

AGREEMENT  
BETWEEN THE  
MADISON BOARD OF EDUCATION  
AND THE  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 324

MADISON BUS DRIVERS

September 1, 2018 – August 31, 2021

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**AGREEMENT**

between

THE MADISON SCHOOL DISTRICT, hereinafter referred to as the "Employer"

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324 hereinafter referred to as the "Union".

**ARTICLE 1**

**PURPOSE**

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

**ARTICLE 2**

**UNION RECOGNITION**

A. The Employer hereby recognizes that the Union shall be the exclusive representative of all the employees in such unit for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment, provided that the employment conditions are not prohibited subjects of bargaining as described in Section 15 of Michigan's Public Employment Relations Act, MCL 423.215.

B. The term "employees" as used herein shall include personnel who are employed by the Employer for the purpose of operating school district busses for transportation of school children to and from the schools excluding substitutes, herein called the "bus driver".

**ARTICLE 3**

**AGENCY SHOP**

A. Pursuant to Michigan's Public Employment Relations Act, the Employer agrees that every employee shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Employer agrees that it will not directly or indirectly discourage or deprive any employee from the rights that it will not directly or indirectly discourage or deprive any employee from the rights that are afforded the employee by Michigan's Public

Employment Relations Act or other laws of the State of Michigan or the United States of America.

B. 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.

C. The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name, address, date of hire, and assignment of the new employee.

D. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the union, within ninety (90) calendar days of the effective date of the Agreement or after ninety (90) calendar days of the date of hire by the Employer, whichever is later, will be eligible to become members.

E. An employee who shall tender or authorize the deduction of membership dues (service fees) by the Union from his/her person account(s) 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 in payment of such dues (fees).

F. If any provisions of this Article are invalid under Federal or State law, said provisions shall be void as a matter of law.

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

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

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

The Employer, on its own behalf of the electors of the School District, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States including, but without limiting the generality of the foregoing, the right:

A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees, and

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

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, 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 specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

#### **ARTICLE 6** **JURISDICTION**

Persons not covered by the terms of this Agreement shall not perform work covered by this Agreement except for the purpose of instructional training, experimentation, or in cases of emergency, except the Employer may use substitute employees when the situation would warrant.

#### **ARTICLE 7** **SAFETY PRACTICES**

The Employer will take reasonable measures in order to prevent and/or eliminate any hazards which the employees may encounter at his/her place of work, in accordance with the provisions of the Occupational Safety and Health Act, state and local regulations. Employees are expected to perform their work in accordance with the policies and procedures of the Employer and to abide by all laws, regulations, and best practices associated with the operation of a school bus. The Employer agrees to provide copies of all policies and standards of expectations to the Union and employees prior to implementation.

#### **ARTICLE 8** **SENIORITY**

A. A newly hired employee shall be on a probationary status for one hundred eighty (180) school days taken from and including the first day of employment. If at any time prior to the completion of the one hundred eighty (180) school day probationary period the employee's work performance is unsatisfactory, the employee may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first one hundred eighty (180) school days of employment shall work additional days equal to the number of days absent, and such employee shall not have completed his/her probationary period until these additional days have been worked.

B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire.

C. Employees shall be laid off and recalled according to their seniority in their classifications. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee provided the senior employee is qualified to hold the position held by the least senior employee.

D. An employee will lose his/her 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 is absent for one (1) consecutive working day without notifying the Employer and/or without good and sufficient reason.
4. The employee falsifies his/her job application.

E. Seniority shall be retained within the bargaining unit for an employee who transfers to a supervisory position, with that employee having the right to exercise the seniority that he/she had earned while a member of the bargaining unit and return to the bargaining unit in the event that such employee vacates his/her supervisory position.

F. An agreed to seniority list shall be made available to each employee covered by this Agreement on or about October 1<sup>st</sup> of each year. Such list shall contain date of hire, employee's location, and classification. Seniority in classification shall be as of date of entry into the classification.

G. The Union shall represent the probationary employee in matters of wages, hours, and working conditions, but shall not represent them in matters of discharge, reprimand, or transfer for other than Union activities.

