

AGREEMENT

between

GRAND LEDGE BOARD OF EDUCATION

220 Lamson Street  
Grand Ledge, MI 48837

and

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

500 Hulet Drive  
Bloomfield Township, MI 48302

BUS DRIVERS

JULY 1, 2015 - JUNE 30, 2017

TABLE OF CONTENTS

PREAMBLE ..... 1

AGREEMENT ..... 1

ARTICLE 1 - RECOGNITION ..... 1

ARTICLE 2 - AID TO OTHER UNIONS..... 1

ARTICLE 3 - GENDER..... 2

ARTICLE 4 - NON-DISCRIMINATION ..... 2

ARTICLE 5 - MANAGEMENT RIGHTS ..... 2

    Duties ..... 3

    Miscellaneous ..... 3

ARTICLE 6 - EMPLOYEE RIGHTS ..... 3

    Mandatory Meeting Pay ..... 4

ARTICLE 9 - UNION REPRESENTATION ..... 4

ARTICLE 10 - HOLIDAYS ..... 4

ARTICLE 11 - CONDITIONS OF EMPLOYMENT ..... 5

ARTICLE 12 - PROBATIONARY EMPLOYEES ..... 5

ARTICLE 13 - DISCIPLINE AND DISCHARGE ..... 6

    Notice of Discharge or Discipline..... 6

    Appeal of Discharge or Discipline ..... 6

ARTICLE 14 - LEAVES..... 7

    Other Leaves..... 8

    Funeral Leave ..... 8

ARTICLE 15 - RETIREMENT - RESIGNATION..... 9

ARTICLE 16 - INSURANCE..... 9

    Worker's Compensation..... 9

ARTICLE 17 - PROTECTION OF EMPLOYEES..... 10

    Legal and Physical ..... 10

ARTICLE 18 - NEGOTIATION PROCEDURES ..... 10

ARTICLE 19 - GRIEVANCE PROCEDURE .....	10
Informal Procedure.....	11
Formal Procedure.....	11
Executive Director of Operation's Level.....	11
Superintendent's Level.....	11
ARTICLE 20 - VACANCIES, PROMOTIONS, TRANSFERS.....	12
Transfer of Employees .....	12
ARTICLE 21 - VACANCY POSTINGS.....	13
Increase in Assignment Time.....	14
Decrease of Assignment Time .....	14
ARTICLE 22 - LAYOFF AND RECALL.....	14
ARTICLE 23 - JURTY DUTY .....	16
ARTICLE 24 - OVERTIME.....	16
ARTICLE 25 - DRIVER WAGES.....	16
Requirements.....	16
ARTICLE 26 - DRIVER ASSIGNMENT/DRIVING RESPONSIBILIT WORK SCHEDULE .....	18
Increase In Assignment Yime .....	18
Decrease In Assignment Time.....	19
Beginning of the School Year Bid .....	19
Special Education Assignments .....	19
Relief Drivers.....	20
Driver Responsibility .....	21
ARTICLE 27 - FIELD TRIPS .....	21
Field Trip Chaperones .....	21
ARTICLE 28 - TERMINATION OF AGREEMENT .....	23

**PREAMBLE**

WHEREAS, the Board has an obligation, pursuant to Act 336 of the Michigan Public Acts of 1965 as amended, to negotiate with representatives of its employees with respect to hours, wages, terms, and conditions of employment; and

WHEREAS, the parties have reached certain understandings through extended and deliberate professional negotiations, it is hereby agreed as follows:

**AGREEMENT**

This Agreement entered into by and between the Board of Education of the Grand Ledge Public Schools, Grand Ledge, Michigan, hereinafter called the "Board," 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 1 - RECOGNITION**

Section A - The Board hereby recognizes the International Union of Operating Engineers, Local 324, A, B, C, D, G, H (AFL-CIO), as the exclusive bargaining representative, as defined in Section II of Act 336, Public Acts of 1965, for non-supervisory school personnel employed by the Board as follows:

1. Drivers

Section B - Nothing contained herein shall be construed to deny or restrict any individual employee's rights he may have under the Michigan General School Laws or the right of the individual employee to confer with and raise issues or problems with the appropriate supervisory personnel.

Section C - The employee must be working on a regularly-scheduled job to be included under this Master Agreement, provided, however nothing in this agreement shall prohibit the employer from having Vehicle Mechanics drive buses to the extent they have done so in the past.

**ARTICLE 2 - AID TO OTHER UNIONS**

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

### **ARTICLE 3 - GENDER**

Reference to the male gender shall apply equally to the female gender and vice versa.

### **ARTICLE 4 - NON-DISCRIMINATION**

This Agreement shall be applied uniformly to all eligible members of the bargaining unit by the Employer and the Union. There will be no discrimination with respect to conditions of employment.

### **ARTICLE 5 - MANAGEMENT RIGHTS**

Section A - In order to carry out its responsibility for the development and operation of education programs providing the best possible educational opportunity for the Grand Ledge School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in the Board by law, including by way of illustration, and not by way of limitation, the following:

1. The supervision, direction, and control of the management and administration of the school system, its properties and facilities.
2. The right to hire all employees and subject to the provision of the law to determine their qualifications, to discharge, demote, or otherwise discipline employees for reasonable and just cause and to promote and transfer employees.

The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations, and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

Section B - The Board shall provide each member of the bargaining unit a copy of this Agreement, and shall maintain such a supply of extra copies as are necessary. The Board and the Union shall share the cost of printing the Agreement.

Section C - Any temporary positions may only be established after consulting with the Union and explaining why such temporary position is required. Temporary positions are subject to a 30-workday limitation.

Section D - The use of school equipment for personal reasons must have the advance approval of the Assistant Superintendent of Business and Operations or designee.

Section E - The basic purpose of the school bus system is to provide safe, efficient transportation for our students as required by State Law and Board Policy.

