

7/7/6

6/30/98

# AGREEMENT

*between the*

**DEXTER COMMUNITY SCHOOLS  
BOARD OF EDUCATION**

*and the*

**INTERNATIONAL UNION  
OF  
OPERATING ENGINEERS  
LOCAL 547 - A, B, C, E, H - AFL-CIO**

*Dexter Community Schools*



**JULY 1, 1995 - JUNE 30, 1998**



## TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
I	PURPOSE.....	1
II	UNION RECOGNITION, AGENCY SHOP & CHECK-OFF.....	1
	Union Recognition.....	1
	Agency Shop.....	1
	Check-Off.....	2
III	NON-DISCRIMINATION.....	2
IV	VISITATION.....	3
V	MANAGEMENT RIGHTS.....	3
VI	SAFETY.....	3
VII	JURISDICTION.....	4
VIII	CONTRACTUAL WORK.....	4
IX	STEWARDS.....	4
X	STRIKE PROHIBITION.....	5
XI	SENIORITY.....	5
XII	VACANCIES.....	6
	Assignment & Other Meetings.....	6
	Vacancies - Regular Runs.....	7
	Vacancies - Kindergarten Runs.....	7
	Special Education Run Vacancies.....	7
	New Bus Runs.....	8
	Posting of Vacant or New Bus Runs.....	8
	Temporary Vacancy.....	8
	Establishing Runs.....	8
	Regular Driver Substitute Rosters.....	8
	Summer Runs.....	8
XIII	ELIMINATION OF A BUS RUN.....	9
XIV	DISCIPLINE - DISCHARGE.....	9
XV	UNPAID LEAVE OF ABSENCE.....	10
XVI	GRIEVANCE PROCEDURE.....	11
	Step One.....	12
	Step Two.....	12
	Step Three.....	12
	Step Four.....	13
	Step Five - Arbitration.....	13
XVII	HOURS & WORK WEEK.....	14
	Overtime Rates.....	14
	Reporting Pay.....	15
	Definitions:	
	School Bus.....	15
	Regular Runs.....	15
	Extra Bus Runs.....	15
	Field Trip.....	15
	Shuttles.....	16

	Field Trips.....	16
	Lay-Over Time.....	17
	Bus Assignments.....	17
XVIII	SICK LEAVE & FUNERAL LEAVE.....	17
	Sick Leave.....	17
	Funeral Leave.....	18
	Personal Business Days.....	19
XIX	INSURANCE PROTECTION.....	19
	Disability Insurance.....	19
	Life Insurance.....	19
	Health Insurance Contribution.....	19
XX	HOLIDAYS.....	20
XXI	GENERAL.....	21
	Job Related Duties.....	21
	Training.....	21
	Bus Driver's School.....	21
	Physical Examination.....	21
	Driver's License.....	21
	Retirement Severance.....	21
	Chaperone Pay.....	22
XXII	WORKER'S COMPENSATION.....	22
XXIII	JURY DUTY.....	22
XXIV	CLASSIFICATION & COMPENSATION.....	22
XXV	BINDING EFFECTIVE AGREEMENT.....	23
XXVI	SCOPE, WAIVER & ALTERATION OF AGREEMENT.....	23
XXVII	TERMINATION & MODIFICATION.....	23
A	SALARY SCHEDULE.....	25

**ARTICLE I  
PURPOSE**

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

**ARTICLE II  
UNION RECOGNITION, AGENCY SHOP AND CHECK OFF**

**SECTION 1:            UNION RECOGNITION**

- A.    The Board hereby recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours and conditions of employment.
- B.    The term "employee" as used herein shall include all regularly employed bus drives, excluding: supervisors, substitutes and all other employees.

**SECTION 2:            AGENCY SHOP**

- A.    All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union shall within sixty-one (61) working days of the effective date of this agreement or within sixty-one (61) working days of their date of hire by the Board whichever is later, shall as a condition of employment, become members, or in the alternative, pay to the Union each month a service fee.
- B.    An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears in payment of such dues or fees.
- C.    Employees who fail to comply with the conditions of this Article shall be discharged by the Board within thirty (30) calendar days after receipt of written notice of such default is delivered to the Board by the Union.
- D.    If any provision of this Article is declared invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

- E. The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.
- F. In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fee.

SECTION 3:            CHECK-OFF

- A. The Board shall deduct the Union dues, service fees or initiation 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 which said deductions were made, together with a listing of each employee, the employee's social security number, and the amount that is deducted each month, 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, service fees or initiation fees, 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.
- C. The Board will use its best efforts to make the aforesaid deductions in the manner set forth, but assume no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Union agrees to properly refund such monies as soon as practical.
- D. The Union assumes full responsibility for the validity and legality of such employee deductions as are made by the Board pursuant to this Article and agrees to save the Board harmless by virtue of such collections and payments to the Union.
- E. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon claims by the Union that an employee must be discharged because the employee has not complied with the provisions of this Article.

