

AGREEMENT

between

SWAN VALLEY SCHOOL DISTRICT

8380 OHern

and

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

500 Hulet Drive  
Bloomfield Township, MI 48302

BUS DRIVERS UNIT

**July 1, 2013 – June 30, 2016**

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## AGREEMENT

This Agreement is made and entered into by and between the Swan Valley School District Board of Education, Saginaw, Michigan, hereinafter referred as the "Employer" or the "Board" and the International Union of Operating Engineers, Local 324 – A, B, C, D, G, H, P, RA, S – AFL-CIO, hereinafter referred to as the "Union."

### ARTICLE I – RECOGNITION

#### Section 1.1                    Recognition

The Board recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours of employment and other terms and conditions of employment of all full time and regular part-time bus drivers; excluding all other employees. Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees.

#### Section 1.2                    Other Labor Organizations

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining with this bargaining unit, nor will the Employer make any agreements with any such organization or group for the purpose of undermining the Union.

### ARTICLE II - NON-DISCRIMINATION

#### Section 2.1                    Non-Discrimination

The Board and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices in the area of Civil Rights. Accordingly, both parties affirm by this agreement not to discriminate against any person or persons because of race, color, age, national origin, religion, sex, creed, weight, height, and handicap or disability, as those terms are defined by statute.

#### Section 2.2                    Union Membership Discrimination

The Union and the Employer agree that all employees will be treated in the same manner as it relates to the administration of the provisions of this agreement regardless of whether an employee is a member of the Union.

## ARTICLE III - BOARD RIGHTS

### Section 3.1                    General Board Rights

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

1.     The executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
2.     To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for their continued employment or their dismissal or demotion for just cause and to promote and transfer all such employees.
3.     To decide the services to be provided and the work and job duties to be performed by the bargaining unit and the manner of performing the work.
4.     To determine the number of hours worked and to determine the starting and quitting times of employees.
5.     To make and remake such reasonable rules and regulations not in conflict with this agreement as it may, from time to time, consider best for the purposes of maintaining order, safety and/or effective operation of the board's facilities and to require compliance by employees. The Union will be provided with a copy of the reasonable rules prior to the rules being implemented. In addition, subject to the Board's rights contained herein, each Bus Driver will be provided with any applicable handbook, rules and regulations related to transportation and the work to be performed by Bus Drivers.

### Section 3.2                    Exercise of Rights

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms 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 IV – REPRESENTATION

### Section 4.1            Steward

All employees covered by this agreement shall be represented, for the purposes of the grievance procedure, by a steward or an alternate steward to be selected by the Union.

### Section 4.2            Notification

The names of the Steward and the Alternate Steward shall be given in writing to the Employer and the Employer will not be obligated to recognize the Steward or Alternate Steward until the officers of the Local Union provide the notification as set forth herein.

### Section 4.3            Steward Activity

The Steward and the Alternate Steward shall conduct their union related activities in a manner that does not disrupt school operations or functions. Neither the Steward nor the Alternate Steward shall be paid by the Employer for time spent carrying out activities described in this article; except that in the event the employer schedules a meeting with an employee that requires that the employee have Union representation and the meeting is scheduled for the Employer's convenience and the meeting must be scheduled at a time when the Steward is otherwise scheduled to be working, the Employer agrees that the Steward will not lose time or pay for time spent attending the meeting.

### Section 4.4            Visitation

After notice and presentation of proper credentials to the Employer, officers or accredited representatives of International Union of Operating Engineers Local 324 may be admitted to the buildings of the school district to assist in the administration of the provisions of this agreement, provided such activity is not in areas of the buildings which would be detrimental to the management and function of the school, its students or its employees.

## ARTICLE V - GRIEVANCE PROCEDURE

### Section 5.1            Definitions

- (a) A grievance shall mean a complaint by an employee in the bargaining unit that there has been a violation, misinterpretation or inequitable application of a specific provision of this Agreement, except that the term "grievance" shall not apply to any matter to which a method of review is prescribed by law.
- (b) The primary purpose of the grievance procedure is to secure equitable solutions to grievances at the lowest possible level.

