

AGREEMENT

between

WILLIAMSTON COMMUNITY SCHOOLS
BOARD OF EDUCATION

418 Highland Street
Williamston, MI 48895

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

TRANSPORTATION BARGAINING UNIT

JULY 1, 2012 - JUNE 30, 2013

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ARTICLE I

PURPOSE

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

ARTICLE II

UNION RECOGNITION, AGENCY SHOP, CHECK-OFF

Section 1. Union Recognition

The Union shall be responsible for maintaining a due process procedure for non-members to determine how their fee is utilized, and to provide the non-member an expeditious and impartial hearing regarding any objections. The Union shall provide a copy of said procedure to the Employer upon request.

(a) The Board hereby recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

(b) The term "employee" as used herein shall include all regularly scheduled bus drivers, but excluding the transportation supervisor, mechanics, special education drivers, substitutes, and all other certified and non-certified employees.

Section 2. Agency Shop

(a) All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union shall, within thirty (30) working days of the effective date of this provision, or within sixty (60) working days of their date of hire by the Board, whichever is later, become members, or in the alternative shall, within sixty (60) working days of their date of hire by the Board, as a condition of employment, pay to the Union a service charge in an amount equal to the regular monthly dues uniformly required of Board employees who are members of the Union.

(b) An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).

(c) Employees who fail to comply with the conditions of this Article shall be discharged by the Board within thirty (30) calendar days after receipt of written notice of such default is delivered to the Board by the Union.

(d) If any provision of this Article is deemed invalid under federal or state law, such provision shall be modified to comply with the provisions of said federal or state law.

(e) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

(f) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fees.

Section 3. Check-Off

(a) The Board agrees to deduct from the pay of each employee the initiation fee, Union dues or service fees, in which case, the service fee shall be equal to the regular monthly Union dues of the Union, provided that written authorization signed by the employee is presented to the Board by the Union. Said initiation fee, Union dues or service fees will be deducted from the first (1st) payroll each month for ten (10) months, and remitted to the Financial Secretary of the Union within two (2) weeks after the first (1st) payroll of each month. The Board shall not be required to make any check-off for initiation fees, Union dues, or service fees if the employee's pay is not sufficient to cover initiation fees, Union dues, or service fees in any pay period. Authorization shall continue in effect from year to year unless revoked in writing between August 1st, and October 1st, of any year.

(b) Such initiation fees, Union dues, or service fees, as and when deducted, shall be accounted for separately in the Board's general fund.

(c) The Union agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay, all court or administrative costs that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article.

ARTICLE III

NON-DISCRIMINATION

The Board and the Union both recognize their responsibilities under federal, state, and local laws pertaining to fair employment practices 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, consent of the Employer, and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Board's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided said visitation shall not disrupt orderly operations.

ARTICLE V

STEWARDS

(a) The employees will be represented by a Chief and an Alternate Steward, who shall be chosen or selected in a manner determined by the employees and the Union, whose names shall be furnished to the Board in writing by the Union.

(b) Arrangements will be made to allow the Chief or Alternate Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings upon approval of the immediate supervisor.

(c) The Chief and the Alternate Stewards shall be deemed to head the seniority list for the purpose 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.

(d) The Chief Steward shall be supplied the following information within hired employee's first (1st) week of employment: name, date of hire, Social Security number, address, and assignment.

ARTICLE VI

RIGHTS OF EMPLOYER

Section 1.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the laws of the State of Michigan, and of the Federal Government of the United States. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished within the terms of this Agreement by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

(a) Manage and control its business, its equipment, and its operations, and to direct the working forces and affairs of the Board.

(b) Continue its right, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or business or school hours or days.

(c) Direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the workforce, and to lay-off employees.

(d) Adopt reasonable rules and regulations.

(e) Establish qualifications, and then determine qualifications of the employees.

(f) Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as provided for in this Agreement.

(g) Establish course of instruction and in-service training program for employees, and to require attendance at any workshop, conference, etc., deemed necessary by Employer.

(h) Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

(i) Continue the right to determine job content.

(j) Determine all methods and means to carry on the operation of the schools.

(k) Continue to have exclusive right to establish, modify, or change any condition, except

those covered by provisions of this Agreement.

Section 2.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the laws of the State of Michigan, and the laws of the United States.

