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# **AGREEMENT**

**between**

**VASSAR PUBLIC SCHOOLS  
BOARD OF EDUCATION**

**and the**

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 324 – A, B, C, D, G, H, P, RA, S - AFL-CIO**

**BUS DRIVERS**

**2011-2014**

**Vassar Public Schools  
Vassar, Michigan**

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## AGREEMENT

Entered into this 1st day of July, 2011, between the Board of Education of the VASSAR PUBLIC SCHOOL DISTRICT, hereinafter referred to as the "Board", and the INTERNATIONAL UNION OF OPERATING ENGINEERS, Local 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO, hereinafter referred to as the "Union".

### ARTICLE I PURPOSE

The purpose of this Agreement is to set forth wages, hours and working conditions and promote orderly and peaceful labor relations for the mutual interest of the Board, the employees and the Union.

### ARTICLE II NON-DISCRIMINATION

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

### ARTICLE III RECOGNITION

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Board recognizes the Union as the sole and exclusive bargaining agent for all members of the unit which includes all regular bus drivers; but excluding supervisors, substitute bus drivers, and all other employees.

### ARTICLE IV UNION SECURITY AND CHECK-OFF

- A. It shall be a condition of employment that all employees of the Board covered by this Agreement:
1. Become members of the Union on or before the ninety-first (91st) day following the effective date of this Agreement, on or before the ninety-first (91st) day following the beginning of their employment with the Board; or
  2. Execute an authorization for the deduction of a service fee equivalent to the monthly

dues of the Union on or before the ninety-first (91st) day following the effective date of this Agreement, or on or before the ninety-first (91st) day following the beginning of their employment with the Board.

- B. The Union agrees that it will treat all employees in the same manner with respect to the provisions contained within Section A of this Article.
- C. In the event that the Union refuses to accept any employee hired by the Board as a member, said employee may continue employment for the School District.
- D. Either party to this Agreement shall have the right to reopen negotiations pertaining to the provisions of this Article if provisions of this Article are deemed illegal under applicable laws by sending written notification to the other party thirty (30) days from the date of such legal determination.
- E. The Board shall have no responsibility for the collection of initiation fees, membership dues and special assessments or any other deductions not in accordance with this provision.
- F. A properly executed authorization form for check-off of dues must be received by the Board from the employee for whom the Union membership dues is being deducted before any payroll deductions are made. Deductions shall be made thereafter only after authorization for check-off forms have been properly executed and are in effect.
- G. Check-off under all properly executed forms shall become effective at the time the application is tendered to the Board or its designated representative and shall be deducted in equal amounts from the first two (2) pay periods of that month and each month thereafter throughout the term of this Agreement.
- H. Such dues or service fees, as deducted, shall be forwarded to the Union no later than the fifteenth (15th) day of the month following the month in which they were deducted.
- I. An employee shall cease to be subject to check-off deductions beginning the month immediately following the month in which he/she is no longer a member of the bargaining unit. Local 324 will be notified by the Board or its designated representative of the names of such employees.
- J. The Board shall not be liable to the Union by reason of the requirement of this Article for the remittance or payment of any sum other than that constituting the actual deductions made from wages by employees.

#### ARTICLE V NO STRIKE

The Union and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that

differences shall be resolved by peaceful and appropriate means without interruption of the School System. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the School System. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

## ARTICLE VI BOARD RIGHTS

- A. The Board, on its behalf and behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the School System and the activities of its employees.
  2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, 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 the Agreement and then only to the extent such specific and express terms thereof are in conformance with the Laws and Constitution of the State of Michigan and of the United States.
- C. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

## ARTICLE VII DISCIPLINE AND DISCHARGE

- A. The Board agrees to submit written notification of any discipline or discharge of a permanent employee to the Chief Steward within five (5) working days from the date of such disciplinary action.
- B. Should said employee consider such discipline or discharge to be improper, the matter may

be referred to the Grievance Procedure.