- (c) Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of the procedure. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration.
- (d) The following Grievance Procedure affords the sole and exclusive remedy for complaints and grievances under this Agreement.
- (e) Failure of an aggrieved party to appeal a decision at any level within the specified time limits herein set forth shall be considered as evidence of acceptance of the decision reached at that level.
- (f) The term "days" when used in this Article shall mean working days, exclusive of holidays, Saturdays and Sundays.

Section 5.2                      Procedure

- (a) An employee having a grievance shall take the matter up with his or her immediate supervisor, who shall attempt to resolve the matter consistent with the terms of the Agreement.
- (b) Any employee may request his or her immediate supervisor to call his or her steward to handle a specified grievance with the immediate supervisor. If the Steward has been requested, any discussion of the grievance shall wait for the Steward's arrival.
- (c) Grievances which are not settled with the immediate supervisor shall be reduced to writing on the appropriate form and signed by the aggrieved employee. The grievance shall specify the provision(s) of the Agreement alleged to have been violated and the remedy requested.
- (d) If additional time is considered necessary to properly investigate matters relative to the grievance at any step outlined below, such additional time may be granted only if mutually agreed upon between the Union and the Employer.

Step One

- (a) The grievance must be filed in writing with the Transportation Supervisor within ten (10) working days from the date circumstances arose or the date the employee should have know such circumstances existed.
- (b) The Steward and the Transportation Supervisor shall attempt to settle the grievance.
- (c) The Transportation Supervisor will answer the grievance within five (5) working days from the date it was filed in writing, unless extended by mutual agreement in writing. Such answer shall be final if not appealed within five (5) working days.



### Step Two

- (a) If appealed within the time limits, the grievance shall be presented to the Superintendent or his or her designated representative who shall arrange for a conference with a business representative of the Union in an attempt to settle the grievance.
- (b) Said conference shall be held within ten (10) working days from the date of receipt of appeal and will be scheduled at a time mutually agreeable to both parties.
- (c) The Superintendent or his or her designated representative shall answer the grievance in writing within ten (10) working days from the date of the conference unless extended by mutual agreement in writing.

### Step Three

- (a) Any appeal of the Superintendent's answer shall be presented to the Board within ten (10) working days from the date of the decision by the Superintendent or his or her designated representative.
- (b) The appeal shall be in writing and shall state the reason or reasons why the decision of the Superintendent or his or her representative was not satisfactory.
- (c) The grievance shall be placed on the agenda of a Committee of the Board scheduled to meet within a period of forty (40) days from the date of receipt of the appeal, and the representatives of the Union shall be advised in writing as to the time and place of the meeting. The Committee shall make their recommendation to the Board and the Board shall consider the matter at their next regular meeting.
- (d) The Board or its designated representative shall answer such grievance in writing within ten (10) working days from the date of the Board's action unless extended by mutual agreement.

### Step Four:           Arbitration

- (a) If the appealing party is not satisfied with the disposition of the grievance by the Board of Education and the appealing party wishes to appeal the matter further, the grievance must be submitted to arbitration by filing a Demand for Arbitration with the American Arbitration Association within thirty (30) calendar days from the date of the Board of Education's decision.
- (b) The selection of the arbitrator and the rules governing the arbitration proceeding shall as set forth in the American Arbitration Association's Voluntary Labor Arbitration Rules.
- (c) Each party shall be responsible for the expenses of the witnesses that they may call.

- (d) The Arbitrator's decision will be in writing and will set forth his or her findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator will be without power or authority to make any decision which would require the Board to act in a manner prohibited by law or which would require the violation of this Agreement. The Arbitrator shall have no authority to subtract from or modify any of the terms of this Agreement or written amendments thereto, or to specify the terms of a new agreement, or to substitute his judgment for that of either of the parties hereto. The Arbitrator's decision; provided it is otherwise consistent with this provision, shall be final and binding.
- (e) The fees and expenses of the Arbitrator shall be borne equally by the parties.

Section 5.3                      No Strike Pledge

The Union and the Employer recognize that strikes and other forms of work stoppages are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system.

Failure or refusal on the part of any employee to comply with this article could lead to disciplinary action up to and including discharge. The Employer agrees not to lockout employees for any cause whatsoever during the term of this Agreement.

