

Agreement
Between the
Shepherd Public Schools Transportation Employees
AFSCME Local 1855
and
Shepherd Public Schools
Fiscal Year 2011-2012

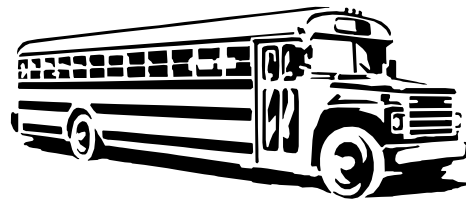


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Agreement

This Agreement is entered into by and between the AFSCME Local 1855 Shepherd Public Schools Transportation Employees (hereinafter “Union”, and Shepherd Public Schools, (herein after “Employer”).

In consideration of the following mutual covenants, it is hereby agreed as follows:

- A. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.
- B. The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, employees, and the Union. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes, which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

Article 1 – Recognition

- A. The Employer recognizes the Union, as the sole and exclusive bargaining representative for the purpose of the Public Employment Relations Act, for all regular transportation bus drivers and community education drivers, but excluding supervisors, substitutes, mechanics, garage helpers and all other employees.
- B. Unless otherwise indicated, use for the term “employee” when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit.
- C. The term route is defined as a combination of runs that compose a daily assignment for a driver.
- D. The term Primary Run is defined as:
 - 1. An a.m./p.m. component of a daily route during which students are picked up in the morning and are taken to a school and are taken home at the end of the day.
 - 2. A free standing a.m. or p.m. component of a daily route that occurs during the same general time period as those runs under D (1) during which students are taken to a school or are returned later in the day.
- E. The term Secondary Run is defined as a run driven outside of general time frame of Primary Runs.
- F. For purposes of this Agreement (i.e. filling vacancies, layoff and recall) Primary Runs will not be split.

Article 2 – Board Rights and Responsibilities

- A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity of the children of the district, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law, including:
1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Employer.
 2. Assign and direct its personnel, to determine the number of personnel and scheduling of all the foregoing, and to establish, modify or change any work or business or school hours or days.
 3. Direct the working forces, including the right to hire, promote, suspend, discharge, transfer, and assign work or duties to employees, to determine qualifications and conditions for continued employment, and to determine the size of the work force and to lay off employees.
 4. Adopt reasonable rules and regulations.
 5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and to determine the relocation or closing of offices, departments, divisions, or subdivisions, building or other facilities.
 6. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 7. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
 8. Determine the policy affecting the selection, testing or training of employees.
 9. Continue the right to determine and re-determine job content.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of 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.

Article 3 – Seniority

- A. Seniority shall be defined as the continuous length of service within the Employer as a member of the bargaining unit. Date of hire shall be defined as the day on which the Employer provides written notice to the bargaining unit members that they have been hired. The Employer shall provide the Union a copy of the notice.

In the event that more than one employee has the same date of hire, position on the seniority list shall be determined by drawing lots.

- B. The Employer shall annually (by November 1) provide to the Union a list of the employees arranged in order of their seniority. The Union shall have thirty (30) workdays after receipt of said list to make any objection regarding the accuracy of the list. Absent such objection, the Employer's list shall be conclusive.
- C. An employee's seniority shall terminate if:
 - 1. The employee quits.
 - 2. The employee is discharged.
 - 3. The employee retires under the Michigan Public School Employees Retirement System.
- D. An employee who is newly employed to fill a regular position within the bargaining unit shall be considered a probationary employee for the first fifty (50) days actually worked by the employee.

There shall be no seniority among probationary employees. Probationary employees are subject to discipline and discharge at the will of the district and such actions are not subject to review through the grievance procedure. Upon completion of the probationary period, the employee will be listed on the seniority list based upon the date of hire as set forth in Section A above.

Probationary employees will not be eligible for unpaid leaves, holidays, insurance or paid leave time.

