

4690

6/30/2001

**AGREEMENT**

BETWEEN

**THE EAST JACKSON COMMUNITY SCHOOLS**  
hereinafter referred to as the "**Board**"

AND

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**LOCAL 547 - A, B, C, E, AND H - AFL-CIO**  
hereinafter referred to as the "**Union**"

**BUS DRIVERS**

**July 1, 1998 - June 30, 2001**

*East Jackson Community Schools*

**TABLE OF CONTENTS**

ARTICLE 1 . . . . .	1
PURPOSE . . . . .	1
ARTICLE 2 . . . . .	1
UNION RECOGNITION, AGENCY SHOP, CHECK OFF . . . . .	1
Union Recognition . . . . .	1
Agency Shop . . . . .	1
Check Off . . . . .	2
ARTICLE 3 . . . . .	3
NON-DISCRIMINATION . . . . .	3
ARTICLE 4 . . . . .	3
MANAGEMENT RIGHTS . . . . .	3
ARTICLE 5 . . . . .	5
VISITATION . . . . .	5
ARTICLE 6 . . . . .	5
STEWARDS . . . . .	5
ARTICLE 7 . . . . .	5
SAFETY PRACTICES . . . . .	5
ARTICLE 8 . . . . .	6
JURISDICTION . . . . .	6
ARTICLE 9 . . . . .	6
SENIORITY . . . . .	6
ARTICLE 10 . . . . .	7
TRANSFER AND PROMOTIONAL PROCEDURE . . . . .	7
Vacant and Newly Created Bus Runs . . . . .	7
Temporary Vacancies . . . . .	8
ARTICLE 11 . . . . .	9
BUS RUNS . . . . .	9
ARTICLE 12 . . . . .	12
DISCIPLINE DISCHARGE . . . . .	12
ARTICLE 13 . . . . .	13
GRIEVANCE PROCEDURE . . . . .	13
Definitions . . . . .	13
Step One . . . . .	14
Step Two . . . . .	14
Step Three . . . . .	14
Step Four . . . . .	15

ARTICLE 14 . . . . .	16
HOLIDAYS . . . . .	16
ARTICLE 15 . . . . .	17
PAID LEAVES . . . . .	17
Sick Leave . . . . .	17
Funeral Leave . . . . .	17
Worker's Compensation . . . . .	18
Personal Business Days . . . . .	18
Union Release Time . . . . .	18
Jury Duty . . . . .	18
ARTICLE 16 . . . . .	19
UNPAID LEAVES OF ABSENCE . . . . .	19
ARTICLE 17 . . . . .	20
PAY COMPUTATION . . . . .	20
ARTICLE 18 . . . . .	21
ACT OF GOD . . . . .	21
ARTICLE 19 . . . . .	21
PHYSICAL EXAMINATION . . . . .	21
ARTICLE 20 . . . . .	21
INSURANCE . . . . .	21
Life Insurance . . . . .	21
General . . . . .	22
ARTICLE 21 . . . . .	22
REPORTING PAY . . . . .	22
ARTICLE 22 . . . . .	22
HOURS WORKED . . . . .	22
ARTICLE 23 . . . . .	22
CLASSIFICATION AND COMPENSATION . . . . .	22
ARTICLE 24 . . . . .	23
BINDING EFFECTIVE AGREEMENT . . . . .	23
ARTICLE 25 . . . . .	23
SCOPE, WAIVER AND ALTERATION OF AGREEMENT . . . . .	23
ARTICLE 26 . . . . .	24
TERMINATION AND MODIFICATION . . . . .	24
SCHEDULE A . . . . .	26
SALARY SCHEDULE . . . . .	26
Longevity Pay . . . . .	26

## ARTICLE 1

### PURPOSE

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

## ARTICLE 2

### UNION RECOGNITION, AGENCY SHOP, CHECK OFF

#### Section 1. Union Recognition

- (a) The Board hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.
- (b) The term "employee" as used herein shall include all full-time and part-time Bus Drivers; excluding supervisors, substitute Bus Drivers and all other employees of the Board.

