

**COLLECTIVE BARGAINING AGREEMENT**

*between the*

**KINGSTON COMMUNITY SCHOOLS**

*and the*

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

**Bus Drivers**

**July 1, 2009 - June 30, 2012**

## TABLE OF CONTENTS

ARTICLE I .....	1
PURPOSE .....	1
ARTICLE II .....	1
UNION RECOGNITION, UNION SECURITY, CHECK OFF .....	1
ARTICLE III .....	3
NO-STRIKE .....	3
ARTICLE IV .....	3
BOARD RIGHTS .....	3
ARTICLE V .....	4
NON-DISCRIMINATION .....	4
ARTICLE VI .....	4
STEWARDS .....	4
ARTICLE VII .....	5
VISITATION .....	5
ARTICLE VIII .....	5
TRANSFERS AND PROMOTIONAL PROCEDURES .....	5
ARTICLE IX .....	5
SENIORITY .....	5
ARTICLE X .....	7
VACANCIES .....	7
ARTICLE XI .....	8
DISCIPLINE-DISCHARGE .....	8
ARTICLE XII .....	9
JURISDICTION .....	9
ARTICLE XIII .....	9
GRIEVANCE PROCEDURE .....	9
ARTICLE XIV .....	12
HOURS AND WORK WEEK .....	12

ARTICLE XV .....	13
EXTRA TRIPS .....	13
ARTICLE XVI .....	15
SICK LEAVE AND FUNERAL LEAVE .....	15
ARTICLE XVII .....	16
LEAVES OF ABSENCE .....	16
ARTICLE XVIII .....	19
HOLIDAYS .....	19
ARTICLE XIX .....	19
TERM LIFE INSURANCE .....	19
ARTICLE XX .....	20
LONG TERM DISABILITY INSURANCE .....	20
ARTICLE XXI .....	21
GENERAL .....	21
ARTICLE XXII .....	25
RETIREMENT .....	25
ARTICLE XXIII .....	25
JURY DUTY .....	25
ARTICLE XXIV .....	26
CLASSIFICATION AND COMPENSATION .....	26
ARTICLE XXV .....	26
SCOPE, WAIVER AND ALTERATION OF AGREEMENT .....	26
ARTICLE XXVI .....	26
BINDING EFFECTIVE AGREEMENT .....	26
ARTICLE XXVII .....	27
TERMINATION AND MODIFICATION .....	27
SCHEDULE A .....	29
WAGES .....	29
LETTER OF UNDERSTANDING .....	30

## ARTICLE I

### PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions, and other conditions of employment.

## ARTICLE II

### UNION RECOGNITION, UNION SECURITY, CHECK OFF

#### Section 1. Union Recognition

(A) The Employer herein recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages and hours of employment.

(B) The term "employee" as used herein shall include all regular scheduled Bus Driver employees of the Employer.

#### Section 2. Agency Shop

(A) It shall be a condition of employment that all employees of the Board covered by this Agreement:

(1) Become members of the Union on or before the thirty-first (31st) day following the beginning of their employment with the Board; or

(2) Pay to the Union a monthly service charge of a sum equivalent to the monthly dues of the Union on or before the thirty-first (31st) day following the beginning of their employment with the Board.

(B) Employees who elect not to be a member of the Union may comply with this Article by signing an "Authorization for Deduction of Service Charge" form.

(C) The Union agrees that it will treat all employees in the same manner with respect to the provisions contained within Section A of this Article. For purposes of this Contract, the Union shall represent employees during the probationary period for all matters other than disciplinary actions for cause.

(D) In the event that the Union refuses to accept any employees hired by the Board as a member, said employee may continue employment for the School District.

(E) Either party to this Agreement shall have the right to re-open negotiations pertaining to the provisions of this Article if provisions of this Article are deemed illegal under applicable laws by sending written notification to the other party thirty (30) days from the date of such legal determination.

(F) The Union shall notify the Board regarding any employee who does not comply with the provisions of this Article and within thirty-one (31) days of the receipt of such notice the Board shall terminate the employment of such employee. Such termination shall not be subject to the grievance procedure.

The Union shall hold the Board harmless from any financial liability that might result from damages or back pay awarded to any employee, who may be terminated in accordance with this Article and who later contests the agency shop provisions of this Article; providing that the Board has notified the Union within seven (7) days of receipt of such a formal written complaint from an employee contesting such discontinuance of employment.

### **Section 3. Check-off**

(A) The Board shall deduct from the pay of each employee from whom it receives an authorization to do so the required amount of fees for Union dues and/or initiation fees.

(B) Deductions shall be made thereafter only after authorization for check-off of dues or initiation fees have been properly executed and are in effect.

(C) Check-off of dues and initiation fees under all properly executed forms shall become effective at the time the application is tendered to the Board or its designated representative and shall be deducted from the first (1st) pay of the month and each month thereafter for the term of this Agreement.

(D) Such fees, accompanied by a list of employees together with their Social Security numbers from whom they have been deducted, and the amount shall be forwarded to the Union no later than forty (40) days after the deductions have been made.

(E) An employee shall cease to be subject to check-off dues beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. Local 324 will be notified by the Board or its designated representative of the names of such employees.

(F) The Board shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that actually constituting the deductions made from wages and Local 324 will furnish the Board or its designated representative with the names of all the employees paying dues directly to the Union and it will update any changes on a monthly basis.

(G) When an employee does not have sufficient money due him, after deductions have been made for Social Security, Federal and/or State Income Tax, insurance, or any other deductions authorized by the employee or required by law, membership dues for that month will be collected by the Union directly from the employee.