Article 4 – Union Rights

- A. The Union and its representative shall have the right to use Employer buildings at all reasonable hours for meetings in accordance with the Employer's building use policy.
- B. Duly authorized representatives of the Union and its respective affiliates shall be permitted to transact official Union business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations.
- C. The Union shall have the right to use and/or have access to Employer facilities and equipment, including typewriters, mimeographing machines and other duplicating equipment at reasonable times when such equipment is not otherwise in use.
- D. The Union shall have the right to post notices of activities and matters of Union concern on a designated bulletin board.
- E. The Employer agrees to furnish to the Union, in response to reasonable requests, information necessary to administer or negotiate the contract.

Article 5 – Employee Rights and Protections

- A. After completion of the probationary period, no employee shall be disciplined or discharged without just cause. The term “discipline” as used in this Agreement includes warnings, reprimands, suspensions without pay, or discharges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee and the Union.

It is expressly understood that any employee under the influence of alcohol or controlled substances, who fails required testing under the provisions of the Omnibus Transportation Employee Testing Act or who refuses to submit to testing, will be terminated without recourse to the grievance procedure.

- B. An employee shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with the respect to the employee until such representative of the Union is present, provided a delay of not more than twenty-four (24) hours results. Should disciplinary action be likely to occur at a given meeting, the employee shall be advised immediately of said possibility.
- C. An employee shall have the right, upon request, to review the contents of their personnel file. A representative of the Union may request to review said file with the employee. The review shall be made in the presence of the administrator responsible for the safekeeping of such file.
- D. Any complaints by parents or guardians of a student directed toward an employee shall be called to the employee’s attention within five (5) days of the date on which it is determined to pursue the complaint. Notice of the complaints will be in writing. The employee will make a written response to the complaint within five (5) days.
- E. Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property. However, this provision shall not be interpreted to require the Employer to assume financial responsibility beyond the coverage provided in the Employer’s insurance policies.

Article 6 – Leaves

A. Paid Leaves

1. At the beginning of each work year, each employee shall be credited with twelve (12) days of leave in accordance with the following schedule.

Leaves shall be prorated for employees who are hired after the beginning of the school year.

- a. One (1) run per day employees; twelve (12) runs per year.
- b. Two (2) runs per day employee: twenty-four (24) runs per year.

- c. Three (3) runs per day employee: thirty-six (36) runs per year.
- d. Four (4) runs per day employee: forty-eight (48) runs per year.
- e. Five (5) runs per day employee: sixty (60) runs per year.

Leave units may be used in one run units. There shall be a limit on the accumulation of leave time of sixty (60) days.

- 2. In the event of the death, resignation after ten (10) years, or retirement under MPERS of an employee, full trip wages, less mileage, for unused leave days shall be paid to the beneficiary/employee.
- 3. Leaves days may be taken for:
 - a. Personal illness
 - b. Family illness
 - c. Personal business (limit two days per year for those hired into the unit after September 1, 2009) or vacations (applies only to those hired into the unit on or prior to September 1, 2009). Use of leave days for personal business or vacations shall be scheduled in advance and are subject to prior approval by the supervisor. Vacations while school is in session shall not exceed one (1) week. A vacation or personal business leave may be denied in cases where there are an inadequate number of substitutes to provide coverage of the bus runs.

At the end of each school year, employees shall be paid at full trip wages for any unused leave days in excess of sixty (60) days.

- 4. The Employer shall pay to such employee the difference between his/her salary received under the Michigan Worker's Compensation Act for the duration of an absence due to work related injuries up to the number of accumulated leave days. Such difference will be deducted from paid leave.
- 5. Any employee whose personal illness extends beyond the period compensated under the previous sections of this Article, shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness subject to the provisions of Section B.
- 6. When serving as a member of a jury, the employee will receive the difference between the pay for jury duty and the employee's regular pay. An employee is expected to report for regular school duty when temporarily or permanently excused from attendance at court.
- 7. The employee shall be granted a maximum of four (4) days paid leave in cases of death of immediate family members. Immediate family shall be interpreted as spouse, parent, brother, sister, children, grandchildren, grandparent and in-laws or

member of the employee's household. Unused funeral/bereavement leave shall not be cumulative.