**ARTICLE VI – SENIORITY**

Section 6.1                      Probationary Period

All new employees will be considered as probationary employees until they have been employed for ninety (90) regularly scheduled school days. After ninety (90) days of work, the employee will be considered a regular employee, and his or her seniority will start as of his or her date of hire. There shall be no seniority among probationary employees. A probationary employee may be disciplined or discharged without recourse to the grievance procedure.

Section 6.2                      Seniority List

When an employee acquires seniority, his or her name will be placed on the seniority list. An up-to-date seniority list will be made available to employees for their inspection by posting where practical or by a satisfactory equivalent method. If more than one employee acquires seniority at the same time, the person offered the position first has the most seniority.

Section 6.3                      Loss of Seniority

Seniority shall be severed for the following reasons:

- (a) If the employee quits.
- (b) If the employee is discharged for cause.
- (c) If the employee is absent without properly notifying the employer, unless a reason satisfactory to the Employer is given.
- (d) If the employee fails to return to work within three (3) working days after being notified to report to work and does not provide a reason satisfactory to the Employer.
- (e) If the employee fails to report for work following a recall from layoff as set forth in Section 8.3 of this agreement.
- (f) If the employee is on a leave of absence for any reason for a period of time that exceeds one (1) year.
- (g) If the employee is laid off for a continuous period equal to the individual's seniority accumulated at the time the lay off began or three (3) years, whichever is less.
- (h) If the employee loses his or her license (including applicable endorsements) or is otherwise determined by operation of law to be unqualified to drive a school bus.

Section 6.4                      Seniority While Outside the Unit

The bargaining unit seniority which an employee accumulated prior to the date the employee is assigned a supervisory position or other position outside of the bargaining unit shall be retained by the employee. No seniority shall be accumulated while working outside of the unit. Said employee shall have the right to exercise this seniority to return to an open position within the bargaining unit in the event the employee vacates his or her supervisory position or other position outside of the unit.

**ARTICLE VII - LAYOFF AND RECALL**

Section 7.1                      Order of Layoff

Employees shall be laid off and recalled according to seniority.

Section 7.2                      Notice of Layoff

In the event of a layoff, employees shall be given at least one (1) week notice of layoff unless circumstances beyond the control of the Employer prevent notice from being given.

Section 7.3                      Notice of Recall

The Employer shall provide notice of recall by certified mail, return receipt requested, to the employee's last known address. It will be the employee's responsibility to keep an accurate, current mailing address on file with the Employer. Recalled employees shall be given a minimum of ten (10) calendar days to respond after receiving the notice. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond as directed within the time frame allowed, as set forth in the notice of recall, shall be presumed to have resigned, and their name shall be removed from the seniority list.

Section 7.4                      Reduction of Hours

In the event it becomes necessary for the Board to reduce the regular work hours of any bus driver, the Board will provide the affected employee(s) with advance notice. Upon request, the Employer will discuss the reductions with the Union.

**ARTICLE VIII - ASSIGNMENTS AND FIELD TRIPS**

Section 8.1                      Assignments

Transportation runs will be assigned to bus drivers based upon the safety of students, the efficiency of the transportation system and driver seniority as set forth herein. Runs, as determined by Management, will be presented to drivers at a collective meeting before the start of school (normally around one [1] week before the start of school) and/or individually at other times during the school year as changes may be necessary. The meeting will be considered mandatory, and Bus Drivers will be paid their regular rate with a minimum of one (1) hour. Management retains the right to establish runs including starting and quitting times. When possible, assignments shall be made in a manner to avoid regularly scheduled overtime. However, runs, as determined by Management, will be offered to drivers on the basis of seniority with the highest senior bus driver selecting his or her runs before lesser senior drivers. Bus Drivers will be paid their regular hourly rate for the hours required to complete mandatory certifications or training, except for driver's license renewal which is set forth in Section 18.5 of this Agreement. Bus Drivers will also be paid one (1) hour per week at the employee's regular hourly rate for responsibilities involving fueling, cleaning and other non-routine bus driving related activity required by the Employer.

Section 8.2                      Field Trips

Field/athletic trip rotation will start in the fall with the top seniority driver and down the seniority list. All members of the bargaining unit shall be on the trip roster. When the field/athletic trip roster is posted, employees are required to fill in the YES or NO column. A blank in the column will be considered a NO. Any field/athletic trip that takes less than one (1) hour will be paid a minimum of one (1) hour of pay.