**ARTICLE III  
NON-DISCRIMINATION**

The Board and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as the moral principles involved in the areas of Civil Rights. Accordingly, both parties reaffirm



by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, sex, age, religion, or national origin.

#### **ARTICLE IV 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 assisting in the adjusting of grievances, provided, that said observation shall not be in areas or in a manner which would disrupt orderly operations. The Board may require that any and all requests be in writing.

#### **ARTICLE V MANAGEMENT RIGHTS**

- A. The Union specifically recognizes that the Board shall have the exclusive right to manage and control the school district's business, its equipment, its operations and shall retain the right to direct its employees including but not limited to, except by the terms of this agreement, the right to hire, promote, transfer, suspend, lay-off, demote, or discharge non-probationary employees for just cause, and to direct the work, including the means of performing it and the number of employees to perform it, subject however, to the employees right to bring a grievance if any provision of this agreement is violated by the exercise of such management function.
- 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.

#### **ARTICLE VI SAFETY**

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

## **ARTICLE VII JURISDICTION**

- A. Persons not covered by the terms of this Agreement shall not perform work covered by this agreement except as herein below specified:
- B. The Transportation Supervisor may continue to perform the duties he/she has historically performed.
- C. The Board may continue to make its buses available to the Summer Recreation Program to be directed by the Recreation Director, provided the buses are driven by a fully certified driver.
- D. The Transportation Supervisor may perform work for the purpose of instruction.

## **ARTICLE VIII CONTRACTUAL WORK**

The right of contracting or subcontracting is vested in the Board. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members, nor shall the use of contracting or subcontracting result in the reduction of the present work force as is now in effect, nor in the event of the extension of service shall contracting or subcontracting be used to avoid the performance of work covered under this Agreement.

## **ARTICLE IX STEWARDS**

- A. The employees shall be represented by a Chief and Alternate Steward who shall be chosen or selected in a manner determined by the employees and the Union. The Union shall notify the Board in writing as to the names of the persons who are elected as the Chief and Alternate Steward.
- B. Reasonable arrangements will be made to allow the Chief or Alternate Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiation meetings, after arrangements have been made with their supervisor.
- C. During their terms of office, the Chief and Alternate Steward shall be deemed to head the seniority list for the purpose of lay-off and recall only, provided they are qualified to do the required work. Upon termination of their term, they shall be returned to their regular seniority status.



- D. any newly hired employee shall be introduced to the Chief Steward before starting to work, in order that such newly hired employee may be added to the Chief Steward's record, or the Chief Steward shall be supplied with the following information within the employee's first (1st) week of employment: name, address, social security number, date of hire and assignment.

#### **ARTICLE X STRIKE PROHIBITION**

The Union recognizes that strikes, as defined by Section One of Public Act 336 of Michigan, as amended, are contrary to law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of education, without interruption of the school program. Accordingly, the Union agrees that during the term of this Agreement it will not direct, instigate, participate in, encourage or support any strike against the Board by any member or group of members which is contrary to law. The Board agrees that during the term of this agreement, they will not lock out the employees covered by this agreement, except when school is not in session due to action taken by any other employee group of the Board who is not covered by the terms of this agreement.

#### **ARTICLE XI SENIORITY**

- A. A newly hired employee shall be on a probationary status for sixty (60) working days taken from and including the first day of employment. If at any time prior to the completion of the sixty (60) working day probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed by the Board during this period without appeal by the Union or probationary employee. Probationary employees who are absent during the first sixty(60) working days of employment shall work additional days equal to the number of days absent, and such employee shall not have completed their probationary period until these additional days have been worked.
- B. After satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the date of hire.
- C. Employees shall be laid off and recalled according to their seniority in their classification.
- D. An employee will lose their seniority for the following reasons:
1. The employee resigns.

2. The employee is discharged for cause, and such discharge is not reversed through the grievance procedure.
  3. The employee retires.
  4. The employee is laid off for a period of one (1) year, or for the period of their accumulated seniority, whichever is greater.
- E. Seniority shall continue to accumulate within the bargaining unit for an employee who transfers to a supervisory position with that employee having the right to exercise his/her seniority and return to the bargaining unit, in the event that he/she vacates his/her supervisory position.
- F. An agreed to seniority list shall be made available to each employee covered by this Agreement on or about October 1st of each year. Such list shall contain each employee's name, date of hire, and assignment.
- G. Drivers shall meet and continue to meet all state and federal mandated requirements to maintain certification.