8. The Employer may require that any employee applying for use of sick leave for any particular day(s) of absence procure a doctor's certification of illness or disability for the day(s) absent. Any actions taken by the Employer shall be in accordance with the provisions of Article 5. A doctor's release to return to work may be requested.

B. Unpaid Leaves

1. Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee. The leave may be extended upon written request of an employee. During said leaves, seniority shall continue to accumulate. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leaves.
2. Parental/Child Care Leave requests shall also include a statement from the attending physician indicating anticipated date of birth of the child, where applicable. Parental/Child care leaves may be granted for the birth and/or care of a newborn or a seriously ill child or in conjunction with the adoption of a child.
3. Only employees who have one or more years of seniority may be granted an unpaid leave of absence. Any requests for extension shall be submitted in writing prior to the expiration of the leave.
4. An employee returning from a leave of absence shall be reinstated to the same position they held when the leave began unless the position has been eliminated. If the employee's position has been eliminated, the employee shall be assigned to an equivalent position (if available) held by an employee with less seniority or by a non-unit employee. An employee returning from a leave of absence of less than ninety (90) work days shall be placed at the experience (pay) level as they would have been at had they worked in the district during such period. At least five (5) working days prior to the date a leave is scheduled to expire, an employee shall notify the Employer or his/her intent to return to work.
5. Unpaid leaves of absence of more than five (5) days requested due to illness shall be accompanied by appropriate certification. The Employer shall have the right to request independent medical verification at the Employer's expense. In the event of conflicting opinions, the employee and the Employer shall mutually agree upon the appointment of an impartial third physician whose opinion shall be conclusive and binding. In the event of the inability of the parties to agree upon the appointment of the third physician, such appointment shall be made by the County Medical Society. Any examination by an impartial third physician shall be at the expense of the Employer.

Article 7 – Vacancies and Transfers

- A.
1. Prior to the beginning of each school year, the Employer shall assign the run to each employee that they had at the conclusion of the previous school year except as provided below. In the event the run has been eliminated, the employee shall be considered laid off and have all rights and benefits defined in Article 10. The Employer may modify the bus runs and stops to accommodate the student population.
 2. Two employees may agree to exchange their assigned runs. Such exchange shall only be made with the agreement of the employees involved and the Transportation Supervisor.
 3. In the event that an employee severs employment, with or without notification, their position will be considered vacant.
 4. In the event the Transportation Supervisor, Union or employee believes there is a need to change an employee's assigned run, the supervisor, employee and Union shall discuss the reasons for such change. After a discussion, the employee may request that the supervisor put the reasons for the change in writing.

In changing an employee's assigned run, the supervisor shall first seek volunteers. If there are no volunteers for a change, the supervisor may reassign the employee to a pool run. An employee may not be involuntarily reassigned more than once in any twelve-month period. Runs 01-2 and 99-2 are designed-as pool runs. In the event of the need to either change pool runs or add to the number of pool runs, the primary run as described in Article 1(D)(1) occupied by the least senior driver will be added to the list.

When posting vacancies for pool runs, it will be designated as such on the posting.

B. Temporary Vacancies

1. A temporary vacancy shall be defined as the primary or secondary run components of a route that is created for a limited period of time or a position held by a member on a leave of absence.
 - a. A temporary vacancy on a secondary run of thirty (30) school days or less (90 school days or less in the instance of a primary run) need not be posted nor is there any requirement that the vacancy be filled in accordance with the vacancy posting procedure set forth in this Article.
 - b. Any temporary vacancy on a secondary run exceeding thirty (30) school days, that is not expected to last longer than ninety (90) school days, will continue to be posted as a temporary vacancy. If such a temporary vacancy lasts longer than ninety (90) school days, it will be considered a permanent vacancy without further bidding.

Any temporary vacancy in a secondary run expected to last longer than ninety (90) school days will be posted as a permanent vacancy.

