QUINCY COMMUNITY SCHOOLS

AND



Michigan council # 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICPAL EMPLOYEES, AFL-CIO, LOCAL # 2597

INDEX

AGREEMENT
ARTICLE 1 PURPOSE AND INTENT
ARTICLE 2 RECOGNITION
ARTICLE 3 MANAGEMENT RIGHTS
ARTICLE 4 UNION RIGHTS
ARTICLE 5 UNION REPRESENTATION
ARTICLE 6 DISCIPLINE AND DISCHARGE
ARTICLE 7 GRIEVANCE PROCEDURE
ARTICLE 8 SENIORITY
ARTICLE 9 LOSS OF SENORITY
ARTICLE 10 JOB POSTING AND BIDDING
ARTICLE 11 DRIVER RESPONSIBILITY
ARTICLE 12 HOLIDAYS
ARTICLE 13 SICK LEAVE
ARTICLE 14 LEAVE OF ABSENCE
ARTICLE 15 UNPAID LEAVE
ARTICLE 16 LONGEVITY
ARTICLE 17 OVERTIME
ARTICLE 18 MEDICAL COVERAGE/LIFE INSURANCE
ARTICLE 19 HEALTH AND SAFTEY
ARTICLE 20 DRUGS AND ALCOHOL
ARTICLE 21 STRIKES AND LOCK OUTS
ARTICLE 22 LAYOFF AND RECALL
ARTICLE 23 WAGES AND HOURS
ARTICLE 24 NONDISCRIMINATION
ARTICLE 25 GENERAL
ARTICLE 26 DECLARED LOCAL/STATE/FEDERAL EMERGENCY
ARTICLE 27 MODIFICATION
ARTICLE 28 DURATION
APPENDIX A

AGREEMENT

THIS AGREEMENT entered into this 16th day of June, 2025 by and between the QUINCY COMMUNITY SCHOOLS, Quincy, Michigan, hereinafter referred to as the "EMPLOYER", and MICHIGAN COUNCIL #25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, local #2597,

Hereinafter referred to as the "UNION".

WITNESSETH:

ARTICLE 1: PURPOSE AND INTENT

Section 1: The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union. Recognizing that the safety and well-being of students are paramount and dependent upon the care and diligence of the school bus drivers, the Employer, and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein the duration of this Agreement.

ARTICLE 2 RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all bus drivers, excluding supervisors and all other school district employees.

Section 2: For purposes of this contract, the definition of full-time employees shall include those drivers who have regular runs, i.e. regular and recurring AM/PM runs.

Section 3: The Employer will not aid, promote or finance any labor group or organization which purports to engage in Agreement or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3 – MANAGEMENT RIGHTS

Section 1: The Board hereby retains and reserves unto itself, without limitations, except as expressly limited by the terms of this agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and the Constitution of the State of Michigan and of the United States. Illustrative of these rights not previously enjoyed by the Board under any predecessor agreement are the following:

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

b) To hire all employees, and subject to the provisions of this contract, the law, Michigan

Department of Education regulations, to determine their qualifications, and the condition of their continued employment, or their discipline up to and including dismissal for just cause or demotion, and to promote and transfer all such employees.

c) The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Agreement.

d) The Board shall determine all methods and measures lo carry on the operation of the schools.

e) Bus runs shall be established, modified, eliminated, or consolidated by management. Prior to modification, consolidation or elimination, the bus supervisor will make every effort to meet with the affected bus driver and/or the Union Representative, to discuss the reasons for the changes. In the event an assigned route is eliminated, the employee may "bump" into the position held by a less senior employee.

The Board shall not be arbitrary, capricious, or discriminatory in the conduct of its rights under this article.

ARTICLE 4 UNION RIGHTS

Section 1: The Union shall have the right to elect or designate one employee who shall serve as President of the Local and one employee who shall serve as steward for this bargaining unit, which employees shall be permitted *to* confer with bargaining unit employees with respect to

official Union business on the employer's premises but not on the employer's time.

Section 2: The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity on the employer's time or premises without prior approval from the Superintendent of Schools.

Section 3: The employer will provide a bulletin board in the bus garage, which may be used only by the Union for posting notices pertaining to Union business and by the employer for posting job vacancies and/or newly created positions.

ARTICLE 5 UNION REPRESENTATION

Section 1: Union Representative - The employees covered by this agreement will be represented by Local Union Representation or at the discretion of the Local Union, by a Council #25 Staff Representative.

a) The Employer will be notified of the names of the Officers and Stewards by October 1st of each school year.

Section 2: Right to Representation - Employees shall be entitled to the presence of a designated union representative at any meeting at which disciplinary action will take place, if requested by the employee.

ARTICLE 6 DISCIPLINE AND DISCHARGE

Section 1: An employee shall not be disciplined except for just cause. In keeping with the concept of just cause, discipline, where appropriate, will be progressive in nature, up to and including discharge.

Section 2: Any employee may appeal such disciplinary action in accordance with the grievance procedure.

