

**MASTER AGREEMENT**  
**BETWEEN THE**  
**RIVERVIEW BOARD OF EDUCATION**  
**AND**  
**THE INTERNATIONAL UNION OF OPERATING**  
**ENGINEERS**  
**LOCAL 547 - A, B, C, E, H, P - AFL-CIO**

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**JULY 1, 2005 - JUNE 30, 2008**

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## AGREEMENT

This agreement is entered into on the 1st day of July, 2005 by and between the Board of Education, hereafter referred to as the "Board" or "employer", representing the Riverview Community School District and the International Union of Operating Engineers, Local 547, 547A, 547B, 547C, 547E 547H and 547P, AFL-CIO, hereafter referred to as the "Union", representing those employees designated by the recognition clause.

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

### ARTICLE 1 RECOGNITION

The Board hereby recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time Bus Drivers and Bus Driver Aides but excluding all casual, seasonal, mail run drivers, substitute bus drivers and substitute bus driver aides, any person hired to perform bus maintenance and supervisors as defined in the Act and all other employees of the Board, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and working conditions.

### ARTICLE 11 AGENCY SHOP & CHECK OFF

#### **Section 1. Agency Shop**

- A. All who become employees in positions represented by this bargaining unit shall, within seventy-five (75) working days of their date of hire by the Board, become members of the Union, or in the alternative, shall within seventy-five (75) working days of their date of hire by the Board, as a condition of employment pay to the Union a service charge in an amount equal to the regular monthly dues uniformly required of employees of the Board who are members.
- B. An employee who shall render 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).
- C. Employees who fail to comply with the conditions of this Article shall be discharged by the Board within thirty (30) calendar days after receipt of written notice of such default is delivered to the Board by the Union.
- D. If any provision of this Article is deemed invalid under Federal or State law, said provision shall be modified to comply with the requirement of said Federal or State Law.
- E. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability, including unemployment compensation paid by the Board and costs and attorneys fees incurred by the Board, that shall arise out of or by reason of action taken by the Board in reliance upon claims made by the Union that an employee must be discharged by the Board because the employee has not complied with the requirements of this Section of the Agreement.

## **Section 2. Check Off**

A. The Board shall deduct the initiation fee and Union Dues or Service Fees from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the Fifteenth (15<sup>th</sup>) day of each month, following that month in which said deductions were made, together with a listing of each employee, the employee's Social Security Number, and the amount that is deducted from each individual each month which shall be provided by the Union. Provided, however, that the Union shall have submitted to the Board a dues authorization card signed by the employee from whose pay said deductions are to be made.

B. Such monies, as and when deducted, shall be treated as all other payroll withholdings and shall be forwarded to the Union forthwith.

## **ARTICLE 111** **NON-DISCRIMINATION**

The parties agree not to discriminate against any person or persons because of race, creed, color, religion, sex, age, national origin, marital status, height, weight, or handicap unrelated to the person's ability to do his/her job.

## **ARTICLE IV** **VISITATION**

Upon request by the Union, and the presentation of proper credentials, officers or accredited representatives of the Union may be admitted onto the District's premises during working hours, at the sole discretion of the Board, for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided, that said visitation shall not disrupt orderly operations. Such visitation shall not be unreasonably withheld by the Board.

## **ARTICLE V** **STEWARDS**

A. The employees will be represented by a Chief and an Alternate Steward, who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be furnished to the Board in writing by the Union.

B. Investigation of grievances and attendance at grievance meetings will generally be conducted during non-working hours. The Chief and/or Alternate Steward may be allowed time off with pay for the purpose of investigating grievances and to attend grievance meetings at the sole discretion of the immediate supervisor.

C. During the Steward's term of office, he/she shall be deemed to head the seniority list for the purpose of lay-off and recall only; provided that they are qualified to do the available work as determined exclusively by the Board. Upon termination of their terms as either the Chief or Alternate Steward, they shall be returned to their regular seniority status.

D. The Board shall supply the Union office and the Chief Steward the following information within a newly hired employee's first (1<sup>st</sup>) week of employment: name, date of hire, address, Social Security Number, classification and job location.

**ARTICLE VI**  
**SAFETY PRACTICES**

- A. The District will comply with the provisions of the Michigan Occupational Safety and Health Act.
- B. The employee will be expected to inform the Union Steward in writing of any job hazard as soon as the employee first becomes aware of such unsafe condition. The Steward will investigate and notify the supervisor of transportation, in writing, of the unsafe condition.
- C. The supervisor, upon being notified in writing of an alleged unsafe condition shall investigate such condition, and shall correct the problem if the alleged unsafe condition is found to be in violation of the law.
- D. The supervisor shall notify the affected employee or employees in writing as to the disposition of his/her investigation of the alleged safety hazard within three (3) working days from the date that the supervisor completes his/her investigation.