2. In the event a temporary vacancy is filled by a non-bargaining unit employee, the vacancy shall be re-posted for the following school year if it continues to be vacant.
3. An employee who fills a temporary vacancy shall return to their regular position when the vacancy terminates.
4. A temporary vacancy of more than the school days set forth in Section B(2) above, shall be posted and filled by the most senior applicant. If filling of the temporary vacancy should result in another run being vacated, the Employer may fill the second vacancy at its discretion.
5. In the event a temporary vacancy is initially scheduled to be for a period of time less than the school days set forth in Section B(2) above and is later found that it will be more than the school days set forth in the aforementioned section, the temporary vacancy shall be filled in accordance with the procedure set forth in this Article as soon as it becomes known that the vacancy will be vacant for more than the school days set forth in Section B(2).

C. **Permanent Vacancies**

1. A permanent vacancy shall be defined as a newly created position or an existing position that is not filled (i.e., retirement, death, or separation from service). When a route becomes vacant, the primary and secondary runs shall be posted separately.
2. Positions shall be posted within five (5) workdays after a vacancy occurs.
3. Vacant positions shall be posted for a period of seven (7) calendar days during which time applicants must be submitted in writing as per the instructions on the job posting. Posting of vacancies during the summer months shall be mailed to the Chapter Chairperson.

Any employee wanting copies of the postings during the summer months shall give self-addressed, stamped envelopes to the Transportation Supervisor or Chapter Chairperson and copies of the postings will be mailed to them.

A vacancy shall be filled on a temporary basis by a non-unit employee until the posting requirements can be met.

4. Where it is financially more efficient to do so, runs may be combined by the Employer for posting purposes.
5. Except as set forth in this subsection, a vacant position shall be awarded to the most senior applicant who is qualified. Vacant primary routes shall first be filled by posting the position under this section before recalling an employee from layoff. Vacant secondary positions will first be filled in accordance with Article

10(C). In the event there are no request for transfers, laid off employees shall be recalled.

6. In filling vacancies, a driver shall not bid and accept a vacant assignment that conflicts with current assignment when such an acceptance would require him/her to vacate portions of the regular current assignment in order to acquire the additional work.
7. Van runs shall not be construed or configured with two or more runs combined such that the Employer will avoid having to pay initial base run wages. When pick ups and deliveries requiring added distance are attached to an established van run, the driver awarded such an addition shall receive added compensation equal to one-half current base run rate plus additional pay the added mileage generates.

Article 8 – Working Conditions

- A. Employees shall work the days set forth in the student calendar.

Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions are defined by the city, count or state health authorities may be rescheduled to ensure that there are the number of days required to receive full state aid payments. Employees will receive their regular pay for days that are cancelled and are not rescheduled provided the Employer receives State Aid for the cancelled time.

- B. Employees shall be notified of school delays or closings by 6:00 a.m. Failure to provide notice by 6:00 a.m. shall result in employees who show up for work being paid the regular route rate for their morning run.
- C. Employees shall be compensated an additional two dollars (\$2.00) per run in which an employee is required to assist with the loading and unloading of a physically handicapped student.
- D. The Employer shall purchase a new jacket (up to \$70) for each employee every two (2) years. Prior to the purchase of the jackets, a committee comprised of three (3) bargaining unit members shall recommend to the Transportation Supervisor two (2) styles of jackets. If there is disagreement with the recommendations, the committee and supervisor shall meet to jointly determine mutually acceptable selections. Each employee shall choose the style they desire.
- E. The Employer recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline on the school bus.

The Employer recognizes the need to have reasonable rules established for student conduct. At the beginning of each school year, the Employer will publish to all students and staff of the Employer's a copy of all rules of conduct for students as shall be in effect at the time. In addition to the rules set forth above, each employee may establish additional rules to the Transportation Supervisor.

- F. An attempt shall be made to notify employees of any health problems which would be relevant to the transportation of students that the employee is required to transport. The Employer shall provide training or guidance if necessary to employees on how to respond to the student’s health problem(s).
- G. Employees shall be reimbursed for all required mileage driven on the job in the employee’s vehicle at the Employer established rate.
- H. Employees shall be paid the following meal allowances for all trips and/or required meetings exceeding three hours other than regular routes.