Section 3: An employee shall be advised of his/her right to have a Union representative present at a meeting at which discipline may or will take place or at an investigatory interview of the employee by the Employer regarding allegations or charges of misconduct against the employee which, if substantiated, could result in discipline.

Section 4: Disciplinary Action and Conference

A. Whenever an employee is to be formally charged with a violation of any rules and/or policies, a Disciplinary Conference shall be scheduled, and the employee shall be notified in writing prior to the conference of the claimed violation. No Disciplinary Conference shall proceed without the presence of a Union representative. The employee shall be informed of the nature of the charges and the reasons that disciplinary action is intended or contemplated. The employee shall have a right to respond to the charges verbally.

B. The Disciplinary Conference shall be attended by the employee, Union steward, and the appropriate Employer representatives.

C. Formal notification to the employee of disciplinary action shall be in writing. Whenever practical, notice of

disciplinary action shall be personally delivered to the employee. When such personal notice is not practical, the employee's copy of the discipline notice shall be sent to the employee by certified mail, return receipt requested.

D. A copy of all disciplinary action shall be sent to the Union President and Steward.

Section 5: In the event it should be decided by the Employer or under the grievance procedure that the employee was unjustly discharged or excessively disciplined, the Employer shall reinstate such employee and pay full compensation, partial, or no compensation, as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay as of the start of the suspension or the date of the discharge.

Section 6: Any grievance protesting the Employer's decision to suspend, or discharge is to be filed **in** writing at the second step of the grievance procedure within seven (7) calendar days after the date of notification of the disciplinary action, suspension, or discharge.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this agreement.

Section 2: **FIRST STEP** Any grievance or complaint shall be presented to the supervisor for settlement. Any employee or group of employees who have any grievance may be accompanied by their steward, if so desired, and must submit it to the supervisor within five (5) central office business days after the occurrence of the event upon which the

grievance is based. The supervisor shall investigate and report his/her disposition of the complaint within three (3) regularly scheduled working days after it has been made to him/her. In the event the complaint is not satisfactorily settled in this manner, the following procedure shall apply:

Section 3: **SECOND STEP** To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which has allegedly been violated, must be signed by the employee and/or Union Steward who is filing the grievance and must be presented to the Superintendent within ten (10) central office business days after the occurrence of the event upon which it is based. The Superintendent shall give a written answer to the aggrieved employee and Union Steward within five (5) central office business days after receipt of the written grievance. If the answer is mutually satisfactory, the employee or his/her steward shall so indicate it in writing, giving one (I) copy of the settled grievance to the supervisor.

Section 4: **THIRD STEP**. If the Union is not satisfied with the disposition if the grievance at the second step, then the parties, within ten(10) days of the unions receipt of Management's Step 2 response, request the assistance of a Michigan Employment Relations Commission (MERC) mediator. Such mediation will commence as soon as possible. In the event that a MERC mediator is not available in a reasonable time, Federal Mediation Conciliation Service (FMCS) mediator may be used. If the mediation results are satisfactory settlement, the parties shall reduce it to writing.

Section 5: **FOURTH STEP**. If the grievance has not been settled in the Third Step, the grievant and/or Union may submit the matter to arbitration provided such submission is made with fifteen (15) central office business days after the date of the conclusion of the mediation meeting.

A. All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules and Regulations within the time specified above, and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be shared at the rate of fifty (50%) percent for the Board.

Section 6: Grievances which are not appealed within the time limits specified in the grievance procedure shall be considered to be withdrawn by the Union. If the employer fails or neglects to answer a grievance within the time limits specified at the various steps of the grievance procedure, the grievance shall automatically proceed to the next higher step in the grievance procedure and all-time limits shall apply.

A. It is understood and agreed that the time limits specified in this grievance procedure may be extended by agreement between the Employer and the Union.

Section 7: Whenever the words are used in this Article, "central office business days" shall be defined as those days which are scheduled for work Monday through Friday, both inclusive, excluding holidays as recognized under this Agreement.

Section 8: The Union shall promptly notify the Superintendent in writing as to the membership of its grievance committee and any changes therein. The Union's grievance committee shall be comprised of not more than two (2) individuals who have not less than six (6) month's seniority with the employer.

ARTICLE 8 SENIORITY

Section 1: Seniority shall be defined as an employee's length of continuous service with the employer since he/she first reported for work at the instruction of the employer and at a time since he/she has not quit or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by leaves or layoffs for lack of work, except as hereinafter provided.

Section 2: All new employees shall be probationary employees until they have worked ninety (90) calendar days for the employer. The purpose of the probationary period is to give the employer an adequate opportunity to observe the performance of the new employee and thus determine whether such employee has the ability and other attributes which will qualify him/her for regular employee status.

A. During the probationary period, the employee shall have a no seniority status and may be laid off or terminated in the sole discretion of the employer.