Section 3.

The matter contained in this Agreement, and/or the exercise of any such rights of the Board, are not subject to further negotiations between the parties during the term of this Agreement, except as wherein such rights have been granted within a specific Article or section of the Agreement.

ARTICLE VII

SAFETY

The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work, in accordance with the provisions of the Occupational Safety and Health Act, state, and local regulations.

Upon consulting with the transportation supervisor, there shall be no disciplinary action taken against a driver who refuses to drive a bus identified unsafe by the driver, and verified by the bus mechanic and transportation supervisor. Other buses will be made available to complete assignments. In the event that the transportation supervisor directs the driver to drive what is felt by the driver to be an unsafe bus, such directive shall be given to the driver in writing, by the transportation supervisor, prior to the time the driver is scheduled to drive.

ARTICLE VIII

JURISDICTION

Persons not covered by the terms of this Agreement shall not perform work covered by this

Agreement, except for the purposes of instructional training, experimentation, emergency situations, or when a small number of students, not to exceed sixteen (16), who could ride within the mini-van, who need transportation to and from athletic events and/or extra-curricular activities. The administration may utilize a bus and driver for a small number of students when the administration determines that the use of a school bus is necessary.

ARTICLE IX

SENIORITY

(a) A newly hired employee shall be on a probationary status for sixty (60) working days, taken from and including the first day of employment. If at any time prior to the completion of the sixty (60) working days probationary period the employee's work performance is unsatisfactory, the employee may be dismissed during this period by the Board, without appeal by the Union. Probationary employees who are absent during the first sixty (60) working days of employment, shall work additional days equal to the number of days absent, and such employee shall not have completed his probationary period until these additional days have been worked.

(b) Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of employment.

(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 for cause, and such discharge is not reversed through the Grievance Procedure;
3. The employee retires

(e) Seniority shall continue to accumulate within the bargaining unit for an employee who transfers to a supervisory position, with that employee having the right to exercise their seniority and return to the bargaining unit in the event that the employee vacates their supervisory position.

(f) One (1) seniority list shall be furnished to each employee covered by this Agreement, with a copy to the Union, on or about October 1st of each year. Such list shall contain each employee's name, date of hire, and assignment.

ARTICLE X

VACANCIES

(a) The transportation supervisor shall schedule a voluntary meeting with all of the employees covered by this Agreement by no later than one (1) week prior to the start of the school calendar year. The transportation supervisor shall notify all of the employees at this meeting as to the vacancies that have occurred since the conclusion of the previous school year. The employees who are at this meeting, plus any employees who have submitted their written bid for such vacancies prior to the meeting, shall then have the right to have their bids received for all such vacancies or new runs. The transportation supervisor shall then fill all such vacancies or new runs from among those employees who have submitted their bid for such vacancies or new runs, with preference given to seniority as a regular driver, with the transportation supervisor to make such decision from among those applying employees. In the event that the transportation supervisor does not award the vacancy or new run to the most senior applying employee, the transportation supervisor shall furnish such employee the written reason or reasons as to why such senior employee was not awarded the vacancy or new run, with that employee having the right to grieve such decision through the Grievance Procedure. Jobs will be posted on expected lengths of time, for example: one (1) hour or one and one-half (1.5) hours (minimum of 1.5 hrs paid).

(b) Any bus driver driving a regular run or runs at the conclusion of the previous school year, and such driver does return to drive for the start of the new school year, shall return to the run or runs that they drove the previous school year, unless such employee does bid on any vacancy that has occurred and is awarded the vacancy, or when a run or runs are rerouted at the beginning of the school year, whereupon all runs shall be posted for bid and awarded with preference given to seniority. The transportation supervisor shall also fill all vacancies that occur as the result of a driver bidding on a vacancy or new run, with preference given to seniority as a regular driver, as specified under Section (a) of this Article. Those vacancies that have occurred due to the bidding and awarding of a vacancy or new run, will also be filled at the scheduled meeting one (1) week prior to the start of the school calendar year.