Beginning or occurring these times

Breakfast	\$5.00	5:00 a.m. through 8:00 a.m.
Lunch	\$7.00	11:00 a.m. through 1:00 p.m.
Dinner	\$9.00	5:00 p.m. through 7:00 p.m.

A restaurant receipt or other itemized proof of the purchase must be provided for reimbursement.

- I. Employees shall be paid their hourly rate for attendance at all Employer requested or mandated meetings or training.

Article 9 – Grievance Procedure

- A. A “grievance” shall be defined as a dispute an employee, groups of employees, or the Union regarding the meaning, interpretation or application of the express terms and provisions of this Agreement.

“Days” shall refer to employee workdays during the school year and shall refer to calendar days during the summer months, exclusive of Saturday, Sundays and holidays.

B. Procedure of Handling

1. The employee(s) who feel that they have a grievance shall first take up the matter with the Transportation Supervisor (within ten (10) days after the occurrence giving rise to the grievance, or ten (10) days following that date on which the employee(s) reasonably should have known of the facts giving rise to the grievance) who will attempt to resolve the matter within ten (10) days.
2. If this (Step 1) fails to resolve the grievance, the employee(s) shall within five (5) days reduce the grievance to writing specifying the section of the contract he alleges is violated, the events that caused the alleged violation and the remedy he seeks and submit it to the Superintendent. Upon receipt of the written grievance, the Superintendent shall attempt to resolve the matter within fifteen (15) days. The Superintendent’s disposition shall be in writing.

- C. If the Union is not satisfied with the disposition of the grievance by the Superintendent, if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator upon written notice to the Superintendent within thirty (30) days of the Superintendent's answer. If the parties cannot agree as to the arbitrator within fifteen (15) days from the notification date, the arbitrator shall be selected from the list of qualified arbitrators from the Michigan Employment Relations Commission in accordance with its rules and procedures. The Employer and the Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement as written. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties.

Powers of the Arbitrator

It shall be the function of the arbitrator, and the arbitrator shall be empowered, except as the arbitrator's powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- a. The arbitrator shall have no power to establish salary scales.
- b. The arbitrator shall have no power to rule on any of the following:
 1. The termination of services of any probationary employee.
 2. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
 3. Any matter involving the content of any evaluation.
 4. The Arbitrator shall have no power to change any practice, policy or rule of the Employer nor to substitute the arbitrator's judgment for that of the Employer as to the reasonableness of any such practice, policy, rule or any action taken by the Employer. The arbitrator's power shall be limited to deciding whether the Employer has violated the expressed articles or sections of this Agreement; and the arbitrator shall not imply obligations and conditions binding upon the Employer from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.
 5. The arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of the Employer to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of the Employer and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- c. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved and the Employer.

Claim for Back Pay

The Employer shall not be required to pay back wages accrued more than twenty-five (25) days prior to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that the employee may have received from any source during the period of back pay.
2. No decision in any one case shall require a retroactive wage adjustment in any other case.

Article 10 – Layoff and Recall

- A. Layoff shall be defined as a reduction in daily routes or runs (Primary or Secondary).
- B. No employee shall be laid off unless said employee shall have been notified of said layoff at least ten (10) calendar days prior to the effective date of layoff. In such instances, the Employer shall identify the specific routes or runs to be eliminated and shall notify the employee(s) in those positions with a copy to the Union. Employees affected shall have the right to assume an equivalent position that is held by the least senior employee, provided the more senior employee holds the appropriate certification and is qualified. New employees shall not be hired or employed by the Employer while there are laid off employees.

If an employee is totally laid off or in the instance of a run reduction (Primary or Secondary), equivalent shall mean an assignment within the same time frame that does not conflict with the laid-off employee's current work schedule. Distance traveled in the replacement assignment may be the same, more or less than that which was lost.

An employee notified of impending layoff/reduction must exercise their option to assume an equivalent assignment within three (3) days of receipt of such notice or forfeit the option.

