

8/31/92

PROFESSIONAL AGREEMENT  
BETWEEN THE  
MADISON BOARD OF EDUCATION  
AND THE  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547  
(MADISON BUS DRIVERS)

1989-1992

*Madison School District*



AGREEMENT

between

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

and

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

ARTICLE I

PURPOSE

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

ARTICLE II

UNION RECOGNITION

A. The Employer hereby recognizes that the Union shall be the exclusive representative of all the public employees in such unit for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

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

ARTICLE III

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 ninety (90) calendar days of the effective date of this Agreement, or within ninety (90) calendar days of their hire by the Employer, whichever is later, become members, or in the alternative, shall, as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

B. An employee who shall tender or authorize the deduction of membership dues or service fee 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 of payment of such dues or fees.

C. Employees who fail to comply with the conditions of this article shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice of such default is delivered to the Employer by the union.

D. If any provision of this article is deemed 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. The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name, date of hire, and Social Security Number of the new employee.

G. In the event that the Union refuses to accept any person so hired as a member, said person may continue employment by paying the regular monthly service fee.

## ARTICLE IV

### CHECK-OFF

A. During the life of this Agreement and in accordance with the terms of the Authorization of Check-Off of Dues or Service Fee hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct initiation fees, Union membership dues or service fees from the pay of such employees for whom it has on file an Authorization for Check-Off of Dues or Service Fees Form.

B. Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues or Service Fees together with the provisions of this Agreement. The Employer shall have no responsibility for collection of any other assessments or deductions in accordance with this provision.

C. A properly executed copy of such Authorization for Check-Off of Dues or Service Fees form for each Union employee for whom membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues or Service Fees forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues or Service Fees form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.

D. Check-Off deductions under all properly executed Authorization for Check-Off of Dues or Service Fees forms shall be come effective at the time the application is tendered to the Employer and shall be deducted from the first (1st) pay of the month and each month thereafter.

E. The Union will provide to the Employer any additional signed Authorization for Check-Off of Dues or Service Fees forms under which Union membership dues are be deducted.

F. Refunds - In cases where a deduction is made that duplicates a payment that an employee has already made to the Union, or where a deduction is not in conformity with the provisions of the Union constitution and by-laws, refunds to the employee will be made by the Local Union.

G. Deductions for a calendar month shall be remitted to the financial officer of the Local Union as soon as possible after the fifteenth (15th) day of the following month. The Employer shall furnish the designated financial officer of the Local Union monthly with a list of those for whom the Union has submitted signed Authorization for Check-Off of Dues or Service Fees forms but for whom no deductions have been made.

H. Any authorization for check-off deduction which has been duly executed and delivered to the Employer shall be irrevocable for the duration of this Agreement and may be revoked as of the expiration of the Agreement only by written notice given to the Employer by the employee at least thirty (30) days prior to the expiration of this Agreement.

I. Any dispute between the Union and the employee which may arise as to whether or not the Employer properly executed or properly revoked an Authorization for Check-Off of Dues or Service Fees form shall be reviewed with the employee by a representative of the Employer. Until the matter is disposed of, no further deductions shall be made. The Employer assumes no liability for the authenticity, execution, or revocation of the authorization form.

J. The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Agreement.

## ARTICLE V

### NON-DISCRIMINATION

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

## ARTICLE VI

### MANAGEMENT RIGHTS

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

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

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

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## ARTICLE VII

### JURISDICTION

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

## ARTICLE VIII

### CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. 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 it result in the reduction of the present work force as outlined in Schedule nor in the event of extension of service shall it be used to avoid the performance of work covered under this Agreement.

## ARTICLE IX

### SAFETY PRACTICES

The Employer will take reasonable measures in order to prevent and/or eliminate any hazards which the employee's may encounter at his/her place of work, in accordance with the provisions of the Occupational Safety and Health Act, state and local regulations.

## ARTICLE X

### SENIORITY

A. A newly hired employee shall be on a probationary status for ninety (90) calendar days taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) calendar day probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first ninety (90) calendar days of employment, shall work additional days equal to the number of days absent, and such employee shall not have completed his/her probationary period until these additional days have been worked.

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



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

D. An employee will lose his/her seniority for the following reasons:

1. The employee resigns.
2. The employee is discharged for cause and such discharge is not reversed through the grievance procedure.
3. The employee is absent for one (1) consecutive working day without notifying the Employer and/or without good and sufficient reason.
4. The employee falsifies his/her job application.