Field/athletic trips will be assigned by the Transportation Supervisor or his or her designee on a rotational basis according to an equalization of hours. Saturday hours will be equalized separately. Drivers may take a negative adjustment from their regular run for a field/athletic trip. Drivers will keep a record of their mileage before leaving the bus garage and ending mileage when they have returned to the lot. Drivers will take a student head count before leaving school for trips (field trips, sports, senior citizens, etc.) and will take a head count before leaving the point of destination. If a discrepancy in the number of students on the school bus occurs, the driver will consult with the teacher, coach or person in charge of the field/athletic trip for the determination of correct numbers of students on the school bus. If a field or athletic trip is canceled with less than two (2) hours notice, the driver will receive two (2) hours pay. If Management determines that a field/athletic trip will be a "drop off" and a "pick up" then the driver will be paid a minimum of two (2) hours at the regular hourly rate for the drop off and/or two (2) hours at the regular hourly rate for the pick up.

Section 8.3                      New Buses

New buses will be offered to drivers with the most seniority.

**ARTICLE IX - DISCIPLINE AND DISCHARGE**

Section 9.1                      Just Cause

The responsibility for the discipline and/or discharge of employees is vested entirely in the Board. Discipline and discharge of non-probationary employees shall only be for just cause. Non-probationary employees shall have the right to file a grievance. The causes which shall be considered sufficient for discharge, suspension or other disciplinary action include, but are not limited to, the following:

- (a) Intoxication on the job or other impairment due to the use of drugs or alcohol. Impairment shall be considered to include any detectable (by testing) level of alcohol or other illegal drug.
- (b) Insubordination or other refusal to follow a direct order of management.
- (c) Willful violation of known work rules including safety rules known to the driver or as set forth in this Agreement.
- (d) Poor attendance or other failure to appear for work at an employee's designated starting time able and prepared to perform the employee's assigned work.
- (e) Demonstrated lack of ability to perform assigned work
- (f) Negligence in the operation of a school bus or any involvement in a serious accident where negligence is evident.

- (g) Any action considered a violation or a prohibition set forth in the Safe Schools Law, Act 130 PA 2005, as amended.

Section 9.2                    Progressive Discipline

In appropriate cases, the Employer shall use progressive disciplinary practices which may include verbal warning, written warning, suspension or discharge. In cases of serious offenses, the Employer may skip any of the above steps and issue discipline appropriate to the misconduct. The Employer may also suspend employees without pay pending completion of an investigation.

Section 9.3                    Notice of Discipline

When the Employer determines that disciplinary action is warranted, such action must be initiated as soon as reasonably possible following the time the Employer becomes fully aware of the conditions or events leading to discipline and completes its investigation. Disciplinary action shall be in writing and a copy shall be provided to the Union, unless the employee requests that a copy not be provided to the Union.

Section 9.4                    Union Representation

In the event an employee is called into a meeting with the Employer where the Employer is investigating the employee and the results of the investigation may reasonably lead to disciplinary action, the employee may request the presence of a Steward (or alternate Steward if the Steward is unavailable). If a request is made, further questioning shall not occur until the Steward or Alternate Steward is present.

Section 9.5                    Probationary Employees

Probationary employees shall not have recourse to the grievance procedure for any disciplinary action taken against them.

**ARTICLE X - PAID LEAVES**

Section 10.1                    Form of Insurance

Sick days are a form of insurance and not a form of compensation and shall not be abused. The purpose of sick leave shall be to protect employees when they become ill.

Section 10.2                    Accumulation

Each new school year, employees in the bargaining unit shall receive nine (9) paid sick days and three (3) paid personal days accumulative up to five hundred and fifty (550) hours (retirement cap is at three hundred and sixty [360] hours).



If a personal day is not used, it shall be added to the employee's accumulated sick leave. A day, for purposes of this section, refers to the number of hours an employee is normally scheduled to work in a day. The Employer shall provide the employees with reasonable notice of their sick leave accumulation at least once per year within two (2) months of the beginning of school in September.

Section 10.3                    Use of Sick Days

If an employee is sick and cannot report for work, he/she shall call the Transportation Supervisor or his/her designee to notify them of their illness at least one and one-half (1-½) hours before the start of their scheduled work day; except in cases of true emergency. Sick days are to be interpreted as follows: personal illness or the physical care of a member of the employee's immediate family or another legal dependent.