B. Upon satisfactorily completing his/her probationary period, the employee's name shall be entered on the seniority list as of his/her most recent date of hire unless, during such probationary period, the employee has been absent from work, in which case such employee's name shall be entered on the seniority list as of ninety (90) calendar days prior to the completing of the probationary period.

Section 3: An up-to-date seniority list shall be prepared and made available to the Union President on October first of each year. The Seniority list shall consist of a unit-wide list beginning with the most senior bus driver.

Any objection to the seniority dates shown on any seniority list must be registered with the employer by the union or employee within fifteen (15) calendar days after receipt of said list.

In the event two (2) or more employees have the same hiring date; they shall be ranked on the seniority list alphabetically by the first letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first name.

ARTICLE 9 LOSS OF SENIORITY

Section 1: An employee's seniority shall terminate:

A. If he/she quits or is discharged for-just cause.

B. If, when notified by certified mail, return receipt requested, deliver to addressee only, or by personal service prior to the start of the school year the employee fails or refuses to advise the employer in writing of his/her intent to return to work or not to return to work within one (I) calendar week after receipt of such recall notice.

C. When, following a layoff for lack of work (other than case referred to in subsection (b) above, he/she fails or refuses to notify the employer within forty-eight (48) hours after receipt of the recall notice sent by certified mail, return receipt requested, deliver to

addressee only, or by personal service of his/her intent to return to work within three (3) regularly scheduled working days after receipt of such recall notice.

D. If he/she is absent for three (3) regularly scheduled working days without notifying the employer within such three (3) day period of a justifiable reason for such absence.

E. If he/she fails to return to work immediately upon the expiration of a leave of absence or any extension thereof or accepts employment elsewhere while on a leave of absence which would preclude him/her from performing his/her responsibilities and duties for the employer.

F. When he/she has been laid off for lack of work for a continuous period of time in excess of twelve (12) consecutive months.

ARTICLE 10 JOB POSTING AND BIDDING

Section 1: All vacancies and/or newly created bus routes within the bargaining unit shall be posted for a period of three (3) working days on the Union's bulletin board. Employees interested in such vacancies shall sign the posting during the above three (3) day period. All vacancies or newly created positions shall be filled on the basis of seniority. In the event the senior applicant is denied the job, reasons for the denial shall be given in writing to the employee and to his/her steward.

A. Any new Voc-Ed driver will be paid per school district calendar which includes those days that are ½ day runs paid as ½ days and not full-days after July 1, 2012. Any current driver will continue to be paid according to past practice.

Section 2: The opportunity for bus drivers to take special runs (field trips, sports events, etc...) shall be offered as specified in Appendix A.

It is mutually understood and agreed upon that during the first week (seven calendar days from the actual start date of classes) of school, bus drivers need to run their own routes in lieu of taking an extra trip which is in conflict with their regular run so that the drivers may familiarize themselves with their route and the children on that route and any changes which typically occur during that time period.

Where field trips are in direct conflict with morning runs or afternoon runs, the school administration reserves the right to assign substitute drivers to the regular run permitting a regular driver the extra trip (except as noted in the previous paragraph). During spring sport event trips (baseball, track, etc.) the trips will be first offered to the regular drivers as set forth above, if no regular drivers choose to drive, it shall then be offered to the substitute drivers.

Section 3: Any bus driver that elects to take extra run or assignments, vocational education runs, spectator buses, field trips, etc. is expected to maintain discipline and control of their bus at all times. Coaches, teachers, supervisors, etc. shall be responsible for the conduct of their students and shall abide by the rules of the bus as established by the bus driver and the Transportation Supervisor. Failure to do so could lead to removal from the extra trip assignment

Section 4: Assignment of extra trips will be accomplished by the use of a rotation list, which the Transportation Supervisor shall post. Every effort will be made to provide bus transportation for athletic groups of 7 or more students who are being transported to athletic events.

Section 5: If an extra trip is cancelled, and the extra trip is rescheduled within 14 calendar days of its cancellation, the Driver originally scheduled shall have first option to drive. If the driver chooses not to drive, the extra trip shall be posted for rotation. If the driver exercises the option to take the rescheduled trip and, as a result, must forfeit a previously bid extra trip, then the forfeited trip will be assigned by rotation of the PIN.

Section 6: Drivers shall not trade extra trips. When a driver is unable to take their bid trip, the trip is forfeited and returns to the rotation.

Section 7: All regular drivers are eligible for extra trip assignments after they have completed their probationary period (90 calendar days). All trips will be distributed on a rotation basis. For the purpose of establishing the extra trip rotation list, the new list shall commence on the first day of scheduled classes and end on the last day of classes for the then current year. We will start at the top of the seniority list and maintain a continuous rotation through that year. All trips will be posted by Monday, at 8:00 a.m. each week, to cover trips from Tuesday through Monday.

Each extra trip assignment during the summer (those dates outside of the academic calendar) shall be offered to the most senior driver and continue down the seniority list until an available driver is assigned. Each rotation will allow drivers one choice of the trips available until all trips are assigned beginning with the most senior driver. Drivers must be physically present to bid unless on school business.

