

1543

6/30/91

BUS DRIVERS AGREEMENT

between

JONESVILLE COMMUNITY SCHOOLS, hereinafter referred to as the Employer

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547 - A B C

AFL-CIO, hereinafter referred to as the Union

Jonesville Community Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Effective Date: July 1, 1988
Expiration Date: June 30, 1991

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ARTICLE I

Purpose

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the employer and the employees. The School Board has no legal right to relinquish its statutory authority, nor to submit it to any other organization not elected by the people of the Jonesville Community School District.

Whenever reference is made to gender in this Agreement, the same shall be interpreted and construed as including both male and female.

ARTICLE II

Union Recognition

- A. The employer hereby recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours, employment and other terms and conditions of employment.
- B. The term "employees" as used herein shall include all persons performing work in the following classifications of the employer:

All full-time and regular part-time bus drivers excluding supervisors, substitutes and all other employees.

ARTICLE III

Union Security

All employees in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within sixty (60) calendar days of the effective date of the Agreement or within sixty one (61) calendar days of the date of hire by the employer, whichever is later, become members, or in the alternative, shall, as a condition of employment, pay to the Union a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the employer who are members.

The Union agrees that in the event of litigation against the Board, its agents or employees arising out of this provision, the Union shall co-defend and indemnify and hold harmless the Board, its agents or employees for any monetary award arising out of such litigation.

An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).

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

If any provision of this Article is invalid under a Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

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 generally applicable to other members of the Union.

In the event the Union refuses to accept any persons so hired as a member, said person may continue in employment.

ARTICLE IV

Check-Off

The Board shall deduct from the pay of each employee from whom it receives an authorization to do so the required amount for the payment of Union dues or agency shop fees. Such dues or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Union office no later than forty (40) days after such deductions were made.

ARTICLE V

Non-Discrimination

The Employer and the Union both recognizes the responsibility under Federal, State and local laws pertaining to fair employment practices as well as the principals involved in the area of civil rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age, national origin or handicap.

ARTICLE VI

Visitation

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted to the Employer premises during working hours for the purpose of asserting whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided, that said observations shall not disrupt orderly operations.

ARTICLE VII

Stewards

- A. Employees may be represented by one (1) chief steward and designated assistant steward, whose identity shall be made known to the Employer.
- B. Any new employee shall be introduced to the chief steward before starting to work to be added to the steward's record or the steward shall be supplied the following information within the employee's first week of employment: Name, Address, Social Security Number, Classification, Job Location and Shift Assignment.
- C. During his term of office the chief steward shall be deemed to head the seniority list for the purpose of lay-off and recall only; provided he is qualified to do the required work. Upon termination of his term he shall be returned to his regular seniority status.

ARTICLE VIII

Management Rights

- A. The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend; discharge or demote employees for just cause subject, however, to employee's right to bring a grievance if any provision of this Agreement is violated by the exercise of such management function.
- B. All rights, powers and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Employer.

ARTICLE IX

Safety Practices

The Employer will take measures in order to prevent or eliminate any hazards which the employees may encounter at their place of work, in accordance with the provisions of OSHA, State and local regulations.

ARTICLE X

Jurisdiction

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation or in cases of emergency except for the work that has been historically performed by the supervisor of transportation. Bus drivers shall be employed by the Board of Education for the purpose of driving a school vehicle used to transport in excess of five students as long as the run is not regularly scheduled.

ARTICLE XI

Contractual Work

The right of contracting or sub-contracting is vested in the Employer. The right to contract or sub-contract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members, nor shall it be used to avoid the performance of work covered under this Agreement; except co-operative services between and among school districts for the purpose of transporting students for special education or vocational education training which shall be administered without regard to this Article.