1. The discipline or discharge of any probationary employee shall not be subject to the Grievance Procedure.
- C. Rules and regulations shall be adopted by the Board and made available to all employees. The following rules and regulations as adopted by the Board are currently in effect; however, additional rules or current rules may be adopted or modified periodically as conditions warrant:
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. Incompetency or inefficiency;
  6. Insubordination;
  7. Bringing intoxicants or narcotics or consuming intoxicants or narcotics on any school property, or reporting for work under the influence of intoxicating liquor or narcotics in any degree whatsoever;
  8. Neglect of duty;
  9. Negligence or willful damage to public property, waste or misappropriation of public supplies or equipment;
  10. Violation of any lawful regulation or order made by the Board or its designated representative, except for safety, i.e., brakes, lights, and steering in which case if a driver refuses to drive and the Board's qualified representative, with a certified mechanic, checks the defect and finds it okay, then upon a written order from the Board's qualified representative, the driver will drive the bus in question;
  11. Willful violation of any provisions of this Agreement;
  12. Deliberate falsification of records and reports.
  13. Repeated tardiness.
- D. All dismissals and suspensions shall be without pay unless changed through the Grievance Procedure.

- E. All reprimands shall be removed from the employees personnel file after twenty-four (24) months unless the employee has an additional disciplinary action during the twenty-four (24) month period.

### ARTICLE VIII SENIORITY

- A. A new employee will be considered as a probationary employee until he/she has been employed continuously for seventy (70) actual working days and until he/she completes Bus Driver Training School. After completion of the probationary period, the employee will be considered as a regular employee and his/her seniority will start as of his/her date of hire. The probationary period begins when an employee is assigned permanently to a regular run.
- B. An up-to-date seniority list shall be made available to each employee covered by this Agreement on or about July 1st of each year and such list shall contain the employee's date of hire and classification.
- C. Seniority shall be broken for the following reasons:
1. If the employee quits;
  2. If the employee is discharged and not reinstated through the Grievance Procedure;
  3. If the employee is absent without properly notifying the Management, unless a satisfactory reason is given;
  4. If the employee fails to return to work within three (3) working days after being notified to report to work and does not give a satisfactory reason;
  5. If the employee is laid off for a continuous period equal to the seniority he/she had acquired at the time of such layoff period;
  6. If the employee retires.
- D. Employees shall be laid off and recalled according to their seniority in their classification. An employee on scheduled layoff shall have the right to displace a lesser seniority employee, provided the senior employee is qualified to hold the position held by the employee. Any driver who is laid off will have top priority as a substitute driver for regular runs providing he/she is available for the run in question.
- E. Laid-off or discharged probationary employees shall not have recourse to the terms of this Agreement.
- F. Seniority shall continue to accumulate for an employee who is transferred to a supervisory position, dealing with classification covered by this Agreement.



- G. Any employee in the bargaining unit elected or appointed to full-time office in the Union whose duties require his/her absence from his/her work shall be granted a leave of absence without pay for the term of such office and shall accumulate seniority during his/her term of office.

#### ARTICLE IX NEW BUS RUNS

- A. When new bus runs are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and a rate of pay for the bus run in question and he/she shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary bus run which has been placed into effect upon the institution of such bus run.
- B. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day time period, but not hereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and pay rate.

The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In the case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving of the matter through the Grievance Procedure, the new classification shall be added to and become a part of this Agreement.

- C. Under no circumstances is the Board of Education required to bargain job descriptions.

#### 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.

#### ARTICLE XI TRANSFER AND PROMOTIONAL PROCEDURE

- A. Notice of all vacancies and newly created bus runs shall be posted on employee bulletin boards within one (1) pay period from the date of vacancy, and the

employees shall be given five (5) working days time in which to make application to fill the vacancy or new bus run. Newly created bus runs or vacancies are to be posted in the following manner: starting date; rate of pay; hours to be worked.

- B. Except for voluntary demotion, any employee temporarily transferred from his/her bus run to another bus run within the bargaining unit shall be paid either the rate of the position from which he/she is transferred or the pay rate of the position to which he/she is transferred, whichever is greater.
- C. Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to an extension of the thirty (30) calendar days time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar days time period, the position shall be considered an open position and posted for bidding from interested employees.
- D. All postings will be dated and time stamped.
- E. "Temporary" shall be defined as those runs that are not taken on a regular daily basis for one year at a time.

## ARTICLE XII VISITATION

After presentation of proper credentials to the Superintendent or his/her designated representative, officers or accredited representatives of Local 324 of the Union may be admitted into the buildings of the School System to assist in the administration of the provisions of this Agreement, including the adjustment of grievances, provided that such activity is not in areas which would be detrimental to the management and function of the school, its students or its employees.

