

# **AGREEMENT**

*between the*

**MILLINGTON COMMUNITY SCHOOL DISTRICT**

*and the*

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

**BUS DRIVERS BARGAINING UNIT**

**October 1, 2013 – July 1, 2016**

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## **PREAMBLE**

This Agreement, entered into by and between the Board of Education of the Millington Community Schools, hereinafter called the "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".

## **ARTICLE I**

### **RECOGNITION**

The Employer hereby recognizes the Union as the exclusive representative of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, hours of employment, and other conditions of employment. Employees covered by this Agreement shall include all regularly scheduled bus drivers, excluding supervisors, substitutes, and all other employees.

## **ARTICLE II**

### **UNION MEMBERSHIP**

The Union agrees to make membership in the Union available to all employees covered by this agreement under the same conditions as generally available to other members.

Should the "Right to Work Law" be rescinded or modified to allow Agency Shop, the parties shall bargain the reinstatement of Agency Shop, provided the law allows the subject of Agency Shop as a permissible subject of bargaining.

## **ARTICLE III**

### **NON-DISCRIMINATION**

The Employer 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 reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age, or national origin.

## **ARTICLE IV**

### **VISITATION**

Upon request by the Union, and the presentation of proper credentials, officers or accredited representatives of the Union may be admitted onto the Employer's premises, provided said visitation shall not disrupt the orderly or normal operations of the District

## **ARTICLE V**

### **STEWARDS**

- A. The employees will be represented by a Chief or Alternate Steward whose names shall be furnished to the Employer, in writing, by the Union.
- B. When the Employer or its agent schedules a grievance or negotiating meeting, the Chief Steward or Alternate will suffer no loss in pay if said meeting interferes with work assignment.
- C. Upon the hiring of a new employee, his/her name, date of hire, and assignment will be supplied to the Chief Steward during the first thirty (30) days of regularly scheduled employment.
- D. The Chief and the Alternate Stewards shall be deemed to head the seniority list for the purposes of lay-off and recall only, provided they are qualified to do the required work. Upon termination of their terms, they shall be returned to their regular seniority status.

## **ARTICLE VI**

### **EMPLOYER**

- A. The Employer, on its behalf, and on behalf of the electors of the District, shall have the right to exercise the customary and regular functions of management, including, by way of illustration and not limitation, the right of executive management of the school system and properties; the right to hire, promote, transfer, suspend, discharge, demote employees; the right to schedule, determine the means, methods, and standards of operation and work, adopt rules and regulations, determine the qualifications of employees; determine the management organization of the system; and all rights, duties, powers, and authority as conferred and vested in it by the Constitution of the State of Michigan and the United States.
- B. It is understood that any matter not specifically set forth in this Agreement remains within the reserve right of the Employer.

## **ARTICLE VII**

### **SAFETY**

The administration will adopt, maintain, or revise reasonable measures for the prevention of job hazards that employees may encounter in the operation of the school bus.

## **ARTICLE VIII**

### **JURISDICTION**

Employees of the Millington Community Schools not covered by the terms of this Agreement shall not perform work covered by this Agreement, except for the purposes of instructional training, experimentation, or in cases of emergency.

## **ARTICLE IX**

### **SENIORITY**

- A. Beginning February 2, 2009, a newly hired employee shall be on a probationary status for one hundred eighty (180) work days, taken from and including the first day of employment as a regular driver. If at any time prior to the completion of the one hundred eighty (180) work days probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed during this period by the Employer, without appeal by the Union. Probationary employees who are absent during the first one hundred eighty (180) work days of employment, shall work additional days equal to the number of days absent, and such employee shall not have completed his/her probationary period until these additional days have been worked. Beginning February 2, 2009, all newly hired employees shall be reimbursed for any expenses incurred as a condition of employment upon completion of the one hundred eighty (180) work day probationary period.
- B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire as a regular driver, and they shall be eligible for the benefits listed herein. No sick/personal time payout, holiday pay, LTD, dental and vision, health/medical benefits or term life insurance shall be paid until after the successful completion of the probationary period.
- C. Employees shall be laid off and recalled according to their seniority within classification.

- D. An employee will lose their seniority for the following reasons:
1. The employee resigns.
  2. The employee is discharged and such discharge is not reversed through the Grievance Procedure.
  3. The employee retires.
  4. The employee fails to return to work when recalled from lay-off.
- E. 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.
- F. A seniority list will be made available to the Union on or about October 1<sup>st</sup> of each year.

## **ARTICLE X**

### **VACANCIES, NEW RUNS**

- A. The Transportation Supervisor shall, in even numbered years, schedule a meeting with all employees covered by this Agreement prior to the start of the school year. All employees shall be notified of all the bus runs, and shall have the right to bid on all regular AM and PM runs. Only those drivers driving two (2) regular AM and PM runs may have the right to bid on Kindergarten or Tech Center runs. The Employer shall determine the number of employees, and shall assign the least senior drivers any runs not bid on.

Employees who do not attend the meeting may submit their written bid for vacancies to the Transportation Supervisor prior to the meeting.

- B. Once the bidding of runs has been completed, the combination of runs shall remain with the driver unless:
1. The driver terminates employment.
  2. The Employer may assign and/or transfer drivers during the school year by mutual agreement between the Union and the Employer.