The basic purpose of the operations and maintenance activities of the school district shall be to provide physical conditions most conducive to carrying out the educational program of the school.

Section F - DUTIES - Each individual's duties are determined by the Transportation Supervisor.

Section G - When a job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union of the classification and rate structure. In the event the Union does not agree that the description and the rate are proper, it shall be subject to negotiation.

Section H - MISCELLANEOUS - Transportation management and the IUOE Local 324 Union Stewards shall meet on at least a monthly basis, at a mutually agreed time and place. Such meetings shall be for the purpose of discussing issues of mutual concern or other issues that may arise from time to time.

### **ARTICLE 6 - EMPLOYEE RIGHTS**

Section A - The Union and its members shall have the right to use building facilities for meetings at such hours that do not interfere with the regular program of the school or any other activities that had previously been scheduled and approved by the Board or its representatives and subject to housekeeping aspects of the Building Use Policy as adopted by the Board. Bulletin boards in lounges and workrooms shall be made available to the Union and its members.

Section B - The Board agrees to make available to the Union for viewing and reproduction all pertinent information considered to be public in nature concerning the financial resources of the district, tentative budgetary requirements and allocation, and such other appropriate information as will assist the Union.

Section C - The Union and the Board recognize that strikes and other forms of work stoppages 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 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 provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

Section D - Any expense incurred by an employee necessitated by completing immunizations, x-rays, etc., required by the Employer, shall have the full costs of those tests paid by the Employer. An employee will go to an Employer-appointed physician for a required physical examination, the Employer will pay the full cost. All annual physical examinations shall be performed in the month of July or August preceding the school year. The Employer shall schedule all appointments for annual physical examinations.

The Board will pay for CDL license. Employees will pay for State certification/requirements (unless the employee must attend during scheduled working hours, in which case they shall not lose pay). The Board will pay for the course fee.

Section E - MANDATORY MEETING - Mandatory meetings, called for by the employer, requiring the employee to report to the school shall provide employees with a minimum of one (1) hour's pay, or the actual time of the meeting, whichever is greater. Meetings held contiguous to the driver's regular assignment shall be paid only for time in actual attendance at the meeting. Employees required to attend meetings during their regularly scheduled working hours shall receive their regular pay only.

### **ARTICLE 7 - UNION REPRESENTATION**

Section A - The Union shall be represented by one (1) Chief Steward and one (1) Alternate Stewards, chosen in accordance with the Local Union By-Laws. The Board shall be notified of the names of the Stewards.

Section B - If Union representative(s) are required by the Employer to attend grievance hearings or meetings when regularly scheduled to work, they will not suffer any loss to their regular wages.

Section C - The Union shall be provided up to twenty four (24) hours of Union time (in four-hour blocks) annually. The Union will pay the cost of a substitute, when needed.

### **ARTICLE 8 - HOLIDAYS**

Section A - Paid holidays are as follows: New Year's Day, Martin Luther King Day, Memorial Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve. Good Friday shall be an additional holiday for employees unless students are scheduled to attend classes on that day. The Board will agree to Good Friday as a floating holiday for drivers only if the driver is required to work. To be eligible for holiday pay, an employee must work in full the last scheduled shift prior to the holiday and the first scheduled shift after the holiday, unless on an approved paid leave day. Employees must also work at least one (1) day in the week of the holiday, provided, however, this provision does not apply to the holidays that fall within the Christmas break. Scheduled field trips are excluded from this section.

Section B - If a holiday falls on a Saturday, the preceding Friday shall be considered the holiday. If a designated holiday falls on a Sunday, the following Monday shall be considered the holiday.

Section C - If an employee works on any of the designated holidays, he/she shall be paid time and a half.

Section D - When a particular building is closed due to inclement weather, heating problems, road conditions, or other problems that may arise, employees will work at the request of their immediate supervisor. Leave days will not be deducted when the employees are not required to work on those days. Employees required to work on those days will receive their regular pay.

During the first five (5) days that school is closed due to inclement weather, etc., the driver shall receive their normal rate of pay. Days which are rescheduled shall be paid at the time worked.

The parties understand that Section 101 of the State School Aid Act will allow the school district to count inclement weather and emergency closing days for purposes of computing amounts received by the school district in State Aid. To the extent that such days may not be counted as days of pupil instruction for purposes of receiving State Aid, then such days shall be rescheduled subject to the following provisions in order to ensure state required days of instruction and no loss of State Aid to the school district. Transportation personnel shall work on such rescheduled days and shall be paid for any rescheduled days at the time worked. The particular dates on which lost instruction days will be made up shall be determined by the Board.

Section E - In scheduling holidays and/or conforming with snow day cancellation and make-up, the driver shall follow the calendar of the district for which they primarily drive (i.e., Grand Ledge Public Schools, Eaton ISD).

Section F - Drivers will be paid for driving on days of state required instruction, eight (8) holidays, subject to qualifying for under this Article, and two (2) extra days, which is compensation for time spent in evacuation drills, map acquaintance, student roster maintenance, disciplinary action, parent phone calls, extra trip preparation, etc.

#### **ARTICLE 9 – CONDITIONS OF EMPLOYMENT**

Section A - The Board agrees to allow members of the Union to utilize the existing telephone facilities. However, long-distance charges for non-school business shall be paid by the using employee.

Section B - The Board will make an attempt to provide adequate parking facilities for employee use.

#### **ARTICLE 10 - PROBATIONARY EMPLOYEES**

Section A - All employees hired into the bargaining unit shall be considered probationary for the first sixty (60) days actually worked of their employment.

Section B - There shall be no seniority among probationary employees.



Section C - After the employee has completed the probationary period for his/her classification, he/she shall be entered on the seniority list of the unit and shall rank for seniority from his/her original date of hire. Seniority shall include paid and unpaid leave time provided under this agreement.