**ARTICLE VII**  
**MANAGEMENT RIGHTS**

- A. Except as expressly provided in this Agreement, the Union recognizes that the Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself 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 Unlisted States including but not limited to:
  - 1. To direct employees of the school;
  - 2. To hire, promote, transfer, evaluate, assign, layoff, recall and retain employees in positions and to determine their qualifications and the conditions for their continued employment and to suspend, demote, discharge or take other disciplinary action against employees;
  - 3. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
  - 4. To establish and enforce work rules;
  - 5. To schedule hours and shifts, determine the numbers and kinds of classifications to be established or continued, determine the number of employees in such classifications and the work to be performed within the classifications; and,
  - 6. To determine the methods, means and personnel by which operations are to be carried on.
- B. The parties expressly agree that the Board has the absolute right to eliminate transportation, in whole or in part, at the Board's absolute discretion.
- C. The parties expressly agree that the Board has the absolute right to subcontract, in whole or in part, the transportation duties including but not limited to those duties performed by bus drivers or bus driver aides at the Board's discretion to non-bargaining unit personnel or to an outside entity.
- D. The Board retains the right to establish, modify or delete positions and/or job descriptions.
- E. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and the practices in furtherance thereof, and the use of judgment in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in accordance with the Constitution and the laws of the United States and the State of Michigan.

ARTICLE V111  
SENIORITY

- A. Seniority shall be according to classification and will not be department-wide or unit-wide. The following classifications are recognized for seniority purposes: Bus Driver and Bus Driver Aide.
- B. A newly hired employee shall be on a probationary status for seventy-five (75) working days, taken from and including their first day of employment. If at any time prior to the completion of the probationary period, the employee's work performance is unsatisfactory to the Board, the employee may be discharged by the Board during this period without appeal by the Union. Probationary employees who are absent on scheduled work days, or who serve their probationary period during a time period in which their job is not operative, shall work additional days equal to the number of days that the employee was absent, or equal to the number of days that their job was not operative, and such employee shall not have completed their probationary period until these additional days have been worked.
- C. Upon satisfactory completion of the probationary period, the employee's seniority date shall be established as of their date of hire and classification. An employee shall continue to earn or accumulate seniority with the Board, provided that the employee's seniority is continuous, subject to the provisions stated in this Article. An employee shall continue to earn seniority within their classification, and shall retain any seniority that they have earned within a classification, as long as the employee remains within the bargaining unit and classification. Seniority in classification shall be as of the date of entry into the classification. In the event of a tie in the calculation of seniority, then the seniority shall be determined by the use of the last four (4) digits of the employees' social security numbers, with the lowest number declared the more senior.
- D. Seniority will be terminated for any of the following reasons:
1. Voluntary quit. The Board shall be notified two weeks in advance by an employee voluntarily terminating his employment with failure of the employee to so notify the Board resulting in the loss of accumulated benefits.
  2. Death, Permanent Disability or Retirement.
  3. Discharge by the Board not reversed through the grievance procedure.
  4. Absence for three (3) consecutive working days without notification to the Board, provided this shall not be construed as a permissive right for employee to voluntarily absent himself from work without notification or permission.
  5. Layoff for a time equal to the laid off employee's seniority with the Board, or a period of one year, whichever is greater.
  6. Overstaying a leave of absence, sick leave or layoff.
  7. Failure to provide the following documentation:
    - a. C.D.L. License Renewal Documentation.
    - b. Diabetes treatment information.
- E. Seniority shall be retained for an employee who is not on layoff and who transfers outside of the bargaining unit to either a supervisory or confidential position, provided that the employee remains an employee of the Board. Within the first thirty (30) calendar days, the vacancy left by the employee may be filled by a temporary employee and during that period the employee may voluntarily return to his/her

previous position in the bargaining unit. After thirty (30) calendar days in the non-bargaining unit position, an employee may not return to the bargaining unit. If the employee is discharged during the first thirty (30) calendar days from the non-bargaining unit position, the employee shall have no right to return to the bargaining unit.

F. An updated seniority list containing name, seniority date and classification shall be sent to the Union, and a copy furnished to each employee covered by this Agreement by the Union on or about July 1<sup>st</sup> of each year.

**ARTICLE IX**  
**ESTABLISHING RUNS AND FILLING OF VACANCIES**

**Section 1.**

Runs shall be configured by the Board and once established will only be changed in the best interest of the total operation. Drivers and aides shall start the school year with the run they performed the previous year. Immediately after the first student count day (previously 4<sup>th</sup> Friday), all runs shall be posted with the approximate times and employees shall have the right to bid on the basis of seniority.

If a run no longer exists, the affected individual(s) may bump a less senior member. If a run has been reduced by one hour or more, the affected individual(s) may bump a less senior member who has more hours than the reduced run.

In either of those cases, the bumped individual(s) may exercise bumping rights based on seniority until the last senior individual is left. All bumping shall take place at a mass bid meeting and there shall be no pay for this meeting.

Vacancies shall be in accordance with Section 2.

**Section 2.**

In the event a member of the bargaining unit leaves his/her position, then within five (5) working days the administration will first determine:

- A. If the same number of positions will remain and whether a change in one or more of the existing positions is desirable,
- B. Whether to reduce the number of positions in the bargaining unit and
- C. If the vacated position is to be filled.

**Section 3. Position Posting**

- A. If the Administration elects to fill the vacated position, then the open position shall be posted for a period of five (5) working days, with the first day commencing on the date of the posting. The posting shall include the bus run, classification, hours to be worked, rate of pay and qualifications required.
- B. Interested employees shall submit a letter of interest by 4:00 p.m. of the fifth (5<sup>th</sup>) working day.