(c) In the event that additional vacancies occur, or new runs are established after the start of the school calendar year, the Board and the Union agree, for purposes of safety to the students, the newly hired individual will take the open route and continue in that position until the end of that year. The posting procedure as listed below will be implemented, but the physical change of the routes will not take place until the start of the next school year. All such vacancies shall be posted on the employees' bulletin board within five (5) working days from date of the vacancy or the establishment of the new run, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new run. Preference shall be given to the senior employee who bids on such vacancy or new run, based on the procedure as specified in Section (a) of this Article. Any remaining vacancies which have occurred as a result of the original vacancy and the filling of such vacancy, shall be filled on the same basis as the original vacancy, until all regular drivers have had the right to bid on all subsequent vacancies.

(d) All vacant or newly created bus runs are to be advertised or posted in the following manner: the type of run, the starting date, the rate of pay, starting time, and the approximate driving time.

(e) Temporary vacancies are deemed temporary as long as the regular employee is off the job, but is due or scheduled to report back to their regular assignment. When and if it is determined that the regular driver will not be returning to their assignment, those runs will then be considered to be vacant, and will be filled as specified in Section (c) of this Article.

(f) Kindergarten runs shall be bid at the beginning of each school year.

(g) When a regular kindergarten driver is absent, that run shall be offered to the first kindergarten driver's alternate. If the first alternate driver is unavailable, that kindergarten run shall be offered to the next available member of the pool of kindergarten driver alternates. If no such driver is available, the run will then be offered to the next available highest seniority regular drivers.

ARTICLE XI

ELIMINATION OF A BUS RUN

In the event that the Board determines that it is necessary to eliminate either a run or a route, the affected employee or employees shall have the right to exercise their seniority and displace a lesser seniority driver. The employee whose run or route is eliminated, or who is bumped by a more senior driver, and does not have enough seniority to displace another driver, shall be laid off.

ARTICLE XII

DISCIPLINE DISCHARGE

(a) Dismissal, suspension, and/or other disciplinary action shall be only for just and stated causes, with a copy sent to the Union. The employee shall have the right to defend themselves against any and all charges.

(b) The Employer will follow a policy of progressive discipline, subject to "(c)" below, which includes verbal warning, written warning, reprimand, suspension, and discharge as a last resort.

(c) The point of initiation of any disciplinary action may be determined by the severity of the employee's behavior.

(d) Warnings and reprimands shall be discussed privately between the employee and the administrator, except when either party requests the presence of a Union and/or administration representative.

(e) When the Board feels that disciplinary action is warranted, such action must be initiated within five (5) working days from the date of the occurrence of the condition giving rise to the action, or within five (5) working days of the date it is reasonable to assume that the Board became fully aware of the conditions giving rise to the discipline.

(f) **Notice of Discharge, Suspension, or Discipline**

The Board agrees that upon discharge, suspension, or discipline of any employee to notify the employee and the Union, in writing, of the discharge, suspension, or discipline within three (3) working days of said action.

(g) **Factors Causing Disciplinary Action and/or Discharge**

Some of the factors causing suspension, dismissal, and/or any other disciplinary action, but not limited to, are as follows:

1. Absence for one (1) working day without proper notification to the Board, and without a good and sufficient reason.
2. Repeated and chronic tardiness.
3. Failure to return to work from an authorized leave of absence at the agreed upon date without just and sufficient reasons, and the employee is physically unable to return from such leave and does not notify the Board of the fact, shall be considered a voluntary resignation.
4. Willful insubordination.
5. Incompetence in work performance.
6. Conduct unbecoming of a public employee.
7. Conviction of a felony or circuit court misdemeanor.
8. Conviction of any misdemeanor involving moral turpitude, or theft, conversion, embezzlement, intentional destruction or damage to property of the Board.
9. Failure to return to work when recalled from lay-off, as set forth in the recall procedure. In proper cases, exceptions shall be made.

10. Under the influence of intoxicants or controlled substances on Board property, or while on the job.
11. Consumes or sells intoxicants or controlled substances on Board property.
12. Steals Board property.
13. Duplicates school district issued keys without proper authorization.
14. A driver will subject themselves to immediate separation when they accumulate the state mandated maximum number of points.

ARTICLE XIII

STRIKE PROHIBITION

The Union recognizes that strikes, as defined by Section 1 of Public Act 366 of 1947 of Michigan, as amended, are contrary to law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of education, without interruption of the school program; accordingly, the Union agrees that during the term of this Agreement, the Union nor its members, nor any person acting in its behalf, will not direct, instigate, participate in, encourage, or support any strike against the Board by any employee covered by this Agreement, or any other employee of the Board.