## ARTICLE XIII STEWARDS

- A. Employees may be represented by a Chief Steward and a 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 or else 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/her term of office, the Chief Steward shall be deemed to head the seniority list for the purpose of shift preference, layoff and recall only; provided the steward is qualified to do the required work. Upon termination of the term, the steward shall be returned to

his/her regular seniority status.

## ARTICLE XIV GRIEVANCE PROCEDURE

### Section 1.

- A. A Union grievance is a difference between the Employer and the Union which involves an employee or groups of employees and concerns: (1) working conditions; or (2) the interpretation or application of any provision of this Agreement and may be processed directly to Step 2 of the Grievance Procedure. Employees have an election of remedies. If an employee elects to seek redress in any forum other than the Grievance Procedure, the employee forfeits his/her right to file a grievance or to continue a grievance already filed.
- B. Any employee grievance is a difference between the Employer and any employee concerning the interpretation or application of any provision of this Agreement.
- C. The time elements in the steps can be shortened or extended by mutual written agreement.
- D. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.
- E. A grievance concerning alleged safety hazards may be processed directly to Step 2 of the Grievance Procedure.
- F. Any employee or Union grievance not presented for disposition through the Grievance Procedure within three (3) working days of the date it is reasonable to assume that the employee or Union 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.

### Step One

- A. An employee having a grievance will present it orally to his/her supervisor within three (3) working days of when he/she became aware of it.
- B. If the grievance is not resolved in (A) above, it must be presented in writing to the supervisor within five (5) working days of the oral discussion. In the event an employee desires that his/her steward be present, he/she shall make his/her request through the supervisor, and the supervisor shall send for the steward. The employee and the steward shall sign the grievance forms. The grievance forms must indicate: (1) a statement of the grievance and the facts upon which it is based and citing the alleged violations of this Agreement; and (2) the remedy or correction requested. The supervisor shall give his/her decision in writing within five (5) working days.

**Step Two**

- A. Any appeal of a decision rendered by the immediate supervisor shall be presented to the Superintendent within ten (10) working days of the date of receipt of the written decision of the immediate supervisor. The appeal shall state the reason or reasons why the decision of the immediate supervisor was not satisfactory.
- B. The Superintendent shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following receipt of the appeal.
- C. The Superintendent shall then give his/her decision in writing to the Business Representative of the Union within five (5) working days of the meeting.

**Step Three**

- A. If the appealing party is not satisfied with the disposition of the grievance by the Superintendent, then within fifteen (15) calendar days from the date of receipt of the decision rendered by the Superintendent, the grievance must be submitted in writing to the Board of Education.
- B. The Board or its designated representatives shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than thirty (30) calendar days following receipt of the appeal.
- C. The Board or its designated representatives shall give their decision in writing to the Business Representative of the Union within ten (10) calendar days of the meeting.

**Step Four**

- A. If the grievance is not settled by the decision of the Board or its designated representatives, then within fifteen (15) calendar days from the decision of the Board or its designated representatives, the grievance must be submitted to arbitration.
- B. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator.
- C. The Arbitrator, the Union or the Employer may call upon any person as a witness in an arbitration hearing.
- D. Each party shall be responsible for the expenses of the witnesses that they may call.
- E. The Arbitrator shall not have jurisdiction to add to, subtract from or modify any of the terms

of this Agreement or any written amendments thereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of any of the parties thereto.

- F. The per diem and filing fees of the arbitrator shall be shared equally by the parties.
- G. The Arbitrator shall render his/her decision in writing no later than thirty (30) calendar days from the date of the conclusion of the hearing. The decision of the Arbitrator will be binding upon all employees, the Employer, and the Union.