C. When a vacancy occurs it shall be posted by the transportation supervisor. Postings for vacancies or new runs shall contain the following information:

1. Starting date.
2. Description of run.

Employees may bid on the vacancy/new run within three (3) work days when practicable. Said times shall be defined in each posting. Should a modification of this time be necessary, the transportation supervisor shall discuss the modification with the Union.

Any remaining vacancies which have not been filled by the regular drivers according to Sections A and C of this Article shall be filled by the Employer.

- D. 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, such vacancy shall be filled from among the regular drivers who have submitted to the Transportation Supervisor their name and availability to substitute on posted temporary vacancy shall it be offered. In the event that no regular driver elects to fill the temporary vacancy, the vacancy shall be filled by the Employer.
- E. Temporary vacancies are deemed temporary as long as the regular employee is on approved leave of absence. When and if it is determined that the regular driver will not be returning to their regular assignment, that vacancy will be filled as specified in Sections A and C of this Article.
- F. For the purpose of this Article, runs are defined as follows: any scheduled or special transportation function that is necessary to regularly transport students for an educational or extra-curricular function.
- G. Employees will be compensated for runs as defined in the wage schedule of this agreement. The transportation supervisor shall establish routes/runs that are necessary and effective in order to transport students in a safe and efficient manner.

## ARTICLE XI

### ELIMINATION OF A BUS RUN

If a bus run is eliminated, or a route is modified the affected qualified employee shall be placed in a position (if available) according to his/her seniority in the district under the provisions of this collective bargaining agreement. No employee shall be deprived of any employment advantage.

## ARTICLE XII

### DISCIPLINE DISCHARGE

Any employee action which is determined by the Board to be inappropriate or in conflict with a reasonable rule will be subject to disciplinary action. Any action which may endanger the health and/or safety of children or others may be grounds for immediate discharge. Any employee discipline shall be administered in a manner that is not arbitrary and capricious, nor violate the standard of just cause.

The employee has the right to examine his/her personnel file after making arrangements with the district office. Any disciplinary action documented in the file may not be considered, if the employee had no disciplinary action of a same or similar nature for a period of one calendar year. No employee shall be disciplined, or reduced in rank without just cause.

## ARTICLE XIII

### 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, and provided the employee supplies the Employer with a statement from a relevant licensed medical practitioner. Said documentation shall describe the possible length of absence relating to departure from the employment responsibilities.

B. Leave Without Pay Days

Requests to return to work from an unpaid leave day or absence shall be made to the supervisor before 12:00 p.m. noon the day before returning to work. (Examples: Request to drive secondary a.m. run on February 4, 1988.

This request must be made before 12:00 p.m. noon on February 3, 1988, in order to be able to drive. Requests to return for afternoon runs on February 4, 1988, shall be made prior to 5:00 p.m. on February 3, 1988).

C. 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.

D. Unpaid Leaves of Absence

1. Employees, upon written request, may be granted unpaid leaves of absence for up to one (1) year for the following purposes: professional, personal or study.

Leaves shall not be recommended to be approved until a replacement for the employee requesting said leave has been secured.

2. Unpaid leaves shall be granted for military service in conformance with Federal and State law.
3. Employees, upon written request and documentation of need, shall be granted unpaid leaves for childbearing, child care, and physical or mental disabilities.
4. The Board reserves the right (to require at its expense and by the Board doctor's examination) to determine if an unpaid leave of absence is warranted, if the employee is able to return to work, and if the employee must take an unpaid leave of absence.
5. Employees making such request shall set forth the following minimal information:
  - a. Name, date, applicant's signature;
  - b. Nature of the request;
  - c. Reason(s) for request and any additional information that could bear on the merits of the requested leave;
  - d. Date applicant desires to commence and terminate the unpaid leave of absence.

E. Any employee who is expecting the birth or adoption of a child shall present to the Employer a statement defining the time needed to be away from work and the approximate return date. Any back-to-work intentions shall be documented, and specifically defined by a licensed medical practitioner.

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

G. Non-paid leaves of absence may be granted for Union business for a run(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.

- H. 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.
- I. 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. Granting of such leave shall be for a period not to exceed one (1) year; subject to renewal at the sole discretion of the Board.
- J. 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.
- K. The Employer reserves the right to require an employee to submit to an examination by the Employer's doctor, and at the Employer's expense, to determine the necessity of a leave, or being able to return from said leave.
- L. Leaves of absence in this Article will not be used for disciplinary purposes.
- M. A driver on an unpaid leave of one (1) calendar year or less shall have the right to return to his/her former run if the run is still in existence. During the period of the leave, if one (1) year or less, the run will be filled with a substitute or temporary employee. Drivers on unpaid leaves of more than one (1) calendar year may return by bumping the lowest senior employee with at least one (1) regular run. When runs are subsequently bid, the employee may use his/her accrued seniority to bid. For leaves of more than one (1) year, the employee's run shall be considered vacant for the purpose of bidding.