#### **Section 4. Filling the Position**

A. The administration will review all letters of interest for the posted position to determine those which meet the requirements of the posting. The qualifications for the positions posted will be uniformly applied to all applicants.

Prior to filling any posting, the administration may request individuals who have expressed interest in a position to meet with the administration or their designee, with a Union observer present by the request of either party, on the posted job site to help ascertain whether the individual has the knowledge, understanding, skills and qualifications to perform the work. This request may include the candidate's own time.

B. From the qualified applicants the most senior shall be awarded the bid. To fill a vacancy created by this process the Board shall again proceed as outlined above. The Board shall have the right to fill the vacancy with substitutes throughout the bidding procedure. In the event no employee bids on the vacant position, the Board shall have the right to hire a new employee for that position.

#### **Section 5. Temporary Vacancies**

Temporary vacancies are defined as vacancies caused by the absence of a bargaining unit employee who is eligible to return at some future date. Temporary vacancies of thirty (30) days or less will first be filled by the most senior qualified bargaining unit employee so desiring, provided it results in an increase of at least one (1) hour or more in their work day and it does not cause a conflict in the transportation schedule. The vacancy caused by such a temporary assignment shall be filled with a substitute. Temporary vacancies, known to be in excess of thirty (30) days shall be filled by posting as outlined in Section 3 of this article. In the event that the absent employee does return to work, they shall be placed in their former assignment, and any employee who was temporarily placed shall then be returned to their former position.

### **ARTICLE X** **ELIMINATION OF A BUS RUN AND LAYOFF**

A. Whenever it is determined by the Board that it is necessary to eliminate an entire route, the affected employee or employees shall be assigned by the Board to a vacancy for which the employee is qualified. If no vacancy exists, the Board will layoff a less senior employee so long as the affected employee has more seniority and is qualified to perform the available work within his/her classification.

B. In the event the Board determines that it is necessary to reduce the number of employees through the layoff procedure, the Board will furnish the affected employee or employees a minimum of five (5) days written notice prior to the date the scheduled layoff or layoffs are to be effective. Employees shall be laid off and recalled according to their seniority within their classification provided the employee is qualified to perform the available work as determined by the Board. There shall be no right to bump into any other classification as it relates to layoff and recall.

C. If a bargaining unit member has not been given written notification of layoff by the Board of Education or the administration, he/she shall be construed as having received a reasonable assurance of continued employment for the following year.

### **ARTICLE XI** **DISCIPLINE OF STUDENTS**

A. The Transportation Director shall give each employee a copy of the bus safety rules and they will be in effect from year to year or until new rules are issued. A complete listing of all of the students who are assigned to ride the employee's bus will be provided no later than six (6) weeks after the start of each school year.

B. In the event that disciplinary problems involving any student or students would occur, the employee shall first give the student or students an oral warning, except in situations where the administration considers immediate suspension necessary. If the same student or students continue to be disruptive or disorderly, endangering the safety of the passengers or depriving other students of their rights as riders, the employee shall submit a written violation report to the Transportation Director stating the student's violation and the employee's response to the violations. Administration will discuss the violations with the student(s) involved and with the employee if necessary, and on conclusion of the meeting, administer the appropriate action. Administration will inform the student's parents by telephone and/or mail of the student's violation and the disciplinary action taken if it is appropriate. Records of the violation and action taken should be maintained by the employee and the School Administration.

C. At the time a student is suspended from riding a bus, a joint conference may be scheduled by the Administration, when possible, among all of the involved parties, including parents of the student(s) in order to attempt to resolve the disciplinary problem.

D. Employees may be involved in disciplinary conferences outside of their normal work schedule with pay.

#### **ARTICLE XII** **DISCIPLINE/DISCHARGE**

A. Dismissal, suspension and/or any other disciplinary action shall be for reasons determined solely by the Board. All actions taken by the Board under this Article shall be furnished to the affected employee or employees in writing. Copies of all such actions instituted by the Board shall be furnished to the Chief Steward and the Union office. The employees shall have the right to defend themselves against any and all charges.

B. An employee may be dismissed, suspended or disciplined pending investigation, and if the dismissal, suspension, or disciplinary action is found to be without justification, the employee may be reinstated with full back pay and full seniority rights that the employee would have earned during the dismissal or suspension period. If the dismissal or discipline is sustained, or the suspended employee is not reinstated through the grievance procedure, the employee shall be deemed dismissed as of the date such action was taken.

C. An employee upon making a request shall have the right to review the contents of their own personnel files maintained in the personnel office. The Union, with the specific written consent of an employee, shall have the right to review the contents of the personnel file of any employee within the bargaining unit upon making a written request to the administration which includes the written consent of the employee and provided that the examination is directly relevant to the question involved. Such a review of a personnel file must be done in the personnel office under the supervision of a designated school employee.

#### **ARTICLE XIII** **LEAVE OF ABSENCE**

A. An employee who because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work, may be granted a leave of absence at the discretion of the Board for the duration of such disability provided, the employee notifies the Board of the necessity therefor, and provided further that the employee supplies the Board with a written statement from their physician of the necessity, length of time, and for the continuation of such leave, when the same is requested by the Board. The Board reserves the right to have the employee examined by a physician of the Board's choosing.