## ARTICLE XV LEAVES OF ABSENCE

### A. Sick Leave

1. For the purpose of accruing sick leave, each full-time seniority employee covered by this Agreement will be entitled to one (1) sick leave run for each assigned run per month based on his/her normal daily runs. Total accumulation of ninety (90) sick leave runs per assigned run will be afforded each seniority employee. Sick leave will be granted to an employee when he/she is incapacitated for the performance of his/her duties by sickness, injury or for medical, dental or optical examination or treatment. Any driver, after their third day of using sick leave, may be required to turn in a doctor's statement as proof of illness. The person designated by the Administration must be called between 6:00 a.m. and 6:15 a.m. to report unavailability. At that time the employee must state the reason for absence. All other illnesses should be called in one and one-half (1/2) hours before run time.
2. All requests for sick leave must be submitted to and approved by the Superintendent or his/her designated representative.
3. The Board at any time at its expense may require an employee to submit to an examination by an independent physician.
4. Sick leave days accumulated prior to an approved leave of absence without pay shall be held in reserve pending the return of the employee from sick leave.
5. Employees who leave employment of the School District, upon separation from employment after five (5) years of service, will be paid a normal day's pay at his/her present rate of sixty percent (60%) of all unused sick leave days, up to a maximum of ninety (90) days.

### B. Emergency Leave

1. Leave time which shall be deducted from sick leave accumulation shall be granted at the discretion of the Superintendent or his/her designated representative for the following reasons:

- a. Quarantine because of exposure to contagious disease which could be communicated to other employees or pupils. An approval of a physician must be presented for the entire period of absence.
- b. Illness in the immediate family. The immediate family shall include mother, father, husband, wife, child, mother-in-law, father-in-law, adopted child or step-child.
- c. Death in the immediate family. The immediate family shall include mother, father, husband, wife, child, brother, sister, mother-in-law, father-in-law, adopted child or step-child.

C. Personal Business

- 1. Employees will be entitled to not more than two (2) runs for each of the employee's assigned runs each year for important personal business which requires the employee's presence during the working day and is of such a nature that it cannot be attended to at a time when the employee is not at his/her regular working hours, subject to the discretion of the Superintendent.
  - 2. Such time shall not be deducted from the employee's accumulated sick leave.
  - 3. An application for personal business leave containing the reasons for the leave shall be submitted to the Superintendent or his/her designated representative in writing at least one (1) week in advance (except in the event of an emergency when a shorter notice may be acceptable).
  - 4. No more than three (3) drivers will be excused for personal business on any one day.
- D. Records of sick leave accumulation shall be made available to the employee and the Union upon request to the Superintendent or his/her designated representative.
- E. An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work shall be given a leave of absence without pay and without loss of seniority and for the duration of such disability but not to exceed the length of his/her seniority or two (2) years, whichever is the least, provided he/she promptly notifies the Board of the necessity therefore and provided further that he/she supplies the Board with a certificate as often as requested from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Board.
- F. The Board shall comply with the requirements of the Family Medical Leave Act.
- G. Leaves of absence without pay shall be granted for reasonable periods not to exceed one (1) year of time for training related to an employee's regular duties in an approved educational

institution.

- H. A seniority employee shall be granted a pregnancy leave of absence, provided the employee shall notify the Employer of the pregnancy. The Employer then may request periodic 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 physician would 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 up to a period of not to exceed eleven (11) months. An employee shall be expected to return to work three (3) months after delivery unless a doctor's statement is furnished establishing the fact that she is not able to return to work at that time.
- I. The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.
- J. Leaves of absence without pay will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written requests for such leaves of absence immediately upon receiving their orders to report for such duty.
- K. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested and a copy shall be sent to the Union. Leave may be granted at the discretion of the Superintendent or his/her designee for reasons other than those listed above when they are deemed beneficial to the School District.
- L. At least ten (10) days prior to returning from a leave of absence, other than a leave granted for a specified period of thirty (30) days or less, the driver must submit a written notice to the Bus Supervisor indicating intention to return from a leave, with a specific date, and a request for reassignment to the trip list.
- M. Seniority shall continue to accrue on all unpaid leaves under six (6) months. Seniority shall be frozen on leaves of six (6) months or more.

**ARTICLE XVI  
HOLIDAYS**

- A. Employees shall be paid time and one-half (1-1/2) for all hours worked on the following holidays:

New Year's Day	Good Friday
Memorial Day	Labor Day
Thanksgiving Day	Christmas Day

Employees who have completed their probationary period shall receive their normal day's pay for the following holidays, even though no work is performed by the employee, providing such holidays fall during the normal term of their employment:

GOOD FRIDAY  
THANKSGIVING DAY  
CHRISTMAS EVE DAY  
CHRISTMAS DAY

Employees off sick on the holiday, the day before or after the holiday may be required to submit proof of illness to receive holiday pay.