#### **ARTICLE XIV**

##### **GRIEVANCE PROCEDURE**

- A. A grievance, for the purposes of this Agreement, shall be defined as an alleged violation of the expressed terms and conditions of this Agreement.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services of, or failure to re-employ any probationary employee.
  2. Any matter for which there is recourse under State or Federal Statutes, except in the case where there is recourse under the specific terms of this Agreement.
  3. When the employee and/or Union seeks another forum to seek a remedy for an alleged violation of this Agreement, then that matter is no longer subject to the Grievance Procedure.
- B. For the purpose of processing grievances, working days shall be defined as Monday through Friday in which school is in session.
- C. The time elements in the Steps may be shortened, extended or waived upon written mutual agreement between the parties.
- D. Any grievance which is not appealed within the specified time limits set forth in that Step level shall be considered settled on the basis of the decision rendered at the previous level. If the answer to a grievance is not given within the specified time limits of that Step level, the appealing party may automatically appeal the grievance to the next Step level of the Grievance Procedure.
- E. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants.
  2. It shall be specific.
  3. It shall cite the Article, Section or subsection of this Agreement alleged to have been violated.
  4. It shall contain the date of the alleged violation.
  5. It shall specify the relief requested.
- Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.
- F. Any employee or Union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the occurrence of the alleged violation giving rise to the grievance, or within five (5) working days of the knowledge thereof, shall not hereafter be considered a grievance under this Agreement.

### Step One

- A. Any employee having a grievance shall discuss the grievance orally with the Transportation Supervisor, and then if the grievance is not settled orally, the employee may request a meeting with the Chief Steward to discuss the grievance.
- B. The Chief Steward then shall submit the grievance in writing to the Transportation Supervisor, stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged Contract violation. The employee and the Chief Steward shall sign the grievance.

### Step Two

- A. The Chief Steward and grievant shall meet with the Transportation Supervisor to discuss the grievance within five (5) working days of its written submission to the Transportation Supervisor.
- B. The Transportation Supervisor shall give his decision in writing relative to the grievance within five (5) working days of his meeting with the Chief Steward.

### Step Three

- A. Any appeal of a decision rendered by the Transportation Supervisor shall be presented in writing to the Superintendent of Schools or his/her designee within five (5) working days from the date of receipt of the answer given by the Transportation Supervisor, and the Superintendent of Schools or his/her designee shall meet with the Business Representative, Chief Steward and/or grievant at a time mutually agreeable.
- B. The Superintendent of Schools or his/her designee shall give their decision in writing relative to the grievance within five (5) working days of the date of the meeting with the Business Representative, Chief Steward and/or grievant.

### Step Four

- A. Any appeal of the decision rendered by the Superintendent of Schools or his/her designee shall be presented in writing to the Board of Education and/or their agent, within five (5) working days from the date of receipt of the decision rendered by the Superintendent of Schools or his/her designee. Such appeal shall contain a copy of the grievance along with the decision of the Superintendent of Schools or his/her designee, and shall be directed to the Officer of the Board of Education in charge of drawing up the agenda for the Board of Education's scheduled meeting.

- B. The Board of Education and/or their agent may allow the Business Representative an opportunity to be heard at the meeting for which the grievance was scheduled to be acted upon. Within ten (10) working days from the date of said meeting, the Board of Education or its agent shall render its decision in writing.

Step Five

Individual employees shall not have the right to process a grievance at Step Five.

- A. If the Union is not satisfied with the disposition of the grievance at Step Four, it may, within forty-five (45) working days after the decision of the Board of Education or its agent, refer the matter for arbitration to the Michigan Employment Relations Commission in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.
- B. Neither party may raise a new defense or ground at Step Five not previously raised or disclosed at other written levels. Each party shall submit to the other party, not less than three (3) working days prior to the hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing, and hold a conference at the time in an attempt to settle the grievance. Conduct by the parties and the arbitrator prior to, during, and subsequent to the hearing shall be in accordance with the rules of the American Arbitration Association.
- C. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Employer and the Union. Subject to the right of the Employer or the Union to judicial review, the lawful decision of the arbitrator shall be forthwith placed into effect.

Powers of the arbitrator are subject to the following limitations:

1. He/she shall have no power to add to, subtract from, disregard, alter or modify any terms of this Agreement.
2. He/she shall have no power to establish salary scales or to change any salary.
3. He/she shall have no power to change any practice, policy or rule of the Employer, nor substitute his/her judgment for that of the Employer as to the reasonableness of any such practice, policy, rule or any action taken by the Employer.
4. He/she shall have no power to interpret State or Federal Law.

5. He/she shall not hear any grievance previously barred from the scope of the Grievance Procedure.
6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction.

In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

7. More than one (1) grievance may not be considered by the arbitrator at the same time, except upon expressed written mutual consent, and then only if they are of similar nature.
  8. Where no wage loss has been caused by the action of the Employer complained of, the Employer shall be under no obligation to make monetary adjustment, and the arbitrator shall have no power to order one.
  9. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence of the event upon which the grievance is based.
  10. The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- D. The arbitrator, the Union or the Employer may call any relevant person as a witness in any arbitration hearing.
- E. Each party shall be responsible for the expense of the witnesses that they may call.
- F. The fees and expenses of the arbitrator shall be borne solely by the party whom the decision of the arbitrator is rendered against. In the event that the arbitrator grants an award which is not clearly in favor of one (1) party, then the fees, expenses and filing fees of the arbitrator shall be shared equally by the parties.
- G. The Union shall have no right to initiate a grievance involving the right of an employee or group of employees without his/her or their express approval in writing thereon.
- H. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Union representative are to be at their assigned duty stations.



- I. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolved.
- J. The result of the arbitrator's decision shall be implemented within fifteen (15) working days from the date of the arbitrator's decision. Extension of this time may be mutually agreed upon.

