

**AGREEMENT**

**between**

**REESE PUBLIC SCHOOL DISTRICT**

**and**

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

**BUS DRIVERS**

**Reese Public Schools  
Reese, Michigan**

**Language & Salary**

**JULY 1, 2010- JUNE 30, 2011**

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**BUS DRIVER AGREEMENT**

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**and**

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**AGREEMENT**

Entered into this 5th day of June, 2010 between the Board of Education of the REESE PUBLIC SCHOOL DISTRICT, hereinafter referred to as the "Board," and the INTERNATIONAL UNION OF OPERATING ENGINEERS, Local 324, AFL-CIO, hereinafter referred to as the "Union".

**ARTICLE I**

**PURPOSE**

The purpose of this Agreement is to set forth wages, hours and working conditions and promote orderly and peaceful labor relations for the mutual interest of the Board, the employees and the Union.

**ARTICLE II**

**NON-DISCRIMINATION**

The Board 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 not to discriminate against any person or persons because of race, creed, color, age, sex or national origin.

**ARTICLE III**

**RECOGNITION**

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Board recognizes the Union as the sole and exclusive bargaining agent for all members of the unit which includes all bus drivers; but excluding all administrators, supervisors, professional, clerical, cafeteria, maintenance, custodial and all other employees.

**ARTICLE IV**

**UNION SECURITY AND CHECK-OFF**

- A. It shall be a condition of employment that all employees of the Board covered by this Agreement:

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1. Become members of the Union on or before the thirty-first (31st) day following the effective date of this Agreement, on or before the thirty-first (31st) day following the beginning of their employment with the Board; or
  2. Execute an authorization for the deduction of a service fee equivalent to the dues of the Union or before the thirty-first (31st) day following the effective date of this Agreement, or on or before the thirty-first (31st) day following the beginning of their employment with the Board.
- B. The Union agrees that it will treat all employees in the same manner with respect to the provisions contained within Section A of this Article.
- C. In the event that the Union refuses to accept any employee hired by the Board as a member, said employee may continue employment for the School District.
- D. Either party to this Agreement shall have the right to reopen negotiations pertaining to the provisions of this Article if provisions of this Article are deemed illegal under applicable laws by sending written notification to the other party thirty (30) days from the date of such legal determination.
- E. The Board shall have no responsibility for the collection of initiation fees, membership dues and special assessments of any other deductions not in accordance with this provision.
- F. A properly executed authorization form for check-off of dues or initiation fees must be received by the Board from the employee for whom the Union membership dues is being deducted before any payroll deductions are made. Deductions shall be made thereafter only after authorization for check-off forms have been properly executed and are in effect.
- G. Check-off under all properly executed forms shall become effective at the time the application is tendered to the Board or its designated representative and shall be deducted in equal amounts from the first two (2) pay periods of the month and each month thereafter throughout the term of this Agreement.
- H. Such dues, service fees and initiation fees as deducted shall be forwarded to the Union no later than the fifteenth (15th) day of the month following the month in which they were deducted.
- I. An employee shall cease to be subject to check-off deductions beginning the month immediately following the month in which he/she/she is no longer a member of the bargaining unit. Local 324 will be notified by the Board or its designated representative of the names of such employees.
- J. The Board shall not be liable to the Union by reason of the requirement of this Article for the remittance or payment of any sum other than that constituting the actual

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deductions made from wages by employees.

ARTICLE V

**NO STRIKE**

The Union and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the School 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 shall be cause for immediate dismissal.

ARTICLE VI

**BOARD RIGHTS**

- A. The Board, on its own behalf and behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To 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 the conditions of their continued employment or their dismissal or demotion; and to promote and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by 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 specific and express terms of the Agreement and then only to the extent such specific and express terms thereof are in conformance with the Laws and Constitution of the State of Michigan and of the United States.
- C. The parties agree that this contract 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 writing and signed by the parties as a supplement to this Agreement.