ARTICLE XII

Leaves of Absence

- A. An employee who, because of illness or accident which is non-compensable under the Workers' Compensation Law, is physically unable to report for work and has exhausted any means of compensation from the Employer, may be granted a leave of absence for the duration of such disability, provided he promptly notifies the Employer of the necessity therefore, and provided that he supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested of the Employer.
- B. Leaves of absence without pay shall be granted for reasonable periods of time for the purposes listed below:
 1. Physical or mental illness.
 2. Training related to an employee's regular duties at an approved educational institution.
 3. Prolonged serious illness in the immediate family which includes husband, wife, children or parents living in the same household.
 4. Other reasons, only with the approval of the supervisor and the Superintendent and if suitable substitute drivers are available and it does not cause scheduling problems for the district. Ten (10) days maximum per year.
- C. A seniority employee (excluding probationary employees) shall be granted a pregnancy leave of absence, provided the employee shall notify the Employer of the pregnancy. The Employer then may request periodical verification of the health of the employee in relation to the performance of the employee's normal job duties. When the medical verification of the

Article XII - Leaves of Absence Cont'd

physician will not allow the employee to continue in her normal job function because of such pregnancy, the employee shall then be granted a leave of absence for the duration of the pregnancy. An employee shall be expected to return to work when released to full time duty with a doctor's statement establishing the fact that she is able to return to work at that time. During such leave when accumulated sick leave is exhausted, the employee may continue on an unpaid leave of absence for pregnancy.

- D. Leaves of absence will be granted to employees who are active in the National Guard or a branch of the armed force reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written requests for such leave of absence immediately upon receiving their orders to report for such duty.
- E. The reinstatement rights of any employee who enters the military service shall be determined in accordance with the provisions of Federal, State or local law granting such rights.
- F. 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. An employee shall accumulate seniority during his leave of absence and he shall be entitled to resume his regular seniority status in all job 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 to be beneficial to the Employer and employee.

ARTICLE XIII

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 below:

Probationary Rate

Driver Classification	1988-89	1989-90	1990-91
Regular	\$10.32	\$10.84	\$11.38
Kindergarten, VoEd, Special Ed	10.32	10.84	11.38
Special Trips	6.88	7.22	7.58
Substitute Driving	6.88	7.22	7.58

Base Rate

Driver Classification	1988-89	1989-90	1990-91
Regular	\$10.74	\$11.28	\$11.84
Kindergarten, VoEd, Special Ed	10.74	11.28	11.84
Special Trips	7.31	7.68	8.06
Substitute Driving	7.31	7.68	8.06

Article XIII - Classification & Compensation

Longevity

Employees will receive longevity pay at the end of each year following this schedule based upon their years of service in the district.

15 or more years	\$150.00
10 or more years	\$100.00
5 or more years	\$ 50.00

Definition of Runs in Classifications

1. Regular bus runs are morning and afternoon delivery and take home runs.
2. Substitute runs are regularly scheduled bus runs which require a replacement driver.
3. Kindergarten, VoEd and Special Education runs are regular, daily scheduled runs.
4. Special trips are summer runs, field trips, sports activities and all extra trips not included in 1, 2 or 3 above.

Life Insurance

A three thousand dollar (\$3,000) term life insurance program shall be offered to each regular employee in this bargaining unit with premium entirely paid by the Employer.

ARTICLE XIV

Salary Schedule and Benefits

A. Description of Hours and Terms:

1. Regular Bus Runs are morning and afternoon delivery and take home run. (180 work days at three (3) hours daily - 540 annual work hours)
2. Substitute Runs are regularly scheduled bus runs which require a replacement driver.
3. Kindergarten, VoEd and Special Ed Runs are regular, daily scheduled runs. (180 work days at 1.5 hours daily for Kindergarten = 270 annual work hours; 4.0 hours daily for VoEd = 720 annual work hours; special education will be figured at the approximate time involved, not less than 1/2 hour fractions).
4. Special Trips are summer runs, field trips, sports activities and all other extra trips not included in Items 1, 2 or 3 above.