- B. Any driver who is present for ninety-five percent (95%) of the regularly scheduled runs to be inclusive of all runs combined per day, shall receive one (1) day's pay at that employee's regular run rate and shall receive an attendance bonus of two hundred dollars (\$200.00) at the end of the year. Sick days and requested "no pay" days that take the employee over the allowable ninety-five percent (95%) attendance time will make the employee ineligible for the attendance bonus and one (1) day's pay.
- C. If the Board requires the attendance of an employee for meetings or training he/she shall be paid the Michigan minimum wage per hour.

**ARTICLE XVII**  
**JURY DUTY**

- A. Each employee shall be entitled to a maximum of thirty (30) days per calendar year for the purpose of serving jury duty.
- B. The employee must make every effort to be reassigned to a time not in conflict with his/her regular working hours, or be excused from service, and the Board shall have the right to request that the employee be excused.
- C. In the event the employee does not serve for a full working day on jury duty, he/she shall be required to return to his/her regular job and complete his/her regularly assigned hours.
- D. The employee shall be reimbursed the difference between jury duty pay and his/her straight time pay for his/her regularly scheduled hours for each day of jury duty service up to a maximum of thirty (30) days as provided in Section A above.

**ARTICLE XVIII**  
**HOURS AND WORK WEEK**

- A. The regularly scheduled work week shall begin at 12:01 a.m. Monday, and end one hundred sixty-eight (168) hours thereafter.



B. Overtime rates will be paid as follows:

Time and one-half (1-1/2) will be paid for all hours worked in excess of forty (40) hours in one (1) week, for which overtime has not already been earned.

C. Extra bus trips, for the purpose of this Agreement, shall be any trip which involves the transport of any students or groups with a school bus, except in the regular transport of students to and from schools.

1.

FIELD TRIPS	2011-2012	2012-2013	2013-2014
Minimum	\$19.88	\$19.88	\$19.88
Per Hour	\$11.73	\$11.73	\$11.73
Inter School Shuttle Runs	\$6.35	\$6.35	\$6.35

NOTE: If an extra trip conflicts with a regular run, the Board shall pay the driver his/her regular run rate for the first hour of such extra trip. All subsequent hours shall be paid at the extra trip rate.

Drivers will be paid an extra half (1/2) hour pay to clean, gas and perform a complete pre-trip inspection, providing that the extra trip is one (1) hour or more.

2. Distribution of Field Trips and Extra Trips:

Between May 15th and June 7th of each school year, seniority bus drivers who wish to be assigned field trips or extra trips, shall indicate in writing to the Transportation Supervisor their desire to do so. Probationary drivers, upon completion of their probationary period, will be eligible to sign up for extra trips.

Assignment of extra trips or field trips shall be made on a rotation basis among those drivers who have signed up for said trips, providing that those drivers who are employed in more than one (1) classification, for the school district, shall not be eligible for extra trips or field trips, if the hours of the trip would cause the school district to be obligated to pay the driver time and one-half (1/2). Each driver may sign all rosters of extra trips which include:

- a. Day runs--during school days--are to be interpreted as a day when student and/or teachers are in the classrooms.
- b. Night runs--during school days--night runs begin at 3:30 p.m.
- c. Weekends and holidays.

- d. All drivers may sign up for summer trips. A sign-up list will be posted by May 1st of each year.

3. **Posting of Field Trips or Extra Trips:**

As far as possible, a list of all trips will be posted, giving time, date, destination, bus number, passengers and number of vehicles needed at least five (5) working days in advance of trip time.

4. **Assignment of Trips:**

If possible, the Transportation Supervisor will have trip assignments posted three (3) working days prior to the date of the scheduled trip or trips. If a driver is inadvertently by-passed for a trip which he/she was entitled to, the driver will be scheduled the next new posting of a trip upon notification to the Bus Supervisor.

5. **Acceptance or Rejection of Trips by Drivers:**

Each driver on the eligibility list, as his/her turn approaches, will indicate acceptance or rejection of an upcoming trip or trips, by writing "Yes" or "No" in the appropriate column next to his/her name on the trip or trips posted.