#### Section 2. Agency Shop

- (a) All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within sixty (60) working days of the effective date of this provision or within sixty (60) working days of their date of hire by the Board, whichever is later, become members, or in the alternative shall, within sixty (60) calendar days of their date of hire by the Board as a condition of employment, pay to the Union a service charge in an amount established by the Union in accordance with its procedures. In the event an employee challenges the level of the service fee charged by the Union through its procedures, the parties shall meet to discuss the procedure to be utilized during the pending of the employee's appeal.
- (b) The payroll deduction of dues and service fees is required as a condition of this Agreement. The Board shall, accordingly, payroll deduct dues and service fees pursuant to the authority set forth in MCLA 408.477.

- (c) 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.
- (d) Either party to the Agreement shall have the right to reopen negotiations pertaining to Agency Shop when the laws applicable thereto have been changed by giving the other party thirty (30) calendar days written notice.
- (e) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fees.
- (f) The Board agrees that upon hiring any new employees who are not members of the Union, the Board shall send a letter advising the Union of the name and date of hiring of the new employee.
- (g) The Union agrees to indemnify and save the Board harmless against all lawsuits or court actions or to further save the Board harmless against any matters which are contested in an administrative agency as a result of action taken or not taken by the Board in complying with this Article.

**Section 3. Check Off**

- (a) The Board shall deduct the Union dues or service fees from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month, following that month in which said deductions were made, together with a listing of each employee with the amount that is deducted each month and the employee's Social Security Number. Provided, however, that the Union shall have submitted to the Board an authorization card signed by the employee from whose pay said deductions are to be made.
- (b) Such dues, as and when deducted, shall be kept separate from the Board's general funds, shall be deemed trust funds, and shall be forwarded to the Union forthwith.

### ARTICLE 3

#### NON-DISCRIMINATION

The Board and the Union both recognize their responsibilities under Federal, State, and local laws pertaining to fair employment practices. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age, or national origin.

### ARTICLE 4

#### MANAGEMENT RIGHTS

- (a) It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, subject to the express provisions of this Agreement, the right to:
1. Manage and control its business, its equipment, and its operations and to direct the working force and affairs of the Board.
  2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the fore-going, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business or school hours or days.
  3. The right to direct the working force, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work duties to employees, determine the size of the work force and to lay-off employees, but not in conflict with the provisions of this Agreement.
  4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules, and standards of operation, the means, methods and processes of carrying on the

work, including automation and the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations which shall be made known in writing to the employees.
  6. Determine the qualifications of employees, including physical conditions.
  7. Determine the number and locations or relocation of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
  8. Determine the placement of operations, services, maintenance, or distribution of work, and the source of materials and supplies.
  9. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
  10. Determine the size of the management organization, its functions, authority, and the amount of supervision, provided that the Board shall not abridge any rights of the employee as specifically provided for in this Agreement.
  11. Determine the policy affecting the selection, testing, or training of employees, provided that such selection shall be based upon lawful criteria.
- (b) All rights, powers, and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Board.
- (c) The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiation between the parties during the term of this Agreement, except as specifically provided for in this Agreement.

## ARTICLE 5

### VISITATION

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Board's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for the assisting in the adjusting of grievances, provided that said observation shall not be in areas which would be detrimental to the management and function of the school district, its educational processes, its students and staff, or its supportive programs, including building operation, food service, maintenance, and transportation services.

## ARTICLE 6

### STEWARDS

- (a) The employees shall be represented by a Chief Steward and an Alternate Steward who shall be chosen or selected in a manner determined by the employees and the Union.
- (b) Reasonable arrangements may be made to allow the Chief Steward or Alternate Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings, after arrangements have been made with the Transportation Supervisor.
- (c) During the Chief Steward's term of office the Chief Steward shall be deemed to head the seniority list for the purposes of lay-off and recall only; provided the Chief Steward shall be returned to a regular seniority status.

The Union agrees to indemnify and save the Board harmless against all lawsuits or court actions or to further save the Board harmless against any matters which are contested in an administrative agency as a result of action taken or not taken by the Board in complying with this Section.

## ARTICLE 7

### SAFETY PRACTICES

- (a) The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work, which are not recognized as a part of the employee's normal job.



- (b) The employee will also be expected to inform the Board of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions, or equipment. The employee will be expected to exercise reasonable safety precautions in the pursuit of the employee's duties and correct hazardous and unsafe conditions occurring within the realm of the employee's responsibility and capability. The Board, upon notification of an alleged unsafe condition, shall investigate such condition and shall be expected to make adjustments in such condition if, in the Board's investigations, the alleged unsafe condition is found to be a hazard to the employee.