### **ARTICLE III**

#### **NO-STRIKE**

The Union and the Board recognizes that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone nor shall any member take part in any strike, slowdown, or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

### **ARTICLE IV**

#### **BOARD RIGHTS**

(A) The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but not limited to the generality of the foregoing, the right:

(1) To the executive management and administrative control of the school system and its properties and facilities, transportation, including assignment of routes, and the activities of its employees.

(2) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion and to promote and transfer and assign all such employees.

(B) The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms thereof and in conformance with the laws of the Constitution of the United States and the State of Michigan.

(C) The parties agree that this Contract incorporates their full and complete understanding that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

(D) The Board/Administration reserves the right to hire commercial carriers for special school events and share transportation with other Districts. The Union Steward will be made aware of any trips using commercial or neighboring Districts' carriers.

## **ARTICLE V**

### **NON-DISCRIMINATION**

The Board and the Union both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties re-affirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, sex or age.

## **ARTICLE VI**

### **STEWARDS**

(A) The employees may be represented by a Chief Steward, who shall be selected in a manner determined by the employees and the Union.

(B) Reasonable arrangements will be made to allow the Chief Steward time off without loss of time or pay for the purpose of investigating grievances and to attend grievance and negotiating meetings when such meetings take place during the Steward's normal working hours.

(C) The parties agree and support the need for good Labor-Management relations and an informed relationship in the workplace between the Stewards, Assistant/Alternate Stewards and Administration. Therefore, it is agreed that the Stewards may use a total of two (2) days per year, without loss of pay, to attend Union-sponsored Stewards Training Programs.

## **ARTICLE VII**

### **VISITATION**

After presentation of proper credentials, officers or accredited representatives of the Union shall be admitted (upon request by the Union) into the buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances; provided, that said observation shall not be in areas which would be detrimental to the management and functions of the school and its students.

## **ARTICLE VIII**

### **TRANSFERS AND PROMOTIONAL PROCEDURES**

(A) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from date of vacancy, and the employees shall be given five (5) work days time in which to make application to fill the vacancy or new position. The senior employee making the application shall be transferred to fill the vacancy or new position. Newly created positions or vacancies are to be posted in the following manner: the type of work; the place of work; the starting date; the rate of pay; the hours to be worked; and the classification.

(B) Any employee temporarily transferred shall be paid either the rate of the position from which he/she is transferred or the rate of the position to which he/she is transferred, whichever is higher.

## **ARTICLE IX**

### **SENIORITY**

(A) A new employee shall be considered as a probationary employee until he/she has been employed continuously for a minimum of thirty (30) calendar days.

(B) Probationary employees completing their probationary period shall acquire seniority from the date hired.

(C) Employees shall be laid off, recalled or demoted according to their seniority in their classification. An employee on scheduled lay-off shall have the right to displace the lease seniority employee with comparable runs.

(D) Seniority shall be broken for the following reasons:



- (1) If the employee quits.
- (2) If the employee is discharged and not reinstated through the grievance procedure.
- (3) If the employee is absent without properly notifying the Board unless a satisfactory reason is given.
- (4) If an employee fails to return to work within three (3) working days after being notified to report to work and does not give a satisfactory reason.
- (5) If the employee falsifies the reason for obtaining a leave.
- (6) If an employee is laid off for a continuous period equal to the seniority he/she has acquired at the time of such lay-off.

(E) Laid off or discharged probationary employees shall not have recourse to the terms of this Agreement.

(F) Seniority shall be retained for a period of one (1) year within the bargaining unit for an employee who transfers to a supervisory position, with that employee having the right to exercise the seniority that they had accumulated while they were a member of the bargaining unit, and return to the bargaining unit in the event that the employee vacates their supervisory position.

(G) An up-to-date seniority list shall be made available to each employee covered by this Agreement and the Union on or about July 1st of each calendar year. Such list shall contain the employees' date of hire and classification.

(H) Any employee in the bargaining unit elected or appointed to full-time office in the Union whose duties require his/her absence from his/her work shall be granted a leave of absence not to exceed one (1) year, shall not accumulate seniority during his/her leave of absence and at the end of such leave shall be entitled to resume his/her regular seniority status and all job and recall rights.

(I) During his term of office, the Chief Steward shall be deemed to head the seniority lists for the purpose of lay-off and recall. Upon termination of his/her term, he/she shall be returned to his/her regular seniority status.

(J) Seniority will not be accumulated if an employee is absent from work during personal leave for a period of one (1) year.

(K) Any driver who is laid off will have top seniority as a substitute driver.

(1) In the event that the Employer determines that it is necessary to eliminate one a.m. or p.m. run or runs, the affected employee shall have the right to displace the least senior driver.

(2) If runs other than the a.m. or p.m. are eliminated, the driver of that run or runs shall not have the right to bump another driver.

(l) It is hereby agreed between the parties that:

(1) It is the intent of both parties that new drivers will be hired as regular full-time drivers (a.m. and p.m. run) whenever such a position is open.

(2) When a part-time driver leaves, the position will be moved to a full-time position with the agreement of the remaining senior driver on the other half of the run.

(3) When a senior regular driver, with a minimum of two (2) years experience as a Kingston Schools bus driver, requests a part-time assignment (one [1] run per day), they will be allowed to continue driving as a part-time (one [1] run per day) employee if a certified driver is available for part-time employment to continue the other half of the run.