ARTICLE XIV

LEAVES OF ABSENCE

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

(b) Leaves of absence not to exceed one (1) year shall be granted for physical or mental illness, prolonged serious illness in the employee's immediate family which includes husband, wife, children, or parents living in the same household.

(c) Leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution upon approval by the Board.

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

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

(f) Leaves of absence will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event that the employees are ordered to active duty for the purpose of handling civil disorders or other emergencies, providing such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.

(g) Any employee in the bargaining unit who is either elected or appointed to full-time position or office in the Union, whose duties require his absence from work, shall be granted a leave of absence for the duration of such office or position, upon the employee making written request for such leave thirty (30) calendar days prior to the date that the employee desires to begin such leave.

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

(i) An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay, and shall accumulate seniority during the leave of absence, and the employee shall be entitled to resume their regular seniority status and all job and recall rights. This right to assume their position shall be subject to the bumping provision as set forth in Article XI, subsection (c). Leaves of absence may be granted, at the discretion of the Board, for reasons other than those listed above, when they are deemed beneficial to the employee and the Board.

ARTICLE XV

GRIEVANCE PROCEDURE

Definitions:

- (a) A grievance shall be an alleged violation, misinterpretation, or misapplication of the express terms of the Agreement.
- (b) The time elements in the steps can be shortened, extended, or waived upon written mutual agreement between the parties.
- (c) Working days shall be defined as those days Monday through Friday, excluding all days in which school is not in session.
- (d) A grievance pertaining to alleged safety hazards may be processed directly to Step Three (3) of the Grievance Procedure, upon the employee having orally discussed the grievance with the transportation supervisor.
- (e) 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.
- (f) Any employee or Union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date that it is reasonable to assume that the employee or the Union first became aware of the conditions giving rise to the grievance, shall not hereafter be considered.

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 may 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 shall meet with the transportation supervisor to discuss the grievance within five (5) working days of 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 designee, by the Union, 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 designee shall meet with a Business

Representative of the Union at a time mutually agreeable to them, but not later than fifteen (15) working days following receipt of the appeal.

(b) The Superintendent of Schools or his designee shall give his decision in writing relative to the grievance within ten (10) working days of the date of the meeting with the Business Representative of the Union.

Step Four

(a) Any appeal of a decision rendered by the Superintendent of Schools or his designee shall be presented in writing to the Board of Education within five (5) working days from the date of receipt of the decision rendered by the Superintendent of Schools or his designee. The Board, within ten (10) days after the receipt of the grievance, shall decide whether or not to schedule a hearing for the Board's next regular scheduled meeting. The Board shall communicate the decision to the Union within five (5) days. If the hearing is held, the Board shall render its decision within one (1) month from the date of the hearing.

(b) The Board of Education shall give their decision in writing relative to the grievance before the third (3rd) Monday of the following month of their meeting with the Business Representative of the Union.

Step Five - Arbitration

(a) If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days from the date of receipt of the answer given by the Board of Education, the grievance may be submitted to arbitration.

(b) The appealing party shall request the American Arbitration Association to submit a listing of seven (7) persons to both parties. The representatives of the Board and the Union shall return the submitted listing of seven (7) persons to the designated mailing address of the American Arbitration Association within the specified time period, as furnished to the parties by the American Arbitration Association. Each party, upon returning the listing of the potential arbitrators to the American Arbitration Association, shall indicate as to their preference of the arbitrator by numbering

of said arbitrators one (1) through seven (7). The American Arbitration Association, upon receipt of the returned lists by the parties, shall assign the arbitrator based on the highest preference given by both parties of the persons on said list. That person shall be accepted by both parties as the Arbitrator.

(c) In the event that neither party returns the listing of said arbitrators to the American Arbitration Association within the specified time period, the American Arbitration Association shall assign a person on the list as a arbitrator, or in the event that one (1) of the parties fails to return their listing within the specified time period, the American Arbitration Association shall assign the arbitrator based on the highest preference of the party who did return their listing within the specified time period. In either of these cases, both parties shall accept that person as the arbitrator.

(d) The arbitrator, the Union or the Board may call any relative person as a witness in any arbitration hearing.