## **ARTICLE 9**

### **TRANSFER AND PROMOTIONAL PROCEDURE**

A. Notice of all vacant and newly created bus runs shall be posted on employee bulletin boards, within one pay period, and employees shall be given three (3) working days from the date of posting in which to make application to fill the vacant or new bus run. The senior employee making application shall be transferred to fill the vacant or new bus run, provided the employee has the necessary qualifications to perform the duties of the bus run involved. Newly created or vacant bus runs are to be posted in the following manner: The type of work, the starting date, the place of work, the rate of pay, the hours to be worked, the classification, and the length of probation to be served.

B. In the event that none of the regular bus drivers would make application for a vacant or newly created bus run, then the substitute bus drivers would be given the first opportunity to make application for the vacant or newly created bus run. The most senior substitute bus driver making application for the vacant or newly created bus run shall be transferred to fill the vacant or newly created bus run provided, the employee has the necessary qualifications to perform the duties of the job involved.

**ARTICLE 10**  
**NEW BUS RUNS**

A. The Employer shall have the right to reestablish, evaluate, change, and obsolete bus runs, providing such action on the part of the Employer shall not be directed toward reducing the rate of a bus run in which no substantial change in the bus run itself has occurred. When a new or revised operation involves duties, which are not adequately or specifically described or properly evaluated in an existing job description, specification, and classification, the Employer has the right to develop and establish such new or revised job descriptions, specifications, classifications, rates of pay and to place them into effect. Whenever a new bus run is made operational, the Employer shall establish the job description.

B. The Employer will notify the Union of such new or changed bus runs and will, within thirty (30) calendar days after such new or changed bus run is established, meet with the Union to negotiate the rate and classification.

**ARTICLE 11**  
**DISCIPLINE DISCHARGE**

A. Dismissal, suspension, and/or any disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee and the Union. When the Employer feels that disciplinary action is warranted, such action must be taken within five (5) working days of the occurrence of the condition giving rise to the action, or within (5) working days of the date when the Employer first became fully aware of the condition giving rise to the discipline. Among the causes which shall be deemed sufficient for dismissal, suspension, and/or other disciplinary action are the following:

1. Unauthorized or excessive absence from work.
2. Commitment or conviction of any criminal act.
3. Conduct unbecoming any employee in the public service.
4. Disorderly or immoral conduct.
5. Drunkenness.



6. Dishonesty and falsification of employment application.
7. Insubordination and willful violation of Employer's policies, rules, and procedures.

B. The Union, with the specific written consent of the employee, shall have the right to review the personnel file of an employee within the bargaining unit upon making the request to the administration of the school district. An employee, upon making request, shall have the right to review the contents of his/her own personnel file maintained by the Employer. Such review of personnel files must be done in the Board of Education Offices under the supervision of a designated school employee.

C. All letters of reprimand placed in an employee's file that address student safety and/or property damage shall be removed three (3) years after the date of the occurrence. All other letters of reprimand shall be removed from the employees file eighteen (18) months after the occurrence.

## **ARTICLE 12** **STEWARDS**

A. The employees shall 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 and whose names shall be furnished to the Employer in writing by the Union.

B. During their terms of office, the chief and the alternate stewards shall be deemed to head the seniority list for the purposes of lay-off and recall only, provided that they are qualified to do the required work. Upon termination of their term, they shall be returned to their regular seniority status.

C. The chief steward shall be supplied the following information within a newly hired employee's first week of employment: name, date of hire, social security number, address and assignment.

## **ARTICLE 13** **LEAVE OF ABSENCE**

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

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

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.

D. Whenever an employee shall become pregnant, she shall, by the end of her fourth (4<sup>th</sup>) month, furnish the Employer with a statement from her physician stating the approximate date of delivery and any restrictions on the nature of work that she may be able to do and the length of time that she may continue to work. She shall be allowed to work until such time as her physician would indicate that she should be granted a leave of absence. When she is required to interrupt her employment upon the advice of her physician, she shall immediately be granted a leave of absence. Normally an employee shall be expected to return to work three (3) months after delivery, unless a doctor's statement is furnished to the Employer establishing the fact that she is not able to return to work within that time period.