(4) As per the Letter of Understanding of September 1991 between both parties, only regular, full-time drivers will be placed on the extra trip sheet or in regular rotation for substituting on other runs that a regular driver may take (i.e. Skill Center).

## **ARTICLE X**

### **VACANCIES**

#### **Section 1. Permanent Vacancy**

A vacancy is defined as a current open position in the bargaining unit. In the event that vacancies occur during the school year, such vacancy shall be posted on the employees' bulletin board within five (5) working days from the date of the vacancy. All vacancies that are posted shall include the following:

- (1) Type of Run.
- (2) Starting Date.
- (3) Starting Time and Place.
- (4) Route.

The employees will be given five (5) working days time in which to bid on the vacancy. The most senior employee who bids on the vacancy shall be assigned to the vacancy on the fifth (5th) working day after completion of the posting period. The original posting and one (1) subsequent posting (if necessary) shall be made. A temporary assignment may be made to fill the vacancy while the process is occurring.

**Section 2. Temporary Vacancy**

In the event of a temporary vacancy due to the absence of a regular driver who is on an approved leave of absence for at least ten (10) working days, the vacancy shall be filled from among the regular drivers who have submitted their name. The driving assignments shall be distributed as equally as possible among those drivers who are available. Available meaning you do not have a run scheduled at the same time. Temporary vacancies are deemed temporary as long as the regular employee is on an approved leave of absence. When the employee returns from the leave of absence, they shall be returned to their former position.

**Section 3.**

Employees in the Bus Drivers Bargaining Unit will be notified of transfer or promotional opportunities for non-certified openings outside the Bargaining Unit. Such notice is informational only and does not obligate the District to fill any such position pursuant to the provisions of this Article, or to process grievances arising out of filling positions or vacancies pursuant to such notice.

**ARTICLE XI**

**DISCIPLINE-DISCHARGE**

(A) The responsibility for discipline and/or discharge of employees is vested entirely in the Board. However, such discipline or discharge shall be only for just and stated cause.

(B) When the Board determines that disciplinary action is warranted, such action must be initiated within ten (10) working days from the date of occurrence or condition giving rise to such action or within ten (10) days from the date it is reasonable to assume that the Board became fully aware of the conditions giving rise to the discipline and written notification shall be presented to the employee and the Union outlining the reason for such disciplinary action.

(C) Among the causes, but not limited to, which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness or drinking alcoholic beverages while at work, use of illegal drugs, dishonesty, insubordination, failure to keep confidential school information which comes to their attention, or willful violation of established rules. During working hours, undermining, attempting to diminish or ridicule the Board of Education, the Administration, the teaching staff, or other employees to anyone, but especially to the students, by accepting or repeating malicious gossip or rumors.

(D) Written notification of dismissal, suspension or other disciplinary action shall be sent to the Employee and the Union.

(E) The discipline or discharge of any probationary employee shall not be subject to the Grievance Procedure. Probation shall be for thirty (30) days from the date of hire.

## **ARTICLE XII**

### **JURISDICTION**

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency.

## **ARTICLE XIII**

### **GRIEVANCE PROCEDURE**

**(A) Definition:**

(1) A grievance shall mean a complaint by an employee in the bargaining unit that there has been a violation, misinterpretation or inequitable application of a specific provision of this Agreement except that the terms "grievance" shall not apply to any matter as to which a method of review is prescribed by law.

(2) As used in this Article, the term "employee" may mean a group of employees having the same grievance.

(3) The primary purpose of the procedures set forth in this Article is to secure, at the lowest possible level, equitable solutions to the problem which may arise relative to the application or operation of this Agreement.

(4) Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of these procedures. Nothing contained here shall be construed as limiting the right of any employee having a problem to discuss the matter informally with any appropriate member of administration.

(5) The following grievance procedure affords the sole and exclusive remedy for complaints and grievances under this Agreement.

(6) Failure of an aggrieved party to appeal a decision at any level within the specified time limits herein set forth shall be deemed as evidence of acceptance of the decision reached at that level.

(7) The term "days" when used in this Article shall mean working days exclusive of holidays, Saturdays and Sundays.

**(B) Procedure:**

(1) An employee having a grievance shall first discuss the matter informally but fully and frankly with the Director of Transportation within five (5) working days of the occurrence of the alleged grievance.

(2) If the grievance is not settled orally it should be reduced to writing and presented to the Director of Transportation within ten (10) days of the act or condition that caused the grievance specifying the specific provision of the Contract that was allegedly violated, the remedy requested and signed by the aggrieved and the Steward.

(3) If presented to the Director of Transportation, he may arrange for a conference with the employee and/or the Chief Steward in an attempt to settle the grievance.

(4) The Director of Transportation shall answer such grievance in writing within five (5) days from the day of receipt of the grievance unless extended by mutual agreement.

(5) Unless appealed to the next Step within five (5) days, such answer shall be final and binding.

(6) If appealed, the grievance shall be presented to the Superintendent or his designated representative who will arrange for a conference with the Business Representative of Local 324 in an attempt to settle the grievance.

(7) Said conference shall be held within ten (10) days from the date of receipt of appeal and will be scheduled at a time mutually agreeable to the parties.

(8) The Superintendent or his designated representative shall answer such grievance in writing within ten (10) days from the date of the conference unless extended by mutual agreement in writing.

(9) Any appeal of a decision rendered by the Superintendent shall be presented to the Board, or a Board Committee, within five (5) days from the date of receipt of the decision by the Superintendent or his designated representative, or at the next regularly scheduled Board Meeting.