## **ARTICLE XII VACANCIES**

### **SECTION 1:            ASSIGNMENT AND OTHER MEETINGS**

- A. Prior to the start of each school calendar year there shall be an orientation-assignment meeting at which attendance by each bus driver(s) is required. The bus driver(s) shall be paid actual time for the time required to be present at this meeting, but not less than two (2) hours pay. At this meeting, the employees will be given the opportunity to bid on any runs that have become vacant since the conclusion of the previous assignment meeting. When all of the bids have been received, the Board shall then assign those open runs to the drivers who have indicated their desire to be placed on those runs, based on their seniority within their classification.
- B. Bus drivers shall be paid at their regular straight time hourly rate for attendance at any other meetings of bus drivers for which attendance is required.
- C. In the event a regular run vacancy occurs subsequent to the orientation bid meeting and is filled with a non-bargaining unit substitute, there shall be a second bid meeting conducted at the start of the second semester.

SECTION 2: VACANCIES - REGULAR RUNS

In the event that additional vacancies occur after the start of the school year, such vacancy shall be posted on the employee's bulletin board within five (5) working days from the date of the vacancy, and the employees shall be given five (5) working days time in which to make application to fill the vacancy. The senior employee making application shall be transferred to fill the vacant bus run. Subsequent vacancies occasioned by transfer of the senior driver will be filled by a substitute driver until the next assignment meeting at which it will be posted for bid.

SECTION 3: VACANCIES - KINDERGARTEN RUNS

In the event that a vacancy occurs on a kindergarten bus run, that vacancy shall be made available to regular kindergarten run drivers and to regular drivers on the kindergarten run substitute driver list who have been on the list at least ninety (90) calendar days. The vacancy shall be filled with the most senior driver who makes application and is qualified. A driver shall be allowed to arrange split coverage of the kindergarten run with the next most senior driver who has continually substituted on a kindergarten run and bids to do so. The drivers involved in split coverage of a kindergarten run shall arrange a regular schedule with the Transportation Supervisor. Also, each driver shall be responsible to cover for the absences of the other, unless prevented from doing so by reasons justifying absence on authorized leave days. Either driver involved in the split may subsequently decide to discontinue driving on the kindergarten run permanently, and the run shall revert to the remaining driver or be posted as vacant if the remaining driver does not desire to drive the entire run. In the event those drivers decline, the run shall then be posted for bidding and filled as prescribed in Section 2 of this Article.

SECTION 4: SPECIAL EDUCATION RUN VACANCIES

- A. In the event that a Special Education Run becomes vacant, such vacancy shall be made available to regular special education drivers, and to regular drivers on the special education run substitute driver list who have been on the list at least ninety (90) calendar days. The vacancy shall be filled with the most senior driver who makes application and is qualified. In the event those drivers decline or are unable to bid due to conflicting runs, the run shall then be posted for bidding among all bus drivers. Upon the vacancy being posted, and all bids being received by the Board an evaluation meeting shall be held between the immediate supervisor and the Chief Steward to review all of the applicants. In reviewing all of the applicants, the Chief Steward and the immediate supervisor shall attempt to place the most qualified driver, who is the senior employee, in the open position. In the event two (2) or more drivers appear to be equal in qualifications, the assignment will be made to the most senior driver.

- B. Summer special education runs shall be posted and filled in the same manner as in paragraph A.
- C. The Board will make the training required for the transportation of special education students available for all drivers who may have such students assigned to their bus.

SECTION 5:            NEW BUS RUNS

When a new bus run is created by the Board, such new run shall be posted and the new bus run shall be assigned on the same basis as provided for in Section Two of this Article.

SECTION 6:            POSTING OF VACANT OR NEW BUS RUNS

All vacant or newly created bus runs shall be posted in the following manner: the type of work, the starting date, the rate of pay, the bus number, the starting time and the approximate driving time.

SECTION 7:            TEMPORARY VACANCY

In the event of a temporary vacancy, due to the absence of a regular driver, such temporary vacancy shall be filled by a substitute bus driver. Temporary vacancies are deemed to be temporary as long as the regular driver is off the job, but is due or scheduled to report back to their regular run. When it is determined that the regular driver will not be returning to their run or runs, those runs will then be considered to be vacant, and will be filled as specified in Section 2 and 7 of this Article.

SECTION 8:            ESTABLISHING RUNS

Nothing in this Article shall be interpreted as infringing upon the Board's right to determine all runs, the bus to be used on all runs, or the right to periodically adjust all runs.

SECTION 9:            REGULAR DRIVER SUBSTITUTE ROSTERS

Any regular driver on the special education or kindergarten substitute rosters who refuses more than five (5) substitute assignments on either list will be removed from consideration for vacancies under Section 3 and 4 for the remainder of the school year.