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

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

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

## ARTICLE XI

### TRANSFER AND PROMOTIONAL PROCEDURE

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

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

## ARTICLE XII

### NEW BUS RUNS

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

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

## ARTICLE XIII

### DISCIPLINE DISCHARGE

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

1. Unauthorized or excessive absence from work.
2. Commitment or conviction of any criminal act.
3. Conduct unbecoming any employee in the public service.
4. Disorderly or immoral conduct.
5. Drunkenness.
6. Dishonesty and falsification of employment application.
7. Insubordination and willful violation of employer's policies, rules, and procedures.

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

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

## ARTICLE XIV

### STEWARDS

A. The employees shall be represented by a chief and an alternate steward who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be furnished to the Employer in writing by the Union.

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

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

## ARTICLE XV

### LEAVE OF ABSENCE

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

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

C. Leaves of absence shall be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.

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

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

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

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

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

5. Any maternity leave granted will be without pay, however, the employee, upon return from the leave, shall have all previous benefits of this Agreement restored to her, but shall not accumulate any benefits while on such a leave.
  6. The provisions of a maternity leave shall not exempt an employee from the provisions of the lay-off procedure contained in this Agreement except the Board shall not be required to give notice of lay-off for the duration of the maternity leave.
  7. If the employee does not return upon the expiration of the maternity leave, she shall conclusively be deemed to have resigned unless mutually agreed upon by the Board and the employee prior to said date.
  8. Employees returning from a maternity leave shall furnish medical evidence of their ability to perform their normal work assignments.
  9. Employees may make written application for extension of the maternity leave subject to the provisions of the initial request.
  10. An employee may make written application to the superintendent for reinstatement prior to expiration of the leave. However, the Board of Education reserves the reasonable right to approve accelerated termination of maternity leaves on the basis of each individual case. The reasonable right of the Board of Education will be grievable.
  11. An employee on maternity leave must have her current address on file in the superintendent's office.
- H. The reinstatement rights of any employee who enters the military service of the United States by reason of an act of law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.
- I. Leaves of absence will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employee makes a written request for such leave of absence immediately upon receiving their orders to report for such duty.

J. Any employee in the bargaining unit who is either elected or appointed to a full time position or office in the Union whose duties require their absence from work, shall be granted a leave of absence for the term of such office or position.

K. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the employee, and a copy sent to the Union.

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

## ARTICLE 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 non-session school days.

D. A grievance concerning alleged safety hazards may be processed directly to step three (3) of the grievance procedure.

E. Any employee or union grievance which is not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee first became aware of the conditions giving rise to the grievance, unless, the circumstances made it impossible for the employee or the Union as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

F. Any grievance which is not appealed within the specified time limits set forth in that step level shall be considered settled on the basis of the decision rendered at the previous level. The failure of the Employer at any step level of the grievance procedure, to communicate the decision on the grievance in writing, to the Union within the prescribed time limits set forth in that step level of the grievance procedure, shall require that the relief requested by the Union be granted.

#### STEP ONE

A. Any employee having a grievance shall discuss the grievance informally with his immediate supervisor, and then if the grievance is not settled orally the employee may request a meeting with the Chief Steward to discuss the grievance.

B. The Chief Steward then may submit the grievance in writing to the immediate supervisor stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The employee and the Chief Steward shall sign the grievance.

#### STEP TWO

A. The Chief Steward shall meet with the immediate supervisor to discuss the grievance within five (5) working days of its written submission to the immediate supervisor.

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

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



### STEP THREE

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

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

### STEP FOUR

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

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

### STEP FIVE

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

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

ARTICLE XVII

PAID LEAVE

SECTION 1 - SICK LEAVE

A. Each employee covered by this Agreement will be entitled to paid sick leave at the rate of ten (10) days per year with a limit of seventy (70) days accumulation. A physicians statement may be required and the physician shall be selected by the Board for verification of illness of injury. Sick leave shall be granted to employees when they are incapacitated from the performance of their duties by sickness or injury. Sick leave shall also be granted when a member of the immediate family of the employee is afflicted with a contagious disease and requires the care and attendance of the employee, or when through exposure to the contagious disease the presence of the employee at his employment position would jeopardize the health of others.