(e) Each party shall be responsible for the expenses of the witnesses that they may call.

(f) The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of the parties hereto.

(g) The fees and expenses of the arbitrator shall be borne solely by the party whom the decision of arbitrator is rendered against.

(h) 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.

(i) The decision of the arbitrator shall be final, conclusive, and binding upon all employees, the Board, and the Union.

ARTICLE XVI

HOURS AND WORK WEEK

Section 1.

(a) The regularly scheduled work week shall begin at 12:01 a.m. Monday, and end one hundred twenty (120) hours thereafter.

(b) The normal work day shall be whatever would constitute the bus driver's normal daily bus runs.

(c) Time sheets will be filled out and actual time to be paid for actual work done with the exception of minimum of one and one-half (1.5) hours. (Example: bus breaks down or unscheduled

delays) will be paid in fifteen (15) minute increments.

(d) If normal route takes longer than expected, driver and supervisor will meet to determine if extra time is to be allowed to be turned in.

(e) Improper reporting of time will result in discipline.

Section 2. Overtime rates will be paid as follows:

(a) Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one (1) work week for which overtime has not already been earned. Only work covered by this Agreement shall count for the calculation of daily (over eight [8] hours in a day) overtime.

(b) Time and one-half (1-1/2) will be paid for all hours worked on Saturday.

(c) Double time (2X) will be paid for all hours worked on Sunday.

Section 3. Reporting Pay

(a) In the event that the employee's regular run is canceled and the employee is not notified of such cancellation, and the employee does report for work, such employee shall be paid a minimum of one (1) run's pay at the regular rate of pay.

(b) When an extra trip is canceled, except due to inclement weather, and the driver who was assigned that extra trip is not given a minimum of twenty-four (24) hours notice prior to the time the extra trip is scheduled, such driver shall be paid two (2) hours pay at the regular extra trip rate of pay.

Section 4. Extra Trips

(a) Drivers will not be allowed to take extra trips that would cause them to work more than forty (40) hours in a week unless all other drivers have also worked forty (40) hours, or taking the extra trip would put all other drivers over forty (40) hours for the week. A driver who works unapproved overtime (in excess of forty [40] hours in a pay week) shall be removed from all extra trip lists for thirty (30) days from that payroll date. This sub-section shall not apply to hours worked on Saturday or Sunday.

(b) To be eligible to drive an extra trip, an employee must have completed a regional transportation safety institute school, plus have full certification.

(c) In the event that an extra trip is canceled due to inclement weather, the minimum payment rate will not apply, but the affected driver will be offered the next available extra trip assignment.

(d) Regular drivers scheduled for an extra trip which falls during their regular working day shall be paid at the extra trip rate, except during the hours the driver would be driving their regular route, for which regular route pay shall prevail.

(e) All extra trips shall be assigned on an equal hour basis. Such hourly records are to be posted at the transportation center for all drivers. Any driver low on extra trip hours shall have first option on the next extra trip. If that driver declines, then that driver is always charged with the number of hours they could have made, except during holiday and vacation periods, or when same day notice is given by the employee of an extra trip less than twenty-four (24) hours prior to the departure time of the trip.

(f) Out-of-town field trips shall have at least one (1) adult chaperone on the bus, with the driver to be responsible for informing all of the passengers of the required safety rules.

(g) Overnight trips shall be paid at the extra trip rate, except during the hours when the driver would be driving their regular route, for which regular route pay shall prevail. Calculation of hours shall be from the time the bus leaves until the final stop that day.

(h) In the event that no driver wishes to drive a scheduled extra trip, the transportation supervisor may assign a driver to the extra trip.

(i) An employee who drives an extra trip shall be paid a minimum of one (1) hour pay or actual time for run.

(j) Extra trip pay will start fifteen (15) minutes before the start of an extra trip on a school day and thirty (30) minutes before the start of an extra trip on a non-school day, and will be paid until the bus post trip is finished.

(k) Drivers will be expected to perform their regular route before any extra trips are taken.

(l) If an extra trip is longer than thirty (30) miles, the regular driver will be able to take the trip, and their regular route will be subbed out. But, if the extra trip is less than thirty (30) miles, the drivers will do their regular route and a sub-driver will deliver the team, then the regular driver will go and will resume the extra trip at the end of their regular route.