An eligible assigned driver shall signify his/her intent no later than five (5) working days preceding the trip providing said trip was posted at least five (5) working days in advance. Failure to sign before the deadline shall be taken as a rejection and the driver shall be bypassed until his/her turn comes around again.

If original driver rejects trip, the following procedure will be used--using rotation procedure, subsequent drivers will be contacted for assignment. If they are not asked at least one (1) working day in advance of the trip, they will not be charged for accepting or rejecting trip, and will not lose his/her place on the rotation list.

If possible, all scheduled trips on the same date will be posted at the same time.

A driver will not be charged with a refusal if he/she already has a trip assigned from the list\* or is on Union Business.

\* Canceled trips being made up will be noted with an asterisk (\*).

- 6. Cancellation of extra bus trips must be made by notifying the driver one-half (1/2) hour before the trip is scheduled. In the event the driver has not been notified, he/she shall be eligible for the minimum of the trip. All drivers must notify the Transportation Supervisor of a phone number they can be reached at prior to scheduled extra bus trips. In the event that an assigned field trip or extra trip is canceled, the driver of that trip shall be eligible for the next posted field trip, except

for trips already posted and assigned for that same date.

7. Gas allowance for a driver who is assigned an extra trip of lengthy duration shall be provided with a credit card or cash monies, which would be subject to itemization by the driver. On a trip which will exceed one hundred (100) miles, the driver may request that he/she be given a cash advance gas allowance. The granting of the request shall be at the discretion of the Supervisor of Transportation. Field trips over four (4) hours shall have more than one (1) rest period if the driver so requests.

8. **Field Trip Routes:**

Whenever possible, the Transportation Supervisor shall assist the assigned driver in making a map or set of detailed instructions for future references to the same destination. Maps will be available upon request.

9. Drivers are to report ten (10) minutes earlier than the scheduled departure time for any trip. Time on trip sheets will include the ten (10) minutes, which shall be credited for retirement purposes. Buses shall stay together on field trips unless an administrator directs otherwise. (No coach, teacher, etc.)

10. **Overnight Field Trips:**

The Board shall determine the wages and all conditions of work for overnight field trips. Notices of such trips shall be posted with a copy submitted to the Chief Steward.

11. When the driver returns the bus to the Bus Compound the extra trip ends and the clean-up time begins.

D. **Regular Bus Trips**

1. Bus drivers shall not receive any pay for any days that are declared to be Act of God days for any school other than Vassar Schools unless otherwise specified below. Substitute bus drivers, either probationary or seniority, will not be paid for snow days unless they drive the same run the last scheduled work day prior to and first scheduled work day following the snow day. Regular drivers assigned on a permanent basis to substitute on a regular basis will be paid for snow days for that run. The Administration reserves the right to call one (1) meeting per year on snow days. Any driver not attending will forfeit pay for that day. The meeting must be announced prior to 9:00 a.m. of the meeting day.

Should the laws be modified to grant a limited number of days, the bus drivers will receive their normal pay for those days that are declared to be Act of God days by the School District if the School District receives State Aid for those days.

In the event the Legislature rescinds the current law, the parties will revert back to

the old language.

2. Drivers who cannot make a run when school has been closed at a time different than normally scheduled will receive their normal pay, except for drivers holding other employment that would interfere with school schedule.
3. A bus driver will be paid for a run made to either finish, or assist by bringing a bus to a driver on a run whose bus is broken down, with the exception of regular paid employees. Pay shall be at the rate of the applicable Michigan minimum wage per hour and shall begin after the normal completion time of the run for drivers who must wait on a bus that is broken down or stuck. Exceptions will be discussed with the Union. If a driver waits for another bus due to down time, the driver will be paid a maximum of one (1) hour at the applicable federal minimum wage per hour.
4. Employees may sign any list they desire in June for the following school year. However, ten (10) days after the beginning of each semester each year, those employees who have signed a list and by virtue of their other assignments are not available for a particular list will have their names deleted from that list.

Three (3) substitution lists (Richville & Skill Center) of regular drivers who are available and desire this substitute work shall be established. Drivers shall be assigned from these lists using the same procedure which is used for extra runs. Once a substitute driver accepts assignment, he/she cannot change.