The Superintendent or his or her designated representative may request reasonable verification of illness where the Superintendent or his or her designated representative feels that it is appropriate. Any employee who willfully misrepresents the facts pertaining to an absence for the purpose of qualifying for sick leave benefits under the provisions of this article shall forfeit all benefits or rights accrued under the provisions of this Article, and such misrepresentation may constitute grounds for disciplinary action up to and including discharge.

Section 10.4                    Use of Personal Days

The personal leave days may be used for urgent, necessary, legal business, household or family matters which require absence during regular bus driving hours.

Section 10.5                    Application for Personal Day

Application for personal leave must be made at least two (2) days prior to the time required for such leave (except in case of emergency). In case of emergency or sickness, the driver must call the transportation office or the transportation supervisor at least two (2) hours prior to the start of the run.

Section 10.6                    Payment upon Retirement

Upon retirement, a driver who has at least ten (10) years of service with the Employer will be paid for his or her accumulated but unused sick days (to a maximum of three hundred sixty [360] hours) at the rate of seven dollars and fifty cents (\$7.50) per hour up to the three hundred sixty (360) hour maximum. After twenty (20) years of service, the maximum payout shall increase to four hundred (400) hours at the rate of seven dollars and fifty cents (\$7.50) per hour.

Section 10.7                    Funeral Leave

Employees shall be allowed up to four (4) days paid leave-to cover absences related to the death of a parent, child, step-child, spouse or sibling.

Employees shall be allowed up to two (2) days leave to cover absences related to the death of a grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, or brother-in-law. The employee must, however, in any case, attend the funeral or memorial service.

**Employees must use sick time for any other family members.**

## **ARTICLE XI - UNPAID LEAVES OF ABSENCE**

### Section 11.1            Illness Leave

A leave of absence without pay will be granted for periods of time not to exceed one (1) year for personal physical or mental illness, subject to medical documentation. Such additional time off, in excess of one (1) year must be approved by the board.

### Section 11.2            Child Care

Leaves of Absence for up to one (1) year may be granted for the purpose of child care. Except in cases of emergency, an employee will request the leave of absence in writing at least thirty (30) days before the start of the leave.

However, in the case of a birth or adoption of an infant child, the commencement of said leave will begin no later than the date of the adoption or the medical recovery from the birth. The employee may request a return to work prior to the anticipated termination of the leave because of a change in circumstances. The employee shall be returned to his or her former position or to a similar position.

### Section 11.3            Requests for Leave

All requests for leaves of absence shall be in writing, stating the reason for the leave and the approximate length of the leave requested. In non-emergency situations, thirty (30) days prior notice shall be given. Leaves may be granted at the discretion of the Board for reasons other than those listed above when they are considered beneficial to the Board. An extension of any leave of absence may be granted at the discretion of the Board.

### Section 11.4            Failure to Return Following a Leave

Any employee who does not report back to work by the expiration date as set forth in his or her leave of absence notice, or who does not receive an approved extension, except as provided herein, will be considered to have terminated his or her employment.

### Section 11.5            Extensions

Leaves of Absence under this provision may be extended upon written application of the employee submitted prior to the expiration date of the leave. No extension will be effective until approved by the Board.



**ARTICLE XII - JURY DUTY**

Section 12.1            Jury Duty

An employee who is summoned for and reports for jury duty, as prescribed by applicable law, shall be paid by the Board in an amount equal to the difference between the amount of wages the employee would otherwise earn by working straight time hours for the Board on that day and the daily jury fee paid by the court (not including travel allowance or reimbursement for expenses) for each day of jury duty.

Section 12.2            Conditions

In order to receive payment, the employee must give the Board prior notice that he or she was summoned for jury duty and must furnish satisfactory evidence that he or she reported for or performed jury duty on the days for which he or she claims payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty. Employees shall report for their regular assignment when jury duty is one-half (½) day or less.

**ARTICLE XIII – INSURANCE**

Section 13.1            Life Insurance

All employees covered by this agreement shall receive fifteen thousand (\$15,000.00) term life insurance or death benefit at the discretion of the Board.