B. When a special run is scheduled at such time when the driver cannot make his regularly assigned run, a regular driver will receive his regular days wages plus the hourly rate for sub driving for special trips for each hour over and above the hours required to make their regular run.

C. The actual time for subbing on the Kindergarten run will be paid at the hourly rate with a limit of two (2) hours.

D. On overnight special runs, the driver will be paid at the hourly rate for sixteen (16) hours in a twenty-four (24) hour period. An overnight lodging allowance will be allowed as provided in the Board policy manual.

E. Chauffeurs Licenses:

Payment for renewed chauffeur's license fees shall be made in full to each regular driver within twenty four (24) hours after presentation at the Office of the Superintendent. This reimbursement shall be made in a non-payroll check.

F. A uniform allowance shall be provided by the Board for each regular driver each year. This will be done on an alternating year basis with summer wear and winter wear. (1988-89 winter wear, 1989-90 summer wear, 1990-91 winter wear). The cost and style of jackets/coats requested must be approved by the supervisor and the Superintendent before an order is placed.

G. Each bus driver who completes the bus driver education safety course and has been on the payroll for more than two (2) years shall be paid \$30.00 at the next Board meeting following successful completion of the course. Drivers with less seniority shall be reimbursed at the last Board meeting of the school year.

H. Non-transferable complimentary passes shall be provided to each regular driver for all home athletic events.

I. Hours of preparation for Kindergarten runs at the beginning of the school year shall be paid with a maximum allowance of ten (10) hours at the wage rate given for special runs.

J. The Board shall make the 5% retirement payment to the Michigan School Employees' Retirement System.

K. During each month each driver shall clean their assigned bus as per the bus cleanliness code posted in the bus garage; health and weather permitting. Each regular driver shall receive the sum of \$85.00 in a separate check for successful completion of the cleaning assignment described above.

Article XIV - Salary Schedule & Benefits Cont'd

- L. Food allowance for trips when not stopping for food at a restaurant where food is provided for drivers shall be reimbursed at the rate per meal in current Board policy.
- M. "Act of God Days" P.A. 239, Section 101 of the State Department of Education (effective October 1, 1984) indicates that all school districts must be in session 180 days with students in attendance.

ARTICLE XV

Special Runs and Extra Trips

- A. Special runs are all trips that are needed to transport students and personnel to and from extra special events that are approved by the school officials.
 - 1. Mileage
 - a) Maximum miles per trip one way - 150 miles or 300 miles round trip for one driver;
 - b) Trips with mileage in slight excess above the stated 300 miles or for trips which provide extenuating circumstances, the Superintendent will negotiate settlement with the driver's steward and business representative.
 - c) Trips in excess of 300 miles round trip will require an overnight stay or the use of two (2) bus drivers per bus. For specified limitations see Item b) above.
- B. When a special run or extra trip is cancelled and the driver is not notified within one (1) hour of scheduled time of leaving the following will apply:
 - 1. The driver will receive two (2) hours pay.
 - 2. If a regular driver is to make a special trip and it is cancelled before it is time for their regular run to be made, the regular driver will be allowed to make their regular run.
 - 3. All special runs will be posted twenty four (24) hours before the date of the trip.
 - 4. Breakdowns in excess of one-half hour shall entitle the driver to an extra hours pay if they remain with the disabled bus for that period of time.
- C. Special runs are the responsibility of all bus drivers.
 - 1. Alphabetical order of last names of each driver shall be used for the rotation schedule. If all regular drivers refuse a special trip, a rotation schedule will be available to the substitute drivers. The rotation schedule of the substitute drivers is listed by seniority. If all substitute drivers refuse the special trip, the regular driver who is next in line goes.
 - 2. The supervisor becomes eligible to take the special trip if all regular and substitute drivers have refused the special run and if it doesn't interfere with his normal working hours.
- D. Drivers when called for emergency runs (e.g.) early dismissal for a tornado watch, would be paid an extra hours pay if they did not depart within one-half hour of the time they were called.