ARTICLE VII

DISCIPLINE AND DISCHARGE

- A. The Board agrees to submit written notification of any discipline or discharge of a permanent employee to the Chief Steward within five (5) working days from the date of such disciplinary action. Misconduct may be grounds for applying the following corrective disciplinary measure.

FORMS OF DISCIPLINE

1. Verbal or Oral warning (must be documented in writing.)  
If no reoccurrence of offense removed after 12 months
2. Written warning or Written Reprimand  
If no reoccurrence of offense removed after 12 months
3. Suspension without Pay – If no reoccurrence of offense removed after 36 months
4. Discharge – not removed

- B. Should said employee consider such discipline or discharge to be improper, the matter may be referred to the Grievance procedure.

1. The discipline or discharge of any probationary employee shall not be subject to the Grievance Procedure.

- C. Rules and regulations shall be adopted by the Board and made available to all employees. The following rules and regulations as adopted by the Board are currently in effect; however, additional rules or current rules may be adopted or modified periodically as conditions warrant.

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. In competency or inefficiency;
6. Insubordination;
7. Bringing intoxicants or narcotics into or consuming intoxicants or narcotics on any school property, or reporting for work under the influence of intoxicating liquor or narcotics in any degree whatsoever;
8. Neglect of duty;



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9. Negligence or willful damage to public property, waste or misappropriation of public supplies or equipment;
  10. Violation of any lawful regulation or order made by the Board or its designated representative, except for safety, i.e. brakes, lights and steering in which case if a driver refuses to drive and the Board's representative checks the defect and finds it okay, then upon a written order from the Board's representative and the driver will drive the bus in question;
  11. Willful violation of any provisions of this Agreement;
  12. Deliberate falsification of records and reports;
  13. Violation of CDL laws.
- D. All dismissals and suspensions shall be without pay and no suspension shall be effective for a period of more than ten (10) days without the approval of the Board or its designated representative.

### ARTICLE VIII

#### SENIORITY

- A. A new employee will be considered as a probationary employee until he/she has been employed continuously for four (4) months or more, which must include a minimum of (40) hours of driving time during the months of December through March and until he/she completes Bus Driver Training School. After completion of the probationary period, the employee will be considered as a regular employee and the driver's seniority will start as of the driver's date of hire. The purpose and intent of this provision is to allow observation of a driver under this type of adverse driving condition.
- B. An up-to-date seniority list shall be made available to each employee covered by this Agreement on or about July 1st of each year and such list shall contain the employee's date of hire and classification.
- C. Seniority shall be broken for the following reasons:
  1. If the employee quits;
  2. If the employee is discharged;
  3. If the employee is absent without properly notifying the Management, unless a satisfactory reasons is given;

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4. If the employee fails to return to work within three (3) working days after being notified to report to work and does not give a satisfactory reason;
  5. If the employee is laid off for a continuous period equal to the seniority he/she had acquired at the time of such layoff period;
  6. If the employee retires.
- D. Employees shall be laid off and recalled according to their seniority in their classifications. An employee on scheduled layoff shall have the right to displace a lesser seniority employee who is in a classification previously held by the employee, provided the seniority employee is qualified to hold the position held by the employee. Any driver who is laid off will have top priority as a substitute driver for regular runs providing he/she is available for the run in question.
- E. Laid-off or discharged probationary employees shall not have recourse to the terms of this Agreement.
- F. Seniority shall continue to accumulate for an employee who is transferred to a supervisory position.
- G. Any employee in the bargaining unit elected or appointed to full-time office in the Union whose duties require the driver's absence from the drivers work shall be granted a leave of absence without pay for the term of such office and shall accumulate seniority during the driver's term of office.
- H. During the driver's term of office, the Chief Steward shall be deemed the head of the seniority lists for the purpose of layoff and recall only, provided he/she is qualified to do the required work. Upon termination of the driver's term of office, he/she shall be returned to the driver's regular seniority status.
- I. Employees are required to submit notification of termination at least two (2) weeks in advance.