B. Leaves of absence may be granted to employees covered by this Agreement at the discretion of the Board for the purpose of personal need. In order for the employee to be eligible for Board consideration,

the employee must furnish the Board with such request in writing no later than four (4) weeks prior to the date that the employee desires to take such leave except in the event of an emergency.

C. Leaves of absence may be granted at the Board's discretion for physical or mental illness, prolonged serious illness in the employee's immediate family, which includes husband, wife, children or parents of the employee.

D. Leaves of absence may be granted at the Board's discretion for a specified period of time for training related to an employee's regular duties in an approved education institution.

E. Whenever an employee shall become pregnant, she shall by the end of her fourth (4<sup>th</sup>) month of pregnancy furnish the Board with a written statement from her physician stating the approximate date of delivery and any restrictions on the nature of work that she may be able to do, and the length of time she may continue to work. When she is required to interrupt her employment upon the advice of her physician, she shall immediately be granted a leave of absence. The employee must return to work as soon as physically able and will be required to furnish a signed medical statement to the Board from her physician, indicating that she is physically able to return to work. The Board retains the right to have the employee examined by the Board's physician at the commencement of the leave, during the leave, at the normally expected time of return from the leave or upon return from the leave.

F. The Board agrees to follow applicable Federal and State statutes regarding veteran and reserve re-employment and leave rights but an alleged violation must be filed with the appropriate Federal or State agency and is not subject to the grievance procedure. In order to be eligible for reinstatement, the employee must:

1. Receive an honorable discharge;
2. Request reinstatement within 90 calendar days from date of honorable discharge;
3. Have sufficient seniority to hold a position; and
4. Be physically and mentally able to perform all job requirements.

G. All reasons for leaves of absence shall be in writing, stating the reason for the request, and the approximate length of leave requested, with a copy of the request to be maintained by the Board, a copy furnished to the employee, and a copy sent to the Union. All leaves will be without pay.

H. Any employee in the bargaining unit who is either elected or appointed to full-time office or position in the Union, whose duties require his/her absence from work, may be granted a leave of absence at the sole discretion of the Board.

I. An employee who meets all of the requirements as hereinbefore specified may be granted a leave of absence at the sole discretion of the Board without pay or benefits (if any), and shall accumulate seniority during the leave of absence. An employee shall not be credited with seniority for purposes of advancement on the salary schedule for any time in excess of the first six months of the leave of absence. Upon completion of the leave, the employee will be returned to the same classification which the employee was in prior to the leave of absence provided the employee has sufficient seniority to hold the position. Leaves of absence may be granted by the Board for reasons other than those listed at the Board's discretion.

J. Employees shall, at least twenty-four (24) hours in advance, request in writing on forms provided by the Board, approval of absence. This time requirement may be waived by the Transportation Director where it conflicts with other provisions of this Agreement or in emergencies. The ability to cover the required runs adequately will be a consideration in approval of such requests.

**ARTICLE XIV**  
**GRIEVANCE AND ARBITRATION**

**Section 1. Definition of a Grievance**

A grievance is defined to be a claim by any member of the Bargaining Unit or the Union, based upon an alleged violation of the expressed provisions of this Agreement. The grievance and arbitration procedure shall not be applicable where the Board is without legal authority to take the action sought, or to remedy a complaint where the matter complained of is not covered by the Agreement.

**Section 2. Grievance Procedure**

**Step 1.** Any member of the bargaining unit or the Union, believing there has been a violation of any specific provision of this Agreement, must first discuss informally the alleged violation with the Transportation Director. The member may involve a Union representative at this and all subsequent steps. They shall request the Step One conference within five (5) working days of the alleged violation or within five (5) working days of the time the grievance knew of or should have known of the alleged violation. Working days are defined as days the Board of Education offices are open for business in regards to this step and all subsequent steps. The conference must be scheduled within five (5) working days from the date of the request. The Transportation Director is not required to respond in writing at this level, but may if he so desires. Any written response to the grievant, by the Transportation Director must be within five (5) working days following the conference day with a copy to the Chief Steward.

**Step 2.** In the event the grievant is not satisfied with the disposition of the grievance at Step One, the grievant shall within ten (10) working days after the conference in Step One or within ten (10) working days after receipt of the written response in Step One, whichever is applicable, file the grievance in writing, using the form attached as Exhibit A. The grievance must clearly state the dispute, the provisions allegedly violated, stipulate the requested relief and both the grievant and the Steward must sign the grievance form. Within five (5) working days of receipt of the grievance, the Transportation Director shall hold a conference, if requested, with the individual signing the grievance. The Transportation Director shall respond in writing to the grievant within five (5) working days following the conference with a copy mailed to the Union office.

**Step 3.** In the event the grievance is not resolved at Step Two (2) or if no disposition has been made within five (5) working days of the conference in Step Two, the Union shall submit, within ten (10) working days after the response from the Transportation Director is due, a written appeal to the Superintendent of Schools. Within five (5) working days after receipt of the grievance, the Superintendent of Schools or his designee shall hold a conference, if requested, with the grievant, the Union Business Representative and the Steward. The Superintendent of Schools or his designee shall render a decision in writing within TEN (10) working days following the conference and shall respond in writing to the Union Business Representative, with a copy to the grievant and the Steward.