E. Employees disabled because of pregnancy may use sick leave for the period of time of actual disability. Further, it is understood that an employee opting to take a maternity leave as hereinafter provided without pay is not eligible for sick leave payment during the period of the unpaid leave of absence.

F. Anticipated Prolonged Disability – Any employee who can anticipate a prolonged disability (such as surgery, other confinement to home or hospital including maternity) shall notify his/her supervisor in writing at least thirty (30) calendar days in advance of the projected period of confinement. The notification shall contain the projected dates of confinement. It is understood that use of sick leave shall be only for the duration of the actual incapacity and the Board reserves the right of written verification and/or consultation with or from a physician.

G. Maternity Leave – A maternity leave shall be available to female employees who are pregnant upon the following conditions:

1. At least sixty (60) calendar days prior to the beginning of the leave, the employee shall apply to the Board if she wishes an unpaid leave.
2. The application shall be in writing and request specific beginning and ending dates of the leave.
3. The Board reserves the right to specify the beginning and ending date of the leave except the same shall not be in conflict with the doctor's statement of health.
4. The Board may grant up to one (1) school year of maternity leave renewable at the discretion of the Board.

5. Any maternity leave granted will be without pay, however, the employee, upon return from the leave, shall have all previous benefits of this Agreement restored to her, but shall not accumulate any benefits while on such leave.
  6. The provisions of maternity leave shall not exempt an employee from the provisions of the lay-off procedure contained in this Agreement except the Board shall not be required to give notice of lay-off for the duration of the maternity leave.
  7. If the employee does not return upon the expiration of the maternity leave, she shall conclusively be deemed to have resigned unless mutually agreed upon by the Board and the employee prior to said date.
  8. Employees returning from a maternity leave shall furnish medical evidence of their ability to perform their normal work assignments.
  9. Employees may make written application for extension of the maternity leave subject to the provisions of the initial request.
  10. An employee may make written application to the superintendent for reinstatement prior to expiration of the leave, provided that the employee provides the superintendent with written medical evidence of their ability to perform their normal work assignment. However, the Board of Education reserves the reasonable right to approve accelerated termination of maternity leaves on the basis of each individual case. The reasonable right of the Board will be grievable.
  11. An employee on maternity leave must have her current address on file in the superintendent's office.
- H. The reinstatement rights of any employee who enters the military service of the United States by reason of an act of 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.
- I. 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, provided such employee makes a written request for such leave of absence immediately upon receiving their orders to report for such duty.
- J. Any employee in the bargaining unit who is either elected or appointed to a full-time position or office in the Union whose duties require their absence from work, shall be granted a leave of absence for the term of such office or position.
- K. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the employee, and a copy sent to the Union.

L. An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay, except for pregnancy disability leave which shall be with pay, and the employee shall accumulate seniority during his/her leave of absence, and the employee shall be entitled to resume his/her regular seniority status and all jobs and recall rights. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the employee and the Employer.

## ARTICLE 14 GRIEVANCE PROCEDURE

### DEFINITIONS

- A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.
- B. The time elements in the steps may be shortened, extended or waived upon written mutual agreement between the parties.
- C. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all non-session school days.
- D. A grievance concerning alleged safety hazards may be processed directly to step three (3) of the grievance procedure.
- E. Any employee or union grievance which is not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee first became aware of the conditions giving rise to the grievance, unless, the circumstances made it impossible for the employee or the Union as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.
- F. 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. The failure of the Employer at any step level of the grievance procedure to communicate the decision on the grievance in writing to the Union within the prescribed time limits set forth in that step level of the grievance procedure shall require that the relief requested by the Union be granted.

### STEP ONE

- A. Any employee or the Union having a grievance shall discuss the grievance informally with his immediate 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 Union then may submit the grievance in writing to the immediate 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 or the Union shall meet with the immediate supervisor to discuss the grievance within five (5) working days of its written submission to the immediate supervisor.