### ARTICLE IX

#### NEW JOBS

- A. The Board shall have the right to establish, evaluate, and change obsolete jobs providing such action on the part of the Board shall not be directed toward reducing the rate of job in which no substantial change in the job 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 Board has the right to develop and establish such new or revised job description, specifications and classification, rates of pay and to place them into effect. Whenever new buildings or job is made operational, the Board shall establish the job description.

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- B. The Board will notify the Union of such new or changed job and will, within thirty (30) days after such new or changed job is established, meet with the Union to negotiate the rate and classification.
- C. Occasional needs for a bus driver during the school hours of under thirty (30) minute duration may be filled by any bus driver in this bargaining unit at the discretion of the Director of Transportation. If no bargaining unit bus drivers are available, the Director of transportation may assign anyone. These assignments shall not affect the run rotation.

### ARTICLE X

#### LEAVES OF ABSENCE

- A. Sick Leave
  - 1. At the beginning of the school year, each full-time employee will be entitled to eight (8) sick leave days to a total accumulation of one hundred ten (110) days.
  - 2. All requests for sick leave must be submitted to and approved by the Superintendent or the drivers designated representative.
  - 3. The Board at any time at its expense may require an employee to submit to an examination by an independent physician.
  - 4. Sick leave days accumulated prior to any approved leave of absence without pay shall be held in reserve pending the return of the employee from such leave.
  - 5. Employees who leave employment of the School District except on an approved leave of absence shall forfeit all of their unused sick leave accumulation and such time shall not be restored if any employee should later by re-employed by the Board.
- B. Emergency Leave
  - 1. Leave time which shall be deducted from sick leave accumulation shall be granted at the discretion of the Superintendent or the drivers designated representative for the following reasons:
    - (a) Quarantine because of exposure to contagious disease which could be communicated to her employees or pupils. An approval of a physician must be presented for the entire period of absence.
    - (b) Death of close associate, relative or co-worker.

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(c) Illness in the immediate family. The immediate family shall include mother, father, husband, wife, child, grandchild, adopted child, step-child, grandparents.

2. Leaves of absence with pay, not deductible from the employee's sick days, shall be granted for the following reasons:

(a) A maximum of three (3) calendar days per incident for death in the immediate family. Additional days may be requested in writing to the Superintendent. Personal or no pay days may be used if the request is granted.

(b) Immediate family shall be defined as spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, brother/sister-in-law, grandfather, grandmother, grandchild, stepmother and stepfather.

**C. Personal Business:**

1. Employees will be entitled to not more than three (3) days each year for personal business. Personal business days may not be used during the first and last two (2) weeks of the school year or to extend a holiday, school recess or vacation.

2. Such time shall not be deducted from the employee's accumulated sick leave unless more than three (3) days for personal business is approved by the superintendent, these additional days will be deducted from sick leave.

3. An application for personal business leave shall be submitted to the Superintendent or the drivers designated representative in writing at least two (2) days in advance (except in the event of an emergency when a shorter notice may be acceptable.) A maximum of two (2) drivers shall be permitted to be absent for personal business on a given day. Applications for personal business days shall be processed in order of receipt in the superintendent's office. In the event of ties seniority shall prevail. Employees may not submit applications for personal business days prior to the first paid day of the school year.

4. At the end of each school year, any unused personal business days shall be converted to sick days and placed in employee's accumulated sick leave.

**D.** Records of sick leave accumulation shall be made available to the employee and the Union once a year at the beginning of the school year.

**E.** An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work shall be given a

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leave of absence without pay and without loss of seniority and for the duration of such disability but not to exceed the length of the drivers seniority or three (3) years, whichever is the least, provided he/she promptly notifies the Board of the necessity therefore and provided further that he/she supplies the Board with a certificate as often as requested 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 Board.