**ARTICLE XIV – COMPENSATION**

Section 14.1            Hourly Rates

All employees covered by this agreement shall be paid on an hourly basis. Employees will be compensated for all hours worked during a pay period. All regular drivers will have the option of receiving their pay over twenty-six (26) pay periods. "Special Runs" are limited to Special Education runs and Kindergarten runs and does not include "nuisance" runs.

**2013-2014**

Regular Rates		Special Runs	
Probation	\$13.81	Probation	\$13.81
First Year (After Probation)	\$14.33	First Year (After Probation)	\$14.33
2 to 5 Years	\$15.44	2 to 5 Years	\$16.40
6 to 9 Years	\$15.93	6 to 9 Years	\$16.88
10 to 15 Years	\$16.40	10 to 15 Years	\$17.35
Over 15 Years	\$17.35	Over 15 Years	\$18.41

Field Trips Two dollars (\$2.00) per hour less than regular rates for all field trips Monday through Friday and two dollars (\$2.00) per hour less than the Special Run rate for all field trips on Saturdays, Sundays, and holidays.

2013-2014 A \$200.00 Off Scale Stipend shall be paid to all members of the group.

2014-2015 Wage Reopener

2015-2016 Wage Reopener

Section 14.2            Overtime

Employees will be paid at the rate of time and one-half their regular rate for all actual hours worked over forty (40) hours in a week.

Section 14.3            Field Trips

Field trips shall be considered all trips outside of the regular schedule and assigned under Section 9.2. Employees will be paid the field trip rate for all time attributable to field trips as set forth above.

Section 14.4            Emergency Closing of School

Employees will not be paid for days they do not work except as provided herein. If it is determined that school will be closed because of unsafe driving conditions due to inclement weather or other events beyond the control of the school district where the administration has determined that school should not be held, every attempt will be made to contact or notify drivers prior to their normal departure time. Employees will be paid their applicable rate of pay for hours they are normally scheduled to work on days school is closed under this provision where the school district is not required to make up the time or reschedule the school days.

Section 14.5                    Early Dismissal of School

Employees will keep the Transportation Supervisor advised of where the employee will be if not at home.

Section 14.6                    Late Calling of School

If school is called late and drivers are not contacted and they report to the bus garage, the driver(s) will be paid one (1) hour at his or her regular rate. This provision does not apply to days where employees receive pay under the provisions of Section 15.4.

Section 14.7                    Meal Reimbursement

Drivers assigned to out of town trips shall be reimbursed for meals upon receipt of appropriate documentation (receipts), up to the following amounts. Reimbursement shall otherwise be according to Board policy.

Breakfast:     \$5.00  
Lunch:           \$7.00  
Dinner:         \$10.00

**ARTICLE XV - HOLIDAYS**

Section 15.1                    Recognized Holidays

The following Holidays shall be recognized by the Employer and employees shall be given the day off, without loss of pay, subject to the conditions set forth below:

Thanksgiving                  Day after Thanksgiving  
Good Friday                    Memorial Day

Section 15.2                    Eligibility

An employee must be a regular (not a substitute) bus driver as of the date of the holiday in order to qualify for holiday pay. An employee must also have worked and been paid for their last scheduled work day prior to the holiday and the first scheduled work day after the holiday, in order to qualify for holiday pay. Employees off sick on the holiday, the day before or the day after the holiday, may be required to submit medical proof of illness.

## ARTICLE XVI – SAFETY

### Section 16.1            General Safety

The Employer will take reasonable measures in order to prevent and eliminate any actual job hazards which the employees may encounter at their place of work as set forth in applicable state and federal laws related to safe workplaces. It shall be the responsibility of each employee to report any unsafe condition to the Transportation Supervisor. Employees shall also be responsible for complying with all known safety rules and procedures as well as those rules and procedures set forth in this agreement.

### Section 16.2            Bus Headlights

Bus headlights and clearance lamps (CLPS) will be activated when the bus is on the road for all driving.

### Section 16.3            Bus Repair (PRE-TRIP) Forms

Employees are required to make pre- trip safety checks according to the approved Swan Valley District pre-trip inspection form. A pre-trip form is to be completed on every bus before it leaves the lot. An inspection form is to be completed, and if there are repairs needed, the bus driver will write out what needs to be done. The driver will keep the original (white copy). The yellow and pink copy will be given to the bus mechanic or filed in the appropriate place.