B. The immediate supervisor shall give his decision in writing relative to the grievance within ten (10) working days of his meeting with the Chief Steward or Union.

C. If the decision of the immediate supervisor is not appealed within five (5) working days, his decision shall be considered settlement of the grievance.

#### STEP THREE

A. Any appeal of a decision rendered by the immediate supervisor shall be presented to the superintendent of schools within five (5) working days and the superintendent shall meet with a business representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason, or reasons, why the decision of the immediate supervisor was not satisfactory.

B. The superintendent of schools shall give his decision in writing relative to the grievance within five (5) working days of the meeting with the business representative of the Union.

#### STEP FOUR

A. Any appeal of a decision rendered by the superintendent shall be presented to the Board of Education within five (5) working days, and the Board shall meet with a business representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason, or reasons, why the decision of the superintendent was not satisfactory.

B. The Board of Education shall give their decision in writing relative to the grievance within ten (10) working days of the business representative's meeting with the Board of Education.

#### STEP FIVE

A. If the Union so requests, the Board or its representatives will meet further with the Union to consider fairly and in good faith any other methods of settlement.

B. The procedure herein provided shall not prohibit the Union or the Employer from recourse to the normal mediation provided by Michigan State Law.

**ARTICLE 15**  
**PAID LEAVE**

**SECTION 1 – SICK LEAVE**

A. Each employee covered by this Agreement will be entitled to paid sick leave at the rate of ten (10) days per year with a limit of seventy (70) days accumulation. A physician's statement may be required, and the physician shall be selected by the Board for verification of illness or injury. Sick days may only be used for a period of time an employee, the employee's spouse, or the employee's child is incapacitated due to an illness or injury.

B. Unused sick leave above seventy (70) days will be reimbursed at the rate of sixty percent (60%) of the daily rate with the maximum of ten (10) days reimbursable. Sick days accumulated beyond seventy (70) days prior to the effective date of this Agreement shall not be lost except by use.

**SECTION 2 – FUNERAL LEAVE**

A. The employee covered by this Agreement will be granted up to three (3) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to mean one (1) of the following: husband, wife, children, parents, brother, sister, grandparents, grandchildren, mother-in-law or father-in-law, or a spousal equivalent, which is defined as an individual with whom the employee covered by this Agreement shares a residence and a long-term (greater than two-year) relationship. Additional time off will be granted for necessary time to travel to distant states for funeral services. The day of the funeral and one day prior to the funeral shall be granted without any deduction being made from the sick leave bank, the remaining day shall come off the sick leave total.

B. In the event of the death of an employee of the Employer, funeral leave shall be restricted to a representative number of employees within the bargaining unit to attend the funeral, providing those attending are mutually agreed upon between the superintendent of schools and the chief steward.

**SECTION 3 – PERSONAL BUSINESS DAYS**

A. All employees covered by this Agreement shall be granted two (2) personal business days per year, not deductible from the employee's allowable earned sick leave. Personal business days are not accumulative. Unused personal business days shall be added to the sick leave bank.

B. Personal emergency and/or business days shall be defined as events that cannot be accomplished after the regular work day or on the weekends. Also, the employee will make every effort to complete their personal business on their own time.

Personal business days may not be taken prior to or after a school recess except in an emergency.

C. Requests for personal business days must be submitted to the Maintenance/Transportation Supervisor at least two (2) working days prior to the date being requested.

**ARTICLE 16**  
**JURY DUTY**

Employees requested to appear for jury qualification or service or subpoenaed as a witness in any case connected with the employee's employment of the school district, shall receive his/her pay from the Employer for such time lost as a result of such appearance or service less any compensation received for such jury service minus mileage.

**ARTICLE 17**  
**GENERAL INFORMATION**

**SECTION 1 – TAX SHELTERED ANNUITIES**

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

**SECTION 2 – DEDUCTIONS**

The Employer agrees to make available to all of the employees covered by this Agreement any payroll deduction services which are available through the school district such as savings bonds, credit unions and etc.