Section 5. Distribution of Extra Trips

(a) At the beginning of each school calendar year, each bus driver shall indicate in writing to the transportation supervisor, on forms provided by the Board, if they desire to be placed on either the active or the inactive seniority list, in order that the transportation supervisor will have an available listing of all of the bus drivers who desire to drive the extra trips. An employee may also

request to be transferred from either the active seniority list to the inactive seniority list, or from the inactive seniority list to the active seniority list, at the start of each school semester, by requesting the proper forms from the transportation supervisor, and by submitting the proper application form in writing to the transportation supervisor. An employee who transfers from the inactive seniority list to the active seniority list, plus all new regular drivers, shall be credited with the highest hours on the active seniority list, and then rotated equally according to hours from that point.

(b) When extra trips are to be scheduled, the transportation supervisor shall go to the employees who are on the active seniority list, and rotate all extra trips on a continuing basis on an equal hour basis. The transportation supervisor shall then continue to assign all extra trips to the employees who are on the active seniority list on the same basis, as specified under Section 4, paragraph (e) of this Article.

(c) Regular drivers will be given first opportunity for any extra run before a substitute, including coverage for an extra trip when an assigned regular driver becomes unavailable for the extra run.

ARTICLE XVII

SICK LEAVE AND FUNERAL LEAVE

Section 1. Sick Leave

(a) Each employee covered by this Agreement shall accumulate ten (10) sick leave days per year, in an individual single sick leave bank, with no limit on maximum accumulation.

(b) Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by sickness, illness, or for medical, dental, or optical examination or treatment. Sick leave shall also be granted when a member of the immediate family of the employee requires the care and attendance of the employee due to illness or injury, in which case the employee may be required to furnish to the Board a medical statement from the family member's physician verifying the need for such absence, and this will be limited to a total of five (5) days annually for members of the immediate family.

(c) Employees who are unable to perform their duties because of illness or disability should notify the transportation supervisor or department an hour prior to the start of the work day. In the event that an illness or disability extends beyond the first (1st) work day, the employee and the transportation supervisor may make arrangements as to the frequency of continued notification of the illness or disability. The employee shall be paid his normal daily rate of pay for all days paid under this section and this Article. Regular drivers who are absent for a morning or afternoon run will be charged one-half (½) day sick leave for each run absent. Kindergarten drivers who are absent for any morning, afternoon or Kindergarten run will be charged one-third (1/3) of a sick day for each run

absent.

(d) An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and all such sick days will be counted as days worked.

(e) Records of sick leave accumulation shall be furnished to each employee covered by this Agreement on each employee's bi-weekly paycheck.

(f) At age fifty-five (55), and with a minimum of ten (10) years of service with the district, employees covered by this Agreement shall be paid for accumulated sick leave days in accordance with the following. Also, drivers with three (3) years of employment and with no age restriction will be eligible for a severance pay based on the following calculations if the Board decides to contract out transportation and the employee is let go:

1. There shall be a thirty (30) day deductible.
2. Payment shall be at the rate of fifty dollars (\$50.00) per day (at least six [6] hours per day).
3. Maximum payment per employee shall be limited to seven thousand five hundred dollars (\$7,500.00).

Section 2. Funeral Leave

(a) Each employee will be granted five (5) days of Bereavement leave, paid at straight time rate for a death in the immediate family. For purposes of this Section, immediate family shall include: parents, spouse, child, step-child, brother, sister, grandparents, grandchildren, step-father, step-mother, son-in-law, daughter-in-law, father-in-law, mother-in-law, half brothers and half sisters, and IRS qualified dependents living in the employee's household.

(b) Each employee will be granted three (3) days of Bereavement leave, paid at the straight time rate, in the case of a death of brother-in-law, sister-in-law, uncle, aunt, nephew, niece or first cousin.

(c) Each employee will be granted up to a one (1) day Bereavement leave, paid at straight time rate, in the case of a death of a close friend or family member not mentioned above in Section 2(a) or Section 2(b).

(c) Additional days paid from sick day balance or without pay will be granted by the Board upon request by the employee under (a), (b) and (c) of this section.

Section 3. Personal Business Days

(a) At the beginning of every school year, each bus driver shall be credited with two (2) personal business days, which shall not be deducted from the employee's allowable sick leave, to take care of personal business that cannot be otherwise transacted.