ARTICLE XVI

Working Conditions

- A. A driver shall run his regular trip as designated by the Superintendent of Schools through the bus supervisor.
- B. In case of illness or other emergency when the driver requires a substitute, he shall notify the bus supervisor within a reasonable time so the substitute may be obtained.

Article XVI - Working Conditions Cont'd

- C. Regular drivers will be responsible for the cleanliness of the interior of their assigned bus. It is also the responsibility of the driver to keep the lights on the school bus clean so they do not create a safety hazard.
- D. The school bus must be fueled when it is needed. It is the driver's responsibility to fuel his own bus or alert the supervisor for the need of gas or oil.

ARTICLE XVII

Jury Duty

Employees required to appear as subpoenaed witness or for jury qualification or jury service shall receive their pay from the Employer for such time lost as a result of such appearance or service less any compensation received excluding expenses and travel allowance for such witness or jury services.

ARTICLE XVIII

Retirement

Retirement age, as consistent with the Board's retirement policy: It shall be mandatory that a driver must retire at the end of the school year in which his (or her) 70th birthday falls.

ARTICLE XIX

Sick, Funeral and Personal Leaves

A. Sick Leave

- 1. Each employee covered by this Agreement will be entitled to sick leave accumulated in an individual sick leave bank at the rate of one (1) day every fifteen (15) work days to accumulate to a maximum of sixty (60) days.
- 2. Sick leave shall be granted for the following:
 - a) When an employee is incapacitated from the performance of his duties by personal illness, injury or for medical, dental or optical examination or treatment. Sick leave shall also be granted for serious illness, accident or medical treatment of family members: spouse, child, mother or father.
 - b) Absence necessitated by exposure to contagious diseases in which the student's health would be impaired by his or her attendance to duty.

3. Funeral Leave

- 1. All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family, spouse, children, grandchildren, parents, mother-in-law, father-in-law, brother and sister; three (3) days will be granted off with pay for death of brother-in-law or sister-in-law.
- 2. Employees may be granted, by the Superintendent, one (1) day with pay to attend funerals of others. The decision of the Superintendent, in each case, shall not be subject to the grievance procedure.
- 4. Any driver who willfully misuses or violates this policy shall forfeit all accumulated sick leave for the year of violation.
- 5. The Board of Education reserves the right to require a doctor's certificate or other evidence of illness.
- 6. For purposes of computing Workers' Compensation, the employee's sick leave shall be converted into hours at the hourly rate and only the difference between the Workers' Compensation and the converted sick leave shall be deducted from the employee's accumulated sick leave.

Article XIX - Sick, Funeral & Personal Leaves Cont'd

B. Personal Business Leave

There shall be granted two (2) days per year as personal business days. The purpose of this leave would be to relieve the employee of a financial hardship in any situation over which he has no control, this being any activity which requires the employee's presence during work hours and is of such nature that it cannot be attended to at any other time. This leave shall not be accumulative.

ARTICLE XX

Grievance Procedure

A grievance shall be a direct or an alleged violation of this contract.

Step One

- A. An employee having a grievance shall present it orally to the transportation supervisor.
- B. If the grievance is not settled orally, the employee, within twenty four (24) hours, may request the supervisor to call the steward.

Step Two

- A. The steward shall reduce the grievance to writing and indicate the alleged contract violation and the remedy desired.
- B. The aggrieved employee and her supervisor shall sign the grievance.
- C. The grievance shall be submitted to the Superintendent within five (5) working days from the date of Step One, A above.

Step Three

- A. The steward and Union representative shall meet with the Superintendent to discuss the grievance within five (5) days of its written submission to the Superintendent.
- B. The Superintendent shall give his decision in writing relative to the grievance within ten (10) days of his meeting with the steward and Union representative.