(10) The appeal shall be in writing and shall state the reason or reasons why the decision of the Superintendent or his designated representative was not satisfactory.

(11) Such grievance shall be placed on the agenda of a regular Board meeting scheduled within a period of forty (40) days from the date of receipt of the appeal and the representatives of the Union shall be advised in writing as of the time and place of this meeting.

(12) The Board or its designated representative shall answer such grievance in writing within ten (10) days from the date of conference unless extended by mutual agreement.

(13) If the grievant and the Union are not satisfied with the disposition of the grievance at the Board level or if no disposition has been made within the established time period, the Union may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree upon an arbitrator, the arbitrator shall be selected by the American Arbitration Association, in accordance with its rules, which will likewise govern the arbitration proceeding. Neither the Employer nor the Union shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. It shall be the function of the arbitrator and he/she shall be empowered, except as limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

- (a) The arbitrator shall have no power to alter, add to, subtract from, disregard, or modify any of the terms of this Agreement.
- (b) The arbitrator shall have no power to establish salary scales or change any salary rate.
- (c) The arbitrator shall have no power to rule on any of the following:
  - 1. The termination of services of probationary employees.
  - 2. Any matter involving worker evaluation.

- (d) The arbitrator shall have no power to change any practice, policy or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
- (e) In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

Both parties agree to be bound by the award of the arbitrator and that judgement thereon may be entered in any court of competent jurisdiction.

**(14) Miscellaneous Conditions:**

The fees and expenses of the arbitrator shall be shared equally by the Union and the Board.

(15) The number of days indicated at each Step of the grievance procedure should be considered as maximum and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual consent.

(16) The failure of an aggrieved person to proceed from one Step of the grievance procedure to the next Step within the time limits shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

(17) The failure of an administrator to communicate his decision to the Union within the specified time line shall permit the Union to proceed to the next Step in the grievance procedure.

**ARTICLE XIV**

**HOURS AND WORK WEEK**

**Section 1.**

- (A) The regularly scheduled work week shall be Monday through Friday.
- (B) The normal work day shall be whatever would constitute the bus drivers normal bus runs.

(C) In the event that the employee's regular run or runs is cancelled, and the employee is not notified of such cancellation at least one (1) hour prior to the scheduled reporting time, or by 6:00 a.m. on inclement weather days, and the employee does report for work, such employee shall be paid for a minimum of one (1) run's pay at the regular run rate of pay.

## **ARTICLE XV**

### **EXTRA TRIPS**

(A) Extra trips are herein defined as any trip that leaves the school district under the direct authorization of the Employer or their designee, has more than eight (8) students, and is not a daily scheduled run. The Administration may decide to use a bus with less than eight (8) students if it so wishes.

(B) An Extra Trip List shall be established as follows:

(1) At the beginning of each school year, each regular bus driver shall indicate in writing to the Transportation Supervisor, on a form provided by the Employer, if they desire to be placed on the Extra Trip List. This must be done no later than three (3) working days after the opening day of school.

(2) Those employees who have indicated that they wish to be on the Extra Trip List shall be placed on the list in order of seniority, with the most senior employee to be placed at the top of the list and all other employees placed in subsequent order according to seniority. The list will then be rotated throughout the school year. As the sole exception to the foregoing, the driver assigned to the Skill Center Run will be placed at the bottom of the list and will not move up the list through rotation, and only assigned when no other regular driver accepts the trip.

(3) Any regular bus driver may be added to the list any time during the year and will be placed at the bottom of the Extra Trip List as they make request.

(4) Any regular bus driver who wishes to be dropped from the list and return later shall be placed at the bottom of the Extra Trip List. Either request must be in writing to the Transportation Supervisor before any action will be taken.

(5) On extra trips the first (1st) hour would be paid at the rate of the driver's regular bus run if the driver misses his/her regular run to take the extra trip. Driver missing a.m. and p.m. regular runs shall be paid first (1st) hour for EACH.

(6) The employee who drives an extra trip shall be paid a minimum of two (2) hours pay at the agreed rate of pay or the pay for the actual time that the employee drives on the extra trip, whichever is greater.



(7) An employee who drives an extra trip shall be paid at the agreed rate of pay from the scheduled reporting time until the time of return plus a fifteen (15) minute safety check and warm-up time prior to leaving and a fifteen (15) minute clean up time after the driver has completed his trip. During the months of December, January, and February, a warm-up time of thirty (30) minutes shall be established for non-school day trips.

(8) When there is more than one (1) extra trip posted on the same day, the next driver on the Extra Trip List and eligible to drive the next trip shall have the first (1st) choice of those available trips.

(9) When an extra trip is posted, the Transportation Supervisor or their designee shall contact the bus driver who is the next eligible driver on the Extra Trip List. If that driver refuses to take the trip, the next driver shall be asked to take the trip. If all bus drivers refuse to take the trip, or cannot personally be reached, the trip shall be assigned to a substitute driver.

(a) Trips will be on the trip board until scheduling is completed, or for no more than forty-eight (48) hours.

(b) If a driver does not sign the trip sheet within forty-eight (48) hours of its posting, it will be considered a 'no', and they will be charged for it as if they had written 'no'.

(10) In the event that an assigned field trip or extra trip is cancelled, the driver of that trip shall be eligible for the next posted field trip, except for trips already assigned for that same date. If a scheduled trip is postponed and rescheduled, the original driver will have the trip if he/she so desires. If they do not want the trip, it will be posted as a new trip.