## **ARTICLE XV**

### **HOURS AND WORK WEEK**

- A. The regularly scheduled work week shall be Monday through Friday.
- B. The normal work day shall be whatever would constitute the bus driver's normal bus runs.
- C. In the event that the employee's regular run or runs is canceled, and the employee is not notified of such cancellation at least one (1) hour prior to the scheduled reporting time, such employee shall be paid for a minimum of one (1) run's pay at the regular run rate of pay. Drivers requested to stand-by for a period longer than one (1) hour after normal starting time shall be paid an additional run pay at the regular run rate of pay.

## **ARTICLE XVI**

### **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, and it is not a daily scheduled run.
- B. To be eligible to drive an extra trip, an employee must be driving at least one (1) regular run per day, must have completed probation, and have one (1) year experience as a bus driver. If no driver is available, the Employer may assign.
- C. An active seniority list shall be established as follows:
  - 1. At the beginning of each school year, each eligible 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 active seniority 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 active seniority 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.
  3. Any eligible bus driver may be added to the list any time during the year, and will be placed at the bottom of the active seniority list as they make request.
  4. Any eligible bus driver who wishes to be dropped from the list and return later shall be placed at the bottom of the active seniority list. Either request must be in writing to the Transportation Supervisor before any action will be taken.
  5. Drivers shall receive a ten per cent (10%) premium for Saturday and Sunday trips.
- D. The employee who drives an extra trip shall be paid a minimum of two (2) hour's 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.
- E. 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 the trip.
- F. When there is more than one (1) extra trip posted at the same time, the most senior driver on the active seniority list, and eligible to drive the next trip, shall have the first (1<sup>st</sup>) choice of those available trips.
- G. When an extra trip is posted, the Transportation Supervisor or his designee shall contact the bus driver who is the next eligible driver on the active seniority 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, then a driver with less than one (1) year experience may be utilized before a substitute is called. However, if no substitute is available, then the last driver on the list shall make the trip. Drivers will receive extra trip pay, or regular run pay, whichever is greater.
- H. An employee who gives up an a.m. or p.m. run for an extra trip shall be paid his/her a.m. or p.m. run for the first (1<sup>st</sup>) hour of the extra trip. Drivers missing two (2) or more runs shall be paid the full amount of their highest paid missed run for their first (1<sup>st</sup>) hour's pay for the field trip. Subsequent hours on the field trip shall be paid at the field trip rate. Any employee hired after February 2, 2009, shall be paid the equivalent of Step 1 Regular Run Rate of Pay for the first hour's pay of the field trip if a run is missed.

- I. Drivers will not be charged for an extra trip, whether the trip is taken or declined, if the trip is not posted with twelve (12) hours notice. The driver taking the trip will be paid for all runs missed for making the trip.
- J. In the event that an assigned trip is canceled, the driver who was assigned to that extra trip shall be given the opportunity to drive the next unassigned extra trip. If more than one (1) driver's trip is canceled on the same day, those affected drivers will be offered the next unassigned trip according to the time the Transportation Supervisor was notified of the cancellation, unless all trips were canceled at the same time.
- K. The regular driver may take an extra trip which falls during their regular run hours. If the employee accepts an extra trip, that employee will be paid, at least, the same wages that were lost from not taking the regular run(s), or the actual time for the extra trip, whichever is greater.
- L. 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, but not more than five (5) working days prior to the scheduled date of departure. Driver shall be charged for turning any trip down.
- M. When an extra trip is canceled, and the driver who was assigned that extra trip is not given a minimum of twelve (12) hours notice prior to the date the extra trip is scheduled, 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.
- N. In most situations, it is desirable to have bus drivers transport students, however, nothing in this Agreement shall prevent the district from determining to use parents' vehicles for the transportation of students on extra trips that are curriculum related. It is understood this is a right of the Board, however, it shall not be exercised in an arbitrary or capricious manner.
- O. Drivers must accept or decline an extra trip within twenty-four (24) hours after it is posted or the driver is passed over as a "refusal".

## **ARTICLE XVII**

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

- A. Full sick leave time is put in a bank 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.

Regular drivers shall be allowed eleven (11) 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 times (x) number of runs equals (=) the number of sick leave runs. (Example: 10 x 3 = 30 sick leave runs for a regular driver starting in September. 5 x 3 = 15 sick leave runs for a regular driver starting in February.)

Employees who are unable to perform their duties because of illness or disability shall notify the Transportation Supervisor before the start of the work day. Employees shall notify the supervisor of their absences due to illness at least two (2) hours prior to the start of their shift, except in cases of emergencies. In the event that an illness or disability extends beyond the first (1<sup>st</sup>) work day, the employee and the Transportation Supervisor will make arrangements as to the frequency of continued notification of the illness or disability.

#### Sick Days

If you have requested a sick day or are on a sick leave and can return to work, you may request to do so by following the format under unpaid leave days.

#### Sick Leave

The Board, at its option, may require doctor's verification of the need for sick leave. The doctor's statement, if requested, will state the diagnosis and prognosis in order for the employee to receive pay for the day(s).

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 day, or have the option to bank the full number of unused days. All unused sick leave days shall be paid at one hundred percent (100%) of current rate of pay to an employee upon leaving the district, to a maximum of one hundred eighty (180) runs.