### Section 16.4            Strobe Lights

Strobe lights will be used in inclement weather such as fog, blowing snow, and conditions that hamper visibility. The purpose of the strobe lights is to increase visibility of buses and improve bus safety in inclement weather.

## ARTICLE XVII - GENERAL PROVISIONS

### Section 17.1            Drug Testing

All employees covered by this agreement shall be required to comply with all applicable drug testing rules and procedures. Employees will be paid a minimum of two (2) hours for random drug testing. If testing interferes with a kindergarten run, the driver will be paid for the kindergarten run. An employee required to attend to post accident drug testing will be paid for all hours they are required to attend the testing.

Section 17.2            Physical Exams

Bus driver physical exams are required, by Michigan law, on an annual basis. Physical exams performed by the Board's designated physician shall be paid for by the Employer. In the event an employee chooses to have the exam performed by a physician of their choosing, the Board's only obligation shall be to pay up to the amount charged by the Board's designated physician.

Section 17.3            Mileage

Employees who are required to drive their personal automobiles in the course of their employment, will be reimbursed mileage at the rate established by the Board of Education and applicable to other employees of the school district.

Section 17.4            Meetings

All meetings will be posted as mandatory or voluntary. All employees must attend mandatory meetings. All mandatory meetings will be paid a minimum of one (1) hour at the regular hourly rate.

Section 17.5            License Renewal and Certification

Employees are required maintain their drivers license with all appropriate and required endorsements. Drivers will be reimbursed for the amount over and above the cost of a regular license or a regular license renewal.

Section 17.6            Break Room

The Employer will provide a break room including reasonable access to a telephone and computer for purposes of school business and rest room facilities.

Section 17.7            Legal Invalidation

If any provision of this Agreement is determined to be invalid under federal or state law or by any tribunal of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

The parties shall enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such invalidated provision.

Section 17.8            Complete Agreement

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

Section 17.9

Bus Driver Liability

In the event that a bus driver is named as a defendant in a civil law suit concerning any matter arising out of the bus driver's employment with the Swan Valley School District where the bus driver was acting within the scope of his or her employment and where the lawsuit has been filed by an individual other than another employee of the School District, the matter shall be referred to the Board of Education for consideration of whether the School District shall defend the bus driver and provide legal representation. Such consideration shall be made after consideration of whether the bus driver has violated any applicable state, local or federal statute or regulation and whether the bus driver has violated any School District rule, policy or regulation. The School District shall not be required to defend or provide legal representation in any case where the civil law suit alleges that the bus driver's conduct amounted to gross negligence and where the School District has determined that there is probable cause to believe that the bus driver engaged in gross negligence. In the event the School District determines that it will proceed to provide legal representation, the School District shall not be precluded from conducting its own investigation into the conduct of the bus driver and determining whether the bus driver should be disciplined under the rules of the Employer and this agreement.

**ARTICLE XVIII - TERMINATION AND MODIFICATION**

Section 18.1

Duration

This agreement shall be effective as of July 1, 2013, and shall continue in full force and effect until June 30, 2016. No extension or modification of this Agreement shall be binding unless reduced to writing and signed by the parties.

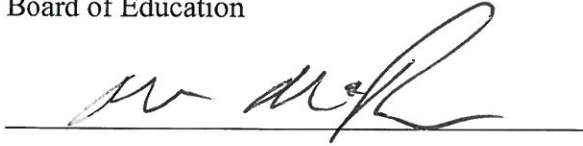
Section 18.2

Notification


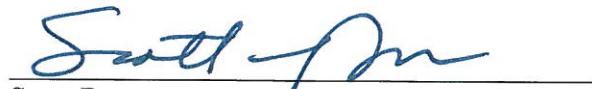

If either party desires to renegotiate this Agreement they shall give the other party written notice to that effect no less than sixty (60) days prior to the expiration date of this Agreement. In any event, this Agreement shall not be extended beyond its expiration date except by written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and representatives.

Swan Valley School District  
Board of Education



International Union of Operating Engineers  
Local 324 A, B, C, D, G, H, P, RA, S-AFL-CIO

  
Douglas W. Stockwell,  
Business Manager  
Scott Page,  
President  
Thomas Scott,  
Recording-Corresponding Secretary