(b) An employee's unused personal business days shall be accumulated into the employee's individual single sick leave bank, in addition to their normal accumulative sick leave at the end of the school year.

(c) Personal business means an activity that requires the employee's presence during the working day, and is of such nature that it cannot be attended to during another time of the day.

(d) Applications for personal business leave must be submitted, in writing, to the transportation supervisor at least forty-eight (48) hours in advance, except in the event of an emergency, when a shorter notice may be acceptable. Personal days will not be granted the day before or after a holiday or vacation.

(e) Personal business days may be used by the Chief and Alternate Steward to transact Union business.

Section 4. Attendance Bonus

Employees will be paid an attendance bonus for the period July 1st to June 30th, at the following bonus rates and qualifications:

No sick, no personal days and no dock days	\$175.00
No sick and no dock days	\$125.00
No sick days	\$100.00
One (1) sick day	\$75.00
Two (2) sick days	\$50.00

ARTICLE XVIII

GENERAL

Section 1. Tax Sheltered Annuities

The Board agrees to deduct the premiums for variable tax deferred annuities solely paid for

by the employee, and to remit such premiums to the designated Board-approved insurance company.

Section 2. Deductions

The Board agrees to make available to the employees covered by this Agreement any Board-approved payroll deduction services, such as savings bonds, credit union, Union PAC, etc.

Section 3. Michigan Public School Employees Retirement System

The Board agrees to pay the specified legal contribution to the Michigan Public School Employees Retirement System for each employee covered by this Agreement.

Section 4. Continuing Education

The Board agrees to pay the full tuition fee and extra trip rate of pay as compensation for any employee it so designates to attend a workshop, in-service training seminar, self-improvement course, or other job related training which is of such a nature specifically designed to provide on-the-job improvement.

Employees shall be paid at the extra trip hourly rate for all mandatory training meetings, effective 12/1/98.

Section 5. Emergency School Closing

Whenever the schools are closed due to severe weather or other emergencies, the employees covered by the Agreement shall not be required to report on such days, and the employees shall be paid their normal day's pay even though no work is performed by the employee. Subject to revision of the school calendar, employees will not be paid to make up days lost (and already paid) due to severe weather closings.

Section 6. Physical Examination

The employees shall be given a physical examination at times, dates, and places to be determined by the Board, and conducted by a physician by the Board.

Section 7. Driver's Lounge

The Board shall provide for all of the employees covered by this Agreement a lounge, which the employees will be able to utilize for break purposes. Restroom facilities and a telephone shall be provided in the lounge for the use of the employees.

Section 8. Bulletin Board

Designated bulletin board space will be made available by the Board at the transportation center for the use of the Local Union, with such bulletin board to be used 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 Board, any of its employees, or any labor organization among its employees, and no material, notices or announcements which violate the provisions of this section shall be posted. All such postings shall be signed by either an Officer, Business Representative, or Steward of the Union prior to posting.

Section 9. Bus Certification Tests

The Board shall pay the extra trip rate of pay for actual time of the bus certification tests as required for all employees covered by the Agreement.

Section 10. Training

In the event that a driver is required to train another driver beyond regular driving time, that driver shall be paid at the extra trip rate, as well as the driver who is being trained who is covered by this Agreement.

Section 11. Expense Allowance

The driver will be reimbursed for all actual expenses incurred while driving an extra trip such as ~~meals~~, lodging when required, etc., provided that the employee submits to the Board receipts for all such expenses. The Board shall also reimburse the employee the cost of all admission tickets for any event in which the driver is required to pay the cost of the admission.

Section 12. Pay Computation

The Board shall post on the employees' bulletin board a breakdown showing all extra trips

which were paid for during the pay period.

Section 13. Equalization of Regular Runs

The Board shall make every effort to insure that the regular bus runs are equal in time and distance, as well as the number of runs assigned to drivers. It is understood by both parties that the need for efficiency of operations may be the controlling factor.

Section 14. Usage of School Facilities and Equipment

The Union and its members shall have the right to use the building and facilities and equipment, such as typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at such hours that do not interfere with the regular programs of the school, or any other activities that had been previously scheduled. The Union shall pay the cost of all materials and supplies used. When extra custodial services are required for the use of the building by the Union, the Union shall reimburse the school district for any additional custodial salaries.