Any driver hired after February 2, 2009, will be paid on the following schedule for sick day payout:

0-5 Years	No Sick Day Payout
6-10 Years	Ten dollars (\$10.00) per run Sick Day Payout
11+ Years	One hundred percent (100%) of current rate of pay

Sick day payout shall only be for the current work or school year's allotment. All sick days banked shall remain banked, and be paid out at one hundred percent (100%) of current rate of pay upon retirement or voluntary termination from Millington Schools after 11+ years of service. Retirement means entering eligibility status under the provision of Michigan Public School Retirement Systems.

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.

B. Personal Days

Five (5) days (deducted from sick leave) may be used for personal days. The Transportation Supervisor must have two (2) working days notice of requested personal days. Permission will be granted only after a substitute driver has been secured. Personal days are not allowed on the days prior to, or following a holiday.

Requests shall be for either a half (1/2) day or a full day. If you should not need the half (1/2) day or full day requested, you could cancel and return to work using the format described under leave without pay days.

C. Attendance Award

An Attendance Award of one hundred dollars (\$100.00) per year will be paid to drivers with "perfect attendance". For the purpose of this paragraph, perfect attendance is defined as using no "sick time". Three (3) days designated for personal business may be used, and inclement weather days charged against sick time may be used without loss of eligibility for the Attendance Award.

D. Funeral Days

If death occurs among members of an employee's immediate family or spouse's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay for not more than a total of three (3) days. In the case of death of the employee's uncle, aunt, nephew, niece or cousin, the employee will be excused from work without loss of pay for one (1) day to attend the funeral.

Definition of employee's immediate family or spouse's immediate family shall be interpreted as including wife or husband, child, father, mother, sister, brother, father-in-law, mother-in-law, grandfather, grandmother, grandchild, step-father, step-mother, stepchildren, half-brother, half-sister, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

**ARTICLE XVIII**

**HOLIDAYS**

- A. The Employer will pay the employee 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:

Labor Day	Christmas Eve Day	New Year's Day
Thanksgiving Day	Christmas Day	Good Friday
Day After Thanksgiving	New Year's Eve Day	Memorial Day

Employees hired after February 2, 2009, shall be paid on the following schedule:

1-5 Years: Four (4) Thanksgiving Day, Christmas Day, New Year's Day, Good Friday

6-10 Years: Six (6) Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, Good Friday

11+ Years: Nine (9) Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day

- B. In the event the scheduled holiday falls on a weekend day, the employee shall be paid for the holiday.
- C. To be eligible for holiday pay as per Article XVIII of the Master Agreement, the employee must actually physically work on the work day prior to and immediately after the holiday. The only exception to this rule will be for employees who themselves are ill on the work day prior to or immediately following the holiday, and can produce a doctor's statement before or after the illness, dated the day of the illness, which states specifically the nature of the illness and return to work date, or an employee who is on approved funeral leave. This exception shall not apply to sickness in the immediate family, home emergencies, or any other paid or unpaid excused absence.

**ARTICLE XIX**

**INSURANCE - HEALTH, DENTAL, VISION**

- A. For those employees having three (3) or more runs, the Employer will pay up to the following monthly health premiums, provided they are not covered by another carrier.

\$325.00 for single subscribers  
\$375.00 for two (2) persons  
\$450.00 for full family and their dependents, provided they are not covered by another carrier

Any balance of premium shall be deducted from employee's paycheck.

- B. Employees who qualify for the health insurance subsidy will also be offered an insurance plan(s) bargained for the IUOE employee group that complies with the Affordable Care Act.
- C. Employees who take an unpaid leave of absence will no longer be eligible for continuation of the Employer's contribution toward hospitalization insurance after eleven (11) consecutive days they would have received pay for had they been working. Loss of benefits will be in accordance with the following schedule:

15.0-29.0	=	1 month lost benefits
29.1-49.0	=	2 months lost benefits
49.1-69.0	=	3 months lost benefits
69.1-90.0	=	4 months lost benefits

Employees will be notified they can pay for their benefits up to four (4) months. If the leave is for longer than four (4) months, they must pay the insurance carrier directly, if permitted, or go on COBRA. Provided, however, an employee who meets the criteria for medical leave under Article XIII, paragraph A, shall have hospitalization insurance continued until long term disability benefits commence.

D. Dental

For those employees having three (3) or more runs, the Employer will pay the monthly dental premiums for the employee and dependents, provided they are not covered by another carrier. The Employer will provide a dental plan that is or comparable to Blue Cross-Blue Shield Dental Insurance Plan 50/50/50 MBL 600.

E. Vision

The Employer shall provide one hundred dollars (\$100.00) per year, per family, toward vision care.

F. The Employer shall pay the herein described insurance premiums for each of the eligible employees for the full twelve (12) months of each year, and such premiums shall continue to be paid by the Employer until such time as the employee resigns, is discharged, or in the case of lay-off, the insurance month following lay-off.

G. Term Life Insurance

1. Pursuant to the authority as set forth in the Michigan School Code, Section 320.632 and 380.1255, the Board agrees to provide the following fringe benefit.
2. 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 twenty thousand dollars (\$20,000.00) that shall be paid to the bargaining unit member's designated beneficiary.  
The term life insurance program shall also provide:
  - a. In the event of accidental death, an additional amount equal to the face amount of the life insurance policy.
  - b. In the event of dismemberment, a scheduled amount payable according to severity and loss.
  - c. Waiver of premium provision to be provided on the face amount of the life insurance in force.
3. 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 (1<sup>st</sup>) day of the month following the month work commenced.
4. Employees who have Board-provided term life insurance, as provided through the health insurance plan, have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.