## ARTICLE 8

### JURISDICTION

Employees of the Board not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation or in cases of an emergency.

This limitation will not apply to staff outside the bargaining unit who are eligible by State certification to drive athletic teams or classes to practices, or other facilities.

## ARTICLE 9

### SENIORITY

- (a) A newly hired employee shall be on a probationary status for sixty (60) working days taken from and including the first (1st) day of employment. If at any time prior to the completion of the sixty (60) working day probationary period the employee's work performance is determined to be unsatisfactory by the Board, the employee may be dismissed by the Board. There shall be no recourse to the grievance procedure in the latter event. Probationary employees who are absent on scheduled work days, or who serve their probationary period during the non-school session period in which their job is not operative, shall work additional days equal to the number of days absent, or equal to the number of days that their job was not operative, and such employee shall not have completed their probationary period until these additional days have been worked.

- (b) After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to the employee's first (1st) working day, unless otherwise specified.
- (c) Employees shall be laid off, recalled or demoted according to their seniority.
- (d) An employee will lose their seniority for the following reasons:
  - 1. The employee resigns.
  - 2. The employee is discharged for cause and such discharge is not reversed through the grievance procedure.
  - 3. The employee retires.
- (e) Seniority shall continue to accumulate within the bargaining unit for an employee who is transferred to a supervisory position, with that employee having the right to exercise their seniority and return to the bargaining unit in the event that the employee vacates their supervisory position.
- (f) An agreed to seniority list shall be made available to each employee covered by this Agreement on or about October 1st of each year. Such list shall contain each employee's name, date of hire, bus run and classification. Seniority in classification shall be as of date of entry into the classification. If upon receipt of the seniority list the Union believes the list to be inaccurate, the Union will promptly advise the Board of the alleged error(s).
- (g) Probationary employees are subject to termination at the Board's discretion.

## ARTICLE 10

### TRANSFER AND PROMOTIONAL PROCEDURE

#### Section 1. Vacant and Newly Created Bus Runs

- (a) Notice of all vacant and newly created bus runs shall be posted on employee bulletin boards within one (1) pay period from the date of vacancy, and the employees shall be given five (5) working days time 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. Newly created or vacant bus runs are to be posted in the following manner: The bus run involved; the starting date; the rate of pay; the hours to be worked.

- (b) Each year prior to the start of the student instructional year, a bid meeting will be conducted for kindergarten runs only. Such runs will be bid based upon seniority.

**Section 2. Temporary Vacancies**

- (a) Any temporary vacancy that is created due to the absence of a regular driver shall be posted for bidding as a temporary vacancy after thirty (30) calendar days, except in the instance in which it is known that the absence will be in excess of thirty (30) calendar days when the employee leaves the job for the temporary period of time, and in that case only the temporary vacancy will be posted when the regular driver leaves the job. The computation of "calendar" days, for purposes of this Section, shall not include days occurring either during Christmas or Spring vacations, as established in the school calendar.
- (b) When a temporary vacancy occurs the Transportation Supervisor shall, within seventy-two (72) hours, call a meeting of bargaining unit members in order to permit bidding on the vacant run. All bidding and transferring shall take place at this meeting.
- (c) The senior employee making application for the temporary vacancy shall be transferred to fill the temporarily vacant run or runs. In the instance where no regular employee bids for a temporary vacancy that requires posting, or in the event that the temporary vacancy is for less than thirty (30) calendar days, the Board may utilize the services of a substitute driver and the substitute driver shall drive those temporary runs for the duration of the temporary vacancy.
- (d) Temporary vacancies are deemed to be temporary as long as the regular employee is off the job, but is due or scheduled to report back to their regular work assignment. In the event that it is determined that the regular employee who originally caused the vacancy by being absent from the job will not be returning to the job, and upon that determination being made known to the Board, those runs will then be considered to be vacant, and will be filled as specified under Section One (1) of this Article.

- (e) In the event that a temporary driver drives in excess of sixty (60) consecutive working days, the temporary employee shall establish seniority within the bargaining unit and shall be entitled to all provisions of the Agreement from the sixty-first (61st) day forward.