Section 15. Personnel Files

The Union has the right to review the personnel file of an employee within the bargaining unit upon making a written request to the administration of the school district, and filing a written approval from such employee. An employee shall have the right, upon making a request, to review the contents of their own personnel files maintained by the school district. In either of these instances, the administration may have a representative present.

Section 16. Extra Trip Pay

Each employee covered by the Agreement who drives an extra trip shall be paid at the rate listed in Schedule A.

Section 17. Maintenance of Buses

The bus drivers shall be responsible for cleaning and/or maintaining their buses on the interior to meet health standards, and the exterior to meet safety standards. The bus drivers shall not be required to remove or replace safety equipment on the buses. It shall be the bus driver's responsibility to fuel their own bus.

Section 18. Copies of the Agreement

The Board shall provide a copy of this Agreement to each employee, and ten (10) extra copies to the Union upon negotiations being completed.

Section 19. Student Health Problems

The Board shall advise the driver of any of the driver's student's health problems, of which the school is aware, unless such disclosure is prevented by confidentiality laws or rules. If health information is given to the driver, such information shall be kept confidential.

Section 20. CDL License

The Board shall pay the difference in cost between a regular driver's license and a CDL license.

ARTICLE XIX

JURY DUTY

Employees requested to appear for jury qualification or services shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for such jury service. In the event that the employee is subpoenaed as a witness on behalf of the district, or for an arbitration involving the district, the employee will be paid for such time lost as a result of such appearance.

ARTICLE XX

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 as set forth on Schedule A, attached hereto and made a part hereto by reference.

ARTICLE XXI

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXII

SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

Section 1.

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

Section 2.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3.

If any Article or section of this Agreement, or any supplements thereto should be held invalid by operation of law, or by any competent jurisdiction or tribunal, or if compliance with or enforcement of any Article or section of this Agreement should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

ARTICLE XXIII

TERMINATION AND MODIFICATION

- (a) This Agreement shall continue in full force and effect until June 30, 2013.
- (b) 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 of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.
- (c) The economic features, plus each party may present one (1) non-economic feature for further negotiations each year by either party giving the other party at least ninety (90) calendar days

written notice of their desire and intention to reopen and renegotiate the issue of economic benefits, plus the one (1) non-economic feature that each party may present. Such written notice shall be sent by certified mail to the recognized mailing address of the other party, and shall be deposited at least ninety (90) calendar days prior to the anniversary date of this Agreement. In the event that no notice is given by either party of the intention to reopen, then all of the features of said Agreement shall be automatically renewed for an additional year, or until the termination date of this Agreement, as hereinbefore provided. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(d) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the International Union of Operating Engineers, Local 324, AFL-CIO, 500 Hulet, Bloomfield Township, MI 48302 and if to the Board, addressed to the Business Office, Williamston Community Schools, 418 Highland Street, Williamston, Michigan 48895, or to any other address the parties may make available to each other.

(e) The effective date of this Agreement is July 1, 2012.

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed.

**WILLIAMSTON COMMUNITY
SCHOOLS
BOARD OF EDUCATION**

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



President

Douglas W. Stockwell, Business Manager



Secretary

Scott Page, President



Treasurer

Tom Scott, Recording-Corresponding
Secretary

JM/mrb
Williamston Bus Drivers 2012-2013.doc
10/5/2012

SCHEDULE A

HOURLY SALARY SCHEDULE

<i>Bus Driver</i>	7/01/12
Step 1	\$14.66
Step 2	\$15.31
Step 3	\$16.21
Step 4	\$16.96
<i>Extra Trip Pay Step 1</i>	\$13.29
<i>Extra Trip Pay Step 2</i>	\$13.94
<i>Extra Trip Pay Step 3</i>	\$14.84
<i>Extra Trip Pay Step 4</i>	\$15.59

Longevity

	07/01/12
10 years or more of service	\$100.00
15 years or more of service	\$125.00
20 years or more of service	\$150.00

Longevity shall be paid on the first (1st) check following the employee's anniversary date as a bus driver.

Each driver on the seniority list shall receive a five hundred dollar (\$500) off schedule payment. Payment shall be made before December 1, 2012.