SECTION 10:           SUMMER RUNS

The district shall post a list of drivers interested in summer runs. The vacancies will be filled from interested driver lists by seniority. The next senior driver will be



notified that they will be the substitute driver if needed. Any employee bidding on a summer run must be available to drive a summer run.

### ARTICLE XIII ELIMINATION OF A BUS RUN

Whenever it is determined by the Board that it is necessary to eliminate an entire run, the effected employee shall have the right to exercise their accumulated seniority and bump a lesser seniority driver, in order that the effected employee would be able to maintain the same number of runs. any additional employees who are bumped would also be able to exercise their seniority in the same manner. The employee whose run is eliminated, or who is bumped, but does not have enough accumulated seniority to displace another driver shall be laid off.

### ARTICLE XIV DISCIPLINE - DISCHARGE

- A. Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes, with the employees having the right to defend themselves against any and all charges. All actions taken by the Board under this Article shall be furnished to the effected employee or employees in writing, with a copy of such action sent to the Chief Steward, and a copy sent to the Union. When the Board feels disciplinary action is warranted, the Board must notify the employee in writing that a disciplinary investigation is under way within five (5) working days of the occurrence of the condition giving rise to the investigation, or within five (5) working days of the date that it is reasonable to assume that the Board first became fully aware of the conditions giving rise to the investigation. The investigation shall be conducted with dispatch, and disciplinary action shall be taken promptly at the conclusion of the investigation, when warranted. Among the causes which shall be deemed sufficient for dismissal, suspension, and/or disciplinary action shall include, but not be limited to the following: drunkenness, dishonesty, insubordination, theft, moral turpitude, and willful or repeated violation of the Board's rules which shall be made known to the employee.
  
- B. an employee may be dismissed, suspended or disciplined pending investigation, and if the dismissal, suspension or disciplinary action is found to be totally 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 personnel file of an employee within the bargaining unit, upon making the request to the Administration of the School District. An employee, upon making request, shall have the right to review the contents of 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. This article shall not apply to probationary employees.

**ARTICLE XV  
UNPAID LEAVE OF ABSENCE**

- A. An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work and has exhausted all allowable means of compensation shall be granted a leave of absence for up to one (1) year, which may be extended upon approval by the Board, provided the employee promptly notifies the Board of the necessity therefore, and provided further, that the employee supplies the Board with a statement from a medical or osteopathic doctor of the necessity for such absence when the same is requested by the Board. An employee upon returning from a medical leave of absence, may be required to submit to a physical examination, at the Board's expense before returning to work.
- B. Leaves of absence shall be granted for a reasonable period of time not to exceed one (1) year for physical or mental illness, or prolonged serious illness in the immediate family which shall include husband, wife, children or parents.
- C. Leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.
- D. Whenever an employee shall become pregnant, and is required to interrupt her employment upon the advice of her physician, she shall immediately be granted a leave of absence. Upon her return to work, she will be required to furnish a signed medical statement to the Board from her physician indicating that she is physically able to return to work. It is expressly agreed by the parties that the Board is not liable for the health and welfare of the unborn child during the time the employee continues to work during her pregnancy.
- E. The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the



United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

- F. Leaves of absence will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employee(s) make written request for such leave of absence immediately upon receiving their orders to report for such duty.
- G. Any employer in the bargaining unit who is either elected or appointed to a full time position or office in the Union, whose duties require their absence from work, shall be granted a leave of absence for the term of such office or position.
- 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.
- I. An employee who meets all of the requirements as hereinbefore specified shall, based upon the specific provisions under each allowable leave, be granted a leave of absence without pay, and the employee shall be entitled to resume his/her regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Employee and the Board.

## ARTICLE XVI GRIEVANCE PROCEDURE

### DEFINITIONS:

- A. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this agreement.
- B. The time elements in the steps may be shortened, extended or waived upon written mutual agreement between the parties.
- C. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays and non-session school days.
- D. Any grievance which is not appealed within the specified time limits set forth in that step level shall be considered to be settled on the basis of the decision

rendered at the previous level. The failure of the Board, at any step level of the grievance procedure to communicate the decision in writing to the Union within the prescribed time limits set forth in that step level of the grievance procedure shall require that the relief requested by the Union be granted.

- E. Any employee or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee first became aware of the conditions giving rise to the grievance unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.
- F. In the event an employee files a grievance citing a statutory reference contained in the agreement and also files a complaint with an administrative agency (e.g. Wages & Hour, M.E.R.C., E.E.O.C., etc.) on the same matter, the grievance will not be processed further.