- C. Totally laid off employees and those employees who lost a secondary run shall be recalled in order of seniority, with the most senior being recalled first to any vacant position, after the position has been posted as required under Article 7-C-5.
 1. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records with a copy to the Union. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as this/her current mailing list.
 2. A recalled employee shall give notice of intent to return to work within three (3) working days after receipt of notice of recall and shall return to work within five (5) working days after receipt of notice of recall or such employee shall be terminated without recourse under this Agreement.

3. An employee who declines recall shall forfeit their seniority rights. Employee(s) on layoff shall accrue seniority during the period of such layoff.
- D. A laid off employee shall, upon application and at their option, be granted priority status on the substitute list according to their seniority.
- E. An employee who is laid off for more than thirty-six (36) calendar months shall be removed from the seniority list.
- F. In the event an employee's work assignment is reduced on a per run basis and the affected employee is unable to assume an equivalent position, the employee shall be allowed to remain on the recall list until they accept an available assignment, pursuant to Section E above.

Article 11 – Evaluations

- A. All evaluations shall be reduced to writing and a copy given to the employee. If the employee disagrees with the evaluation, they may submit a written response, which shall be attached to the file copy of the evaluation in question. If the Transportation Supervisor believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms.
- B. Following each formal evaluation, which shall include a conference with the evaluator, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the employee's signature be construed to mean that they necessarily agree with the contents of the evaluation. All written evaluations are to be placed in the employee's personnel file and shall be treated as confidential information.

At the completion of the probationary period, an evaluation of the employee's work shall be completed, following the procedures of this provision.

- C. In the event an employee is not continued in employment, the Employer will advise the employee of the specific reasons therefore in writing.

Article 12 – Miscellaneous

- A. This Agreement shall constitute a binding obligation of both the Employer and the Union and for the duration hereof may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.
- B. This Agreement shall supersede and have precedence over any rules, regulations or practices of the Employer, which shall be contrary to or inconsistent with the terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.
- C. If any article or section of this Agreement should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any

article or section should be restrained pending a final determination as to its validity, the remainder of this Agreement and/or its applications shall not be affected thereby. If any Article or section is held invalid or enforcement of or compliance with which has been restrained, the parties shall enter into immediate negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section.

- D. Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an emergency manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement. No grievances may be processed contesting actions taken by an emergency manager since those actions are outside of the control of the District.

Article 13 – Continuity of Operations

The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. Under no circumstances will the Union cause or permit its members to cause nor will any employee take part in any strike, sit-down, stay-in, or slowdown, or any curtailment of work or restriction of production or interference with the operations of the Employer.

Article 14 – Drivers Certification and Physicals

- A. All employees must pass required physical examinations as required by law. Physical examinations shall be given by a school-designated physician and shall be paid by the Employer. The district shall pay for or provide all required TB tests and follow-up x-rays.
- B. Employees must satisfy all certification and training requirements adopted by the **State** of Michigan. The Employer shall reimburse employees for the cost of licenses or the renewal of licenses, including CDL, required for the employee to perform his/her job.

Employees hired after September 1, 1997 must be certified and qualified to operate all student transportation vehicles operated by the school district.

If an employee is separated from employment during their first three years of employment, the employee shall have deducted from their final paycheck a pro-rated share of the cost of the license, group designation, and/or endorsement based upon the number of years remaining on said license, group designation, or endorsement.

- C. In the event the Board finds it necessary to take steps to be in compliance with the American with Disabilities (ADA) and other similar state or federal legislation, they shall immediately notify the Union of the problem(s). The parties shall meet and discuss any changes that may be necessary. Any changes which require a modification in the terms and conditions of this Agreement, shall be negotiated by the parties.

- D. In the event an employee loses their certification or does not meet the training requirements adopted by the State of Michigan, the employee shall be terminated. This section will not apply where the employee was on an approved unpaid leave and was not physically able, while on the leave, to complete the requirements. Where not physically able, the driver's leave will be extended until the first available testing date for recertification in order for the driver to complete the requirements. If the driver fails to do so, the driver will be terminated.