If a bus driver assigned to drive an extra trip does not give 24 hr. notice of inability to drive said trip, the transportation supervisor may assign the next available driver on the rotation list. A driver, after canceling two extra trips (except in cases of recognized emergencies), shall lose the opportunity to bid on extra trips posted on Monday for the following week, Tuesday through Monday (late trips included). The supervisor, or his/her designee, shall pickup, post, file, and assign all extra trips.

Section 8: Any employee driving a vocational run, which the employer knows will be absent for three days or more, will have their run filled by a one day posting for bid in accordance with the Seniority Article.

Section 9: Any late trips (those scheduled with the Transportation Department after 8:00 a.m. on Monday), although highly discouraged by Administration with every attempt to keep at a minimum, shall be assigned by the use of the PIN. Drivers who already have a conflict with the Vocational run will be skipped. Each late trip assignment during the summer (those dates outside of the academic calendar) shall be offered to the most senior driver and continue down the seniority list until an available driver is assigned.

If an extra trip is handed down within 24 hours of the trip, the supervisor, or designee, will hand out the trip by use of the PIN but will not move the PIN. If there is no access to the rotation list, the supervisor reserves the right to call anyone to fill the trip but the PIN does not move.

Section 10: If an extra trip is handed in with no leave time on it, it will be posted for Monday handout. If no regular driver bids on the trip, the supervisor, or designee, will hold it until the time is posted. The trip will then be filled by rotation of the PIN.

ARTICLE 11 DRIVER RESPONSIBILITY

Section 1: Employees shall be required to keep the employer informed at all times as to their current addresses and telephone numbers. It is understood that any communication addressed to an employee at his/her last address on record with the employer shall constitute notice to the employee of the contents of such communication.

Section 2: Each driver is responsible for reporting all maintenance requests lo the bus supervisor. The supervisor in return will advise the driver when the work is completed. The supervisor will schedule the maintenance in order of severity but each request will be addressed.

Section 3: Each driver is responsible for refueling their bus. All buses are to be refueled every third day unless extra trips or added mileage would require enough fuel to necessitate more frequent refueling.

Section 4: All drivers are responsible for a bus warm-up period and a pre-trip check bus inspection prior to leaving for all bus runs and extra trips, when vehicles have not been operated for more than an hour. During the warm-up period the driver is to be in or around the bus, except when parked in the bus garage parking lot. When the temperature is around or below zero, all attempts to assist drivers in warming-up their buses will be made by the Supervisor or designee. All drivers are responsible for a bus cool-down period. During the cool-down period, the driver is lo be in or around the bus. Specific warm-up and cool-down times are set forth in Appendix A, Section 13.

Section 5: Each driver, as a condition of employment, shall wash their bus inside and out, once every month. During muddy or dusty conditions, a light rinse of the outside would be expected

by each driver as needed or as often as weather, road conditions, and time will permit, as approved by the supervisor. All wording on the bus must be clearly visible for safety reasons. The employer will make available a stall within the bus garage a minimum of two days per week for employees to wash and clean buses during inclement weather, unless unusual circumstances prevail. Good housekeeping practices all times is mandatory for all buses.

ARTICLE 12 HOLIDAYS

Section 1: Each employee shall receive the following paid holidays:

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

Employees entitled to receive holiday, sick and personal business pay will be paid at their hourly rate, as calculated using the average number of hours worked, during the full pay period of the Fall pupil count as established by Michigan Department of Education (regular and vocational runs only).

If a significant (10 minute or more) event alters the employee's regular hours per week, holiday, sick and personal business pay will be recalculated using the average number of hours worked during the new full pay period.

Section 2: Employees not eligible for holiday pay if on an unpaid leave status.

ARTICLE 13 SICK LEAVE

Section 1: It shall be the responsibility of the employee to notify the employer as soon as he/she has knowledge of an anticipated absence, but in no case shall such notice be less than two (2) hours prior to the starting time of the route (except in cases of recognized emergencies). All drivers shall complete an absence report form, provided by the supervisor, giving the dates and the reasons for the absence. This must be done the day following the absence and given to the supervisor. Four (4) days per year shall be granted with an accumulation of up to twenty-five (25) days.

Section 2: Up to 72 hours of sick leave may be used each year for all purposes allowed by ESTA.

ARTICLE 14 LEAVE OF ABSENCE

Section 1: PERSONAL LEAVE

Three (3) personal business leave days per year, with approval by the supervisor. Driver shall be allowed to roll over one (1) unused personal leave day from one year to the next. Drivers shall accumulate personal leave days to a maximum accumulation of (4) days. Any unused personal leave time above (4) days will be transferred to sick leave in half day or full day increments. A business leave day shall not be granted for vacation or recreational activities, for seeking other employment, for working either with or without remuneration for themselves or anyone else, for religious purposes, for conventions or conferences of their spouses, for shopping or other affairs that are not directly categorized as business. Personal business leave days are not allowed the day before or the day after a holiday, except as specifically approved by the Superintendent. Personal business days will not be approved the first week or last week

of school, except as specifically approved by the superintendent.