**SECTION 3 – CONTINUING EDUCATION**

The Employer agrees to pay the full tuition fee 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

**SECTION 4 – PHYSICAL EXAMINATIONS**

Bus drivers shall be given a physical examination at times, dates, and places to be determined by the Employer and conducted by a physician appointed by the Employer. The Employer shall pay for the cost of this examination.

**SECTION 5 – DRIVER LICENSING**

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

## SECTION 6 – MILEAGE

Bus drivers shall be reimbursed for all such miles driven to attend the state approved bus school at the regular rate and procedure as established by the Board. Bus drivers must go together to form a carload. Two (2) cars will be approved when the number attending exceeds six (6).

## SECTION 7 – ACT OF GOD

The Employer will schedule the days and hours of instruction as required by state law to qualify for full state aid. Bus drivers will be guaranteed work on all instructional days for the program being driven. Drivers shall receive their base rate of pay for the first three Act of God days that occur during a school year.

## SECTION 8 – STATE REQUIREMENTS

All drivers must meet state requirements as specified by the State of Michigan, including, but not limited to, Michigan's Pupil Transportation Act, MCL 257.1801, et seq. before they shall be allowed to operate a school bus, with such requirements to be met by any new driver within ninety (90) calendar days from their date of hire, with such verification as to the employee meeting those requirements to be furnished to the chief steward in writing.

## SECTION 9 – BUS STOPS

The bus drivers shall not be required to make a stop at a pick-up spot in the instance where there is either no passenger waiting or visibly approaching the assigned stop, provided the bus run is being made according to the established scheduled. The bus driver is required to make a stop at the designated pick-up spot when the bus is not running according to the established schedule.

## SECTION 10 – ABSENCE OF REGULAR DRIVERS

In the event that all of the substitute drivers are substituting on regular runs and there is the need to utilize the services of a substitute driver due to the absence of a regular driver, all such absences shall be rotated according to seniority among all of the regular drivers and substitute drivers in all such instances. When more than one (1) substitute driver is required on a given day, the driver who is eligible to drive that run, based on their seniority, shall be given their choice as to the run they desire to drive, based on their seniority. Drivers for this purpose shall be construed to include both regular and substitute drivers.

## SECTION 11 – BUS CERTIFICATION

The Employer shall pay tuition for each driver who attends the state required school for all bus drivers and reimburse each driver the same amount of the tuition for attending the school.



The Employer shall provide training to assist drivers in meeting the needs of handicapped students.

SECTION 12 – PAID RETIREMENT

The Employer agrees to pay the legally specified contribution to the Michigan Public School Employees Retirement Fund on the gross wages for each employee covered by this Agreement.

SECTION 13 – JACKETS/SHOES OR BOOTS

The Employer shall make an annual contribution of up to seventy (\$70.00). The District will contribute up to seventy dollars (\$70.00) towards a Madison School Bus Driver's jacket during even years (i.e. 2018-19) and contribute up to seventy dollars (\$70.00) towards a Madison School Bus Driver's shoes/boots during odd years (i.e. 2019-20) for each driver that has been an employee for at least one year. An Employee that fails to complete the balance of the school year shall reimburse the Employer for the cost of the jacket or shoes/boots prorated for each month the Employee fails to work after receiving the jacket or shoes/boots.

SECTION 14 – LONGEVITY

On the Employee's anniversary date, the Employer shall make annual longevity payments as follows to any driver that has not received a reprimand during the prior two years:

- \$55.00 for 5 years of service
- \$66.00 for 6 years of service
- \$77.00 for 7 years of service
- \$88.00 for 8 years of service
- \$99.00 for 9 years of service
- \$110.00 for 10 years of service
- \$165.00 for 15 years of service

SECTION 15 – TRAINING PRIOR TO SCHOOL

The Employer agrees to pay each driver two trip hours to attend a mandatory training prior to the start of each school year. The training will focus on expectations pertaining to the safe operation of a school bus including, but not limited to, pre-inspection and safe operation of each bus. The training will occur at a mutually agreed upon date and time and will not exceed two hours.