**Step 4.** In the event the Union is not satisfied with the disposition at Step Three, and it wishes to proceed to arbitration it shall, within ten (10) working days, submit a letter to the Superintendent of Schools of its intent to go to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree on an arbitrator within five (5) working days of receipt of the notice of arbitration, the parties shall submit the matter to the Federal Mediation and Conciliation Service in accordance with its rules which shall govern the arbitration proceedings.

**ARBITRATION**

The arbitrator so selected shall hear the matter promptly and shall issue his decision not later than thirty (30) calendar days from the date of the close of the hearings or from the date the final briefs, statements, or proofs are submitted to him. The arbitrator's decision on grievances shall be binding and be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.

The Board and the Union shall not be permitted to assert in the arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party if requested by the party. The arbitrator, the Union or the Board may call any person as a witness in any arbitration hearing and each party shall be responsible for the expenses of the witnesses they may call. The costs for the services of the arbitrator including expenses, if any, shall be borne by the non-prevailing party. In making the award, the arbitrator shall designate the non-prevailing party if possible, otherwise, the costs shall be borne by the parties equally.

The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement or any written amendments hereof, or to specify items of a new Agreement, or to substitute his discretion for that of the parties, or to arbitrate policies or practices of the Board not covered by this Agreement.

### **Section 3. Time Limits**

The time limits provided in this Article shall be strictly observed and may be extended only by written agreement of the parties. In the event the Board fails to answer within the time limits provided in any step of the grievance procedure, the grievance will be deemed to be denied and the grievant may automatically go to the next step within the time limits set forth. If the Union fails to appeal a grievance to the next step within the specified time limits, the last answer received shall be considered as final settlement of the grievance.

## **ARTICLE XV** **WORK WEEK, OVERTIME AND PREP TIME**

### **Step 1. Work Week and Day**

- A. The regularly scheduled work week shall consist of an assignment of five (5) days, Monday through Friday, except for positions where flexibility of scheduling is required.
- B. The normal work day shall be whatever would constitute the employee's normal daily bus run and related duties as defined in this Agreement up to eight (8) hours.

### **Section 2. Overtime**

- A. Time and one half (1-1/2) will be paid for all time worked in excess of eight (8) hours in one work day or forty (40) hours in one work week.
- B. Time and one half (1-1/2) will be paid for all time worked on Saturday and Sunday.
- C. Double time (2) will be paid for all time worked on Sunday that exceeds forty (40) hours for the preceding work week of Monday through Friday.
- D. If substitute drivers are not available and no employee accepts the overtime, the least senior qualified employee available shall be forced to work the overtime. Note this applies to regular work only.

### **Section 3. Prep Time**

Each Bus driver covered by this Agreement shall be paid thirty (30) minutes per day prep time, except, when there is only one segment to a run this shall be reduced to fifteen (15) minutes.

**ARTICLE XVI**  
**INCLEMENT WEATHER DAYS**

In the event that the School District is dismissed on a school session day due to severe inclement weather or other emergencies declared by the Board, the employees covered by this Agreement shall suffer no loss of their regular pay provided they report to work if directed by the Employer, to perform work covered by this Agreement. In the event that there is no work to be performed or not enough work to consume the remainder of the employee's shift, the employees will be dismissed.

**ARTICLE XVII**  
**INSURANCE**

A. The Board shall, upon written application by the employee, purchase for each such subscribing member of the bargaining unit \$5,000 of Term Life Insurance, including a like amount of Accidental Death and Dismemberment coverage. This shall increase to \$10,000 effective July 1, 1992. The carrier shall be determined by the Board and coverage shall be subject to the terms and conditions of the underwriter.

B. In addition, regular employees covered by this Agreement who are regularly scheduled to work 20 hours or more per week, will be permitted to purchase the Hospitalization Insurance in effect with the Custodial-Maintenance Employees subject to the rules and regulations of the Carrier and the enrollment periods designated by the carrier, by paying the employer in advance the monthly premiums. Failure to pay the premium in advance will result in the discontinuance of the insurance coverage. If the insurance is dropped for any reason, the employee must await the next enrollment window and meet the required hours at that time.

Effective on May 1, 2006, the school district shall increase the established insurance pool to seven hundred and ten dollars (\$710.00) per month, from which those actively working employees subscribing to the hospitalization insurance, who provide assurance that they are not covered by other hospitalization insurance, shall have their premium payments reduced. The pool will be divided equally between those subscribers enrolled on the first day of the month will not participate in the pool subsidization until the first of the next month. At no time shall the subsidization exceed the single person coverage for any employee. Any funds left over in the pool shall carry-over to the next month for possible use. The dollar amount shall increase to seven hundred and fifty dollars (\$750.00) effective July 1, 2006, and eight hundred dollars (\$800.00) effective July 1, 2007.