Section D - The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 Recognition of this Agreement, except for discharge for other than Union activity.

Section E - Upon written request of the Union, the Board shall provide a seniority list to same. If the Union does not notify the Board, in writing, within fifteen (15) working days of receiving same, the Union shall be barred from further communication and/or litigation regarding same for that school year.

Section F - All benefits not specifically excluded by this Agreement shall begin with the first day of work, provided, however, insurance benefits shall commence on the first day of the month following the month employment begins.

Section G - Probationary bus drivers will not be eligible for special trips unless a regular driver is unavailable.

#### **ARTICLE 11 - DISCIPLINE AND DISCHARGE**

Section A - Notice of Discharge or Discipline - If disciplinary action is to be taken against an employee who has acquired seniority status, the Board shall act within ten (10) working days from the date of the incident, or the date the transportation supervisor learned of the act or should have reasonably known of the act, giving rise to the disciplinary action. The Board agrees promptly, upon discharge or discipline of any employee who has acquired seniority status, to notify the representative in the unit of the discharge or discipline. The Employer shall not discipline or discharge an employee without just cause.

Section B - The discharged or disciplined employee who has acquired seniority status will be allowed to discuss his/her discharge or discipline with the representative of his/her unit, and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer.

Section C - Appeal of Discharge or Discipline - Should the discharged or disciplined employee who has acquired seniority status consider the action to be improper, a complaint shall be presented in writing through the representative to the Employer within five (5) regularly-scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within five (5) regularly-scheduled working days after reviewing the complaint. If the decision is not satisfactory to the Union, the matter will be referred to Level Two of the Grievance Procedure.

Section D -- In imposing any discipline (except regarding drugs and alcohol) on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously, nor impose discipline on an employee who has acquired seniority status for falsification (except regarding drugs and alcohol) of his/her employment application after a period of two (2) years from his/her date of hire. Any reference to drugs and/or alcohol will remain current for discipline purposes for not longer than four (4) years.

Section E - Employees who are charged with driving under the influence (in any vehicle) will be immediately suspended without pay. If the employee is ultimately found guilty, they will be immediately terminated. If the employee is ultimately found not guilty, he/she will be reinstated with back pay.

## ARTICLE 12 - LEAVES

Section A - All employees who have successfully completed their sixtieth (60th) work day of employment shall be allowed one (1) paid sick day\* per month of active employment, with an unlimited accumulation. Active employment shall be defined as working at least one (1) day on the employee's regular assignment during a month. When an employee is on paid leave, it shall be considered as time worked. Active employment shall exclude substitute work, field trips and driver meetings.

Sick days shall be credited to the employee on the first working day of the month following the month in which it is earned.

Sick time will be accumulated and records kept in hours.

Section B - Accrued sick leave may be used for the following reasons:

1. Personal illness or injury.
2. When an employee is taken ill on the job.
3. Illness in the immediate family.
4. For appointments with doctors or dentists.
5. "Approved personal reasons" - this leave is to be interpreted as leave that shall be used only for the purpose of handling personal affairs which cannot be transacted on the weekend or after-work hours. It is not to be used for casual or indiscriminate use. No more than two (2) days per year may be used for this purpose.
6. To be eligible for (4) and (5) above, the employee must submit a written request for such leave at least five (5) working days in advance and must be approved by the supervisor.

Section C - To be eligible for sick leave, the employee must notify his/her supervisor at least two (2) hours prior to the time he/she is to report for work.

Section D - An employee who is absent for more than two (2) days must provide the Employer with a physician's statement upon return from the absence, unless expressly excused from this requirement by the Supervisor.

Section E - Upon termination of employment, (not to include discharge) an employee with a minimum of twelve (12) years of service, shall be paid for all unused sick leave based on one-half his/her current rate. In cases of death, full payment shall be made to the beneficiaries or to the employee's estate if there are no beneficiaries. In no event shall such payments exceed the following percentages of an employee's average annual income from Grand Ledge Public Schools for the last three (3) years:

20 years or more	-23%
16 years to 19 years	-18%
12 years to 15 years	-13%

Section F - An employee who is unable to work due to personal illness or injury, and who has exhausted their accrued sick leave shall be granted a leave of absence for upon presentation of a doctor's statement verifying the need for the absence. The leave shall be for a maximum of no more than one (1) year from the date of the original absence. The Board may, in its sole discretion, grant extensions upon request. The Board may require a physician's statement verifying that the employee is capable of returning to work.

#### Section G - Other Leaves

1. Employees may, at the discretion of the Board of Education, be granted voluntary leave, without pay, during any school year for a period of up to one (1) year. All such requests must be submitted in writing and the full conditions of the Agreement must be in writing, including the assignment of the employee upon return, and effect, if any, of the leave on the salary schedule.
2. An employee absent from the job to attend an approved meeting shall receive regular pay with no time charged against sick leave.
3. When approved in advance by the immediate supervisor, conference costs and travel expenses at the current rate will be reimbursed by the Board. Membership charges shall be the responsibility of the employee unless approved in advance by the Superintendent.
4. An employee returning from leave will return to a position within their classification with comparable hours. A returning employee must give the Employer fifteen (15) work days notice and may substitute, at the regular rate, during that period.

Section H - Funeral Leave - Paid funeral leave up to three (3) days shall be granted for a death in the immediate family. Immediate family is defined as spouse, brothers, sisters, parents, parent-in-laws, sons, daughters (including step children), grandchildren, or other close relatives residing

in the employee's household, provided, however, employees are required to provide proof of residency and attendance at the funeral for a person residing in the household. One (1) day funeral leave may be granted for aunts, uncles, and grandparents. One (1) day funeral leave, deducted from the employee's accumulated sick leave, may be granted for a niece, nephew or a close friend's funeral.