**ARTICLE 18**  
**HOURS AND WORK WEEK**

**SECTION 1**

- A. The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending one hundred twenty (120) hours thereafter.
- B. The normal work day shall be whatever would constitute the bus driver's normal daily bus run, except in the case of an emergency.
- C. Disciplinary Action for Students Riding Buses – Bus drivers shall report behavior of students detrimental to the safety of the bus operation in writing to the transportation supervisor using the School Bus Behavior Violation form provided by the Employer (Sample Attached). A duplicate copy of this report will be provided by the driver for the parents of the child. Upon receipt of the discipline report, the parent shall be required to contact the transportation supervisor and arrange an appointment to meet within twenty-four (24) hours with the transportation supervisor and the bus driver. Failure of the parent to attend such a meeting will result in the indefinite suspension of the child's privilege to ride the bus. A second discipline problem will result in a five-day suspension. When a child has been reported for four (4) validated discipline problems during one school year, that child will be suspended from the transportation system for the remainder of the school year. If a discipline problem is of a flagrant nature, the normal discipline procedures outlined above may be expedited as deemed appropriate by the administration.

**SECTION 2 – EXTRA TRIPS**

- A. A regular driver will drive the first hour on an extra run if the driver misses one regular run and will drive its first two hours on an extra run if the driver misses two regular runs to qualify for their daily rate. The extra pay rate begins after the hour or two hours depending on the runs missed.
- B. At the beginning of each school year, each employee shall indicate in writing to the Maintenance/Transportation Supervisor the employee's desire to be placed on either the ACTIVE or INACTIVE EXTRA TRIP LIST. An employee may be transferred from one of these lists to the other during the school year by submitting a written request to the Maintenance/Transportation Supervisor at least two (2) weeks prior to the effective date of the requested transfer.
- C. When extra bus runs are to be scheduled, the bus drivers shall be given a minimum of twenty-four (24) hours notice except for fan bus runs. The transportation supervisor will contact three bus drivers with the highest seniority on the active seniority list to be on stand by for the fan bus runs.
- D. All extra trips will be placed on a trip board with the time, date, destination, and group to be transported list. Extra trips will be selected at a meeting following the morning routes on the

last day of school in the week preceding the trips. Trip selection will begin with the driver at the top of the seniority list and rotate to the bottom of the seniority list until all trips are selected. Drivers not in attendance at the meeting shall be passed over for extra trips for that week unless they have an emergency or approved appointment and are excused by the Supervisor. If excused, the driver must leave a detailed list of trip choices. Trips shall not be traded unless there is an emergency and approved by the Supervisor. Drivers are required to drive trips they have selected. If there is a week with three or less trips, the bidding rotation for the following week shall start where the trip bidding left off in the current week. If there are four or more trips in a week the bidding, rotation for the following week shall start at the top of the seniority list. If a driver has a child or grandchild attending Madison School, the driver shall have first trip pick for field trips and merit trips their child or grandchild is attending. (Athletic trips are not included.) A driver may only have one first pick per week. All trips added to the list after trips were selected shall start at the top of the seniority list. A driver may not add a trip if it interferes with their previously selected trips.

E. If all the bus drivers on the active extra trip list refuse the extra bus run or runs, the Employer may require the least seniority employee or employees on the active extra trip list to take the extra bus run or runs, or the Employer may require that a probationary employee take the extra bus run.

F. When there would not be enough employees on the active trip list to meet the needs of the Employer, he may then require the least seniority employee or employees on the inactive trip list to take the extra bus run or runs.

G. A driver who signs the inactive extra trip list is still eligible to drive as a substitute on a regular bus run providing all drivers on the active trip list refuse the regular bus run.

H. A driver not allowed to wait at the site of an extra trip shall be paid two (2) hours at the hourly trip rate for each trip that is not returned to school by the driver. When a driver is required to return to the site of an extra trip to pick up passengers, the driver shall be guaranteed a minimum amount of time before being required to leave home for the return trip and shall be provided with a cell phone by which to be notified for the return trip.