## ARTICLE 11

### BUS RUNS

- (a) When the need is recognized to add a new bus run to those existing, the Board shall determine the length of the run, the stops to be made, the students to be transported, and compute the pay to be received by the driver.
- (b) A bus run consists of a single pick-up of children along an established route before school, their delivery to designated buildings, and will include transfers if necessary. The loading at designated buildings and the single delivery of children along an established route after school, including necessary transfers, also constitutes a bus run.
- (c) The right to alter existing bus runs, change their length, redesignate the stops, and compute the new rate of pay received by the driver according to the existing formula, is reserved to the Board. In the event that the Board deems it necessary to eliminate a total run or runs, the affected driver or drivers shall have the right to exercise their seniority and displace a lesser seniority driver in his total assignment to attain the equal amount of runs that the senior driver held prior to the elimination of their run or runs. When the Board adds mileage to or deducts mileage from the employee's existing runs, the employee's pay shall be adjusted accordingly.
- (d) Employees returning at the beginning of the school year shall return to the same run that they held at the conclusion of the prior school year. In the event that there are vacant runs at the beginning of the school year, those drivers interested shall submit a bid for that run. From those drivers submitting a bid for a run at the beginning of the school year, the run shall be awarded to the senior driver applying.

(e) Extra Bus Runs:

1. At the beginning of each school year, each bus driver shall indicate in writing to the Transportation Supervisor if they wish to be placed on either the Active or Inactive Seniority List, in order that the Transportation Supervisor will make the extra bus runs.
2. The bus drivers shall indicate their desire as to being placed on either the Active or Inactive Seniority List in writing to the Transportation Supervisor on application forms to be furnished by the Board. An employee may also be transferred from either the Active Seniority List to the Inactive Seniority List or from the Inactive Seniority List to the Active Seniority List during the school year by requesting the proper application form from the Transportation Supervisor and by the written submission of such forms.
3.
  - a. When extra bus runs are to be scheduled, the Transportation Supervisor shall contact first (1st) the employee with the highest seniority on the Active Seniority List. Then as additional extra bus runs become available, the Transportation Supervisor shall continue to go down the Active Seniority List in its entirety until each employee has either taken an extra bus run, or had the opportunity to take an extra bus run. When all of the employees on the Active Seniority List have driven an extra bus run, or have been asked and refused to drive an extra bus run, the Transportation Supervisor shall then once again go to the most senior driver and again continue to rotate all the extra bus runs according to seniority among all of the drivers on the Active Seniority List.
  - b. Extra trip meetings will be held once per month for trips which are scheduled for that month at the time of the meeting and which have not previously bid. Additional meetings will be held each Monday for other trips which are not scheduled at the point of the monthly meeting. All such trips will be bid one run at a time and on a seniority based rotation.

Trips which are scheduled at the last minute which cannot await assignment until the monthly or Monday meeting referenced above,

will be assigned to an available driver. An attempt will be made to assign the last minute trips according to the above referenced rotation if possible. If it is not possible, the trip will be assigned to an available driver who is on site. If the district is not able to contact a driver, the driver will be bypassed on the next trip in rotation.

In those instances where the procedures set forth herein do not produce a volunteer to take a trip or the Union can not find a regular driver to volunteer, the district reserves the right to assign an available regular driver beginning from the bottom of the seniority list.

4. Bus drivers who are regularly employed by the Board in classifications other than Bus Driver will not be considered for extra bus runs during their regular hours of work in those other classifications and therefore, will not be contacted when such extra bus runs arise.
5. Kindergarten drivers shall not be eligible to drive an extra trip if such extra trip is scheduled during the time that the driver is scheduled to drive their regular run.
6. When it becomes necessary to call a substitute driver to replace a regular driver, the Transportation Supervisor reserves the right to call any substitute driver. In the event that no substitute driver is available, the bus run shall be given to a regular driver who is available.
7. The Transportation Supervisor will notify the driver in writing as to any required changes which are of either a temporary or permanent nature involving the pick-up or dropping off of students on the driver's route.
8. Bus drivers who have had trips cancelled since the last selection meeting shall be able to choose one (1) additional trip per turn at the next selection meeting until all trips are made up.
9. The district will not be required to utilize the procedures set forth herein where the transportation is provided by another Cascade Conference school.