- F. Leaves of absence without pay shall be granted for reasonable periods not to exceed one (1) year of time for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children or parents living in the same house.
- G. Leaves of absence without pay shall be granted for reasonable periods not to exceed one (1) year of time for training related to an employee's regular duties in an approved educational institution.
- H. An employee shall be granted a pregnancy leave of absence which shall not exceed nine (9) months and in such case the employee shall immediately notify the Board of the pregnancy. The Board then may request periodic verification of the health of the employee in relation to the performance of the employee's normal job duties. When the medical verification of the physician would not allow the employee to continue in her normal job function because of such pregnancy, the employee shall then be granted a leave of absence for the duration of the pregnancy with all job and recall rights.
- I. 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.
- J. Leaves of absence without pay 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 employees make written requests for such leaves of absence immediately upon receiving their orders to report for such duty.
- K. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested and a copy shall be sent to the Union. Leave may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Board.

Days without pay may be granted with the approval of the superintendent. These days must be requested in writing at least five (5) days in advance of the requested time. A maximum of two (2) drivers shall be permitted to be absent on a given day. Applications for unpaid days shall be processed in order of receipt in the superintendent's office. In the event of ties seniority shall prevail. Employees may not submit applications for personal business days prior to the first paid day of the school

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year.

- L. Use of any of the above by any employee under false pretenses shall subject the employee to disciplinary action up to and including discharge.

ARTICLE XI

GRIEVANCE PROCEDURE

A. Definition

- 1. 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 as to which a method of review is prescribed by law.
- 2. As used in this Article the term "employee" may mean a group of employees having the same grievance.

B. Procedure

- 1. An employee having a specific grievance shall present it orally to the Director of Transportation.
- 2. If the grievance is not settled orally, it shall be reduced to writing and presented to the Director of Transportation within ten (10) working days of the act or condition that caused the grievance specifying the specific provision of the contract that is allegedly violated, the remedy requested and signed by the aggrieved.
- 3. The Director of Transportation will answer such grievance within five (5) working days from the date it was filed in writing unless extended by mutual agreement in writing.
- 4. Unless appealed in writing to the next step within five (5) working days, such answer shall be final.
- 5. If appealed, the grievance shall be presented in writing to the Superintendent who will arrange for a conference with the Chief Steward and/or the alternate Steward in an attempt to settle the grievance. In addition, the Business Representative may also be present.
- 6. 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 agreed to.

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7. The Superintendent or the drivers designated representative shall answer such grievance in writing within ten (10) working days from the date of the conference unless extended by mutual agreement in writing.
8. Any appeal of a decision rendered by the Superintendent shall be presented to the Board 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.
9. Said conference shall be held within ten (10) working days from the date of receipt of appeal unless extended by mutual agreement.
10. The Board of its designated representative shall answer such grievance in writing within ten (10) working days from the date of the conference unless extended by mutual agreement.
11. If in the event a grievance is not satisfactorily settled at the above step within fifteen (15) days of such decision, either party may submit the grievance to binding arbitration. If in the event the parties are unable to agree on the arbitrator within seven (7) working days from the date of appeal, the appealing party may within fourteen (14) days from the date of the appeal submit the grievance to the American Arbitration Association for the selection of an arbitrator in accordance with their rules.
12. The jurisdiction of the arbitrator shall be limited to grievances arising out of the interpretation of application of this Agreement or any written amendments thereof or supplements hereto. The arbitrator shall have no power to alter, add to, subtract from or modify any of the terms of this Agreement for any written amendments hereof or supplements hereto or to specify the terms of a new agreement or to substitute the drivers discretion for that of the parties hereto or to assume any of their functions or responsibilities. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents relating thereto to the parties without decision. The per diem fees of the arbitrator shall be borne by the party who loses the arbitration. If the award and report is not clearly in favor of one party or the other, then the per diem fees of the Arbitrator shall be shared equally by the parties.
13. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

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ARTICLE XII

HOLIDAYS

- A. Providing they are paid for the last scheduled work day prior to and the first scheduled work day following a holiday, employees shall be paid their regular daily wage for the following holidays:

Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve Day  
New Year's Day  
Good Friday  
Memorial Day

ARTICLE XIII

JURY DUTY

- A. Each employee shall be entitled to a maximum of thirty (30) days per calendar year for the purpose of serving jury duty.
- B. The employee must make every effort to be reassigned to a time not in conflict with the driver's regular working hours, or be excused from service, and the board shall have the right to request that the employee be excused.
- C. In the event the employee does not serve for a full working day on jury duty, he/she shall be required to return to the driver's regular job and complete the drivers regularly assigned hours.
- D. The employee shall be reimbursed the difference between jury duty pay and the drivers straight time pay for the drivers regularly scheduled hours for each day of jury duty service up to a maximum of thirty (30) days as provided in Section A above.