H. Long Term Disability Insurance

1. Pursuant to the authority, as set forth in the Michigan School Code, Sections 320.632 and 380.1255, the Board agrees to provide the following fringe benefits.



2. 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.
3. The program selected will provide the following:
  - a. Waiting period: ninety (90) days
  - b. Percent of salary: sixty percent (60%)
  - c. Monthly maximum benefit: \$1,500.00
  - d. Pre-existing conditions waived
  - e. Rehabilitation provision
  - f. Mental/nervous conditions: two (2) years
  - g. Social Security freeze provision: unlimited
  - h. Minimum benefit level: twenty-five dollars (\$25.00)
  - i. Benefit levels in accordance with A.D.E.A. guidelines [age seventy (70) maximum]
4. 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 (1<sup>st</sup>) day of the month following the month work commenced.
5. The Board agrees to provide the above-mentioned benefit program within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.

**ARTICLE XX**

**GENERAL**

A. Tax Sheltered Annuities

The Employer agrees to deduct the premiums for a 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.

The Employer will provide a tax sheltered annuity for employees who opt out of hospitalization coverage in the amount of one hundred dollars (\$100.00) per month for the period the employee would be eligible for the hospitalization pursuant to Article XIX Insurance - Hospitalization, Dental, Vision, paragraph E. The Employer reserves the right to require proof the employee electing this option has hospitalization coverage from another source.

B. Deductions

The Employer agrees to make available to the employees covered by this Agreement any payroll deduction services which are available through the school district such as Savings Bonds and Credit Union.

The Employer agrees to notify employees who have received an overpayment of wages. Following such notification, the Employer will attempt to arrive at a mutually acceptable repayment schedule with the employee. If these efforts are unsuccessful, the Employer reserves the right to recover any overpayments by withholding up to the full amount, not to exceed fifteen percent (15%) of gross, from the employee on the next regular payroll check.

C. Physical Examinations

Drivers will be required to utilize a D.O.T. authorized doctor; the cost of said physical will be paid for by the district. All drivers must comply with any new legal requirements of physical or mental suitability, which may not be in effect at the time of ratification.

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.

Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Employer, any of its employees, or any other organizations among its employees, and no material, notices or announcements which violate the provisions of this Section shall be posted. The posting of all such notices shall be done by either the Union Officers or Representatives, the Chief or Alternate Stewards.

E. Bus Certificate Tests

The Employer shall pay the extra trip rate for each hour of classroom time incurred by the employee who attends the bus driving school as is required by the State of Michigan.

The Employer shall pay Regular Run rate of pay for all drug tests.

F. 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.

G. Usage of School Facilities

The Union and its members shall have the right to use the building facilities 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 the Business Office.

H. 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.

I. Breakdown Time

The Employer will pay the extra trip rate of pay for time, in fifteen (15) minute increments, past one and one-half (1-1/2) hours after the scheduled departure from the bus garage due to breakdown on the road.

J. Maps for Extra Trips

The Transportation Supervisor shall furnish detailed directions to the assigned driver for an extra trip.

K. Chauffeur's License

Bus drivers shall obtain a chauffeur's 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.

L. 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.

M. Meeting and Conference Payment

It is acknowledged that when a bus driver is called to a specific conference/meeting by the Transportation Supervisor, that bus driver shall be paid at the extra trip rate of pay.

It is acknowledged that the Employer may call a general meeting of the bus drivers once in a two (2) month period at the extra trip rate of pay. The Employer may call additional meetings for the purpose of discussing such matters as new laws, rules, regulations, and safety at the extra trip rate of pay.

N. Employee's Supervisor

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

O. Day of School Closing

Each regular driver will be credited with six (6) days at the start of each school year. These days are paid days when the driver cannot drive due to school being cancelled by school officials. These days are not cumulative, and expire at the end of the school year.

There will be no payout for any school closing days not used.

- P. Employees who do not work when schools are closed due to inclement weather may use personal/sick days to receive pay, if six (6) school closing days are exceeded in a school year.
- Q. Bus drivers shall be paid two (2) hours pay in October, and paid two (2) hours pay in February for changes in bus routes. Pay for these two (2) hours in October and two (2) hours in February will be added to the first (1<sup>st</sup>) pay in October and the first (1<sup>st</sup>) pay in February, provided the required work is turned in on time.

## **ARTICLE XXI**

### **JURY DUTY**

Employees who are summoned to appear for jury qualification or service shall receive their pay from the Employer for such time lost, less any compensation received for jury service. If the employee is required by the school district to appear in court, he/she shall receive their normal pay. If an employee's jury duty pay is more than his/her daily bus pay, the employee shall keep his/her jury duty pay in lieu of his/her regular pay.

## **ARTICLE XXII**

### **CLASSIFICATION AND COMPENSATION**

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

## **ARTICLE XXIII**

### **BINDING EFFECTIVE AGREEMENT**

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

## ARTICLE XXIV

### NO STRIKE CLAUSE

The Union and Employer recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its Officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee 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 the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Employer.