## ARTICLE 12

### DISCIPLINE DISCHARGE

- (a) Dismissal, suspension, and/or other disciplinary action shall be only for just and stated causes with the employee having the right to defend themselves against any and all charges. Written notification of dismissal, suspension, and other disciplinary action shall be sent to the employee and the Union. Causes deemed sufficient for dismissal, suspension and/or other disciplinary action shall include, but are not limited to, the following: being in possession of alcoholic beverages or controlled substances on school property, drunkenness, use of controlled substances, dishonesty, insubordination, taking an unauthorized leave of absence, absence from work without notifying the Board, willful violation of adopted Board's rules, or conduct unbecoming an employee in the public service.

With regards to the implementation of the Omnibus Transportation Employee Testing Act, any bus driver who refuses to submit to testing (including a failure to report for testing) or who tests positive for drugs or alcohol, will be terminated without recourse to the grievance procedure. Testing time will be paid at the rate of \$5.00 per test.

- (b) An employee may be dismissed, suspended, or disciplined pending investigation, and if the dismissal, suspension, or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, full seniority rights and all fringe benefits that the employee would have earned during the dismissal or suspension period. If the dismissal is sustained or the suspended employee is not reinstated through the grievance procedure, the employee shall be deemed dismissed as of the date such action was taken.
- (c) The Union, with specific written consent of the employee, shall have the right to review the contents of the personnel file of any 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 their own personnel files maintained by the Board. Such review of personnel files must be done in the Board of Education Offices under the supervision of a designated school employee.

- (d) 1. In the event a driver loses his/her license to drive a school bus, the driver shall be terminated without recourse to the grievance procedure.
2. In the event the district's insurance company refuses to insure a driver, or if the company indicates continued insurance coverage would result in higher premiums based upon the driver's record, the driver will be placed on an unpaid leave (wages and benefits) not to exceed six (6) months. In the event the insurance company continues to refuse to insure the driver, or continues to indicate a higher premium based upon the driver's record, the driver shall be discharged without recourse to the grievance procedure.
3. During an unpaid leave under section 1 or 2, the driver's position will be filled by a temporary driver. However, the temporary driver shall not be entitled to any rights under Article XI(e). If the leave has expired and the driver has not had his/her license reinstated or if the insurance company continues to indicate it will either not insure the driver or insuring the driver will result in higher premiums based upon the driver's record, the driver will be discharged without recourse to the grievance procedure.
4. In the event a driver has his/her license to drive a school bus reinstated with six (6) month and the insurance company either refuses to insure the driver or indicates continued coverage would result in increased premiums based upon the driver's record, the driver shall remain on unpaid leave (wages and benefits) for the remainder of a period not to exceed six (6) months from the first day of the unpaid leave.
- (e) This Article shall not apply to probationary employees.

### ARTICLE 13

#### GRIEVANCE PROCEDURE

##### Definitions:

- (a) A grievance shall be an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.



- (b) The time elements in the Steps may be shortened or extended upon mutual written agreement.
- (c) For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all days school is not in session.
- (d) Any employee grievance or Union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the occurrence of alleged conditions giving rise to the grievance shall not hereafter be considered a grievance under this Agreement. The time limitation of this Section will be extended to ten (10) working days in wage and salary matters.

#### Step One

Any employee having a complaint shall discuss the complaint informally with the Chief Steward and then, if the complaint is not settled through the discussion, the employee and the Chief Steward may request a meeting with the Transportation Supervisor to discuss the complaint.

#### Step Two

- (a) If the complaint is not settled orally, the Chief Steward may submit a grievance in writing to the Transportation Supervisor stating the facts upon which the grievance is based, the alleged Contract violation, and the remedy or correction requested. The employee and the Chief Steward shall sign the grievance.
- (b) The Transportation Supervisor shall then give his decision in writing relative to the grievance within five (5) working days of the date of receipt.

#### Step Three

- (a) Any appeal of a decision rendered by the Transportation Supervisor shall be presented to the Superintendent within five (5) working days of the date of the receipt of the written decision of the Transportation Supervisor.
- (b) The appeal shall be in writing and state the reason or reasons why the decision of the Transportation Supervisor was not satisfactory.
- (c) The Superintendent or his designate shall meet with the Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) working days following the date of receipt of the appeal.

- (d) The Superintendent or his designate shall give his decision in writing relative to the grievance within five (5) working days of his meeting with the Business Representative of the Union.

#### Step Four

Individual employees shall not have the right to process a grievance at Step Four (4).