(11) If at all possible, extra trips shall be assigned a minimum of two (2) working days prior to the date the extra trip is scheduled to depart.

(12) When an extra trip is cancelled/postponed and the driver who was assigned that extra trip is not given a minimum of twelve (12) hours notice prior to the date of that trip, except in the event of emergency conditions beyond the control of the Employer, such driver shall be paid a minimum of two (2) hours pay at the regular extra trip rate of pay. The driver shall be assigned the next unassigned extra trip.

**(13) Definition of Regular Driver:**

A regular driver is one who drives a minimum of an a.m. and p.m. daily run. The Contract (Article XVI - Extra Trips) refers to a regular driver as one who is eligible to sign up for extra trips.

**(14) Extra Trips:**

- (a) Part-time drivers will not be placed on the extra trip sheet or in regular rotation for substituting on other runs that the regular drivers may take (i.e. Skill Center, etc.). It is specified on the extra trip sheet that only regular drivers may sign it.
- (b) If all full-time drivers turn down an extra trip, then the Skill Center driver will be asked first, followed by the part-time driver(s).
- (c) Substitutes will be given the opportunity to take extra trips only after full and part-time drivers have turned down the trip.
- (d) A driver that cancels two (2) trips, without sufficient reason, and approved by the Superintendent, will be removed from the extra trip rotation for the balance of the semester.

**Notes:** Nothing in the above definitions or explanations is to be interpreted by either of the parties as directing a change in future hiring practices. Neither party deems it in the best interests of the drivers or the school to hire part-time drivers. However, if in the future an existing seniority driver should elect to give up an a.m. and/or p.m. run in order to drive the Skill Center run, then the parties shall meet to discuss that particular issue.

## **ARTICLE XVI**

### **SICK LEAVE AND FUNERAL LEAVE**

- (A) Regular drivers shall be allowed ten (10) days paid leave per year for:
  - (1) Personal illness.
  - (2) Home emergency.
  - (3) Sickness of immediate family.

Sick days are computed as follows: Sick leave days x number of runs equals the number of sick leave runs. (Example: 10 x 2 = 20 sick leave runs for a regular driver starting in September.)

(B) Two (2) paid days, not deducted from sick leave may be used for personal business. The Transportation Supervisor must have two (2) working days notice of requested personal days. No personal days will be allowed for the two (2) working days immediately before or after a holiday. Personal days will only be granted if a substitute can be hired.

(C) The employee may take a maximum of three (3) working days per death in the immediate family up to and including the day of interment. Immediate family shall include spouse, parents, children or brother and sisters of the employee. The employee may take a maximum of two (2) working days per death of other close relatives up to and including the day of interment. Close relatives shall include spouse's parents, brothers or sisters, brothers-in-law and sisters-in-law of the spouse, grandparents of the employee or spouse, grandchildren and any relative or non-relative living or making his/her home in the household of the employee. Such funeral days will not be deducted from the ten (10) days listed in Section A of this Article.

(D) Full sick leave is established at the beginning of the school year or at the time a regular run is given. Sick days are pro-rated at one (1) day per month at the time the run is given out or at the termination of services.

(E) At the end of the school year, each regular driver shall receive one hundred percent (100%) of the daily rate for each unused sick leave run. Unused personal business days shall also be paid one hundred percent (100%).

(F) Employees who are unable to perform their duties because of illness or disability shall notify the Transportation Supervisor or his designee before the start of the work day. In the event that an illness or disability extends beyond the first (1st) work day, the employee and the Transportation Supervisor will make arrangements as to the frequency of continued notification of the illness or disability.

(G) An employee while on paid leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement.

(H) Drivers requesting use of sick time shall not be refused under any circumstances. If a driver is out sick more than two (2) consecutive days, a doctor's slip may be required.

## **ARTICLE XVII**

### **LEAVES OF ABSENCE**

(A) An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work, and has exhausted all means of allowable compensation from the Employer shall be granted a non-paid leave of absence of up to one (1) year for such disability, provided the employee notifies the Employer of the necessity therefore, and provided further the employee supplies the Employer with a statement from their medical or osteopathic doctor of the necessity and length of time for such leave of absence and for the continuation of such absence when the same is requested by the Employer.

(B) Leaves of absence of up to one (1) year shall be granted for physical or mental illness in the employee's immediate family which includes husband, wife, children or parents.

(C) Leaves of absence will not be granted for the purpose of working for others.

(D) Whenever an employee shall become pregnant, she shall, by the end of her fourth (4th) month, furnish the Employer with a statement from her physician stating the approximate date of delivery and any restrictions on the nature of work that she may be able to do, and the length of time she may continue to work. When she is required to interrupt her employment upon the advice of her physician, she shall be granted a leave of absence. Upon her return to work, she will be required to furnish a signed medical statement to the Employer, from her physician, indicating that she is physically able to return to work.

(E) Any employee in the bargaining unit who is either elected or appointed to full position or office in the Union, whose duties require his/her absence from work, shall be granted a leave of absence for the duration of such office or position up to one (1) calendar year.

(F) Non-paid leaves of absence may be granted for Union business for a run(s)/route(s) to Union officials in order to attend Union meetings. The request for non-paid leave of absence must be requested at least three (3) working days prior to the requested date and a substitute must be obtained prior to approval.

(G) Non-paid leaves of absence may be granted for other reasons than those listed above after all allowable "Business Leave Days" have been exhausted. The request for the non-paid leave of absence must be requested at least three (3) working days prior to the requested date, the request must be for a complete day and a substitute must be obtained prior to approval.