## ARTICLE XXV

### SCOPE, WAIVER AND ALTERATION OF AGREEMENT

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
  
- B. If any provision of this Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement, and govern the relation of the parties hereunder.

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

## ARTICLE XXVI

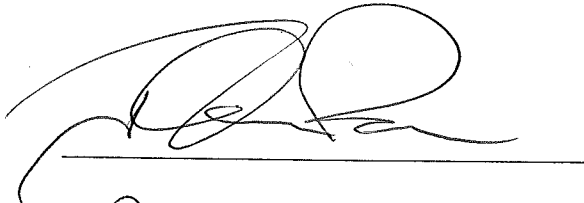
### DURATION AND EFFECTIVE DATE

- A. All articles of the Agreement shall be effective upon ratification of both parties, except those parts shall be retroactive where indicated.
- B. The effective date of this agreement is October 1, 2013 and shall continue in full force and effect until July 1, 2016.
- C. If either party desires to terminate this Agreement it shall, ninety (90) calendar 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 of this Agreement, it shall continue in full force and effect from year to year, thereafter subject to notice prior to the current year of termination.
- D. If either party desires to modify or change this Agreement it shall, within ninety (90) calendar days prior to the termination date, give written notice. If neither party shall give written notice of modification, or withdraws same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year, thereafter subject to notice of modification by either party on ninety (90) calendar days written notice prior to the current year termination.
- E. Notice of termination shall be in writing and shall be sufficient if sent by Certified Mail to the Union, the International Union of Operating Engineers, Local 324, AFL-CIO, 500 Hulet Drive, Bloomfield Township, Michigan 48302, and if to the Employer, addressed to the Millington Community Schools, 8655 Gleason Street, Millington, Michigan 48746, or to any other address the parties may make available to each other.


*IN WITNESS WHEREOF*: the parties have executed this Agreement by their duly authorized representatives.

MILLINGTON COMMUNITY SCHOOL DISTRICT  
8655 Gleason Street  
Millington, Michigan 48746

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 324,  
324- A, B, C, D, G, H, P, RA, S – AFL-CIO  
500 Hulet Drive  
Bloomfield Township, MI 48302

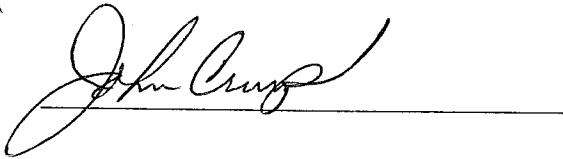


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Business Manager

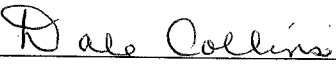


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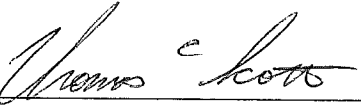


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President



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Recording-Corresponding Secretary

BH:LMM/UFCW:876

10/30/2014



**APPENDIX A**  
**COMPENSATION**  
**APPENDIX A**

A. Per Run Rate of Pay				
2013-2014			2014-2015	2015-2016
Step 1	Step 2	Step 3	No Increase in Wage	Open for pay Negotiation Only
\$24.20	\$25.34	\$26.55		

Drivers Run over 25 miles  
\$1.54 additional

Technology Center Run  
\$11.37 per hour x 4.00 hrs. = \$45.48 + \$1.54 overage = \$ 47.02

Extra Trip Wage  
\$10.20 per hour

If a driver misses their regular run, 1st hour wage is the highest run rate missed.

Extra Trip Weekend Wage  
\$11.22 (\$10.20 + 10%)

B. A bus driver whose regular run is greater than twenty-five (25) miles in length, shall receive one dollar fifty four cents (\$1.54) more per run.

C. Extra trip runs shall be paid at the rate of ten dollars twenty cents (\$10.20) per hour

D. Extra Trips Weekends shall receive a 10% premium

E. Longevity

An annual longevity service award shall be paid to bargaining unit employees in accordance with the following schedule.

Employees making two (2) regular runs or more shall receive an annual longevity payment according to the following schedule:

10-14 Years	\$575.00
15-19 Years	\$700.00
20 Years or More	\$900.00

For purposes of this Section, credit will be given when the employee has worked or been paid for at least seventy percent (70%) of the student scheduled days. Time paid shall only include sick leave, funeral leave and personal leave paid under Article XVII; Worker's Compensation; and short-term disability pay.

F. If a regular driver is absent and there is a need to "double up" a run, the driver who is most readily available will be paid for the "double up".

G. Van


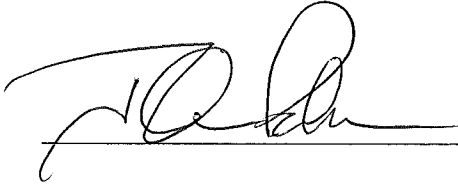
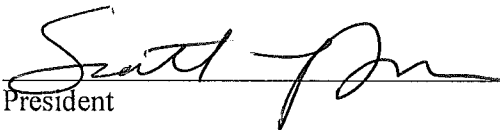

If the school district purchases a van which could be used to legally transport students, during the time frame of this Contract, bus drivers and Employer will meet to discuss and mutually agree upon the use of the school van.