STEP ONE:

- A. Any employee having a grievance shall discuss the grievance with the Transportation Supervisor and then if the grievance is not settled orally, the employee may request a meeting with the Chief Steward to discuss the grievance within five (5) working days.
- B. The Chief Steward then may submit the grievance in writing to the Transportation Supervisor stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation(s). The employee and the Chief Steward shall sign the grievance.

STEP TWO:

- A. The Chief Steward shall meet with the Transportation Supervisor to discuss the grievance within five (5) working days of its written submission to the Transportation Supervisor.
- B. The Transportation Supervisor shall give his/her decision in writing relative to the grievance within five (5) working days of his/her meeting with the Chief Steward.

STEP THREE:

- A. Any appeal of a decision rendered by the Transportation Supervisor shall be presented in writing to the Assistant Superintendent of Schools within five (5) working days from the date of receipt of the decision rendered by the

Transportation Supervisor. The appeal shall state the reason or reasons why the decision of the Transportation Supervisor was not satisfactory. The employee and the Chief Steward shall sign the grievance.

- B. The Chief Steward shall meet with the Assistant Superintendent of Schools to discuss the grievance within five (5) working days of its written submission to the Assistant Superintendent of Schools.
- C. The Assistant Superintendent of Schools shall give his/her decision in writing relative to the grievance within five (5) working days from the date of his/her meeting with the Chief Steward.

STEP FOUR:

- A. Any appeal of a decision rendered by the Assistant Superintendent of Schools shall be presented in writing to the Superintendent of Schools, or his designee, within five (5) working days from the date of receipt of the decision rendered by the Assistant Superintendent of Schools. The appeal shall state the reason or reasons why the decision of the Assistant Superintendent of Schools was not satisfactory.
- B. The Superintendent of Schools, or his/her designee, shall then meet with a Business Representative of the Union within five (5) working days from the date of submission of the appeal of the grievance to the Superintendent of Schools.
- C. The Superintendent of Schools or his/her designee shall give his/her decision in writing relative to the grievance within five (5) working days of the date of his/her meeting with the Business Representative of the Union.

STEP FIVE - ARBITRATION:

- A. If the Union is not satisfied with the disposition of the grievance by the Superintendent of Schools, then within fifteen (15) calendar days from the date of receipt of the decision of the Superintendent of Schools, the grievance may be submitted to arbitration.
- B. Absent mutual agreement on an arbitrator, the Union shall request the Federal Mediation and Conciliation Service to submit a list of five (5) persons. The representatives of the Board and the Union shall determine by lot the order of elimination, and thereafter each party shall in that order alternately eliminate one (1) name until only one (1) name remains. The remaining person shall thereupon be accepted by both parties as the Arbitrator.
- C. The Arbitrator shall not have the jurisdiction to add to, subtract from, or modify any of the terms of this agreement or any written amendments

hereof, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto.

- D. The Arbitrator, the Union or the Board may call any person as a witness in any arbitration hearing.
- E. Each party shall be responsible for the expenses of the witnesses that they may call.
- F. The fees and expenses of the Arbitrator shall be paid solely by the non-prevailing party.
- G. The Arbitrator shall render his/her decision within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- H. The decision of the Arbitrator shall be final, conclusive and binding upon all Employees, the Board and the Union.

#### ARTICLE XVII HOURS AND WORK WEEK

- A. The regular work week shall begin at 12:01 a.m. each Monday and end the subsequent Saturday at 11:59 p.m.
- B. The regular work day shall be comprised of the scheduled daily bus runs assigned to the bus driver.
- C. Provided the school year is not shortened by a work stoppage by any employee group, bus drivers shall be scheduled for and allowed to work and/or be paid for one hundred eighty (180) regular work days or the number of student instruction days actually held during the school year, whichever is greater. Bus drivers shall be scheduled to work only on student instruction days actually held during the school year, whichever is greater. Bus drivers shall be scheduled to work only on student instruction days which are actually held. When scheduled student instruction days are canceled, bus drivers will not work and will not be paid for the day except to meet the minimum guarantee of one hundred eighty (180) regular work days per school year. The guaranteed number of days for kindergarten runs shall be limited to the number of days that the kindergarten bus runs are scheduled.

#### SECTION 2: OVERTIME RATES WILL BE PAID AS FOLLOWS:

- A. Time and one half (1-1/2) will be paid for all time worked in excess of forty (40) hours in one work week.

- B. All time paid for under this agreement shall be counted as time worked for the purpose of computing overtime pay.