Step Four

- A. Within five (5) working days, if the Union so requests the Board or its representative will meet further with the Union to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon.
- B. The procedure here in provided shall not prohibit the Union or the Employer from recourse to normal mediation provided by Michigan State Law.

ARTICLE XXI

Seniority

- A. A newly hired employee or an employee upon entry into the bargaining unit, shall be on a probationary status for sixty (60) calendar days taken from and including the first day of employment. If at any time prior to the completion of the sixty (60) calendar day probationary period the employee's work performance is unsatisfactory, he may be dismissed by the Employer during this period without appeal by the Union.
- B. Upon satisfactory completion of the probationary period, the employee's seniority shall begin to accrue.

Article XXI - Seniority Cont'd

- C. Seniority in the bargaining unit shall be as of the date of entry into the bargaining unit, except for a probationary employee, in which it shall be the date of completion of probation as provided in Item A above.
- D. Employees shall be laid-off, recalled or demoted according to their seniority in the bargaining unit. If a driver's assigned run is discontinued or cut in pay, that driver has the right to bump the least senior driver in her own classification when her own seniority is greater or she can bump the least senior driver in another classification when her own seniority is greater. Subsequent bumping shall continue in the same manner with the least senior driver being bumped. Such bumping will result in a regularly assigned driver being reassigned as a substitute driver.

In order to assure orderliness and fairness in this lay-off procedure, there shall be four classifications of JCS bus drivers; regular run drivers, voc-tech run drivers, kindergarten drivers and special education run drivers. Seniority shall be established by the last date of hire in the bargaining unit.
- E. An employee will lose his seniority for the following reasons:
 - 1. He resigns from the unit covered by this Agreement.
 - 2. He is discharged for cause and not reinstated through the grievance procedure.
 - 3. Upon retirement.
- F. Upon request of the Union, a current seniority list shall be made available to each employee covered by this Agreement. Such lists shall contain date of hire and classification(s).

ARTICLE XXII

Vacancies and Transfers

- A. Notices of all vacancies and newly created positions shall be posted on employees' bulletin boards within one pay period from the date of vacancy and the employee shall be given five (5) working days time in which to make application to fill the vacancy or new position. Vacancies which occur during non-school months shall be made known to the employees by bid letters from the Superintendent's office. Then the above procedure shall apply. When vacancies in regular driving positions occur, notification shall be posted on the bulletin board. Drivers according to seniority and qualifications shall within two (2) days indicate in writing to the Superintendent of intent to assume said vacancy. The supervisor shall within two (2) days either accept or reject said application with reasons so stated.
- B. A substitute shall become a regular driver only if the vacancy is not filled by the regular drivers, according to the agreed upon seniority list.
- C. All drivers shall be limited to forty (40) regular scheduled hours per week.
- D. Trial period for regular driver taking new route:
 - 1. There shall be a thirty (30) calendar day trial period for the regular driver who takes a new route before that route becomes permanent for the rest of the year.
 - 2. If the regular driver decides not to accept the new route as a permanent route or if the Board decides that the transfer should not be made, the driver shall be reassigned to their old regular route.

ARTICLE XXIII

Retirement/Severance

Those drivers retiring or severing employment and qualifying for payments under the Michigan School Employment Retirement System or the Federal Social Security System shall be reimbursed at a rate of \$10.00 per day for accumulated sick leave. This benefit is only available to drivers that have been in the employ of the district for fifteen (15) or more years.

ARTICLE XXIV

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 the same has been ratified by the Union and executed in writing by the parties hereto.

Section 2

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

Section 3

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXV

Binding Effective Agreement

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

ARTICLE XXVI

Termination, Change or Amendments

This Agreement shall become effective as of July 1, 1988 and remain in full force and effect until June 30, 1991 and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____
day of _____ 19 _____.

JONESVILLE COMMUNITY SCHOOLS
BOARD OF EDUCATION

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

President

Business Manager

Secretary

President

Treasurer

Secretary

Superintendent