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ARTICLE XIV

**HOURS, RATES, AND WORK WEEK**

**A. Work Days**

1. The new pay period starts after the morning run on Friday. Bus Driver paychecks will be available by 11:00 a.m. on payday Friday's.
2. All bus drivers will be paid for every scheduled day that school is in session and students are delivered via the bus system. Bus drivers will be paid up to two (2) "Act of God" days should they occur and not be made up.
3. The same rate as the extra trip rate will be used for one hour for periodic drug testing, no mileage or meals. Drivers are responsible for their own transport.

**B. Overtime rates will be paid as follows:**

1. Time and one-half (1/2) will be paid for all hours worked in excess of forty (40) hours in one week, for which overtime has not already been earned.
  - (a) Hours for which holiday pay is paid shall count toward the total of forty (40) hours.
  - (b) Drivers need permission from the Transportation Director to take extra trips that would result in overtime. Administration has the right to deny extra trips to a driver that may go over forty (40) hours a week. If no regular driver can be found, the run will go back to said driver for overtime.

**C. Extra Trips:** School transportation will be used for most school related events. The softball Petosky trip, those trips using occasional commercial transport, and student groups with low numbers are exceptions.

1. Employees shall be paid Eleven dollars and ten cents (\$11.10) for the 2010-2011 school year for extra bus trips with a minimum equal to the same pay as a regular run and without a maximum. (Subject to negotiations for additional years.)
2. An employee who gives up an A.M. (morning) and/or P.M. (night) run for an extra trip will get first hour's pay (and second hour's pay, if applicable for A.M. (morning) and/or P.M. (night) run wages of extra run.
3. Employees shall be paid eight dollars (\$8.00) per meal allowance for the 2010-

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2011 School years, if they drive prior to and end after the time periods listed below:

- (a) 6:00 am - 8:00 am, 11:00 a.m. - 1:00 p.m. and 4:00 p.m. - 6:00 p.m.
- (b) If an extra trip leaves less than one (1) hour immediately following a P.M. (night) run, Tech Center, A.M. or B4K/T5 a meal allowance will be paid.

Drivers will be paid for breakfast and driving time on overnight trips. Reasonable accommodations will be provided.

- (c) First hour of extra on a Saturday or Sunday shall be at the employee's run regular rate.

- 4. A list of drivers for extra trips shall be arranged according to seniority order. Extra trips shall be scheduled by the Transportation Supervisor from such list, with assignments rotated in seniority order. When a driver refused an extra trip, it will be counted as a trip driven for rotation purposes. Skill Center drivers will be allowed to give up that run for extra trips. In the event a driver is not available for an extra trip the Director of Transportation shall use the following procedure:

- (1) Attempt to obtain a driver by contacting the driver on the rotation list.
- (2) Attempt to obtain any regular driver not on the rotation list.
- (3) If unsuccessful the Director shall contact substitute drivers.
- (4) If unsuccessful the Director shall contact the driver who is first on the rotation list and that driver must take the trip.

- 5. When a driver is scheduled for an extra trip, they shall be expected to make the run unless they give notice that they will be unable to take the run. Said notice shall be given four (4) hours prior to the scheduled departure time so that another driver may be scheduled.

- 6. Each employee who takes an extra bus trip must be at the departure site ten (10) minutes before the actual leave time. They are to make sure that the bus has a full tank of gas at the beginning of such trip and at the completion of such trip.

- 7. If the Board cancels an extra trip less than one (1) hour prior to departure time, the regular driver scheduled for such trip shall be paid an amount equal to the regular run rate.

- 8. Friday half-day ( ½ ) Transitions 5 noon bus runs will be consolidated to a minimal number of drivers, assigned by seniority.