SECTION 3: REPORTING PAY

- A. Bus drivers shall be scheduled and allowed to work and be paid for a minimum of two (2) hours when reporting to drive regular and/or extra runs assigned to them when more than one (1) hour has elapsed since they finished driving previous runs. If less than one (1) hour has elapsed since finishing the previous run and beginning the next regular or extra run, the bus driver will remain on duty and be paid continuously for all hours at work.
- B. Any employee called to work or permitted to come to work without an attempt having been made to notify that there will be no work, or who has not been notified that there is less work than they are regularly scheduled to work shall receive two (2) hours pay provided the employee is not otherwise compensated for the same hours the employee would have worked.
- C. Kindergarten runs shall be paid a minimum of one (1) hour.

SECTION 4: DEFINITIONS

School Bus:

All vehicles used to transport students to and from school, and to and from school activities which meets the definition of a school bus as determined by the State of Michigan.

Regular Runs:

Regular runs shall be defined as those runs which are scheduled and driven on a daily basis, on a day school is in session.

Extra Bus Runs:

Extra bus runs are defined as any run which is not scheduled on a daily basis, to transport students to a destination based on the need at that particular time.

Field Trip:

A field trip for the purpose of this agreement shall be any trip which involves the use of a school bus for the transportation of students except the regular transport of students to and from the regular school program, and the driver punches in and out specifically for such trip.



## Shuttles:

Shuttles are instances of transporting students from one school building where picked up, to another school building where dropped off. The bus driver assigned to a shuttle will be paid actual driving time if the shuttle is scheduled to depart or finish within one (1) hour of the beginning or end of his/her regular run and the driver will remain on duty time continuously. If the shuttle is scheduled to depart or finish more than one (1) hour from the bus driver's regular run, the bus driver shall not remain on duty in the interim, and will be paid actual driving time for the shuttle but not less than one (1) hour minimum pay.

## SECTION 5: FIELD TRIPS

- A. Field trips and shuttle runs of at least one (1) hour duration shall be divided and rotated equally according to seniority among all regular bus drivers. The assignment for extra runs will be made by the Transportation Supervisor on the Friday of the week prior to the week that the extra run is scheduled to be made. Drivers who wish to drive the extra trips shall indicate to the Transportation Supervisor as to their intentions weekly, in order that the assignments can be made. The Transportation Supervisor shall then continue to rotate all of the extra trips among all of the drivers as described in the paragraph above. The Transportation Supervisor shall furnish the driver who is assigned a field trip written instructions as to the map route and any directions that would be beneficial to that driver. In the event that an assigned field trip is canceled, that affected driver shall retain the right to the same trip if rescheduled or may relinquish it.
- B. The rate of meal reimbursement shall not exceed the amount established in Board policy for all employees of the school district. All reimbursable expenses incurred by the driver shall be paid to the driver each pay period, or the pay period immediately following the time period in which the expenses were submitted by the driver.
- C. The bus driver must remain with the activity group at the field trip site unless authorized or directed to leave for purposes related to the proper functioning or operation of the bus or the activity. The bus driver shall be permitted a reasonable period of time normally not to exceed 30 minutes to obtain a meal while on the field trip at regular meal times, (lunch and dinner and breakfast). The meal must be obtained at a restaurant, cafe or fast food establishment (not a bar, tavern or lounge) within close proximity to the site of the activity and the bus driver must return to the site promptly upon completion of the meal. If the activity group is to have a meal as part of the trip, the bus driver shall take his/her meal at the same time and place. No time shall be deducted from the bus driver's pay for the time involved in obtaining and consuming the meal in compliance with this provision. The



bus driver must respond immediately to an emergency regardless of any provision contained herein.

- D. Payment for field trips shall be at the appropriate hourly rate. In the event a scheduled field trip is canceled within twenty-four (24) hours of the scheduled departing time, for reasons other than adverse weather conditions, the driver(s) who were assigned shall receive a minimum of two (2) hours pay.
- E. The Board shall post on the bulletin board a seniority list for all of the employees who desire to drive summer trips, and shall rotate the assignment of all such drivers based on their seniority.
- F. Drivers interested in driving buses for purposes other than student transportation should sign a list maintained by the Transportation Supervisor. These trips shall be rotated among those drivers on the list who are available, at the appropriate rate of pay.

SECTION 6:            LAY-OVER TIME

- A. Each employee covered by this agreement shall be allowed a minimum of five (5) minutes lay-over time between regular runs.
- B. It is specifically agreed that buses will not be parked away from the school premises during lay-over time.
- C. In the event the regular lay-over time exceeds the five (5) minute minimum, the Board may ask the driver to carry out their regular duties such as gassing the buses, etc., during this excess time.

SECTION 7:            BUS ASSIGNMENTS

Each bus is assigned to the bus run and not to the bus driver. When it is necessary, in the opinion of the Board, to replace a bus or transfer a bus, buses will be assigned or reassigned to the bus run where the Board determines there is the need to replace that bus for that run.