- (a) If the Union is not satisfied with the disposition of the grievance at Step Three (3), it may within ten (10) working days from the date of receipt of the decision of the Superintendent, refer the matter for arbitration to the Federal Mediation and Conciliation Service, in writing, and request the appointment of an Arbitrator to hear the grievance. If the parties cannot agree upon an Arbitrator, he shall be selected in accordance with the rules of the Federal Mediation and Conciliation Service.
- (b) Neither party may raise a new defense or ground at Step Four (4) not previously raised or disclosed at other written levels. Neither party shall be permitted to present in the arbitration hearing any evidence whether written or oral, that had not been disclosed to the other party in any of the previous written levels of the Grievance Procedure.
- (c) The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Union. Subject to the right of the Board or the Union to judicial review, any lawful decision of the arbitrator shall be placed into effect within fifteen (15) calendar days from the date of receipt of the arbitrator's decision.
- (d) Powers of the arbitrator are subject to the following limitations:
  - 1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - 2. He shall have no power to establish salary scales.
  - 3. He shall have no power to interpret State or Federal law.
  - 4. He shall not hear any grievance previously barred from the scope of the Grievance Procedure.

5. More than one (1) grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent of the parties.
  6. Arbitration awards or grievance settlements will not be made retro-active beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) calendar days prior to the date on which the grievance is filed.
  7. He shall have no power to hear grievances pertaining to the discipline of a probationary employee.
  8. He shall have no power to rule on any matter involving employee evaluations and individual development plans.
- (e) The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear its own costs of representation and witnesses.
- (f) The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

#### ARTICLE 14

##### HOLIDAYS

The Board will pay the normal day's pay for the following holidays, even though no work is performed by the employee:

Martin Luther King Jr.'s Birthday (if observed)  
President's Day (if observed)  
Christmas Day  
Memorial Day  
Thanksgiving Day  
Day after Thanksgiving

## ARTICLE 15

### PAID LEAVES

#### Section 1. Sick Leave

- (a) All members covered by this Agreement shall accumulate one (1) sick leave day for each month worked, not to exceed ten (10) days per year with an accumulation limit of one hundred thirty (120) days. Employees on sick leave in excess of three (3) consecutive work days or in cases where abuse is suspected, may be required to submit medical proof of illness in order to receive sick leave pay.

Upon being hired, the sick leave entitlement of the new employee will be computed and prorated on a fiscal year basis. The beginning of the fiscal year then becomes the anniversary date for the new employee as with all existing employees.

- (b) Sick leave shall be granted to employees when they are incapacitated from the performance of their duties by sickness, injury, or for medical, dental, or optical examination or treatment. Sick leave limited to three (3) days shall be granted for illness or emergency within the immediate family.
- (c) The employee shall receive full pay for up to twenty two (22) unused sick leave days, plus the employee shall be paid one (1) additional sick leave day at full pay for each full year of service with the Board upon honorable separation from service after ten (10) years of employment.
- (d) Records will be maintained by the Board and furnished to each employee on the Board Absence and Substitute Report Form.

#### Section 2. Funeral Leave

All employees covered by this Agreement shall be granted up to five (5) working days off with pay for each death in the employee's immediate family. The immediate family shall be construed to mean one (1) of the following: spouse, children, parents, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law. Additional time may be granted if needed for travel to distant states and deducted from sick leave.

**Section 3. Worker's Compensation**

In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation Law, the employee will be entitled to use their sick leave in the same manner as if the injury or illness was not compensable under Worker's Compensation; provided that said employee reimburses the Board the amount of wage continuation benefits the employee receives under Worker's Compensation for any day which the employee receives sick pay from the Board and reimburses the Board for the Worker's Compensation received, the employee's sick leave shall be reduced only by the portion of a day equal to the portion of the employee's gross pay actually paid by the Board. Employees shall promptly report all injuries within forty-eight (48) hours to the Business Office.

**Section 4. Personal Business Days**

Three (3) personal business days may be used for any purpose at the discretion of the employee, other than for extending vacation, with prior approval of forty-eight (48) hours of date obtained from the Transportation Supervisor - except in case of emergency. The employee will be asked to explain requested leave of absence from work before or after vacation period. Reasonable restrictions will be imposed on personal leave on such days. Absence from duty without pay will be authorized only in situations of extreme emergency. Unused personal business days will be added to the employee's sick leave bank.

**Section 5. Union Release Time**

The Board shall pay one (1) day of Union release time for one (1) Steward for each Contract year, providing two (2) weeks advance notice is given.