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### D. Regular Bus Trips:

1. When school is called off because of administrative action during the day or before the morning run, the driver that is scheduled to drive the bus runs shall receive full pay for such days that don't contradict Article 14, A.2. Regular drivers who are subbing a skill center, shuttle or B4K/Transitions 5 run for over a five (5) day period shall receive full pay for such days. If buses are delayed due to inclement weather, they will be paid minimum wage for time over a one-half (1/2) hour delay.
2. Seniority employees shall have first priority to bid on regular vacant bus runs. Regular vacant runs are those that are open because of termination, retirement, resignation or transfer to substitute status.
  - (a) The vacant regular run shall be given to the most senior employee bidding for the run. Bidding on extra runs, B4K/Transitions 5, skill center and shuttle will be on the basis of seniority after the run is vacated due to termination, retirement or resignation. The most senior driver applying will have the driver's choice of a run. After the drivers choice is made, the next senior driver will get the drivers choice, and the choices will continue for those wishing to take those runs until the entire seniority list has been gone through.
  - (b) Non-permanent vacancies of six (6) or more days will be filled on the same basis.
  - (c) Non-permanent vacancies of five (5) or less days will be filled by rotation of substitutes.
  - (d) The posting period may be shortened by mutual agreement in writing between the Union and the Board.
  - (e) Temporary scheduled daytime postings will occur off one (1) bid on a seniority basis.
3. Drivers who are delayed due to breakdowns will be paid minimum wage for lost time after he/she notified the appropriate school administrator of such delay, whichever is later. The School Administrator must also be notified by the driver when he/she returns to the school from such delay.
4. When a substitute driver is needed for a regular, B4K/Transitions 5, Tech Center Shuttle Run, a regular driver shall be assigned as a substitute. A seniority list of regular drivers who are available and desire this substitute work shall be established. Drivers shall be assigned from this seniority list using the same procedure which is used for extra runs. It is understood that the last

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available driver on the list shall be required to make the run if all other drivers decline. If the vacancy occurs for more than five (5) days, then bidding shall be in accordance with Section 2. above through the duration of the driver's absence. Drivers will be paid the bid rate for any holiday that occurs after the first five days on a long term assignment.

5. During the first five (5) working days of each school year, there will be a sign-up list for all regular drivers who want to sub on runs. These drivers will be the only drivers considered when vacancies appear on a temporary basis.
6. Union representatives will be contacted via written notification if vacancies should occur during the months of June or July to inform all drivers for bidding purposes. Any vacancies occurring in August prior to the start of school will be posted for bidding purposes the first five (5) school days.
7. Summer Programs:  
  
Article III and Swim Program only; will be bid on once and not rebid until vacancy occurs.
  - (a) A Summer substitute list for Article III and Swim Program shall be signed at the end of each school year by interested drivers.
  - (b) Article III drivers shall be granted one (1) sick day with pay per month (16 days) worked.
8. B4K and Transitions 5 programs are dependent upon Federal dollars and may fluctuate on the number of days the program may run. Therefore, drivers will only be paid for scheduled work days.
9. Skill Center program is dependent on both the TISD's calendar and the District's calendar. Therefore, for any reason that we cancel a skill center bus run the driver will not be paid unless the District fails to notify the driver at least one (1) hour in advance. If skill center runs are missed for sick or personal time, it equates to ½ day leave.

### E. Physicals:

A doctor shall be selected by the Board to provide employees with the required physical examination as prescribed by State law at no cost to the employee.

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F. Bus Drivers School:

The Board shall reimburse employees an amount equivalent to the amount the Board received from the State upon receiving satisfactory proof of completion of the required bus drivers school. All drivers will ride district provided transportation. No mileage will be paid. One meal will be paid at the current meal rate if a meal is not provided.

G. Maps:

Regular and B4K/Transitions 5 bus drivers will be compensated Thirty-six Dollars (\$36.00) for the 2010-2011 school year to prepare maps and routes. Drivers must keep maps current at all times.