(H) All requests for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the employee, and a copy sent to the Union.

(I) An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay, and shall accumulate seniority during their leave of absence and the employee shall be entitled to resume their regular seniority status and assignment prior to the leave. The subsequent vacancy that is created due to the transfer of the senior driver to the temporary vacancy, as a result of this Article, may be filled by a substitute driver.

(J) The Employer reserves the right to require an employee to submit to an examination by the Employer's doctor and at Employer's expense to determine the necessity of a leave or being able to return from said leave.

(K) Leaves of absence in this Article will not be used for disciplinary purposes.

(L) **Family and Medical Leave**

Except as expressly conditioned by the terms of this provision, an eligible employee shall be granted a leave under the Family and Medical Leave Act for the purposes, and subject to the terms and conditions of, said Act and its implementing regulations.

Any unpaid leave, which is otherwise available under the provisions of this Agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and credited toward the leave entitlement of an eligible employee under the Family and Medical Leave Act to the extent permitted by said Act and its implementing regulations. An eligible employee shall not be required to substitute his/her paid leave days for any period of leave provided through the Family and Medical Leave Act, but shall not be able to use paid leave to extend the twelve (12) weeks of benefits provided under said Act.

If an employee fails to return from an unpaid leave during which the employee received a continuation of paid benefits under the Family and Medical Act, the amount paid for continuation of these benefits shall be repaid to the Employer unless the employee was otherwise entitled to the continuation of the benefits under other Sections of this Agreement. Repayment shall be made within fifteen (15) days after a demand for payment, or according to a repayment plan agreed upon between the employee and the Employer. The repayment amount, or any portion thereof, will be deducted from any wage or other payments owing to the employee. Any deficiency shall be collectible by initiating legal action if not remitted within fifteen (15) days after demand for payment is made.

(M) The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United State or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

(N) Leaves of absence without pay will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written requests for such leave of absence immediately upon receiving their orders to report for such duty.

(O) All reasons for leaves of absence shall be in writing, stating the reason for the request and the approximate length of leave requested and a copy shall be sent to the Union. Leaves may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.

## **ARTICLE XVIII**

### **HOLIDAYS**

(A) The Employer will pay the employees their normal pay for the following holidays, even though no work is performed by the employees, provided the employee works the regularly scheduled work day prior to and immediately after the holiday:

Thanksgiving Day  
Christmas Day  
New Year's Day

(B) In the event the scheduled holiday falls on a week-end day, the employee shall be paid for the holiday.

(C) Employees on an approved leave of absence as described in Article XVIII shall receive the holiday pay, unless it is an unpaid leave.

(D) If in-service days are continued for the teachers, there will be an in-service for the drivers on the first day teachers report back. This shall be approximately a two (2) hour program. Drivers to receive two (2) run pays at a.m./p.m. run rate. This formula will apply to the annual in-service meeting preceding the start of the school year.

## **ARTICLE XIX**

### **TERM LIFE INSURANCE**

(A) Pursuant to the authority as set forth in the Michigan School Code, Section 380.632 and 380.1255, the Board agrees to provide the following fringe benefit.

(B) Upon submission of a written application, the Board shall provide without cost for each employee normally scheduled to make two (2) runs or more per day term life insurance protection in the amount of \$10,000.00 that shall be paid to the bargaining unit members' designated beneficiary. The term insurance program shall also provide:

(1) In the event of accidental death, an additional amount equal to the face amount of the life insurance policy.

(2) In the event of dismemberment, a scheduled amount payable according to severity and loss.

(3) Waiver of premium provision to be provided on the face amount of the life insurance in force.

(C) Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carriers on the first (1st) day of the month following the completion of the probationary period.

(D) The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.

## **ARTICLE XX**

### **LONG TERM DISABILITY INSURANCE**

(A) Pursuant to the authority, as set forth in the Michigan School Code, Section 380.632 and 380.1255, the Board agrees to provide the following fringe benefits.

(B) Upon submission of a written application, the Board shall provide the premium for each employee normally scheduled to make two (2) runs or more per day towards a salary replacement program in the event the employee is unable to perform his/her duties as a result of a disability occurring from illness or injury.

(C) The program selected will provide the following:

- (1) Waiting period: Ninety (90) calendar days.
- (2) Percent of salary: Sixty percent (60%).
- (3) Monthly maximum benefit: \$1,500.00.
- (4) Pre-existing conditions waived.
- (5) Rehabilitation provision.
- (6) Alcohol/Drug/Mental/Nervous conditions: Two (2) years.
- (7) Social Security offset per family.
- (8) Minimum benefit level: Twenty-five dollars (\$25.00).

- (9) Benefits level in accordance with A.D.E.A. guidelines (age seventy [70] maximum).

(D) Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carriers on the first (1st) day of the month following the month work commenced.

## ARTICLE XXI

### GENERAL

(A) **Tax Sheltered Annuities**

The Employer agrees to deduct the premiums for variable tax deferred annuities that are approved by the Employer and solely paid for by the employee, and to remit such premiums to the designated insurance company.

(B) **Deductions**

The Employer agrees to make available to the employees covered by this Agreement any payroll deductions services which are available through the school district such as savings bonds and credit union.

(C) **Physical Examinations**

When the employee receives his/her required physical examination from their personal physician, the Employer shall reimburse the employee up to thirty-five dollars (\$35.00) upon the employee presenting a statement or receipt indicating the cost of the required physical examination. Should the physician request additional tests, the Board shall provide at no additional cost to the employee provided the test is a requirement of employment. At the employee's option, they may receive a physical examination from the Board's designated physician free of charge.