**Section 6. Jury Duty**

Employees requested to appear for jury qualification or service shall receive their pay from the Board for such appearance or service, less any compensation received for jury service. This provision to apply in the event the employee is unable to obtain a waiver. In the event an employee is subpoenaed by a court of competent jurisdiction as a witness in any case connected with the employee's employment of the Board, the employee will be paid in full.

## ARTICLE 16

### UNPAID LEAVES OF ABSENCE

- (a) An employee who, because of illness or disability (including Workers' Compensation) is unable to report to work and has exhausted all sick leave, shall be granted a leave of absence for the duration of such disability, not to exceed one (1) year.

The employee must promptly notify the Board of the necessity for the leave, supply the Board with a written statement from a medical or osteopathic doctor verifying the necessity for the leave and provide additional verification when requested by the Board.

For purposes of computing the maximum one (1) calendar year leave of absence for employees on Worker's Compensation, available unpaid leave time will be calculated as if the paid sick leave days used under Article 15, Section 3, were not prorated.

- (b) Leaves of absence shall be granted for a reasonable period of time not to exceed one (1) year for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children, parents, and grandchildren of the employee.
- (c) Leaves of absence may be granted for a specified period of time not to exceed one (1) year for training related to an employee's regular duties in an approved educational institution.
- (d) 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.
- (e) 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 employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.
- (f) Any employee in the bargaining unit elected or appointed to full-time office or position 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, and

at the end of such term, shall be entitled to resume their regular seniority status and all job and recall rights.

- (g) A leave of absence without pay, not to exceed thirty (30) calendar days may be granted, upon written request, to the employee whose other employment may make it impossible for the employee to continue all or part of the employee's assigned driving duties. Upon expiration of the leave, if the employee has not returned to their previous assignment, the employee forfeits all seniority rights to that portion of their driving duties from which the employee had been on leave. If an employee permits a leave to expire which covers their total assignment, the employee will be considered as having resigned.
- (h) 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 Board, a copy furnished to the employee, and a copy sent to the Union. Leaves may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employee and the Board. An employee who meets all of the requirements as hereinbefore specified, shall be granted a leave of absence without pay, and such employee shall accumulate seniority during the leave of absence and the employee shall be entitled to resume their regular seniority status and all job and recall rights.
- (i) The Board may extend leaves of absence beyond a period of one (1) year upon written request of the employee presented at least thirty (30) calendar days prior to the expiration of said leave. Such extensions will not be for a period of more than one (1) year at the time of each request.

## ARTICLE 17

### PAY COMPUTATION

The employee may at his/her option, receive his/her bi-weekly pay over a period of twenty (20) pays or may elect to be paid in equal installments over a period of twenty-six (26) total pays. Employees exercising this option must do so on an annual basis and shall notify the Board in writing no later than August 1st of each year.

## ARTICLE 18

### ACT OF GOD DAYS

The parties, in recognition of State law as found in MCLA 388.1701 (3) & (4), do mutually understand that school days cancelled owing to inclement weather or conditions not within the control of the Employer, shall be rescheduled as required by the hereinreferenced law. Normally, employees shall not be required to work on such cancelled days and shall, as directed, work on days that have been rescheduled to make up for the days lost owing to cancellation at no additional cost to the district.

## ARTICLE 19

### PHYSICAL EXAMINATION

Regular health examinations for bus drivers as required by State law or regulation shall be paid in full by the Board. The employee shall go to the doctor (medical doctor or osteopathic doctor) selected by the Board. Provided, that if the employee is covered under a health insurance policy, the employee will file a claim with the insurer to determine if such health examination is covered under the terms of the policy. If the insurer will not pay for the cost of the examination, the Board will reimburse the employee for the full cost of the examination. If the insurer will pay for part of the examination, the Board will reimburse the employee for the balance of the cost. TB X-Rays are to be taken to the Jackson County Health Department. Health and TB examinations are to be taken on the employee's own time.

## ARTICLE 20

### INSURANCE

#### Section 1. Life Insurance

The Board agrees to pay the full premium of a twenty-five thousand dollar (\$25,000) term life and AD&D insurance plan for each employee for a twelve (12) month period provided the employee is regularly scheduled to work twenty (20) or more hours per week. However, the Board shall pay the full premium for the life insurance benefit as provided herein for those employees regularly scheduled to work twenty (20) or more hours per week.