### **ARTICLE 13 - RETIREMENT - RESIGNATION**

Section A - The Grand Ledge Schools will participate in and comply with all requirements of the Michigan Public School Employees' Retirement Plan.

Section B - The Board of Education will pay a retirement benefit of fifty (\$50) dollars for each year that an employee has been employed with the Grand Ledge Schools at the time of his retirement. To qualify for this benefit, the employee must have worked for the Grand Ledge Schools for a minimum of ten (10) years.

Section C - Notice of resignation shall be made in writing to the Board or the employee's supervisor two (2) weeks prior to the date of resignation.

### **ARTICLE 14 - INSURANCE**

Section A - Worker's Compensation - Any employee who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Worker's Compensation Law of the State of Michigan, except that his/her pay shall be adjusted to the difference between regular pay and lost time benefits paid by the Worker's Compensation funds for a period not to exceed one (1) year from the date of injury.

If an administrative agency or court of competent jurisdiction determines that the above salary differential payment shall result in the Board being responsible for a portion of Worker's Compensation benefits which would otherwise be provided by statute, any further salary differential payments shall be deducted on a prorated basis from the employee's accumulated sick leave, provided this differential is not determined by a court or administrative agency of competent jurisdiction to be required offset under Section 354 of the Worker's Compensation statute. To the extent permitted by law, this provision shall be interpreted as a disability pension plan not to be utilized as an offset under Section 354 of the Worker's Compensation Act.

Section B - The Board agrees to provide health insurance plan available for employees who make premium payments through voluntary payroll deductions within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the policyholder.

Section C - Any employee taking an unpaid leave of absence (except medical or military leave) during the school year will not be eligible for insurance benefits during the months of June, July or August.

Section D - The Board shall establish and maintain an IRC Section 125 plan.

### **ARTICLE 15 - PROTECTION OF EMPLOYEES**

Legal and Physical - Liability insurance carried by the Board shall protect all employees against suits brought against them growing out of the exercise of their regular duties.

All cases of accidents, injury, or assault involving employees or students growing out of the exercise of employee duties or school activities shall be reported to the principal or supervisor promptly.

Complaints by parents or students directed toward employees shall be called to the attention of the employee as soon as possible.

### **ARTICLE 16 - NEGOTIATION PROCEDURES**

Section A - Upon written request from one party to the other, representatives of the Employer and the Union shall meet to discuss matters of concern to either party. Said written request shall indicate the item(s) the requesting party intends to address.

Section B - The parties shall furnish that information which is available under applicable law and/or regulation.

Section C - The parties are entitled to representation of their choice.

### **ARTICLE 17 - GRIEVANCE PROCEDURE**

Section A - A grievance is defined as, and limited to, an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement. Any member or members of the Union or representative may file a grievance.

Section B - The term "days" shall be defined as workdays, exclusive of holidays, weekends, and vacation days provided for the unit by this Agreement. The number of days at each level are maximum. The time limits may be extended by mutual written agreement.

Section C - The grievance shall be submitted in writing and shall include the following:

1. A statement of the facts alleging the violation.
2. The specific Article or Section of this Agreement which is alleged to have been violated.
3. The specific relief which will resolve this grievance.
4. The name(s) of the aggrieved party.
5. Appropriate transmittal signature and dates.

Section D - Informal Procedure - Prior to initiating formal grievance procedures, the aggrieved party shall attempt to seek resolution with the appropriate supervisor. Documentation of the Informal Step must be presented for the grievance to advance to any further step of this procedure.

Section E - Formal Procedure

LEVEL ONE – Transportation Supervisor Level: Within five (5) days of the alleged violation of this Agreement or of the grievant's knowledge of its occurrence, whichever is first, the aggrieved party shall submit a written grievance to the Assistant Superintendent of Business Operations or designee. Within five (5) days of receipt of the written grievance, the Executive Director of Operations or designee shall schedule a Level One hearing. In the event a Level One hearing is not scheduled within the five (5) day limitation, Level One shall be waived and the grievance referred to Level Two.

Within five (5) days of the hearing on the grievance, the Transportation Supervisor or designee shall render a decision in writing, transmitting a copy to the Union, the aggrieved party, and to the Assistant Superintendent of Business and Operations.

LEVEL TWO – Assistant Superintendent of Business and Operations Level: If the decision of the Executive Director of Operations or designee is unsatisfactory to the grievant, the Union, within five (5) days of receipt of the Assistant Superintendent of Business and Operations decision, shall transmit to the Superintendent or his/her designee the Level One decision and a statement of the intent to file at Level Two.

Within ten (10) days of a Level Two grievance, the Assistant Superintendent of Business and Operations or his/her designee shall schedule a Level Two hearing.

Within five (5) days of the hearing on the grievance, the Assistant Superintendent of Business and Operations or his/her designee shall render a decision in writing, transmitting a copy to the Union and to the aggrieved party.

LEVEL THREE - In the event the Union is not satisfied with the disposition of the grievance at Level Two, the Union must provide written notice of intent to submit the grievance to arbitration within fifteen (15) days after the receipt of the decision in Level Two.

After receipt of a notice of intent to arbitrate, the parties shall meet in an attempt to agree on an arbitrator. If the parties are unable to mutually agree on an arbitrator, then the Union may submit the matter to the American Arbitration Association requesting that an arbitrator be selected with their assistance and under their rules. All arbitral proceedings shall be conducted in accordance with the rules established by the American Arbitration Association.

The arbitrator shall have no power to amend, alter, or modify this Agreement or any supplementary agreement.

The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award shall not be based on other extra contract matters not specifically incorporated in this Agreement.

There shall be no appeal from the arbitrator's decision. It shall be final and binding on the Union, the Board and on all parties.

The arbitrator shall have no power to establish salary schedules or set or alter hourly rates.