**ARTICLE XVIII**  
**SICK LEAVE AND FUNERAL LEAVE**

SECTION 1:            SICK LEAVE

- A. Each employee covered by this agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of ten (10) days per year with maximum accumulation to 150 days. Those who work a regular schedule during the summer months shall receive an additional one day per

additional month worked not to exceed twelve for the year. As of July 1 of each year of this Agreement, employees shall have their earned sick days added to their sick day bank. In the event an employee terminates their employment prior to the end of the school year, one (1) sick day will be deducted, from their final compensation, for each month from their termination date to the end of the school year.

- B. Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by sickness or injury. Consideration may also be given for emergency dental or emergency optical examination or treatment which cannot be scheduled outside of working hours. Requests for sick leave shall also be granted when a member of the employee's immediate family requires the care and attendance of the employee due to illness or injury (maximum of 5 days per year unless approved by supervision). Immediate family is defined in Section Two of this Article. The Board reserves the right to require written medical verification of any absence in this section of this agreement.
- C. Records of sick leave accumulated and taken shall be furnished to the employee on or about October 1st of each year.
- D. Upon qualification for benefits in accordance with the rules and regulations of the Michigan Public School Employees Retirement System the retiring bus driver shall be paid for all unused sick leave days according to the following formula: three (3) year average work hours x 50% of the last year salary per hour.

The severance amount after 10 or more consecutive years of service will receive 75% of the above amount. This will not apply to discharged employees.

## SECTION 2: FUNERAL LEAVE

- A. All employees covered by this agreement shall be granted up to three (3) working days off with pay for a death in the employee's immediate family. The immediate family shall be defined as spouse, children, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents and grandchildren. Two (2) additional working days time off with pay for traveling to said funeral may be granted and such additional time shall be charged to allowable sick leave, or personal business at the choice of the driver.

SECTION 3:            PERSONAL BUSINESS DAYS

- A. A maximum of three (3) personal business days will be allowed each year. These days cannot be used the first or last week of school, the day before or the day after a holiday, or in conjunction with sick days. These days shall be used to conduct valid personal business which cannot be conducted outside of the school day.
- B. Employees shall notify their supervisor of their intent to use a day and the nature of the business to be conducted, a minimum of forty-eight (48) hours ahead of time subject to shorter notification in cases of emergency.
- C. Any unused personal business days shall be accumulated into the employee's individual single sick leave bank in addition to their normal accumulative sick leave.

**ARTICLE XIX  
INSURANCE PROTECTION**

SECTION 1:            DISABILITY INSURANCE

The Board shall provide insurance coverage through MASB-SET or comparable insurance coverage from a carrier of the Board's choice which is equivalent to the long term disability insurance plan in effect June 1, 1987 for employees covered by this Agreement. The benefit level is to be determined by the applicable benefit to salary ratio established by the insurance plan.

SECTION 2:            LIFE INSURANCE

Each employee covered by this Agreement shall be provided by the Board a \$30,000 term life insurance with Accidental Death and Dismemberment.

SECTION 3:            HEALTH INSURANCE CONTRIBUTION

- A. The Employer will provide to each eligible driver, making application, who is not covered and not eligible to be covered by group health insurance benefits from any other source, a contribution toward payment of health insurance premiums for the health insurance program (SET/District) provided to other employee groups of the school district, according to the following schedule:

1995- 1998

Full Family (SET/District)	2,000+ hours
Single Premium	1,200 - 1,999 hours
.8 x Single Premium	750 - 1,199 hours
None	0 - 749 hours
\$2.00 co-pay on prescriptions	

- B. Hours worked per year shall be the total number of hours paid as a regularly scheduled bus driver for the school district on regular runs and field trips the previous year of employment July through June, including holiday pay. The monthly amount will be paid continuously through the twelve month period July through June while employed and the months of July and August will be paid if the bus driver completes the school year of employment. The monthly amount will not be paid during unpaid leaves of absence or layoff.

**ARTICLE XX  
HOLIDAYS**

- A. Each regularly assigned driver covered by this agreement who has completed one (1) year of service with the Board shall be paid the following holidays at their normal daily rate of pay:

New Year's Day  
Patriot's Day •  
Good Friday •  
Memorial Day  
Labor Day

Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day

- Alternate days will be designated if scheduled as an instructional day.
- B. Employees required to work on any of the above named holidays shall receive time and one-half (1 - 1/2) for all hours worked in addition to their regular holiday pay.
- C. To be eligible for the above named holidays, the employee must work their last scheduled work day before the holiday and their first scheduled work day following the holiday.
- D. If an employee reaches 2,000+ hours of employment, negotiations for vacation will be initiated.

**ARTICLE XXI  
GENERAL**

**SECTION 1:           JOB RELATED DUTIES**

The Board shall pay the bus driver the regular straight time hourly rate for the actual hours worked for any job related duties which are required of him or her by the Board.