**LETTER OF AGREEMENT**

Extra trips will be posted on the extra trip board five (5) working days prior to a trip. The form used to post these trips will include date and time of posting. It will be the driver's responsibility to check the extra trip board daily and determine if they are the eligible driver. If the eligible driver elects to take the trip, they will sign the sheet indicating the date and time of their acceptance. If they refuse the trip, they will sign the sheet indicating the date and time of their refusal, and the process moves to the next eligible driver. If the eligible driver is on sick leave, the Transportation Supervisor will contact the driver to see if they will be able to take the trip. If they are not able, the supervisor will notify the next eligible driver. If all bus drivers refuse to take the trip, the last driver on the list shall make the trip. If either party decides this procedure is not acceptable, they shall notify the other party in writing. The parties at that time will work together to implement a procedure that is mutually acceptable to both parties.

MILLINGTON COMMUNITY SCHOOL  
DISTRICT  
8655 Gleason Street  
Millington, Michigan 48746

INTERNATIONAL UNION OF  
OPERATING ENGINEERS LOCAL 324,  
324- A, B, C, D, G, H, P, RA, S – AFL-  
CIO  
500 Hulet Drive  
Bloomfield Township, MI 48302

  
\_\_\_\_\_  
Manager  
\_\_\_\_\_  
President  
\_\_\_\_\_  
\_\_\_\_\_  
Recording-Corresponding Secretary


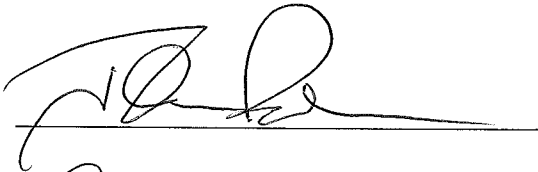

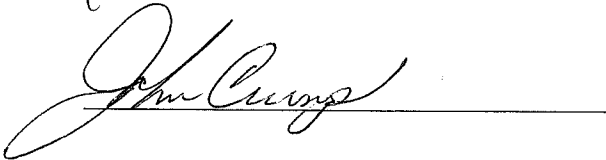
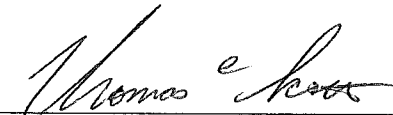
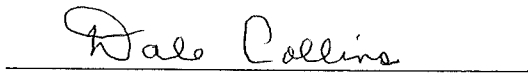
**LETTER OF UNDERSTANDING**

The parties hereby agree that, except as otherwise provided in Section H, "Van", of Appendix A, Compensation, for trips of less than or equal to one hundred (100) miles, the Employer will use school bus(es) to transport students on extra trips when equipment and personnel (including regular and/or substitute drivers) are available. The Employer may use some method other than school buses to transport students on extra trips greater than one hundred (100) miles, and shall notify the Union five (5) work days in advance of trip, to the extent feasible.

The mileages used in this Letter of Understanding refer to the distance traveled one-way.

MILLINGTON COMMUNITY SCHOOL  
DISTRICT  
8655 Gleason Street  
Millington, Michigan 48746

INTERNATIONAL UNION OF  
OPERATING ENGINEERS LOCAL 324,  
324- A, B, C, D, G, H, P, RA, S – AFL-  
CIO  
500 Hulet Drive  
Bloomfield Township, MI 48302

  
Business Manager  
President  
Recording-Corresponding Secretary

**Letter of Agreement  
Between  
Millington Community School District  
And  
Operating Engineers Local 324  
Millington Bus Drivers Bargaining Unit**

As a result of negotiations on the 2015-2016 wage opener contained in the master agreement between the parties dated October 1, 2013 – July 1, 2016, the parties have agreed to the following amendments:

**COMPENSATION  
APPENDIX A**

A. Per Run Rate of Pay  
2013-2014

Step 1	Step 2	Step 3
\$24.20	\$25.34	\$26.55

2014-2015  
No Increase in Wage

2015-2016 (2%)

Step 1	Step 2	Step 3
\$24.68	\$25.85	\$27.08

Drivers Run over 25 miles  
\$1.57 additional

Technology Center Run  
\$11.60 per hour x 4.00 hrs. = \$46.40 + \$1.57 overage = \$47.97

Extra Trip Wage  
\$10.40 per hour

If a driver misses their regular run, 1st hour wage is the highest run rate missed.

Extra Trip Weekend Wage  
\$11.44 (\$10.40 + 10%)

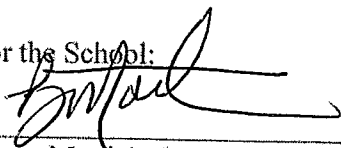
B. A bus driver whose regular run is greater than twenty-five (25) miles in length, shall receive one dollar fifty seven cents (\$1.57) more per run.

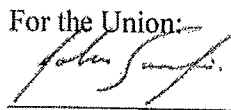
C. Extra trip runs shall be paid at the rate of ten dollars twenty cents (\$10.40) per hour

**Article XVII  
SICK LEAVE AND FUNERAL LEAVE**

C. Attendance Award

An Attendance Award of five hundred dollars (\$500.00) per year will be paid to drivers with "perfect attendance". For the purpose of this paragraph, perfect attendance is defined as using no "sick time". Four (4) days designated for personal business may be used, and inclement weather days charged against sick time may be used without loss of eligibility for the Attendance Award.

For the School:  
  
\_\_\_\_\_  
Bruce Martin – Superintendent

For the Union:  
  
\_\_\_\_\_  
John Sarafin – Business Agent

9/14/15  
\_\_\_\_\_  
Date