(D) **Bulletin Board**

A bulletin board shall be made available by the Employer at the Transportation Center for the use of the Local Union, with such bulletin board to be used exclusively for the following notices:

- (1) Recreational and social affairs of the Union.
- (2) Union meetings.
- (3) Union elections.



- (4) Reports of the Union.
- (5) Rulings or policies of the International Union.

(E) **Any Bus In-Service Meeting or Workshop or Conference**

The Employer shall pay at the prevailing extra trip pay for each hour of time incurred by the employee and requested by the Employer.

(F) **Meal Allowance**

An employee who drives an extra trip shall be paid a meal allowance of five dollars fifty cents (\$5.50) for each four (4) hours of consecutive time (but no more than three [3] meals in a twenty-four [24] hour period) that the employee is required to be on an extra trip. The driver can leave the activity for up to one (1) hour at a time unless specifically authorized for an additional period of time by the Supervisor of the trip.

(G) **Expense Allowed**

When driving an extra trip which requires lodging or other expenses, the driver will be reimbursed for all approved expenses when receipts are submitted. An employee who is driving such a trip shall be given either advance expenses or a credit card to cover those expenses for a round trip of one hundred fifty (150) miles or more. Driver wages for an overnight trip will be a minimum of one hundred dollars (\$100.00). In addition, the cost of a room and meals will be paid by the school. Wages for any trip longer than one (1) night shall be fifty dollars (\$50.00) for each additional night. For trips that are eighteen (18) hours or more in duration, such as trips to Cedar Point, etc., the Board shall pay for driver's motel room at driver's request.

(H) **Usage of School Facilities**

The Union and its members shall have the right to use the building facilities for Union business at such hours that do not interfere with the regular school programs or any other activities that had been previously scheduled providing building use is scheduled with District Office. This must be scheduled with Building Principal.

(I) **Maintenance of Buses**

The bus driver shall not be responsible for the cleaning of the exterior of their bus, but shall be responsible for the maintaining of the interior of the bus, cleaning the inside of the windshield and rear windows and mirrors.

(J) **Breakdown Time**

The Employer shall pay extra trip rate per hour breakdown time in which a driver is required to remain with his/her bus after thirty (30) minutes down time, plus her regular run pay, if the run is missed.

(K) **Maps**

Routine maps, seating charts, etc., will be completed by the fall count day, and paid one (1) hour at the extra trip rate for any maps or charts provided.

(L) **Chauffeurs License**

Bus drivers shall obtain a chauffeurs license as issued and approved by the State of Michigan before they shall be allowed to operate a school bus. The full cost of the license shall be paid by the Employer.

(M) **Reimbursable Expenses**

Any reimbursable expenses which are paid to the employee shall be issued in a separate check with no deductions to be made from such reimbursable expenses and with such monies to be reimbursed within five (5) working days, i.e., entry fees to events and extra trip activities fees.

(N) **Employee's Supervisor**

The bus driver's immediate supervisor shall be recognized as the Transportation Supervisor or his/her delegated representative.

(O) **Inclement Weather**

Effective July 1, 2009, full-time bus drivers shall receive their full day's pay for three (3) "snow days" in which school is closed because of inclement weather. If a full-time bus driver is already using sick/personal days when school is closed, the employee shall be paid for the day as a "snow day", and will not have that day deducted from their sick/personal time.

(P) **Weather Delay**

When buses are delayed due to weather conditions, and the employee is not notified of such delay at least one (1) hour prior to the scheduled reporting time, the bus drivers shall receive extra trip rate of pay for the delay for drivers that report.

(Q) **Extra Hours**

Drivers requested to work additional hours during the school year or during the summer shall be paid at the extra trip rate of pay.

(R) **Assigned Bus**

Buses will be assigned by the Administration.

(S) **Drop Time**

Drop times shall be determined by the Administration, and may change when necessary.

(T) **Trainers**

Certified bus trainers who train new bus drivers shall be paid at fifteen dollars (\$15.00) per session (one [1] hour).

(U) **Clothing**

Jackets shall be provided every three (3) years at no cost to drivers. Since jackets were provided for the 2007-2008 school year, they will next be ordered in October, 2010-2011 school year for November delivery. Jackets will be approved by the Superintendent. Bus drivers may order either a spring or winter jacket.

(V) **Longevity Pay (first pay in December):**

Seven (7) Years		\$100.00
Each Additional Year	Add	\$10.00

(W) Drivers shall receive extra trip pay, not to exceed three (3) hours pay for drug and alcohol testing.

(X) Cell phones, whether personal or school provided, shall not be used by the driver while the bus is in motion, or in a traveling lane.

(Y) Pay for trainees shall be at minimum wage, payable at the conclusion of the training.

**(Z) Gate Opening and Closing**

Two (2) persons shall be chosen by the Superintendent to be in charge of opening and closing the gates in the morning, and closing the gates at night at the end of the school day. Persons will be chosen for one (1) year. At the beginning of each school year, full-time drivers should let the Superintendent know in writing if they wish to be one of the two people chosen for gate duty for that year. The employee shall be paid an extra fifteen (15) minutes at their current rate of pay for each time they open and/or close the gate.

**ARTICLE XXII**

**RETIREMENT**

Retirement of all employees will be governed by the Michigan Public School Employees' Retirement Fund Law, Act 136 of the Public Act of 1945, as amended. The employee shall retire not later than June 30th of the fiscal year in which he reaches his 70th birthday. Except, the employee may request a year to year extension from the Board of Education sixty (60) days before his retirement is to start. Such decision will be made on an individual basis and the decision by the Board shall be considered final.