Article 15 – Agency Shop and Payroll Deductions

- A. Upon completion of the probationary period, the payment of membership dues or service fees is required as a condition of this agreement.
- B. Dues and/or fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the Local Union. Each employee and the union hereby authorize the Employer to rely upon and to honor certifications by the financial officer or a designated representative of Council 25, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or fees.

Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan AFSCME Council 25, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than ten (10) days following the date on which they were deducted.

The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees, who through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance.

- C. The deduction of dues and service fees are required as a condition of the master agreement and shall therefore be deducted pursuant to the authority of the Board to do so as set forth in MCLA 408.477.
- D. The Union will certify at least annually to the Employer ten (10) days prior to the date of the first payroll deduction for membership dues and at least ten (10) days prior to the date of the first payroll deduction for service fees, the amount of said membership dues and the amount of service fee to be deducted by the Employer and that said service fee includes only those amounts permitted by the Agreement and by law.

In the event of a challenge to the agency shop fee, the Union also agrees to furnish the Employer, upon request, with the supporting rationale for agency shop fee challenge procedures and expenditure allocations.

- E. An employee who because of sincerely held individual religious beliefs or due to adherence to teachings of a bona fide religion, body, or sect which as historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Union membership or otherwise financially support the Union as a condition of employment. However, such employee shall be required, in lieu of periodic

dues, service fees, and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one of three such charitable organizations as mutually designed by the Employer and the Union.

- F. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided.
- (a) The Employer gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires, and
 - (b) The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
 - (c) The Union shall have complete authority to compromise and settle all claims, which it defends, under this section with the advice and consent of the Board.

The Union agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

- G. Upon submission of written authorization, Employees may utilize payroll deductions available through the Business Office.

Article 16 – Job Description

Job descriptions shall be developed with employee input. The descriptions shall include at a minimum:

1. Job title and description
2. Minimum requirements of the Job
3. A specific statement of required tasks and responsibilities.

Article 17 – Extra Trips

Definition: Extra trips shall be defined as any extra curricular trip or sporting event requiring the use of more than one van

A. **Regular Trip Chart**

1. Employees will be added or removed from the extra trip chart at the employee's option by providing written notice. Employees may not make a change in their inclusion or deletion from the list more than once every three (3) months.

2. The trip chart shall be posted in the bus garage listing all of the employees based upon seniority.

The posting shall include the date of the trip, the departure time, school, event and destination.

3. By 10:00 a.m. on the Thursday of each pay week, trips shall be posted next to the trip chart and assigned for the following two weeks.
4. The assignment of trips shall be on a rotation basis. The initial rotation shall start with the most senior employee. The initial rotation shall begin on the first student day of each school year and end on the last student day. During the school year, the rotation shall continue through the list beginning with the employee listed after the employee last assigned a trip. The extra trip chart shall be “frozen” during winter break and spring break.
5. In the event an extra trip is cancelled, the employee shall be added to make-up list. The employee whose trip was cancelled shall first be offered a trip that arises between the bi-weekly scheduling; trips available due to illness or unavailability of the employee scheduled trip assignment, the make-up list shall be used first before continuing with the regular rotation.
6. All trips scheduled to be assigned shall be listed. The first person in the rotation choosing the trip of preference on through the list until all trips are assigned.
7. Employees may exchange extra trips providing that both employees agree and the change is authorized by the Transportation Supervisor.
8. An employee who is not available nor able to take their afternoon run due to illness, shall not be allowed to take an extra trip that afternoon or evening.
9. An employee who is offered an extra trip with less than forty-eight (48) hour notice and is unable to take the trip shall not be charged with a refusal.

10. **Day Trip**

Day trips are driving assignments that occur during the workday that may require regular drivers who are available to drive at the time the assignment is to be covered.

- a. If an employee is unable to drive their regular run as a result of an extra trip assignment, the regular run(s) shall be offered to all regular employees on a “day trip” list.
- b. Employees must personally sign up daily by 7:30 a.m. if interested in such assignments.
- c. The assignment of day trip drivers shall be on a rotation basis. The initial rotations shall start with the most senior employee. The initial rotation shall begin on the first student day of each school year and end on the last student day. During the school year, the rotation shall continue through

the list beginning with the employee listed after the employee last assigned a trip.