**ARTICLE XVIII**  
**REQUIRED DUTIES AND TIME CARDS**

**Section 1. Required Duties**

The employee's required regular duties shall consist of:

- A. Bus driving, van driving and bus aide duties;
- B. Completing checklists, including checking oil, tires, seats, etc., on a daily basis and signing the checklist every day;
- C. Completing discipline reports on students;
- D. Making out routings on maps and mileage reports;
- E. Cleaning bus;
- F. Attending disciplinary conferences, meetings or workshops as may be required;
- G. Performing minor mechanical work as may be required, within the ability of the employee or said work may be assigned to, non-bargaining unit personnel or outside entities;
- H. Other job related duties as assigned by the Board.

## Section 2. Time Cards

The employee is required to punch in and out at all times. The employee will only be paid for time on runs and when performing required duties but not for waiting time between normally scheduled daily runs. An employee will not be paid for time between runs if the time between runs is 15 minutes or more.

## ARTICLE XIX EXTRA RUNS PROVISIONS

### Section 1. Definition

Extra bus runs are herein defined as those runs which are not normally scheduled daily. Extra runs are not regular runs that are normally extended by the nature of the program, i.e., Headstart, Hale Program, etc.

### Section 2. Distribution of Extra Runs

A. Prior to the beginning of the school year, each bus driver shall indicate in writing to the Transportation Director, on forms provided by the Board, their desire to be placed on the Extra Run List. An employee also may request to be placed on Extra Run List during the first (1<sup>st</sup>) week of the start of the second semester by submitting the proper application in writing to the Transportation Director. New employees will have the opportunity to request placement on the extra run list upon completion of probation. A driver who accepts an extra run and then declines two (2) times within a semester without giving at least 48 hours notice, shall be removed from the extra run list for the remainder of the semester, except in cases of an emergency as deemed by management. The driver must sign the trip sheet within twenty-four (24) hours of posting, or lose his/her turn on the trip sheet.

B. When extra runs are to be scheduled, the Transportation Department shall first contact the bus driver with the highest seniority on the Extra Run List. Then, as additional extra runs become available, the Transportation Department shall continue to go down the Extra Run List until each bus driver on the list has either driven an extra run or has declined the opportunity to drive an extra run. The Transportation Department shall then once again go to the most senior bus driver on the Extra Run List, and continue to rotate all of the extra runs according to seniority among all of the drivers on the Extra Run List.

C. In the event no bus driver on the Extra Run List is either available or able to drive an extra trip, the Transportation Department may then utilize the service of a substitute bus driver or direct that the least senior driver take the run at the Board's discretion.

D. If an extra trip conflicts with the employee's regular bus run, the Board may have a substitute handle the driver's regular bus run.

E. Weekend extra trips shall be for a minimum of two (2) hours.

F. When extra trips are assigned that extend overnight the driver shall be paid for all the time spent driving or shall receive pay and credit toward overtime for a minimum of six (6) hours per day.

G. Drivers assigned to extra runs outside the district shall be provided with a cash advance for fuel and/or emergency repairs for the bus. Drivers shall not be expected to pay for fuel or repairs from their personal finances.

**ARTICLE XX**  
**GENERAL**

**Section 1. Tax Sheltered Annuities**

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

**Section 2. Deductions**

The Board agrees to make available to all employees covered by this Agreement any payroll deduction services which are available to other bargaining units through the Board such as Savings Bonds, Credit Union and etc. Once established, the amount cannot be changed during that school year but may be changed within the first two (2) weeks of the commencement of the first or second semester of each school year and the deduction will be made no later than the second pay period after the change is requested.

**Section 3. Use of Telephone**

Bargaining unit employees may use the Board's telephone with the permission of his/her supervisor for personal calls that cannot be made when the employee is off work. All personal toll calls shall be at the employee's individual expense.

**Section 4. Resignation**

A. Any employee desiring to resign from their employment with the Board shall file a letter of resignation with the Transportation Direction at least ten (10) working days prior to the effective date of such resignation.

B. Any employee who resigns from their position in the manner herein described maintains their right to any earned allowable benefits which are provided for upon separation or retirement in this Agreement.

**Section 5. Mileage**

In the instance where the Board would require the employee to utilize their own personal vehicle for job related duties for the Board, the employee shall be paid mileage for all such miles driven, at the rate and procedure as established by the Board.

**Section 6. Extra Runs**

Each employee covered by this Agreement, who is assigned to an extra run, will be paid for all hours spent driving the bus and for all time from time of departure to time of return to the bus garage. Compensation shall be determined as set forth in Article XV, Section 2, Overtime.

**Section 7. Bulletin Boards**

A. Board designated bulletin boards shall be made available by the Board in the bus lounge of the bus garage, with the bulletin board to be used solely for the following purposes:

1. Recreational and social affairs of the Union
2. Union meetings
3. Union elections
4. Reports of the Union



5. Rulings or policies of the local or International Union
6. School business

B. Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Board, any of its employees, or any other labor organization representing its employees, and materials, notices or announcements which violate the provisions of this Section shall not be posted. The posting of all such notices shall be done by either the Union Officers or the Chief or Alternate Steward or the Transportation Director.

### **Section 8. Expense Reimbursement**

When a driver is on an overnight trip where meals are not provided, the district will reimburse the driver the actual cost of their meals upon submission of a receipt, up to \$10.00 per meal. Such allowance together with other actual and necessary expenses, such as lodging, will be reimbursed upon submission to the Business Office of the required expense reimbursement form, accompanied by receipts and other documentation, and the approval of the administration within fourteen (14) working days of the expense being incurred. Reimbursement shall be processed by the second Board meeting after receipt of the documented expenses by the Business Office.