In the case of the day-to-day absence of a Skill Center, Richville driver, where a leave of absence has not been granted, assignment of a driver for more than one day can be done. Each day will be charged against the driver.

In the case of a leave of absence, a seniority driver from the substitute list will be given the opportunity of accepting or rejecting the run for the duration of the leave.

Should the driver reject the run, he/she will be charged for one (1) run. Likewise, should the driver accept the run, he/she will be charged for all runs driven.

It is the intent to do everything in our power to equalize driving time for all substitute drivers on Skill Center, Richville runs to the greatest extent possible. Should no driver be available from the Skill Center, Richville list, a driver will be asked from the master seniority list.

- E. A doctor shall be selected by the Board to provide employees with the required physical examination at no cost to the employee. However, if in the event an employee selects a doctor of his/her own choosing, the Board will only bear the cost of the physical examination as charged by the Board appointed doctors.
- F. The Board shall reimburse employees for all required licenses, endorsements, tests, upon satisfactory completion of such and TB test, provided a free TB test is not available to

employees within a thirty (30) mile radius, and provided further that the employee furnishes the Board with proof of completion and a statement of charges for such test. The Board shall notify the drivers of any free clinics and dates, time and locations of such.

- G. The Board shall reimburse employees an amount equivalent to the amount the Board received from the State upon receiving satisfactory proof of completion of the required bus driver's school.

### ARTICLE XIX GENERAL

- A. Drivers will be notified of any student passenger who has a serious illness, such as diabetes, epilepsy, heart condition, allergies, head lice, etc. when the District becomes aware of the situation. Every effort shall be made to arrange transportation home for a sick child rather than to send them home on the bus. Bus drivers will not be required to lift handicapped children.
- B. No driver shall be requested or ordered to operate a vehicle declared unsafe by the Administration, in the performance of his/her job duties.
- C. Discipline: "A bus driver has the responsibility of supervising students as indicated in the bus rules." Discipline problems that the driver cannot handle will be written up on a discipline slip and given to the Bus Supervisor. All decisions as to the extent of disciplinary action will be made by the Transportation Supervisor or Building Principal involved. The bus driver will receive a copy of the disciplinary action that was taken, upon instituting of such action. Students will be given the rules of conduct concerning the riding of a bus.
- D. Bus drivers may not release students any sooner than fifteen (15) minutes prior to the start of the school day.
- E. Drivers will be at their bus prior to students entering the compound. Drivers are to remain with their bus and aid in the general supervision of the children. Kindergarten drivers shall have their buses in place five (5) minutes before the scheduled departure time. (Note: Teachers who are assigned to a class during the last period of the day are exempted from being in the bus compound prior to students entering.)
- F. All bus drivers shall be responsible to keep their bus swept, gassed up and to perform a complete pre-trip as prescribed by Michigan law.
- G. Pay periods will be every other Friday, as set by the Board of Education.
- H. A bus will be furnished by the School District to transport bus drivers to bus driver training sessions, providing at least eight (8) drivers make the trip and providing that one (1) of the drivers volunteers to drive the bus, at no cost to the Board.

- I. Skill Center runs shall equate to four (4) hours of service credit toward retirement as recognized by the retirement bureau. All Skill Center regular runs reflect compensation equal to four (4) hours of employment.
- J. As a result of weather delay, drivers shall receive down time at the applicable Michigan minimum wage per hour up to a maximum of two (2) hours per occurrence. Weather delay is not payable if the Driver is paid "normal pay", pursuant to Article XVIII, D.1.
- K. The Superintendent or his/her designee shall have the right to assign the first available bus driver to drive double runs. Seniority will be considered.
- L. If a bus aide is not in attendance on a bus run which was required by an IEPC, the bus driver shall receive the bus aides pay for such run.

## ARTICLE XX 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 hereto and made a part hereof by reference.

## ARTICLE XXI BINDING EFFECTIVE AGREEMENT

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

## ARTICLE XXII SCOPE, WAIVER AND ALTERATION OF AGREEMENT

### Section 1.

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

### Section 2.

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

### Section 3.

If any Article or Section of this Agreement or any supplement thereto should be held invalid by

operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplement 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.