B. Unused sick leave above seventy (70) days will be reimbursed at the rate of \$11.00 per day with the maximum of ten (10) days reimbursable. Sick days accumulated beyond seventy (70) days prior to the effective date of this Agreement shall not be lost except by use.

SECTION 2 - FUNERAL LEAVE

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

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

SECTION 3 - PERSONAL BUSINESS DAYS

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

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

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

C. Requests for personal business days must be submitted to the superintendent of schools at least two working days prior to the date being requested, and each request must state the exact reason for the request.

ARTICLE XVIII

JURY DUTY

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

ARTICLE XIX

GENERAL INFORMATION

SECTION 1 - TAX SHELTERED ANNUITIES

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

## SECTION 2 - DEDUCTIONS

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

## SECTION 3 - CONTINUING EDUCATION

The Employer agrees to pay the full tuition for any employee it so designates to attend a workshop, in-service training seminar, self-improvement course, or other job related training which is of such a nature specifically designated to provide job improvement.

## SECTION 4 - PHYSICAL EXAMINATIONS

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

## SECTION 5 - DRIVER LICENSING

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

## SECTION 6 - MILEAGE

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

## SECTION 7 - ACT OF GOD

The Employer will guarantee that there will be a total of 180 days of school each year and therefore will guarantee bus drivers 180 days of work. The Employer will have the prerogative to reschedule any school days cancelled because of any Act of God, and bus drivers shall perform their normal duties on such rescheduled days without receiving any additional compensation.

## SECTION 8 - STATE REQUIREMENTS

All drivers must meet state requirements as specified by the State of Michigan before they shall be allowed to operate a school bus, with such requirements to be met by any new driver within ninety (90) calendar days from their date of hire, with such verification as to the employee meeting those requirements to be furnished to the chief steward in writing.

## SECTION 9 - BUS STOPS

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

## SECTION 10 - ABSENCE OF REGULAR DRIVERS

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

SECTION 11 - BUS CERTIFICATION TESTS

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

SECTION 12 - PAID RETIREMENT

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

SECTION 13 - JACKETS

Upon a driver reaching five years of service with the Employer the Employer shall make a one-time contribution of up to \$50.00 towards the cost of a Madison School Bus Driver's jacket.

SECTION 14 - LONGEVITY

The Employer shall make an annual longevity payment of one hundred dollars (\$100.00) to each employee with ten (10) years or more of service to the school system.

ARTICLE XX

HOURS AND WORK WEEK

SECTION 1

A. The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending 120 hours thereafter.

B. The normal work day shall be whatever would constitute the bus driver's normal daily bus run, except in the case of an emergency.

C. Disciplinary Action for Students Riding Busses - Bus drivers shall report behavior of students detrimental to the safety of the bus operation in writing to the transportation supervisor. A duplicate copy of this report will be provided by the driver for the parents of the child. Upon receipt of the discipline report the parent shall be required to contact the transportation supervisor and arrange an appointment to meet within twenty-four (24) hours with the transportation supervisor and the bus driver. Failure of the parent to attend such a meeting will result in the indefinite suspension of the child's privilege to ride the bus. A second discipline problem will result in a five day suspension or a paddling. When a child has been reported for three (3) validated discipline problems during one school year that child will be suspended from the transportation system for the remainder of the school year. If a discipline problem is of a flagrant nature the normal discipline procedures outlined above may be expedited as deemed appropriate by the administration.

## SECTION 2

A. A regular driver will drive the first hour on an extra run if the driver misses one regular run and will drive its first two hours on an extra fun if the driver misses two regular runs to qualify for their daily rate. The extra pay rate begins after the hour or two hours depending on the runs missed.

B. At the beginning of each school calendar year, each bus driver shall indicate in writing to the Transportation/Maintenance Supervisor if he/she desires to be placed on either the ACTIVE or INACTIVE SENIORITY LIST, so that the Transportation/Maintenance Supervisor will have available a listing of all the bus drivers who desire to make the extra bus runs.

C. When extra bus runs are to be scheduled, the bus drivers shall be given a minimum of twenty-four (24) hours notice except for fan bus runs. The transportation supervisor will contact three bus drivers with the highest seniority on the active seniority list to be on stand by for the fan bus runs.