I. A newly hired employee shall not be eligible for an extra trip for ninety (90) calendar days following date of hire.

J. Drivers who drive an extra trip shall be paid at the following rate for the term of the Agreement:

2018-2019	\$14.95 (3% wage adjustment)
2019-2020	\$15.25 (2% wage adjustment)
2020-2021	\$15.55 (2% wage adjustment)

During their first ninety (90) days of employment, drivers shall receive one dollar (\$1.00) per hour less on the extra trip rate.

K. The driver is to be paid from the time of departure on the extra trip until the driver returns from the assigned trip. Drivers will be paid at 1 ½ times the above rates for all hours driven on Sunday.

L. The Board will provide rooms and food for the drivers who take overnight trips and their regular day's wage in addition to the time they are being paid for driving the trip.

### SECTION 3 – BIDDING OF BUS RUNS

The Employer, prior to school starting, will post all daily runs with the approximate total miles of each run. Each driver will be allowed to apply for the route of his/her preference, and the routes will be assigned in descending order of seniority dates. New routes established during the school year shall be posted and awarded to the drivers with the most seniority who have bid on the route.

For the purposes of this Agreement, bus runs include those daily runs to and from the regional career and technical education center (LISD TECH Center) and other school sites established by the Employer. Each employee will be assigned to a single bus run during the term of employment. However, if a bus run(s) remains unfilled, drivers will have the opportunity to attain more than one bus run, in order of seniority, until a driver is hired to fill each run.

### SECTION 4 – FUELING/WASHING BUSES

Drivers will be paid their hourly rate for the time required to fuel their buses, and fifteen dollars (\$15.00) not to exceed once per week for washing their bus, when they are so requested by the Maintenance/Transportation Supervisor and when such fueling time extends their normal work day.

### SECTION 5 – CAREER AND TECHNICAL EDUCATION AND KINDERGARTEN RUNS

Bus drivers shall be paid the same rate as a daily run for career, technical education center and kindergarten bus runs.

### SECTION 6 – CALL BACK

In the event that a regular driver is called back onto the job to make a regular run, that driver shall be paid one-half (1/2) of his/her regular daily rate of pay.

### SECTION 7 – MEAL ALLOWANCE

A bus driver who is attending state approved bus school, or on an overnight trip, will be paid a meal allowance of up to five dollars (\$5.00) for lunch and up to eight dollars (\$8.00) for dinner providing the driver is required to be away from home during the regular lunch or dinner hour. The employees shall submit a receipt to the Employer for all such meal allowances, and the Employer shall reimburse the employee up to those specified amounts.

## SECTION 8 – TEACHER CONFERENCE AND EXAM DAYS

In the event that an employee is required to make three (3) runs instead of the normal two (2) runs due to the scheduling of teacher conferences or student exams on that day, that employee shall be paid one and one-half (1 ½) days pay for all such days.

## SECTION 9 – ADDITION OF PARTIAL RUNS

When it becomes necessary to regularly provide an additional bus run for either the Elementary School or the High School/Middle School, but not for both, the Employer shall have the option to hire an additional driver at one-half (1/2) the normal daily rate or to employ one of the current drivers to conduct the additional run at an additional salary equal to one-quarter (1/4) of his/her current daily rate. If a driver is assigned on a continuing basis to drive two (2) routes per day that driver shall be paid twice the base rate as established in Schedule A of this Agreement.

## SECTION 10 – JOB RELATED DUTIES

The driver who is required to perform job related duties which are not directly related to the driving of their regular run shall be reimbursed at the extra trip rate of pay for all such time.

## ARTICLE 19 HOLIDAYS

The employees covered by this Agreement shall receive their regular daily rate of pay for Thanksgiving, Christmas Eve, Christmas, New Years Eve, New Years Day and Good Friday.

## ARTICLE 20 STRIKE PROHIBITION

A. There shall be no strikes, lockouts, slowdowns, or other cessation of work, nor shall there be any sympathy strikes, secondary boycotts, or political strikers during the term of this Agreement.

B. Insofar as may be permitted by law, the Employer hereby waives any right that it may have to sue the Local Union or the International Union with which it is affiliated for damages resulting from any strike, boycott, slowdown, or cessation of work occurring during the period of this Agreement, which is participated in by any employees of the Employer.