### ARTICLE XXIII TERMINATION AND MODIFICATION

- A. This Agreement shall continue in full force and effect until June 30, 2014.
- B. If either party desires to terminate this Agreement, it shall ninety (90) calendar days prior to the termination date give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.
- C. If either party desires to modify or change this Agreement, it shall ninety (90) days prior to the termination date or any subsequent termination date give written notice of amendment in which event the notice shall set forth the nature of the 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 and sent by certified mail to the Union, the International Union of Operating Engineers, Local No. 324, AFL-CIO, 500 Hulet Drive, Bloomfield Township, Michigan, 48302, and if to the Employer, addressed to Vassar Public Schools, 220 Athletic Street, Vassar, Michigan 48768, or to any other address the parties make available to each other.
- E. The effective date of this Agreement is July 1, 2011.

### ARTICLE XXIV SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other conditions and provisions shall continue in full force and in effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision or application.

VASSAR PUBLIC SCHOOLS  
BOARD OF EDUCATION

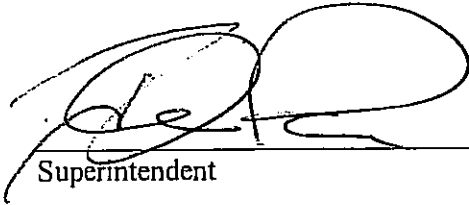
and

I.U.O.E., LOCAL 324, AFL-CIO  
BUS DRIVERS

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

VASSAR PUBLIC SCHOOLS

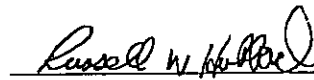
  
\_\_\_\_\_  
Superintendent

INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 324, AFL-CIO

\_\_\_\_\_  
Business Manager

  
\_\_\_\_\_  
Board President

\_\_\_\_\_  
President

  
\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Recording Corresponding Secretary

BH/mrb  
Vassar Bus Drivers 2011-2014.doc



SCHEDULE "A"

REGULAR RUNS AND RICHVILLE/ ST. LUKES	2011-2012	2012-2013	2013-2014
Probationary	\$18.93	\$18.93	\$18.93
Seniority	\$20.94	\$20.94	\$20.94
Skill Center	\$48.46	\$48.46	\$48.46
St. Lukes only	\$11.76	\$11.76	\$11.76
Transition Runs	\$25.41	\$25.41	\$25.41
Young Fives	\$25.41	\$25.41	\$25.41

**NOTE:** In the event that Young Fives runs are renewed at a later time, existing Young Fives run drivers shall retain their previous continuous within the position seniority and return to their former Young Fives run if they should so desire.

**TECHNICAL CENTER RUNS**

When a Tech Center driver is asked to come back from Caro to do her own a.m. or p.m. bus run, that driver will be paid \$11.20 (2007-2008 school year/subject to percentage increases for each contract year) plus her Tech Center amount.

**TITLE I**

The substitute lists for Title I and all summer bus trips will be established by May 30th of each year. These will be separate lists and not related to the lists used during the school year. They will cover day, night and weekend trips. Only seniority drivers may sign these trip lists.

**LONGEVITY PAY**

Beginning the 5<sup>TH</sup>, 10<sup>th</sup> year, 15<sup>th</sup> year, 20<sup>th</sup> year and 25<sup>th</sup> year of service, drivers shall be given a stipend longevity payment of :

Five (5) Years	\$175.00
Ten (10) Years	\$225.00
Fifteen (15) Years	\$275.00
Twenty (20) Years	\$325.00
Twenty-five (25) Years	\$375.00

Drivers shall receive an additional one (\$1.00) dollar per lift (up or down) for handicapped riders provided no aide is present to perform this task.

Longevity payment shall be issued as soon as possible for this year and in the first pay period after school begins in any subsequent years. Longevity will be considered from his/her date of hire as a seniority bus driver.

### INSURANCE OPTION PLAN

Drivers will be afforded the opportunity to purchase MEBS Medical insurance, after being quoted by the Insurance Company, at full cost to the employee via payroll deduction. All insurance premiums must be paid three (3) months in advance by the employee.

### SCHOOL VAN

The District has no intention of purchasing and operating more than one (1) fifteen (15) passenger van for any school-related activity and with unrestricted use. The driver of the van, if a non-bargaining unit member, will receive no compensation. The District will not use the van or any other vehicle in combination to avoid using the bus. The members of an activity will go in a group.