Section 2: FUNERAL LEAVE:

An employee shall be granted up to five (5) days leave for the death/funeral of an immediate family member. Immediate family member is defined as spouse, child, stepchild, parent, stepparent, parent -in-law, sister, sister-in-law, brother, brother-in-law, grandchild, or grandparent. This leave is not deducted from sick leave or personal business leave. Drivers shall receive his/her normal wages for regular runs missed based on the average number of hours worked during the full pay period of the Fall pupil count.

Section 3: Family and Medical Leave Act (FMLA)

It is understood that the Family and Medical Leave Act of 1993 does not abrogate the rights of the parties under this Collective Bargaining Agreement. Where additional benefits are extended by the Act to the employees, those additional benefits will be honored by the district. Where certain employer rights are also granted in connection with those additional benefits, the district shall be free to exercise those rights. To the extent that leave of absences are granted under this contract where paid or unpaid, it is the intent of the parties that the rights granted there under will serve to satisfy the requirements of the Family and Medical Leave Act provisions to the extent applicable by law. All applications for Family and Medical Leave Act leaves will comply with Board policy.

Section 4: Jury Duty:

An employee who serves on jury duty will be paid the difference, if any, between his/her pay for jury duty and the pay he/she would normally have received at such day's work.

ARTICLE 15 UNPAID LEAVE

Section 1: Unpaid personal leaves

Unpaid personal leaves of absences may be granted to employees if requested and approved by the superintendent and/or his designee. All requests must be in writing giving the dates of requested absence. During the time of leave, the employee forfeits any privileges of other employees such as salary for inclement weather, holiday pay, and all fringe benefits. If he/she fails to return to work immediately upon the expiration of the unpaid leave of absence or any extension thereof or accepts employment elsewhere while on a leave of absence which would preclude him/her from performing his/her responsibilities and duties for the employer, the employee would be terminated.

An employee granted an unpaid personal leave of more than ninety (90) calendar days, must notify the employer fifteen (l5) days prior to the end of said leave of their intent to return. They will be returned to the first open position, (meaning the next available job not occupied by any driver, probationary or otherwise), after their date of availability. An employee returning from leave will be returned to the step in the wage scale when the leave was granted.

ARTICLE 16 LONGEVITY

Section 1: LONGEVITY

Employees, who have completed fifteen (15) or more continuous years of employment in the Quincy School District, will be paid for credited service in the late Spring per the longevity scale below.

15 to 20 years	$400.00
21 to 25 years	$500.00
26 years plus	$600.00

Years of service must be completed prior to July 1st of each year.

ARTICLE 17 OVERTIME

Section 1: OVERTIME CLAUSE:

In order to reduce the occurrence of overtime pay, the Employer and the drivers agree to the following:

A. Any regular driver is eligible to bid on a vocational route unless the extra time for that route would cause that driver to exceed more than forty (40) hours in any one work week, the driver would not be eligible to bid on the vocational route unless reasonable circumstances, such as a lack of any other available drivers, warranted the overtime. In these cases, prior supervisory written approval would be required.

B. It is understood and agreed that every reasonable effort will be made to reduce or eliminate overtime for extra

trips, which effort may include, to the extent practical, the equitable distribution of extra trips assignments. In the event that the estimated length of a trip in hours would cause a driver to exceed forty (40) hours in any one work week, the driver would not be eligible to bid on that trip unless reasonable circumstances, such as a lack of any other available drivers, warranted the overtime. In these cases, prior supervisory written approval is required.

ARTICLE 18 MEDICAL COVERAGE / LIFE INSURANCE

Section 1: For drivers hired prior to July I, 2012, the Board will provide single-subscriber health insurance and prescription coverage to all eligible full-time drivers, or $2,040 cash ($170 per month) in lieu of health insurance.

Section 2: For all eligible full-time drivers hired after June 30, 2012, the board will provide $1,200.00 cash ($100.00 per month) in lieu of insurance. Documentation of insurance coverage is required in order to receive the cash in lieu. For example, this could occur if an employee is covered by their spouse's insurance program and the spouse were to lose health care coverage, the employee could then drop his/her CIL in order to switch to a health care plan.

Section 3: Employees electing health insurance coverage must fulfill the at-work requirements of the carrier. These requirements include that; the employee be actively at work for the carrier's minimum work/hour requirement, (for purposes of this section, full-time drivers), and perform all the usual and customary duties of their occupation at the employer's

business establishment, or at some other location where the employer's business requires them to be. The Board agrees to help in making available an insurance benefit program, within the underwriting rules and regulations as set forth by the carrier. In addition, newly hired employees shall only be eligible for insurance benefits, upon acceptance of a written application by the insurance carrier on the first date of eligibility after which employment commences. Employee will have benefits terminated on the day after the date of termination of employment. In the event an employee retires, the Board will coordinate insurance benefits with the State Retirement Office, if and when possible.