No decision of the arbitrator in any one case shall require retroactive adjustment in any other case.

The expenses of the arbitration proceedings shall be borne equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

Representatives of the Union who are called as witnesses by the Employer shall not suffer any loss in their regular wages. The arbitrator shall not be empowered to rule on any matter which has been made subject to review by applicable federal, state, or civil regulatory procedures.

Section F - Grievances shall be processed from one step to the next within the time limits prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed or any extension which may be agreed to shall proceed to the next step of the procedure. Any grievance not carried to the next step by the Union within the prescribed time limits, or any extension which may be agreed to, shall be automatically closed upon the basis of the Employer's last disposition.

Section G - Employees shall be allowed representation at all levels of the Grievance Procedure, either by the Union or outside counsel.

## **ARTICLE 18 - VACANCIES, PROMOTIONS, TRANSFERS**

### Section A - Transfer of Employees:

1. Transfers and promotions within the bargaining unit shall be made on the basis of seniority and qualifications, with consideration being given first to applicants presently working in the classification (classification to be defined as regular/vocational education driver including Relief Drivers. In the event there are no applications from the employees working in the classifications, applications submitted by employees working in other classifications shall be considered next. Previously existing positions and any newly created positions that are declared vacant shall be posted, when they are going to be filled, for a period of five (5) working days, setting forth the minimum requirements for the position, in the bulletin board areas as designated. Employees interested shall apply within the

five (5) working day posting period. The senior employee applying for the position and who meets the minimum requirements shall be transferred.

2. The Chief Union Steward shall receive copies of all job postings.
3. Members of the bargaining unit who are promoted to positions outside the bargaining unit shall have their seniority frozen for a period not to exceed one (1) year.

### **ARTICLE 19 - VACANCY POSTINGS**

**Section A** - A posting will be created when the Employer determines there is a vacancy, which they intend to fill, or there is a new position or new assignment.

When it has been determined by the Employer to fill a vacancy or establish a new position/assignment, the Employer will post positions within five (5) working days.

The posting(s) will be posted for five (5) working days. Interested and qualified employees may bid on any posting by providing notice in writing to the Transportation Supervisor during the posting period. Interested employees shall have the opportunity to work the posted assignment, to the extent possible, on a seniority basis during the posting period.

Postings will provide the following information:

1. Position/Classification
2. Hours
3. Rate of Pay
4. Assignment

Assignments shall be awarded within five (5) working days following the posting period. Positions shall be awarded on the basis of seniority and qualifications, first within the affected classification, then outside the affected classification.

Once an assignment has been awarded, the employee who receives the position shall commence the duties of the new assignment on the first work day of the week following the award.

**Section B** - Any vacancies which result from the posting procedure referred to above will be resolved at a bid meeting which will be held during the third working day following the filling of the original position. All drivers interested in changing assignments may bid on the resultant vacancy(ies) at this meeting on the basis of seniority and qualifications, and any and all resultant vacancies will be filled at this meeting. A seniority driver may be bypassed only if assignment of that period would result in a work week in excess of forty (40) hours per week or if the driver is not qualified for the assignment. Notification of the bid meeting will be posted immediately following the filling of the posting on the original bid sheet. There will be no separate bid posting for resultant vacancies. Shifting of drivers shall occur on the second day after attendance



at bid meetings that occur during the year. Upon the driver's request, a Steward may bid for the requesting driver.

Section C - Increase in Assignment Time

1. Mandatory Posting
2. From the person who is awarded the posting, down the seniority list, all assignments are up for re-bid in a bid meeting.
3. All assignments are locked into new original times.

Section D - Decrease of Assignment Time

1. Driver has choice to keep or give up assignment. If driver keeps it, it becomes new original time.
2. If driver gives it up, they go below them in seniority to choose new assignment.
3. From the assignment they took down in seniority, all assignments will be rebid in a bid meeting by seniority. All assignments are locked into new original times.

Section E - When a member is on a Military leave, medical leave or off work due to a Worker's Compensation injury leave, their assignment and return to duty shall be dealt with in the following manner:

1. If an employee is on one of the aforementioned leaves or injury, and it is known that the last time period off duty will be greater than thirty (30) working days, the employee's assignment shall be bid as a temporary position. The assignment shall be awarded to the most senior qualified bidder within the classification of the vacant assignment. The resultant vacancy may be filled by a substitute.
2. Employees returning from one of the aforementioned leaves or injury shall return to the assignment originally vacated. The employee temporarily filling that assignment shall return to their previous assignment.
3. Employees on one of the aforementioned leaves or injury shall only be allowed to bid for assignments at the beginning of each school year and/or at the District Fall Count Bid day. These employees will not be allowed to bid on any other assignment(s) during the school year, until they return to regular duty.

**ARTICLE 20 - LAYOFF AND RECALL**

Section A - Layoff is defined as a reduction of the work force. If layoff becomes necessary, it shall be conducted in the following manner:

1. Temporary employees.
2. Probation employees in the affected classifications.
3. Remaining employees in the affected classifications beginning with the least senior employee within the classification. An employee who suffers a reduction

in hours as specified in Section A above may exercise their seniority at the time of layoff to displace the lowest seniority employee with an equivalent number of hours.

Section B - Employees to be laid off shall be given a written notice at least 10 work days prior to the effective date of the layoff. Upon request, the Employer shall provide to the Chief Union Steward a list of those employees to be laid off at the same time the notices are issued to the employees.

Section C - Employees recalled to work following a layoff shall be recalled in inverse order of the layoff. Notice of recalls shall be by certified mail to the affected employee at the last-known address on file with the Employer. Upon request, a list of those employees recalled shall be provided to the Chief Union Steward at the same time the recall notices are sent. Employees shall remain on the layoff recall list until recalled but not to exceed three (3) years, at which time their name shall be removed from said list with no remaining right to recall.