- d. Any driver interested in driving a kindergarten route shall specify so when signing for the "day trip list". To be assigned a kindergarten route form this list, the driver must have completed the training provided first.

B. Summer Trip Chart

1. Prior to May 15 of each school year, each employee shall notify the Transportation Supervisor if the employee wants to drive extra trips during the summer months. Each employee shall indicate his/her preference in writing.
2. The employees indicating a preference for driving extra trips shall be placed on the summer extra trip list according to seniority. The most senior employees shall be listed first. The trip chart shall be posted in the bus garage.
3. The assignment of trips shall be on a rotation basis beginning with the most senior employee.
4. The summer trip chart shall be in effect from the day after the last student day until the first student day of the subsequent school year.
5. A non-employee shall not be offered or take an extra trip until all employees have refused the extra trip.

C. Winter Break and Spring Break Trip Chart

1. Two weeks prior to the beginning of each winter break and spring break, each employee shall notify, in writing, the Transportation Supervisor if the employee wants to drive extra trips during break.
2. The employees indicating a preference for driving extra trips shall be placed on the break list according to seniority and posted in the bus garage.
3. The assignment of trips shall be on a rotation basis beginning with the most senior employee.
4. The break chart shall be in effect beginning on the Sunday following the last student day through the last day of the break. The regular trip chart shall be reinstated on the first student day after the break.
5. A non-unit employee shall not be offered or take an extra trip until all employees have refused the extra trip.

D. General Provisions

1. In the event an employee assigned an extra trip arrives at the bus garage and is informed that the trip has been cancelled, the employee shall be paid twelve dollars and fifty cents (\$12.50).

2. In the event an employee assigned an extra trip arrives at the bus garage and is informed that the trip has been postponed or delayed, the employee shall be paid twelve dollars and fifty cents (\$12.50) in addition to the wages for the trip.

E. **Volunteers**

Qualified transportation employees covered by this Agreement shall be allowed to volunteer services for extra trips as defined.

F. **Overnight Trips**

Extra trips requiring an overnight stay may be driven by a qualified transportation employee(s) or other school employee(s) on a volunteer basis.

Article 18 – Salary and Benefits

A. **Wages**

Employees shall be paid in accordance with the following schedule for all morning/afternoon/kindergarten noon/vocational and special education runs.

Step (Per Run)	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
2010-2011	\$12.80	\$13.75	\$14.68	\$15.61	\$16.56	\$17.66

Employees shall advance one step on the wage scale at the beginning of each school year

In addition to the per run wage, employees shall be paid mileage in accordance with the following schedule:

Fiscal	Years	Years	Years	Years
<u>Years</u>	<u>1-6</u>	<u>7-9</u>	<u>10-14</u>	<u>15+</u>
2010-2011	\$0.12	\$0.14	\$0.15	\$0.16

B. **Athletic/Field Trips**

Employees shall be paid in accordance with the following schedule for all athletic/field trips.

Fiscal	Rate for	Rate for	Rate per
<u>Year</u>	<u>up to</u> <u>Three Hours</u>	<u>Each</u> <u>Add'l Hour</u>	<u>Mile</u>
2010-2011	\$39.80	\$11.00	\$0.11

C. **Holidays**

All employees shall have the following days off with pay. Pay shall be the regularly scheduled hours of each employee. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day.

Thanksgiving
Christmas Day
Memorial Day
New Year's Day

D. **Benefits**

The Employer shall provide without cost to each employee,

Negotiated Term Life Insurance protection in the amount of \$20,000.00.

Article 19 – Termination

This Agreement shall be effective upon ratification by the parties and shall continue in full force and effect until midnight, June 30, 2012 when it shall terminate. If either party desires to re-negotiate this Agreement, it shall give the other party written notice to that effect not less than sixty (60) days prior to the expiration date. This Agreement shall not be extended except by written consent of the parties.

Shepherd Public Schools





Local 1855