Section 4: Employees electing payment, in lieu of proof of health care coverage, will have the right to change to a health care coverage plan, (as established by AFL-CIO Local #2597, in cooperation with the district), if they meet the carrier's underwriting rules and regulations.

Section 5: The District will provide single coverage vision insurance for all drivers with regular runs.

Section 6: The District will provide single coverage dental insurance for all drivers with regular runs.

Section 7: The district shall provide a $10,000 life insurance policy.

ARTICLE 19 HEALTH AND SAFTEY

Section 1: All drivers are to have completed their physical exams as stated according to current (state and federal) and have the report from the medical examiner filed in the Superintendent's office prior to the first day of school.

Section 2: The following is an explanation of the new law:

A. The driver shall be in good physical and mental health, be able-bodied, free from communicable disease, and strong enough physically to handle the bus with ease.

B. As evidence of his/her physical fitness and mental alertness, the driver shall submit, not less than once each year, or according to law, to a physical examination by a reputable physician designated by the local Board of Education, and he/she shall present the physician's certificate to the employing school board or the Superintendent of the school for which the pupils are being transported. A Superintendent who has reason to believe that a driver is not physically qualified to drive a school bus may require a physical examination for that driver at more frequent intervals.

C. All drivers must meet all state, federal, and Michigan Department of Education licensing and bus driving regulations. The school district will pay the cost for such testing. The school district will pay the cost for such items, including the medical examination when the employee goes to the school's designated doctor.

Section 3: The new hired driver will not be permitted to drive a bus with students until their physical has been completed and the results filed, and a criminal records check/fingerprinting has been completed and the results filed.

Section 4: For those drivers hired after July 1, 2007, it shall be the applicant's responsibility to pay for the criminal records check/fingerprinting.

Section 5: Any driver under medication must let their physician

know that they are employed as a school bus driver and provide health information that could be detrimental to their driving.

Section 6: Employees must immediately report all accidents or injuries sustained by students or themselves or which the vehicle entrusted to them is involved. Employees shall be required to fill out report forms made available by the employer that will then be filed in the Superintendent's office. The exact time, date and description of the injury/accident are to be included in the contents of the report.

Section 7: The facilities, bus garage and parking lot, are to be used for the express purpose of working on the school owned fleet and the storage of the same. All buses are to be stored in the enclosed parking lot night and day for security reasons and for the efficiency of having the mechanic available to start them in the morning so as time and schedules are adhered to and in the general safety of the students that ride the bus. Further, routine maintenance can be scheduled in the daytime.

Section 8: Any infraction of any safety or failure to use such safety devices or equipment shall subject the employee to disciplinary action, up to and including dismissal.

Section 9: The superintendent, or designee, the supervisor, principals and all full- time drivers shall hold a meeting no later than one (1) week before the start of school to discuss bus safety, bus driver rules and regulations, changes in District policies and procedures, and the assignment of routes and buses. A review of all benefits associated with employment will take place at this meeting. The calendar for the up-coming school year will also be distributed at this meeting.

ARTICLE 20 DRUGS AND ALCOHOL

Section 1: Any unlawful use, distribution, or possession of illicit drugs or alcohol on school property or at its activities will not be tolerated by the Board resulting in disciplinary action leading to dismissal, as well as notification to proper legal agencies. In some violation instances a rehabilitation program may be required for continued employment. Any employee with a substance abuse problem, seeking proper treatment, should consult the Superintendent for a proper and confidential referral.

ARTICLE 21 STRIKES AND LOCKOUTS

Section 1: The Union agrees that, during the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a strike, slowdown or any other concerted interference, to include mass reported illnesses or other contrived excuses for absence, with it the employer will not lock out the employees.

Section 2: Any employee, group of employees or Union steward who instigates, aids or engages in a strike, slowdown or any other concerted interference with the operations of the employer may be disciplined or discharged within the sole discretion of the employer.

ARTICLE 22 LAYOFF AND RECALL

Section1: When it becomes necessary to lay off employees due to lack of work or to reduce the size of the work force, part-time and probationary employees shall be laid off first, provided there

are employees with seniority who are available, qualified and who have the then present ability and physical fitness to satisfactorily perform the work of such probationary employees without training.

Section 2: Among employees with seniority, the employee with the least seniority shall be the first to be laid off for lack of work, provided always that the remaining employees are available, qualified and have the then present ability and physical fitness to satisfactorily perform the work of such laid-off employee without training.

Section 3: If there is no available senior employee meeting these requirements, then the employee with the least seniority in the bargaining unit whose job can be satisfactorily performed by an available employee without trial or training shall be the one laid off.

Section 4 Recall: When recalling employees following a layoff for lack of work, the laid off employee with the most seniority who is qualified and has the then present ability and physical fitness to satisfactorily perform the work without training shall be the first employee recalled.

ARTICLE 23 WAGES AND HOURS

Section 1: The job classification and applicable rates of pay are set forth in Appendix A attached hereto and shall remain in full force and effect for the duration of this Agreement.