Section D - For the purposes of layoff and recall only, the Chief Steward and the alternate steward shall assume the highest seniority ranking in their respective classification.

Section E - Work normally performed by the bargaining unit members shall not be regularly performed by other employees of the employer while any bargaining unit member is on layoff.

Section F - The seniority list will be published annually and posted, with a copy sent to the Chief Union Steward. It will include the year, the month, and the day of employment, when available. Employees shall lose their seniority for the following reasons only:

1. He/she quits.
2. He/she is discharged and the discharge is not reversed through the procedure set forth in the Agreement.
3. He/she is absent for five (5) consecutive working days without notifying the Board. In proper cases, exceptions shall be made. After such absence, the Board will send written notification to the employee at his/her last-known address that he/she has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.
4. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.

Section G - An employee shall lose his/her seniority when employment is terminated; and if the employee returns to work at the Grand Ledge Public Schools, his/her seniority will not be restored.

## **ARTICLE 21 - JURTY DUTY**

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay. An employee required by the Employer or subpoenaed to appear in court on any job-related matters shall be paid the difference between his/her regular pay and any stipend he/she receives for such appearance.

## **ARTICLE 22 - OVERTIME**

Section A - Time-and-on-half (1-1/2) shall be paid for all hours worked in excess of forty (40) hours in any one work week.

Section B - Bus drivers shall be paid time and a half for all hours actually worked on Sundays and holidays.

Section C - A driver who is called in to work on any day covered under Article 10 Holidays, Section F, and who would otherwise have been in a paid status shall be paid time-and-one-half (1-1/2) for all hours worked on any such day, dependent on the schedule(s) of the district(s) for which the driver drives.

Section D - For the purpose of computing benefits under this Agreement, sick days, funeral leave, jury duty, and paid personal leave shall be considered as hours worked.

## **ARTICLE 23 - DRIVER WAGES**

### **Section A - REQUIREMENTS**

Bus drivers must meet State requirements and Board qualifications. They must attend designated in-services as required by the Employer, for which they will be paid at the training program rate. Newly-hired bus drivers shall serve a probationary period of sixty (60) days actually worked and shall be represented by the Union only for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, as set forth in Article I of this Agreement. At the Board's discretion, the probation period may be extended an additional thirty (30) days. After successfully completing the probationary period, bus drivers shall be entitled to representation by the Union in all aspects of employment.

Section B - The following shall be the basis for figuring bus drivers' salaries:

**2015-2016**

Trip Lay-Over Hourly wage	\$12.00
Probationary Driver	\$14.38
Regular Driver	\$16.59

**2016-2017**

Trip Lay-Over Hourly wage	\$
Probationary Driver	\$
Regular Driver	\$

2016-2017, contract will reopen for wages only.

Lay-Over Hourly wage is to remain at \$12.00 per hour for the duration of this agreement. Employees required to work in a higher classification shall be paid the rate of the higher classification.

Section C - Regular assignment time shall be defined as established working time or length of time necessary for the driver to complete his/her duties. Assignment time(s) shall begin ten (10) minutes prior to the time the driver is scheduled to leave the Transportation Department or designated location (to be used for pre-trip/walk around, fueling, and/or vehicle care) and ends upon the completion of the assignment and the driver's return to the Transportation Department or designated location. There shall be two (2) different assignment possibilities.

1. Morning assignment.
2. Afternoon assignment.

For the purpose of computing wages for assignments, wages will be adjusted at + or - ten (10) minute time intervals to reflect regular driving assignment time.

Section D - Time spent in breakdowns/delays/extenuating circumstances beyond the control of the driver shall be paid for, in addition to the regular assignment rate, provided that such circumstances could not reasonably have been prevented. Driver assignments, which are interrupted or changed for emergency reasons or unique circumstances, will be paid for all hours actually driven over normal assignment time.

Section E - Reimbursement to drivers for allowable expenses, including meals, mileage, telephone charges, should be paid in the pay period following the period in which the expense

was incurred, by separate check, and shall not be subject to deductions for income tax or other purposes. Service charges on school-owned vehicles shall be paid in a separate check as soon as possible.

Section F - CDL license fees will be reimbursed to the probationary employee by the Board of Education at the end of the probationary period. All subsequent chauffeur license fees shall be paid in the paycheck following proper documentation, with receipts being presented to the Employer, that the license has been successfully obtained. The Board will pay for only the successfully completed license and not any previous attempts.

The employer will provide a maximum of \$50.00 towards the purchase of a Grand Ledge Public Schools cold weather coat for each school bus driver. The driver when needed as determined by the driver and the transportation supervisor. The driver cost must be selected by a committee and selection must have mutual agreement by management.

Section G - All assignments will be paid at a minimum of one (1) hours. On half days when the driver's assignment is split, they shall be paid their regular assignment rate, even though it is split, or if actual time, if longer. The Employer reserves the right to combine runs as necessary on days when the regular schedule is interrupted.

Section H - All employees who successfully end the school year are given reasonable assurance that they will be returned to employment for the next year.

## **ARTICLE 24 - DRIVER ASSIGNMENT/DRIVING RESPONSIBILITY** **WORK SCHEDULE**

Section A - Each driver's hours are determined by the length of their assignment(s). All drivers will report for their regular scheduled driving assignment time unless excused by the Transportation Office. Communication for this temporary time adjustment (Max. 3 days) must be conducted a minimum of thirty (30) minutes prior to the start of their assignment time.

Temporary adjustment to the start time is not intended to impact any other portion of the driving assignment schedule or supplant Article 29 - Driver Assignment/Driving Responsibility, Section C.

Original driving time is established at the beginning school year bid. Driver acceptance of reduced assignment time (20 minutes), individual postings and/or bid meetings after the beginning school year bid shall establish new original driving time(s). Provisions of Section B and C (following) shall only be implemented after the beginning of the school year.