D. When extra bus runs are to be scheduled the Transportation/Maintenance Supervisor shall contact the employee with the highest seniority on the active seniority list first. Then, as additional extra bus runs become available, the Transportation/Maintenance Supervisor shall continue to go down the entire active seniority list until each employee has either run an extra bus run or has had the opportunity to take an extra bus run. When all of the employees on the active seniority list have been asked to drive an extra bus run, the Transportation/Maintenance Supervisor shall then once again go to the most senior bus driver on the active seniority list and again continue to rotate all the extra bus runs according to seniority on the active seniority list. There shall be no trading of extra trips. If a driver passes an extra trip that is later cancelled, the pass will still be counted in assigning future extra trips.

E. The employees shall indicate their desire as to being placed on either the ACTIVE or the INACTIVE SENIORITY LIST in writing to their Transportation/Maintenance Supervisor on application forms to be furnished by the employer. An employee may also be transferred from either the active seniority list to the inactive seniority list or from the inactive to the active seniority list by requesting from his supervisor the proper application form and by submitting such form in writing to his Transportation/Maintenance Supervisor.

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

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

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

I. A driver not allowed to wait at the site of an extra trip shall be paid two hours at the hourly trip rate for each trip that is not returned to school by the driver. When a driver is required to return to the site of an extra trip to pick up passengers the driver shall be guaranteed a minimum amount of time before being required to leave home for the return trip.



SECTION 3 - BIDDING OF BUS RUNS

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

SECTION 4 - EXTRA TRIPS PAY

A newly hired employee shall not be eligible for an extra trip until the successful completion of the ninety (90) day probationary period.

The bus drivers who drive an extra trip shall be paid at the following rates:

1989 - 90	\$8.20
1990 - 91	\$8.40
1991 - 92	\$8.60

The driver is to be paid from the time of departure on the extra trip until the driver returns from the assigned extra trip.

SECTION 5 - VOCATIONAL AND KINDERGARTEN RUNS

Bus drivers shall be paid the same rate as a daily run for vocational and kindergarten bus runs.

SECTION 6 - CALL BACK

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

SECTION 7 - SAFETY COMMITTEE

A committee of three (3) employees who are covered by this Agreement who drive morning runs will volunteer to check road conditions on an inclement weather day, and each such employee shall be paid for one hour at the current extra trip rate for each such day on which each person on the committee does actually check road conditions.

## SECTION 8 - MEAL ALLOWANCE

A bus driver who is attending a state approved bus school will be paid a meal allowance of up to \$3.00 for lunch, and up to \$5.00 for dinner providing the driver is required to be away from home during the regular lunch or dinner hour. The employees shall submit a receipt to the Employer for all such meal allowances, and the Employer shall reimburse the employee up to those specified amounts.

## SECTION 9 - TEACHER CONFERENCE AND EXAM DAYS

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

## SECTION 10 - ADDITION OF PARTIAL RUNS

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

## SECTION 11 - JOB RELATED DUTIES

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

## ARTICLE XXI

### HOLIDAYS

The employees covered by this Agreement shall receive their regular daily rate of pay for Thanksgiving and Christmas.

## ARTICLE XXII

### STRIKE PROHIBITION

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

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

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

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

#### ARTICLE XXIII

##### 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 XXIV

##### BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXV

SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

SECTION 1

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

SECTION 2

The waiver of any breach of condition of this Agreement by either party shall not constitute 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 effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

SECTION 4

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

SECTION 5

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

ARTICLE XXVI

TERMINATION AND MODIFICATION

A. This Agreement shall continue in full force and effect until August 31, 1992.

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

C. If either party desires to modify or change this Agreement, it shall ninety (90) calendar days prior to the termination, or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of this amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) 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: International Union of Operating Engineers, Local #547, AFL-CIO, 13020 Puritan Ave., Detroit, MI, 48227, and if to the Employer addressed to: Madison School District, 3498 Treat Hwy., Adrian, MI 49221, or to any other such address the Union and Employer may make available to each other.

E. The effective date of this Agreement is September 1, 1989.

SCHEDULE A  
WAGE SCHEDULE

<u>CLASSIFICATION</u>		<u>BASE RATE</u>
BUS DRIVER	1989-90	\$30.00/DAY
	1990-91	\$31.50/DAY
	1991-92	\$33.00/DAY

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

MADISON SCHOOL DISTRICT  
BOARD OF EDUCATION  
LENAWEE COUNTY

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL  
#547, 547A, 547B, AND 547C,  
AFL-CIO

*James S. Hawley*  
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*5/8/89*  
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*Peter J. Bellows*  
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*Robert J. Jones*  
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*Jennifer A. Hudson*  
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