Section 2: The normal work year for bus drivers shall be according to the school calendar established by the Board of Education.

Section 3: For the purpose of this Agreement, the week shall be the calendar week and the day shall be the calendar day.

Section 4: The pay period will coincide with the regular scheduled pay period for the School District and the pay period will be twice (2) a month for the school year (school calendar) established by the Board of Education. A time clock system will be utilized for recording each employee's time worked. Employees are responsible for their own time records.

Section 5: The Quincy Community School District must comply with MCLA 388.1703 of the state school act. The law is explicit stating that each school district must have l,098 hours of instruction and hours of school lost because of inclement weather, fire, epidemics, or health conditions as defined by city, county, or state health authorities shall not be counted as hours of public instruction. This law mandates a flexible ending date of the school calendar. If, at any time during the life of this agreement, it becomes lawful to count as hours of pupil instruction, hours when pupil instruction is not provided due to conditions not within the control of school authorities such as due to severe storms, fires, epidemics or health conditions, it is agreed that the following school closing provision shall become immediately effective:

"When an act of God or an employer directive forces the closing of school or other facility of the employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Hours lost due to the school closing under the foregoingcircumstances shall not be rescheduled. To the extent that any other provision of the collective bargaining agreement, such as the school closing provision, school calendar or the like shall be inconsistent with the foregoing, such provisions shall be null and void as to the extent of the inconsistency."

Delays in the school day shall not cause loss of pay for drivers for their **AM, PM,** Voc-Ed runs. Every attempt will be made to contact drivers in the event of a delay and/or closure, but no additional compensation shall be paid for failure to notify.

ARTICLE 24 NONDISCRIMINATION

Section 1: The Quincy Community School District Board of Education is committed to a policy of nondiscrimination with regard to religion, race, color, national origin, age, sex, height, weight, marital status or physical handicap. This policy shall prevail in all of its policies concerning staff, students, educational programs and services, and individuals and companies with whom the Board does business.

Section 2: The staff shall establish and maintain an atmosphere in which students can develop attitudes and skills for effective, cooperative living, including:

A. Respect for the individual regardless of economic status, intellectual ability, race, national origin, religion, sex, age or physical handicap.

B. Respect for cultural differences.

C. Respect for economic, political and social rights of others.

D. Respect for the right of others to seek and maintain their own identities.

Section 3: The Board and staff shall, to the extent possible, work with other institutions and agencies to improve human relations in the schools and to create channels through which citizens can communicate their human relation concerns to the Board and its employees. In addition, arrangements can be made to ensure, that the lack of English language skills is not a barrier to admission or program participation.

Section 4: In order to facilitate the evaluation of current practices, to investigate complaints, to answer inquiries, and to guide implementation of compliance efforts, the Superintendent of Schools and/or his designee has been appointed as the local nondiscrimination coordinator. All questions, requests for information, or complaints relating to discrimination in the Quincy Community Schools should be directed to the following address:

Superintendent
Quincy Community Schools
One Educational Parkway
Quincy, Michigan 49082
(517) 639-7141

Section 5: NONDISCRIMINATION GRIEVANCE PROCEDURE

If any person believes that Quincy Community Schools or any part of the school organization has inadequately applied the principles and/or regulations of nondiscrimination policy or is in some way discriminatory on the basis of religion, race, color, national origin, age, sex, height, weight, marital status, or handicap, he/she may bring forward a complaint, which shall be referred to as a grievance, to the local nondiscrimination coordinator at the following address:

Superintendent
Quincy Community Schools
One Educational Parkway
Quincy, Michigan 49082
(517) 639-7141

The person who believes he/she has a valid basis for grievance shall discuss the grievance informally and on a verbal basis with the local nondiscrimination coordinator, who shall in turn investigate the complaint and reply with an answer to the complaint within two (2) business days. If this

reply is not acceptable to the complainant, he/she may initiate formal procedures according to the following steps:

A. A written statement of the grievance signed by the complainant shall be submitted to the local Superintendent of Schools within five (5) days of receipt of answers to the informal complaint. The superintendent shall further investigate the matters of grievance and reply in writing to the complainant within five (5) days.

B. If the complainant remains unsatisfied, he/she may appeal through a signed, written statement to the Board of Education within five (5) business days of his/her receipt of the superintendent's response in Step l. In an attempt to resolve the grievance, the Board of Education shall meet with the concerned parties and their representative within three (3) days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) days of the meeting.

C. If, at this point, the grievance has not been satisfactorily settled, further appeal may be made to the Office of Civil Rights, Dept. of Health and Welfare, Washington, DC 20201.

ARTICLE 25 GENERAL

Section 1: Supervisory employees or non-bargaining unit employees shall not perform bargaining unit work, except in cases of absence or unavailability of bargaining unit employees.

Section 2: It shall be the responsibility of each employee to meet the qualifications for any license required for the performance of his/her job responsibilities. Any license required must be kept valid and up-to-date to qualify for continued employment. The cost of the license shall be the responsibility of the employer.