1. If such strike has not been officially authorized by the Local Union or said International Union, in any such case, the Employer shall have the right to take disciplinary action against the employees involved, but the Union shall have the right, in its discretion, to subject such action as the Employer may take to the grievance procedure.

2. If such strike, boycott, slowdown, or cessation of work was caused by an act of the Employer, its agents, or of the supervisor, or supervisors of the employees involved, which act was deliberate and intentionally designed to provoke such strike, boycott, slowdown, or cessation of work, then the Employer shall reinstate all employees discharged as a result thereof and reimburse all employees for any wage loss by reasons of said foregoing strike, boycott, slowdown, or cessation of work.

**ARTICLE 21**  
**CLASSIFICATION AND COMPENSATION**

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

**ARTICLE 22**  
**BINDING EFFECTIVE AGREEMENT**

The Agreement shall be binding upon the parties hereto their successors, administrators, executors and assigns.

**ARTICLE 23**  
**SCOPE, WAIVER, AND ALTERATION OF AGREEMENT**

**SECTION 1**

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

**SECTION 2**

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

**SECTION 3**

If any article or section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be effected 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.

#### SECTION 4

The parties, upon mutual agreement, may amend this contract during the life of same, but neither party shall be obligated to consent to such an amendment.

#### SECTION 5

The written policies of the Board which apply to wages, hours, or working conditions shall remain in effect and, except as they may be superseded by express provisions of this Agreement, shall govern the employment of the employees with like effect as the express provisions of this contract except the Board reserves the right to promulgate new policies or modify existing policies but not in conflict with the express provisions of this Agreement.

### ARTICLE 24

#### TERMINATION AND MODIFICATION

- A. This Agreement shall continue in full force and effect until August 31, 2021.
- 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, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.
- C. If either party desires to modify or change this Agreement, it shall ninety (90) calendar days prior to the termination or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of this amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice. 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 shall be in writing and shall be sufficient if sent by certified mail to the Union: International Union of Operating Engineers, Local 324, 500 Hulet Drive, Bloomfield Township, MI 48302, and if to the Employer addressed to: Madison School District 3498 Treat Hwy., Adrian, MI 49221, or to any other such address the Union and Employer may make available to each other.

E. The effective date of this Agreement is September 1, 2018

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

MADISON SCHOOL DISTRICT  
BOARD OF EDUCATION  
LENAWEE COUNTY

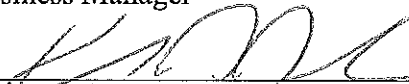
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ENGINEERS, LOCAL



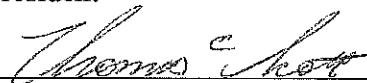
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SUPERINTENDENT



\_\_\_\_\_  
Douglas W. Stockwell  
Business Manager



\_\_\_\_\_  
Kenneth D. Dombrow  
President



\_\_\_\_\_  
Thomas C. Scott  
Recording-Corresponding Secretary

OCTOBER 15, 2018

Date

10-24-2018

Date

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Madisonbusdrivers.2018-2021.doc



**SCHEDULE A**  
**WAGE SCHEDULE**

<u>CLASSIFICATION</u>		<u>BASE RATE</u>
BUS DRIVER	<u>Term of the Agreement</u> 2018-2021	\$65.05/Daily Run (2018-19) \$66.36/Daily Run (2019-20) \$67.68/Daily Run (2020-21)

Drivers will receive a three percent (3%) increase 2018-2019 and a two percent (2%) increase 2019-2020 and 2020-2021, respectively during the Agreement.

During their first ninety (90) days of employment drivers shall receive two dollars (\$2.00) per day less on the daily rate. If a driver with twenty-five (25) years or more of service submits an appropriate written notice of retirement to the Employer, the driver shall receive an additional five dollars (\$5.00) per day for a maximum of one hundred eighty-four (184) work days from the date the retirement notice is provided.

Any driver who, beyond his/her two (2) personal days, uses five (5) or less sick and unpaid days shall receive a one-time two hundred fifty-dollar (\$250.00) stipend at the end of each year of the Agreement.