Section B - INCREASE IN ASSIGNMENT TIME: If a driver experiences an increase, above his/her existing original driving assignment time, of twenty (20) minutes or more on his/her am or pm assignment a mandatory posting will be initiated within five (5) working days. The driver

will continue with their assignment until the posting/bid meeting process, as per Article 21 - Vacancy Posting is completed.

Section C - DECREASE IN ASSIGNMENT TIME: If a regular education driver experiences a reduction from his/her existing original driving time of twenty (20) minutes or more from his/her am or pm assignments the driver will exercise his/her choice to accept the new time or invoke the provisions of Section D below.

Section D - The driver who has opted not to accept the reduced-time run shall choose an assignment from a less-senior driver. A bid meeting with all less-senior drivers than the originally-reduced driver, shall be held to resolve the resultant vacancies, as per Article 21 - Vacancy Posting, Section B. No more senior drivers than the originally reduced driver may bid at this meeting.

Section E - Should the provisions of Section B, C or D above cause a problem for either party during the course of this Agreement, all parties shall meet to renegotiate these sections of the Agreement.

Section F - One (1) week (seven (7) calendar days) prior to the beginning of the student school year, established driving assignments will be available for staff review. On the Tuesday prior to the beginning of the school year, there shall be a mandatory drivers' meeting. Driver bid schedules will be provided at this Tuesday driver meeting. If, in the case of an emergency, a driver is unable to attend their scheduled bid time, a Union steward will bid for that person.

Section G - BEGINNING OF THE SCHOOL YEAR BID: Starting five (5) calendar days prior to the start of the student school year, drivers will bid by seniority on established assignments. Driver assignments bid by bargaining unit members will be awarded by seniority among qualified drivers. Drivers are expected to be knowledgeable of their assignment(s) prior to the first day of school for students. The driver whom misses their schedule bid time shall be bypassed and receive their bid after the last scheduled driver.

Assignments: During the first week of school, when students are being transported, drivers will be paid the computer assignment time plus the following: an additional ten (10) minutes for their a.m. assignment, p.m. assignment.

Beginning week two (2) through the end of fall count week, drivers will be paid their computer/assignment time. Times may be adjusted during week 2-4 as deemed necessary by the Transportation Supervisor due to scheduling conflicts and/or student ridership changes. If the driver finds their computer/assignment time and actual driving time differ, then he/she shall turn in on Friday of each week an averaged time sheet with actual time driven. A copy of the time sheet will be initialed by the office and returned to the driver. The submission of a Friday time sheet will initiate a formal time review by the Transportation Supervisor. A determination of any time adjustment must be made within five (5) working days, with notification given to the driver.

Section I - Transportation of Homeless Children - This assignment is to be listed as a temporary assignment and due to the nature of this assignment no bid or posting will occur. It is to be given out by seniority, from most senior to least senior, but shall not be assigned to a driver if this assignment places them over forty (40) hours per week. This assignment must match the school attendance area that the driver is permanently assigned to unless no other driver is available.

Drivers understand that this is a temporary assignment and they will not receive additional pay if students do not ride. This assignment may be combined for efficiency purposes and may or may not be attached to a regular route. If this assignment is attached to a regular route drivers shall be paid for actual drive time. This assignment is independent of drivers' route the District shall pay a minimum of one (1) hour.

Section J - Summer assignments shall be posted no later than five (5) working days prior to the end of the school year. Summer driving assignments shall be awarded by seniority to qualified drivers within their respective classifications.

It is not the intent of the Employer to use substitute or relief drivers to fill vacant regular Bus Driver positions on a long term basis.

Should the Union feel the employer is inappropriately using substitute and/or relief drivers they shall first take the matter up with the Transportation Supervisor. If they are not satisfied with the answer they then shall take the matter up with the Assistant Superintendent of Business and Operations. If the matter is still not satisfactorily addressed they shall take the matter up with the Assistant Superintendent for Human Resources.

#### Section K - RELIEF DRIVERS

The Board may create up to six (6) Relief Driver positions in the bargaining unit. Relief Drivers are guaranteed a minimum of twenty-five (25) hours of work per week. The minimum weekly hours would be deducted from the actual hours worked per week. Relief Drivers are eligible for kindergarten and extra trips, except those extra trips that would conflict with any regular education driving assignment. For pay purposes, Relief Drivers are paid at the Regular Driver rate and if there is not a driving assignment the position of relief drivers to fill a vacant regular Bus Driver position that is related to school transportation.

It is not the intent of the Employer to use substitute or relief drivers to fill a vacant regular Bus Driver position on a long term basis.

Should the Union feel the employer is inappropriately using substitute and/or relief drivers they shall first take the matter up with the Transportation Supervisor. If they are not satisfied with the answer they then shall take the matter up with the Assistant Superintendent of Business Operations. If the matter is still not satisfactorily addressed they shall take the matter up with the Assistant Superintendent for Human Resources.

Section L - When new assignments are established during the school year, the assignment(s) will be posted as set forth in the provisions of Article 21 Vacancy Posting.

Section M - DRIVER RESPONSIBILITY

Driver responsibilities shall be outlined in the job description maintained by the Employer. Drivers will receive any updated or revised job descriptions.

Drivers shall also be responsible to communicate and coordinate with the Transportation office to maintain a current vehicle student roster and accurate driving assignment map(s).

**ARTICLE 25 - FIELD TRIPS**

Section A - Regular education drivers shall be responsible for driving regular education field trips. To the extent possible, regular education drivers shall remain on their regular assignment before driving a field trip.

Section B - Drivers will receive pay for field trips as follows:

1. Minimum driving time paid for all field trips, and athletics, shall be one (1) hour.
2. Layover time on an athletic field trip or field trip shall be paid at the rate of \$12.00 per hour.
3. Minimum driving time pay for 'drop-offs' shall be two (2) hours.