Each employee upon termination of his/her employment shall have a thirty (30) calendar day conversion right of their group term policy. An employee electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier within thirty (30) calendar days of their last day of employment with the Board.



**Section 2. General**

All insurance coverage is subject to the rules and regulations of the underwriting carrier.

The Board reserves the right to change carriers provided the coverage is similar.

Laid off employees shall not be entitled to paid group term life insurance, but may continue to participate in the group plan subject to the following conditions:

1. The carrier allows such benefit; and
2. The employee's payment is in the Board office seven (7) days prior to the first (1st) day of each month for which the Board makes the payment.

**ARTICLE 21**

**REPORTING PAY**

Employees who are called into work on a day wherein the Board failed to notify the local radio media that school has been cancelled by 6:15 a.m., shall be remitted one (1) run's pay (base rate).

**ARTICLE 22**

**HOURS WORKED**

- a. Unless given prior authorization by the Board, no employee shall be entitled to work for the Board for more than forty (40) hours per week.
- b. All hours worked in excess of forty (40) in a week will be paid at the rate of one and one half (1-1/2) the employee's rate of pay.
- c. The Board shall have the right to deny a trip to a driver who would exceed forty (40) hours in that week.

**ARTICLE 23**

**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 24

### BINDING EFFECTIVE AGREEMENT

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

## ARTICLE 25

### SCOPE, WAIVER AND ALTERATION OF AGREEMENT

#### Section 1.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions 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.

#### Section 2.

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

#### Section 3.

If any Article or Section of this Agreement, or any 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 effective 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.

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Union. This Agreement is subject to amendment, alteration, or addition, only by a subsequent written agreement between, and executed by, the Board and the Union.

Section 5.

In the event an employee identifies a legally bona fide handicap to the Board which requires accommodation under the law, the parties shall meet to discuss alternatives including but not limited to scheduling and reassignment options. The parties recognize that accommodation required by law to facilitate a legally bona fide handicap may supersede certain assignment related provisions of this Agreement.

ARTICLE 26

TERMINATION AND MODIFICATION

- (a) This Agreement becomes effective on July 1, 1998 and shall continue in full force and effect until June 30, 2001.
- (b) If either party desires to terminate or modify this Agreement, it shall ninety (90) calendar days prior to the termination date give written notice of termination or modification. If neither party shall give notification of termination, or modification, or withdraws the same prior to the termination date of this Agreement, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination or modification by either party on ninety (90) calendar days notice prior to the current year of termination.
- (c) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, the International Union of Operating Engineers, Local #547, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan, 48219, and if to the Board addressed to the East Jackson Community Schools, 1404 North Sutton Road, Jackson, Michigan, 49202.

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

EAST JACKSON COMMUNITY SCHOOLS

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 547, AFL-CIO

Michele Weckus  
President

Bill Schmitt  
Business Manager

David [Signature]  
Vice-President

Jennifer L. Pudeau  
President

Lozanne K. Wright  
Secretary

J. Dan Juen  
Recording/Corresponding Secretary

Mickey L. Crowley  
Treasurer

**SCHEDULE A**

**SALARY SCHEDULE**

<u>Classification</u>	<u>07/01/98</u>	<u>07/01/99</u>	<u>07/01/00</u>
Bus Driver	\$ 11.94/run	\$ 12.30/run	\$ 12.66/run
Special Trip	\$ 9.28/hour	\$ 9.56/hour	\$ 9.84/hour

All bus drivers shall be paid \$.065 per mile for each mile of their bus run.

Drivers will be paid three dollars and eighty-two cents (\$3.82) extra per day for bus washing and cleaning, pre and post trip checks, warm up time, meetings with parents, name lists, map time, discipline and tickets.

Drivers that are regularly required to transfer students between schools, other than those drivers who are on their regularly scheduled route, i.e. Fatima, Lumen Christi, Special Education, etc. shall receive one (1) regular day's pay per semester, paid at the end of each semester.

**Longevity Pay**

Each employee covered by this Agreement shall be paid longevity pay in a single amount, and in a separate check, if possible, on or about September 1st of each year, according to the following schedule:

Ten (10) or more full years of service - one hundred dollars (\$100.00).

If the employee has at least 75 days of sick leave accumulation, the employee will receive an additional \$25.00.

Employees hired after July 1, 1988 shall not receive longevity pay.