Section 3: The management reserves the right to alter routes for \ emergency situations but will make every effort to minimize and avoid the necessity for altering routes.

Article 26: Declared Local/State or Federal Emergency

Personal Protective Equipment. Quincy School District shall provide all staff with necessary personal protective equipment required by law.

Sick Time. During a pandemic emergency declared by the Branch county Health Department, all bargaining unit members shall be afforded an additional Forty (40) hours of sick time in a separate bank. This time may be utilized by the employee or to provide care to their immediate family for illness or required quarantining related directly to the pandemic. Time used for this purpose shall be considered an excused absence. Employee's will not be required to use accrued sick days prior to utilizing this additional sick bank time.

ARTICLE 27: MODIFICATION

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the employer and the Union shall enter into a collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 28: DURATION

This agreement shall become effective upon ratification of both parties and shall remain in effect until June 30, 2028. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated

Amended 7-1-25 for the 2025-2028 school years.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 16th of June, 2025.

Michigan AFSCME Council 25/Local 2597	Quincy Community Schools
Tammy Porter AFSCME Michigan Representative	John Denney Superintendent
Union Representative	Brian Preston Quincy School Board
Jonathan Funk AFSCME Michigan Representative	

APPENDIX A

Section 1: REGULAR RUN RATES

2025-2026	2026-2027	2027/2028
$23.02	**$23.52**	**$24.02**
$24.31	**$24.81**	**$25.31**
$25.58	**$26.08**	**$26.58**

New Drivers will receive a one-time sign on bonus of $1000.00

Half of the bonus to be paid after the probationary period and the second half to be paid on a separate check of the final pay at the end of the school year. This bonus shall be prorated depending on the hire date.

All current regular route drivers will receive a retention bonus of $1000.00 after the completion of the 2025-2028 school years to be paid out on the second pay period in June of 2025-2028.

Any New driver with experience will be placed on the appropriate step level corresponding to the number of years' experience in the same position.

Any current full-time bus driver that refers a successful candidate for an open full-time driving position will receive a $500 referral bonus. The candidate must be hired by the district and driving a full-time route for Quincy Schools, after the training period, for 3 months in order for a referral bonus to be earned. Documentation of the referral must be in place at the district by the initial hire date of the candidate.

Me-too language: if any other bargaining unit receives an increase or decrease in hourly wages during the life of this Agreement, then AFSCME will receive it also.

Step One to become effective upon completion of the probationary period.

Step Two to become effective:

1. For those hired July 1 through December 31, at the beginning of the next school fiscal year.

2. For those hired January 1 through June 30, the move to Step 2 will occur on January 1 of the net fiscal year of the school.

3. No driver hired prior to July 2001 shall receive compensation for less than 3.6 hours of time per day for their regular runs. Every attempt will be made to increase route times to accommodate this provision.

Section 2: EXTRA TRIP PAY

Paid from the time you leave until you get back. Also, show up pay (based on hourly rate) for trips that last one hour or under.

On trips of 8 miles or under, waiting time generally will not be paid. On certain trips the administration will determine, and it will be noted on the trip request, the base of payment, per trip or per hour.

Effective 7-1-2025

$17.00 hr. for show up

Meal allowance will be provided for extra trips in excess of six (6) hours with appropriate receipts, not to exceed $15.00. For extra trips in excess of ten (10) hours, reimbursement shall not exceed $30.00.

Section 3: LICENSE

The full amount of the license fee will be paid for new drivers.

The full amount of the license fee will be paid thereafter at the date of renewal for all drivers.

Section 4: WASHING BUSES

Drivers will be compensated for up to two (2) bus washes per month at $30.00 per wash. One hour of time will be credited for each wash toward retirement up to a maximum of one (1) hour per week.

Section 5: PAY PERIODS

Each pay period will be based upon the actual time worked determined by the documentation of the driver's time clock record as documented on the driver's time clock record. The paycheck will be distributed at 8:30 a.m. on the payday.

Section 6: Warm-up/Cool-down Periods

AM Run	15/5
PM Run	15/15
VOC-EDU	15/5
Extra Trips	15/15

Times indicated are in minutes.

Section 7: TRIP RUN CONFLICT

When an extra trip is scheduled at such a time when a driver cannot make his/her regular run driver will receive his/her regular run hourly rate, as calculated using the average number of hours worked during the full pay period of the Fall pupil count, plus the Extra Trips hourly rate for those hours in excess of their average regular runtime.

Section 8. Other issues

When a driver is required to attend certain meetings or appointments, he/she shall be paid at the extra trip rate in effect at that time. These meetings or appointments may include student disciplinary hearings, staff meetings, legal proceedings as a representative of the School District, etc. Mandatory drug tests shall also be paid at the extra trip rate in effect at the time but only for one (1) hour of time.

Drivers reporting to work who find their extra trip has been cancelled, will receive one (1) hour's pay at their regular rate.