Section C - When field trips are posted, the exact location of the destination shall be posted. Drivers shall be given a copy of the complete itinerary of the trip prior to the start of the trip.

1. Field trips shall be assigned on a rotating seniority basis provided, however, the Employer reserves the right to by-pass any employee who by being assigned the extra trip, athletic trip or any other extra driving assignment would, by virtue of working that assignment, be placed in a position to earn overtime.
2. When two or more trips that have separate buses are combined on one bus, the senior driver for these events will drive the trip.
3. Drivers who do not sign up for a field trip or who refuse a field trip shall be bypassed on the seniority list for rotation purposes.
4. If no regular driver elects to take an extra trip, a substitute driver may be used.
5. Trip rotations will start at the top of the seniority list two (2) times a year.

September- Beginning of the school year.  
June- Summer trips.

Section D - Any approved cost incurred for an overnight stay shall be paid by the District.

Section E - Field Trip Chaperons - A field trip of up to and including twenty (20) students shall require one (1) adult riding on the bus. Student field trip groups in excess of twenty (20) students on one bus shall require at least one (1) adult riding the bus. Drivers shall not be expected to drive without the required chaperon(s).



Section F - If the driver is not notified of a cancellation, and when arriving at the point of departure learns of cancellation, he/she shall be paid for one (1) hour. If an extra trip is canceled, with less than adequate notification which prevents the driver from performing their normal daily driving assignment, the driver will be paid for their normal driving assignment. At the discretion of the Supervisor, the driver may be excused from driving that portion of their daily assignment with which the extra trip was in conflict.

Drivers participating on any extra trip, which originally conflicted with their regular driving assignment, may contact the transportation office a minimum of one (1) hour prior to their driving assignment and request that they drive their regular scheduled assignment. Drivers requesting such, will be responsible to meet the schedule of their regular assignment while meeting all the responsibilities for the extra trip they are conducting.

Section G - A driver who takes a field trip shall be permitted to leave the destination for a reasonable period of time to obtain a meal and/or use restroom facilities. The driver shall advise the coach/sponsor prior to leaving and will indicate where they will be. The driver shall be responsible for the bus.

Section H - The length of the field trip, including pre- and post-trip vehicle care shall be established by the Employer. Deviations from this established time must be submitted to the Supervisor for approval before the time shall be paid.

Section I - Drivers shall be responsible for accurately completing required field trip forms provided by the Employer.

Section J- Trip week Monday-Sunday

1. Trips will be taken down on Thursday at 10:00 AM and be distributed by 2:00 PM the same day, the week prior to the trip date. The next week shall be posted by Friday at 10:00 AM. Trips which come in after Wednesday night will be placed in the short notice rotation.

Section K- Phone calls to fill short trip notice.

1. If they are the same day of trip, Management can proceed on list if Management cannot contact driver.
2. If not the same day of trip, Management must wait 15 minutes for driver to return call before proceeding on list.

Section L- Less than 24 hour notice for refusing/turning in trip. If a driver refuses/turns in trip (other than medical reasons) shall be passed over for one trip they sign up for and would have had. If their name comes up for a short notice trip they will be passed over. They will be passed over for one or the other type of trip. Monday trip notification must be done by Friday by noon.

1. If a driver is going to be passed over, written notification must be provided to driver and Union representative. If no notification is provided then driver shall not be passed over.

## **ARTICLE 26 - TERMINATION OF AGREEMENT**

Section A - This Agreement shall be considered effective from July 1, 2015 to and including June 30, 2017 and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate, cancel, or modify the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section B - This Agreement shall superseded any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. All future individual employee agreements shall be made expressly subject to the terms of this Agreement.

Section C - If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

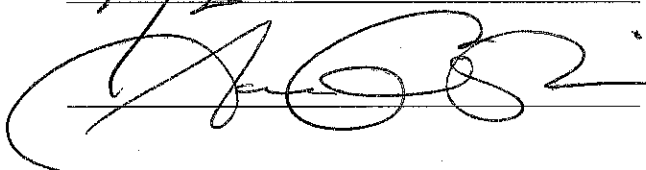
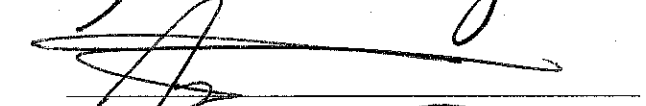
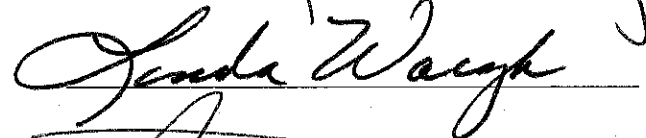
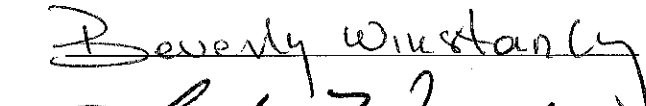
Upon the request of either party, the parties shall negotiate for purposes of possibly agreeing to a replacement provision at reasonable times and places.

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

Section E - 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 the Agreement. Therefore, the Board and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive 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.


IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

FOR EMPLOYER:  
Grand Ledge Public Schools

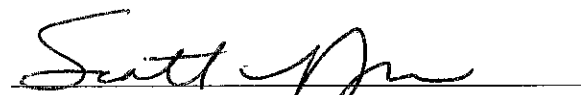


BG/ekh:ufew876 (6/10/2015)  
Grand Ledge 2015-2017.doc


FOR THE UNION:  
International Union of Operating Engineers,  
Local 324



Douglas Stockwell,  
Business Manager



Scott Page,  
President



Tom Scott,  
Recording-Corresponding Secretary