1. Drivers required to attend group meetings other than local periodic morning meetings will be paid minimum wage after the first hour. Extra Trip wage will be paid for the first hour.
2. Tech Center drivers do not have to make maps.

H. License Reimbursements:

The Board shall reimburse seniority drivers after satisfactory completion for drivers licenses, endorsements and tests. Newly hired bus drivers shall be reimbursed for such licenses, endorsements and tests upon satisfactory completion of their probationary period as referred to in Article VIII (A).

I. Shuttle Definitions:

Elementary/Middle School shuttles can be done outside of the contract by the current Transportation Supervisor. Shuttles revert to next individual on bid sheet if supervisor unavailable.

A shuttle shall be defined as a run that has a single point of pick-up and a single designated drop-off (meaning from point "A" to point "B" ONLY)

Any shuttle leaving town limits shall be paid out-of-town wages and called an out-of-town shuttle. Only those shuttles remaining entirely within town limits shall be paid in-town wages. Except for the CCD classes on the appropriate day of the week.

J. Parochial Loop Definition:

A parochial loop will include the transportation of students from Reese Schools to one or more parochial schools and the subsequent return with students – or from the parochial school to the public with no stops in between. A parochial route that is assigned for a daily routine related to a curriculum program may be transported by the

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Transportation Supervisor.

There will be no pay for parochial shuttles when parochial schools are not in session provided the driver has advance notice.

**K. Route Changes:**

The Board reserves the right to make run and route changes as necessary for increased efficiency, and in the best interest of the students transported. The bus runs change periodically based on various considerations including population growths and shifts, new students and building, new and larger buses, special education programs, and changes in school starting and ending times.

**L. Trip Rules:**

The Board shall inform all employees that accompany buses on trips of the laws and rules governing buses, e.g. speed limits, student conduct, and routes to be taken.

**M. Responsibilities for Tech Center Drivers:**

1. Transport Reese High School students to and from the Tech Center.
2. Shuttle Tech Center students once at the TTC to and from the different job sites and field trips as per the TCC schedule and requests.
3. Take high school students from the high school to the elementary school, P.M. run only.

**N. Driver Rates:**

It is agreed by the parties that permanent employees of the Board who are assigned to bus driving will receive the following rates of pay for the term of this Agreement:

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Classification	July 1, 2010
Probationary (Reg) (Noon)	<b>\$17.92</b>  <b>20.34</b>
Seniority (Reg)  (Noon)  (Skill Center) (Skill Center Shuttle Rotation)	<b>\$21.60</b>  <b>26.55</b>  <b>63.87</b> <b>67.40</b>
Out-of-town Shuttle	<b>9.52</b>
In-Town Shuttle	<b>4.80</b>
Between buildings with wait time	<b>17.86</b>
Probationary (Sub)  (Reg.)  (Noon)	<b>\$19.78</b>  <b>23.45</b>
Parochial Loop Rates: Trinity and St. Elizabeth in one loop Trinity and St. Michael's in one loop St. Elizabeth and St. Michael's in one loop Trinity, St. Elizabeth, St. Michael's in one loop  Shuttles at end or beginning of the day where parochial students are picked up or dropped off will add the following to the regular shuttle rate:	<b>11.95</b> <b>11.95</b> <b>18.04</b> <b>21.13</b>  <b>2.59</b> <b>3.62</b> <b>4.60</b>
Trinity St. Elizabeth St. Michael's	   

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**O. B4K Routes:**

If B4K runs are eliminated one/half of the In-Town Shuttle rate will be deducted from the K runs. K and B4K run information shall be provided to the drivers prior to start of school. If a holiday occurs on a Friday, B4K runs will not be paid.

**P. Skill Center:**

Skill Center layover rate shall be the Federal minimum wage. On scheduled shuttle rotations, the driver shall be paid the Out-of-Town shuttle rate.

**Q. Probationary Sub Drivers:**

Probationary (Subs) "split the difference pay". Probationary sub drivers that have completed One Hundred (100) hours in a school year will be paid the probationary sub rate the following year.