**SECTION 2:           TRAINING**

In the event that a driver is requested to train a new driver, that driver shall be paid their regular hourly rate of pay.

**SECTION 3:           BUS DRIVER'S SCHOOL**

The Board shall pay the regular hourly rate of pay to each employee who attends the Bus Driver's School, plus the full cost of the tuition, up to the minimum number of hours required to maintain certification.

**SECTION 4:           PHYSICAL EXAMINATION**

Bus drivers shall annually be given a physical examination at time, dates and places to be determined by the Board and conducted by a physician appointed by the Board. The Board shall pay the full cost of this examination. As required by the Student Transportation Provisions, bus drivers shall be subject to random drug testing. The District shall provide copies of the legal requirements and Board policies for compliance with these provisions to each employee. Any disciplinary action which may result from these provisions shall be subject to the Grievance Procedures.

**SECTION 5:           DRIVER'S LICENSE**

Bus drivers shall obtain the appropriate license and endorsements as issued and approved by the State of Michigan before they shall be allowed to operate a school bus. The cost of this license shall be paid by the Board.

**SECTION 6:           RETIREMENT SEVERANCE**

In appreciation for services to the school district a severance payment of one hundred dollars (\$100.00) for each year of service to the Board as a bus driver will be paid, provided the employee shall have been employed as a bus driver in the Dexter Community Schools for ten (10) consecutive years and voluntarily resigns from active duty in good standing as a bus driver for the Board.



SECTION 7:            CHAPERONE PAY

If a bus driver accepts assignment as a chaperone for a Spectator Bus, the bus driver shall be paid at the rate of 75% of the bus driver base rate per hour and will be scheduled and allowed to work or be paid a minimum of two (2) hours for the trip.

**ARTICLE XXII  
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 the Worker's Compensation Law, provided that said employee reimburses the Board the amount of wage continuation benefits the employee receives under Worker's Compensation for an day which the employee receives sick pay from the Board. For any day that 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 the employee's gross pay actually paid by the Board. Such days shall be prorated to the nearest one-third (1/3) or one-half (1/2) of a days absence, whichever is applicable.

**ARTICLE XXIII  
JURY DUTY**

- A. Employees required to appear for jury duty shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for such jury service, provided the employee notifies the Court of the employee's employment responsibilities and works with the Board to attempt to be excused from such duty before the close of the school must immediately report this fact to the Board. The Board shall make a determination as to the necessity of the employee to report for duty.
- B. If in the opinion of the Union, undue hardship is created by the Board in the administration of this Article, the parties will upon written request by the Union, re-negotiate the return to work portion of this Article.

**ARTICLE XXIV  
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 in Schedule A attached hereto and made a part hereof by reference.



**ARTICLE XXV  
BINDING EFFECTIVE AGREEMENT**

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

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

SECTION 1

No agreement, alteration, understanding, variation, waiver or modification of any of the terms and conditions or covenants 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 Union and the Board.

SECTION 2

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

SECTION 3

If any Article or Section of this Agreement or any 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 affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

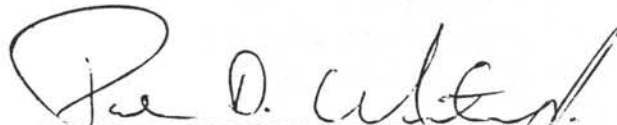
**ARTICLE XXVII  
TERMINATION AND MODIFICATION**

- A. This Agreement shall continue in full force and effect until June 30, 1998.
- B. If either party desires to terminate this Agreement it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.


- C. If either party desires to modify or change this Agreement, it shall, ninety (90) calendar days prior to the termination date, or any subsequent termination date, given written notice of amendment, in which the notice of amendment shall set forth the nature of the amendment desired. If notice of amendment of this agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- D. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified mail to the Union, the International Union of Operating Engineers, Local 547, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan, 48219, and if to the Board, Dexter Community Schools, 2615 Baker Road, Dexter, Michigan, 48130; or to any other address the parties may make available to each other.
- E. The effective date of this Agreement is July 1, 1995.

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

DEXTER COMMUNITY SCHOOLS  
BOARD OF EDUCATION

  
-----  
President

  
-----  
Secretary

  
-----  
Superintendent

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

  
-----  
Business Manager

  
-----  
President

  
-----  
Recording-Corresponding  
Secretary

**SCHEDULE A  
SALARY SCHEDULE**

<u>Classification</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Bus Driver	\$13.38/hr.	\$13.72/hr.	\$14.06/hr.
New Driver (7/1/95)	\$10.00/hr.	\$10.25/hr.	\$10.51/hr