### **Section 9. Job Related Duties**

Employees covered by this Agreement shall be paid the appropriate rate of pay for any job related duties which are required by the Board.

### **Section 10. Substitutes**

To maintain proper operation of the schools, the employer may fill temporary vacancies, vacancies due to illness, and leaves of absence with substitutes unless otherwise specified to the contrary in this Agreement.

### **Section 11. Legal Protection**

Any case of assault upon an employee during the normal performance of their job duties shall be reported promptly to the Transportation Director. The Board will provide legal counsel in such instance, so long as no conflict exists as determined solely by the Board's counsel, and will advise the employee of their rights and obligations with respect to such assault. The District will not provide counsel for an employee action against the District.

### **Section 12. Continuing Education**

If attendance is required by the Board, the Board will pay the tuition, fees and expenses of workshops, in service training seminars or other job related professional growth activities. Employees will also receive their appropriate hourly rate of pay for all hours spent in such required activities.

### **Section 13. Bus Certification Tests**

The Board shall pay the cost of bus certification tests, tuition and the employee's appropriate rate of pay for required attendance at the bus driver's school provided that, if the employee does not work six continuous months thereafter in the bus driver classification, the costs of tests, tuition and pay will be deducted from the employee's pay check, unless the cessation of work in the Bus Driver classification is the result of action by the Board, other than termination for misconduct.

#### **Section 14. Hepatitis B Vaccinations**

Employees who are at risk of exposure to Hepatitis B shall be given the option of receiving the Hepatitis B Vaccination. Should an employee decline the vaccination, they shall sign a form provided by the Board indicating their preference. Employees shall be provided a copy of this form.

#### **Section 15. CPR and First-Aid Training**

The Board shall provide CPR and First-Aid training for all employees covered by this Agreement. The time utilized for this training shall be compensated at the regular rate of pay for each employee who completes the courses. This training shall be provided every two (2) years to maintain Red Cross Certification.

#### **Section 16. Retirement Bonus**

Employees covered by this Agreement who have met the minimum qualifications for vesting through the Michigan Public School Employees' Retirement System shall receive a retirement bonus of one hundred dollars (\$100.00) for each year of service worked upon retirement from the District and collection of benefits.

### **ARTICLE XXI** **SICK DAYS/PERSONAL BUSINESS DAYS**

Drivers and aides, who have completed their probationary period, shall be entitled to seven (7) sick days per their work year. Employees starting after the start of the school year shall have the number of sick days prorated. Sick days may only be used for the employee's personal illness or injury and may not be used for vacation, recreational activities, outside employment or any other such use. The employee shall make every effort to notify their supervisor or his designee by no later than 6:30 a.m. of absence due to illness or injury so that a substitute may be arranged. Sick days may be used in partial day increments, when scheduled in advance, with supervisor's approval (i.e. – doctor appointments).

Three (3) of these seven (7) days may be used by the employee with the approval of the supervisor, for personal business that cannot be conducted outside of the regular scheduled work day. The employee shall request such days forty-eight (48) hours in advance stipulating the reason for the absence. In the event of an emergency the supervisor may waive the advance notification. Personal business days will not be used for or to extend a vacation break, holiday period, or for recreational purposes.

Employees shall be paid for one half (1/2) of their regular daily hours times each unused full day of the days provided by this article times their normal pay rate in their last pay of the work year. Thus an employee, not using any sick/personal days, would receive pay for one half (1/2) of their regularly scheduled hours times seven (7) days, times their pay rate. An employee using 3 ½ of such days would be paid one half (1/2) of their regularly scheduled hours times one (1) day, times their pay rate. In the alternative, employees may elect to accumulate up to a maximum of thirty (30) days into a sick day bank. On an annual basis, employees shall designate in writing whether they choose to save their accumulated unused days, or to receive the compensation according to the above formula.

### **ARTICLE XXII** **HOLIDAYS**

Drivers and aides, who have completed their probationary period shall be paid their regular wages for the following holidays: Christmas Eve, Christmas Day, New Years Eve, New Years Day, Thanksgiving Day, the Friday after Thanksgiving Day, Good Friday and Easter Monday.

**ARTICLE XXIII**  
**FUNERAL LEAVE**

Drivers and aides, who have completed their probationary period, shall be made whole for lost wages caused by the absence from their driver or aide work due to bereavement and attendance at funeral for up to three (3) days for current spouse, children, mother, father, sister, brother or grandchildren and two (2) days for grandparents, current mother and father-in-law, current brother and sister-in-law. Such leave shall commence upon death or notice thereof or as allowed by the administration.

**ARTICLE XXIV**  
**JURY DUTY**

Employees requested to appear for jury qualification or service shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for such jury service.

**ARTICLE XXV**  
**NO-STRIKE CLAUSE**

A. During the term of this Agreement, the Union agrees that neither it nor the employees shall authorize, sanction, participate in, condone or acquiesce in any strike as defined in the Michigan Public Act, No. 336, as amended by Public Act No. 379. Strikes shall also be defined to include slowdowns, stoppages, sick outs, sit-ins, boycotts, or interference of any kind whatsoever with operations at any of the facilities of the Board.