**R. Substitute Drivers:**

When the regular driver of the A.M. shuttle is ill, a substitute will be hired for the shuttle in addition to the substitute for the regular A.M. run.

**S. Insurance:**

Employees shall receive a Forty Thousand (\$40,000) Dollar group life insurance policy. Employees will be allowed to enroll in a group health insurance plan if it is offered to other non-contractual employees. It is understood that the employee will be responsible for all premiums.

**T. Bus Bids:**

Bus bids for regular vacant runs, open because of termination, retirement, sickness or transfer to substitute status, shall be posted for five (5) working days. Bus bids for non-permanent vacancies of six (6) or more days will be posted for three (3) days. The posting periods may be shortened by mutual agreement in writing between the Union and the Board. When a driver is absent, the district will pay the original driver and the actual driver. If absent, the driver on the bid will not be paid.

**U. Driving Attendance Bonus:**

The Board shall pay the following amount at the end of the school year for employees if they complete their regularly scheduled runs for the full year with a ninety-six (96%) percent or better attendance record, not including approved personal business days or



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jury duty.

0 - 10 Years of seniority	\$125.00
11 - 20 Years of seniority	\$225.00
21 plus Years of seniority	\$250.00

The Board shall pay the following amount at the end of the school year for employees if they complete their regularly scheduled runs for the full year with a ninety-eight (98%) percent or better attendance record, not including approved personal business days or jury duty.

0 - 10 Years of seniority	\$160.00
11 - 20 Years of seniority	\$260.00
21 plus Years of seniority	\$285.00

**V. Accumulated Sick Days:**

Upon retirement from Reese Schools, the Board shall pay the employee five (\$5.00) dollars a day for each unused sick day up to one hundred (100) days. Payments will be made in a separate check.

**W. Full-time permanent employees will be allowed to use paid personal days, if there are non-pay days for school closure. This would apply to the days in excess of the two (2) allowed by the state.**

**ARTICLE XV**

**VISITATION**

After presentation of proper credentials to the Superintendent or the drivers designated representative, officers, or accredited representatives of Local 324 of the Union may be admitted into the buildings of the School System to assist in the administration of the provisions of this Agreement, including the adjustment of grievances, provided that such activity is not in areas which would be detrimental to the management and function of the school, its students or its employees.

**ARTICLE XVI**

**WAIVER CLAUSE**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the Board for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with

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and

I.U.O.E., LOCAL 324, AFL-CIO

respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. No Agreement, alteration, understanding 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 Board unless executed in writing between the parties hereto and the same has been ratified by the Board and the Union.

### ARTICLE XVII

#### SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other conditions and provisions shall continue in full force and effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutual satisfactory replacement of such provision or application.

### ARTICLE XVIII

#### TERMINATION AND MODIFICATION

- A. This Agreement shall continue in full force and effect until 11:50 p.m., June 30, 2011 for language and June 30, 2011 for wages.
- B. If neither party desires to terminate this Agreement, it shall ninety (90) days prior to the termination date give written notice of termination. If neither party shall give notice of 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) 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) days prior to the termination date or any subsequent termination date give written notice of amendment in which event the notice of amendment shall set forth the nature of amendment or amendments that may be agreed upon and 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 addressed to the Union, International Union of Operating Engineers, Local 324, AFL-CIO, 500 Hulet Drive, Bloomfield Township, Michigan 48302, and if to the Board addressed to Reese Elementary School, 9535 Center Street, Reese, Michigan 48757, or to any other such addresses the Union and the Board may make available to each other.

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- E. The effective date for language in this Agreement is July 1, 2010 through June 30, 2011 with monetary changes to engage on July 1, 2010 through June 30, 2011.

**ARTICLE XIX**

Employees are covered by the Michigan Public Schools Employees Retirement System.

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**and**

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

REESE PUBLIC SCHOOL DISTRICT

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

\_\_\_\_\_  
President

\_\_\_\_\_  
John M. Hamilton  
General Vice President & Business Manager

\_\_\_\_\_  
Secretary

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Steve Minella  
President

\_\_\_\_\_  
Treasurer

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Recording-Corresponding Secretary