**ARTICLE XXIII**

**JURY DUTY**

(A) Each employee shall be entitled to paid time off for the purpose of serving jury duty.

(B) The employee must make every effort to be reassigned to a time not in conflict with his/her regular working hours, or be excused from service, and the Board shall have the right to request that the employee be excused.

(C) In the event the employee does not serve for a full working day on jury duty, he/she shall be required to return to his/her regular job and complete his/her regularly assigned runs.

(D) The employee shall be reimbursed the difference between jury duty pay and his/her regular run pay for his/her regularly scheduled hours for each day of jury duty service as provided in Section A above.

## **ARTICLE XXIV**

### **CLASSIFICATION AND COMPENSATION**

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A attached hereto and made a part hereof reference.

## **ARTICLE XXV**

### **SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

#### **Section 1.**

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union.

#### **Section 2.**

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 and conditions herein.

#### **Section 3.**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other conditions and provisions shall continue in full force and effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provisions or application.

## **ARTICLE XXVI**

### **BINDING EFFECTIVE AGREEMENT**

This Agreement shall be binding upon the parties hereto, their successors and assigns.

## ARTICLE XXVII

### TERMINATION AND MODIFICATION

- (A) This Agreement shall continue in full force and effect until **June 30, 2012**.
- (B) If either party desires to terminate this Agreement, it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) days written notice prior to the current year of termination.
- (C) If either party desires to modify or change this Agreement, it shall, ninety (90) days prior to the termination date or any subsequent termination date give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendment that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.
- (D) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, International Union of Operating Engineers, Local 324, AFL-CIO, 500 Hulet Drive, Bloomfield Township, Michigan 48302, and if to the Employer, addressed to Kingston Community Schools, Kingston, Michigan 48741, or to any other such address the Union or the Employer may make available to each other.
- (E) The effective date of this Agreement is **July 1, 2009**.

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

**KINGSTON COMMUNITY  
SCHOOLS**

David W. Kofy

Sheryl L. Diegel

Anthony A. Horan

Date

12/14/09

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 324, AFL-CIO**

John M. Hamilton CAK  
General Vice President and  
Business Manager

Steven J. ...  
President

D. Rys  
Recording-Corresponding Secretary

Date

12/25/09

DM/kjp  
opeiu42afl-cio  
Kingston Community Schools – Bus Drivers  
12/01/09

**SCHEDULE A**

**WAGES**

**Effective July 1, 2009**

<b><u>Classification</u></b>	<b><u>7/01/09</u></b>	<b><u>7/01/10</u></b>	<b><u>7/01/11</u></b>
A.M. and/or P.M. Runs	\$21.64	\$21.74*	\$21.85*
Skill Center Run	\$45.38	\$45.60*	\$45.83*
Shuttle Runs (To be negotiated when instituted)			
Extra Trips (per hour)	\$10.53	\$10.53	\$10.53
Mileage (per mile over 20 miles)	\$.15	\$.15	\$.15

Probationary employees shall receive the same rate of pay as a seniority driver.

- \* If in the contract years 2010-2011 and/or 2011-2012, the student count is 643 or higher, the pay increase for that year shall be bumped up to .75% and retroactive to the beginning of the school year, or whenever bus drivers are called into work, whichever is sooner.



## LETTER OF UNDERSTANDING

The Kingston School District and its Bus Drivers, members of I.U.O.E. Local 324, are parties to a Collective Bargaining Agreement effective July 1, 2003.

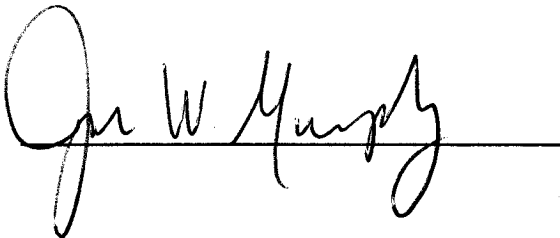
During the course of bargaining leading to the renewal of said Agreement, the parties agreed to deviate from the **Article XVI, Extra Trips**, provisions on a trial basis. The intention of this understanding is to provide a more equitable way to share earnings opportunities among the Bus Drivers and, ultimately, a better service to the District.

The District will appoint a person to track overtime opportunities in the interest of dividing those opportunities as equally as practical.

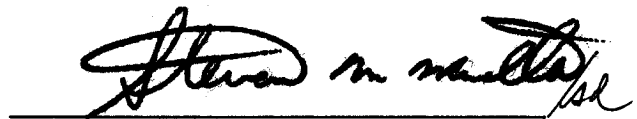
The parties acknowledge that for this program to be effective, each is committed to a high level of cooperation. However, if either party finds this program to be unmanageable or failing to achieve its stated outcomes, either party may cancel this program by providing written notice to the other party of its intention to cancel the Equalization Program.

The furnishing of such notice will cancel the Equalization Program immediately and the parties will resort, thereafter, to the Article XVI provisions, and will be guided by them for the duration of this Collective Bargaining Agreement.

**KINGSTON COMMUNITY  
SCHOOLS**

A handwritten signature in cursive script, appearing to read "Joe W. Murphy", written over a horizontal line.

**I.U.O.E. LOCAL 324**

A handwritten signature in cursive script, appearing to read "Steven M. Mulla", written over a horizontal line.