B. In the event of such violation of this Article, the Union shall endeavor to return the employees to work as expediently and quickly as possible by:

1. Delivering immediately to the Board a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work.
2. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.
3. If an employee or employees do not heed such notice to cease and desist and fail to return to work within a 24 hour period of such notice they may be subject to disciplinary action up to and inclusive of discharge.

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

**Section 1. Scope**

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or covenants contained herein shall be made by any employee or group of employees with the Board, unless executed in writing by the Superintendent of Schools and the Union.

**Section 2. Waiver**

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. Alteration**

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

**ARTICLE XXVII**  
**BINDING EFFECTIVE AGREEMENT**

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

**ARTICLE XXVIII**  
**DEFINITIONS**

BOARD OR EMPLOYER	Whenever the term Board or employer is used, unless otherwise stipulated, it shall refer to the Board of Education or its authorized agents.
RELIEF DRIVER	Duties: Replace regular driver, shuttle busses for Repairs, wash busses and run for parts.
SUBSTITUTE BUS DRIVER OR SUBSTITUTE AIDE	The terms Substitute Bus Driver or Substitute Aide are defined as bus driver or aide who is utilized by the Board for the purpose of driving a bus or performing aide duties for a short period of time on a regular run or extra run due to either the absence or unavailability of a regular driver or aide.
WORKING DAY	A day the Board of Education offices are open for business.
CALENDAR DAY	Any day of the year.

**ARTICLE XXIX**  
**TERMINATION, CHANGE OR AMENDMENT**

- A. This Agreement shall continue in full force and effect until **June 30, 2008**.
- B. If either party desires to terminate this Agreement, it shall ninety (90) calendar days prior to the termination date of this Agreement give written notice of termination. If neither party gives notice of termination or withdraws the same prior to the termination date of this Agreement, this Agreement shall

continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.

C. If either party desires to modify this Agreement, it shall ninety (90) calendar days prior to the termination date of this Agreement, or any subsequent termination date, give written notice of the amendment or amendments desired. If notice of amendment of this Agreement has been given by either party in accordance with this Paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon between the parties shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

D. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail addressed to: the International Union of Operating Engineers, Local #547, AFL-CIO, 24270 W. Seven Mile Road, Detroit, Michigan 48219, and if to the Board addressed to: Riverview Community School District, 13425 Colvin, Riverview, Michigan 48193, or to any other address the Union or the Board may make available to each other.

E. The effective date of this Agreement is July 1, 2005.

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

**RIVERVIEW COMMUNITY SCHOOL  
DISTRICT BOARD OF EDUCATION**

Pat Foley  
President

Robyn Vitale  
Secretary

8/17/06  
Date

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

Ms. Selby  
Business Manager

Jennifer L. Mudeau  
President

[Signature]  
Recording/Corresponding Secretary

Pamela A. Young  
Chief Steward

Julie A. Balicki  
Alternate Steward

8-17-06  
Date

WAGES

CLASSIFICATION

Drivers

	<u>2005-2006</u>	<u>2006-07</u>	<u>2007-08</u>
Beginning	\$12.51	\$12.76	\$13.02
One Year	13.17	13.43	13.70
Two Year	13.61	13.88	14.16
Three Year	14.09	14.37	14.66
Four Year	14.64	14.93	15.23

Aides

Beginning	9.27	9.46	9.65
One Year	10.05	10.25	10.46
Two Year	10.77	10.99	11.21

**EMPLOYEE/UNION GRIEVANCE**

Case No. \_\_\_\_\_

**International Union of Operating Engineers**

**LOCAL 547-547A-547B-547C-547H-547P**  
24270 West Seven Mile Road \* Detroit, Michigan 48219

**COMPLETE FIVE COPIES – TYPEWRITTEN OR PRINTED IN INK (press hard)**

Employer \_\_\_\_\_ Job Location \_\_\_\_\_

Date of Oral Discussion \_\_\_\_\_ Alleged Contract  
with Employer Representative \_\_\_\_\_ Violation: Article \_\_\_\_\_ Section \_\_\_\_\_  
and all other relevant provisions of the contract and past practice.

Employer Representative's Disposition: Time limit for answer \_\_\_\_\_

**Specific Nature of Grievance (dates, times, place and names):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Adjustment Requested:**

\_\_\_\_\_

and otherwise make whole for all losses.

\_\_\_\_\_  
Employee Name (please print) \_\_\_\_\_ Steward/Bus. Rep. Name (please print) \_\_\_\_\_

\_\_\_\_\_  
Employee Signature \_\_\_\_\_ Date \_\_\_\_\_ Steward/Bus. Rep. Signature \_\_\_\_\_ Date \_\_\_\_\_

**Employer Representative's Disposition:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer-Representative's Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Union Representative's Signature \_\_\_\_\_ Date \_\_\_\_\_ Settled \_\_\_\_\_ or Appealed \_\_\_\_\_

**Copies: One to grievant; one to Union office; one to Steward; two to Employer Representative (one to be returned to Union with answer).**