (2) substantially equal installments, the first (1st) payment to be included in the first (1st) paycheck in December and the second (2nd) payment in the first (1st) paycheck in June. An employee must complete the full work year in order to be eligible for the June installment.

3. An eligible Driver electing to purchase health insurance may authorize the deduction of any additional monthly premium amount from his bi-weekly paycheck. Otherwise, the amounts due shall be paid not later than the first (1st) work day of each month, for twelve (12) consecutive months, beginning on September 1st.

4. The Employer's monthly contribution for health and medical insurance shall terminate thirty (30) days from and after the date of separation.

Section 2. Longevity

An employee shall be eligible to receive longevity pay in accordance with the following schedule:

Years of Service	Amount
Twenty-One (21)+	\$220.00
Sixteen (16) to Twenty (20)	\$170.00
Eleven (11) to Fifteen (15)	\$120.00
Six (6) to Ten (10)	\$70.00

Note: Longevity pay shall be paid to an eligible employee in substantially equal installments in accordance with Section 7.2.

Section 3. Holidays

Subject to the conditions and limitations set forth hereafter, the Employer shall pay each employee for the following holidays at the employee's regular daily rate:

Labor Day*	New Year's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Christmas Day	

* This holiday will be observed if the work year has already begun.

Conditions and Limitations

A holiday shall not be observed if it is a scheduled instructional day. To be eligible for holiday pay, an employee shall work the last scheduled work day before the holiday, and the first (1st) scheduled work day after the holiday, unless such employee is on sick leave for reasons of personal illness, which reasons may be subject to verification if requested by the Employer.

Section 4. Medical Examinations/Tests

The Employer agrees to pay the full cost of a required physical examination, TB test or required x-ray, if such examination, TB test or x-ray is given or administered by a physician or medical facility designated by the Employer. In the case of a required physical examination, however, the Employer will contribute up to thirty-five dollars (\$35.00) for such examination if the employee elects to use his own physician.

Section 5. In-Service and Training

The Employer shall provide each employee with in-service training as required. If an employee is required to participate in an in-service training program, the employee shall be paid at the extra trip rate for time spent in any such program prorated to the nearest quarter (1/4) hour. Employees will be reimbursed for mileage expenses incurred in attending such sessions in accordance with Board policy.

Section 6. Licenses

The Employer agrees to reimburse each regular Driver for the scheduled cost of obtaining a renewal of his school bus driver's license (CDL: Group C/Endorsement P), less the cost of his regular driver's license renewal fee, and exclusive of costs and/or fees arising from an employee's failure to pass required tests on the first attempt.

SCHEDULE "C"

MISCELLANEOUS PROVISIONS

Section 1. Orientation

Prior to the first (1st) work day of a new school year, the Transportation Supervisor shall schedule an orientation meeting with all regular and substitute Bus Drivers. The agenda shall include at least the following items:

1. A review of proposed bus routes for the year, including Driver input regarding such routes;
2. A review of policies and procedures affecting Drivers and students;
3. A review of applicable work and safety rules, including rules promulgated by the Michigan Department of State and the Michigan Department of Education.

Drivers will be compensated at the extra trip rate for such meetings prorated to the nearest quarter (1/4) hour.

Section 2. Accident Reports

An employee involved in any accident shall immediately report the accident and any physical injury or property damage sustained. An employee shall complete an accident report on forms provided by the Employer, including the names and addresses of witnesses to the accident. Failure to promptly complete an accident report form may be cause for discipline.

Section 3. Evacuation Drills

Each regular Driver shall conduct two (2) bus evacuation drills, one (1) each semester.

Section 4. Other Drivers

Except in an emergency, no non-Bargaining Unit member will be permitted to drive an extra trip or a regular run. This does not prevent any non-Bargaining Unit member, who is properly certified, from taking teams or groups of students to local practice facilities.

Section 5. Uniforms

The Employer agrees to provide uniform jackets for each regular Driver in accordance with the following schedule, namely:

Year 1	Lightweight Jacket
Year 2	-----
Year 3	Winterweight Jacket
Year 4	-----

Section 6. Pre-Trip Safety Check

All Drivers shall complete and turn in a walk around pre-trip check on his assigned bus prior to the Driver's first (1st) scheduled run each day, and shall register the odometer reading on the bottom of the pre-trip check form.

Section 7. Clean-Up and Washing Time

Each Driver shall be responsible for the interior cleaning and fueling of his assigned bus. In addition, a Bus Driver shall be required to wash his assigned bus weekly, unless the condition of the bus requires more frequent washing. Buses need not be washed if the outside temperature is below 0°F.