Agreement

Between the

Shepherd Public Schools Transportation Employees

AFSCME Local 1855.08
And
Shepherd Public Schools

Fiscal Years 2024 - 2028

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Agreement

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

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

A. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

B. The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, employees, and the Union. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes, which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

Article 1 -Recognition

A. The Employer recognizes the Union, as the sole and exclusive bargaining representative for the purpose of the Public Employment Relations Act, for all regular transportation bus drivers and community education drivers, but excluding supervisors, substitutes, mechanics, garage helpers and all other employees.

B. Unless otherwise indicated, use for the term "employee" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit.

C. The term route is defined as a combination of runs that compose a daily assignment for a driver.

D. The term Primary Run is defined as:

1. An a.m./p.m. component of a daily route during which students are picked up in the morning and are taken to a school and are taken home at the end of the day.

2. A free-standing a.m. or p.m. component of a daily route that occurs during the same general time period as those runs under D (1) during which students are taken to a school or are returned later in the day.

E. The term Secondary Run is defined as a run driven outside of general time frame of Primary Runs.

F. For purposes of this Agreement (i.e. filling vacancies, layoff and recall) Primary Runs will not be split.

G. Nothing in this Agreement shall preclude the Employer from consolidating or reconfigurating primary run(s). Such decisions are not subject to the grievance procedure.

Article 2 - Board Rights and Responsibilities

A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity of the children of the district, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law, including:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Employer.

2. Assign and direct its personnel, to determine the number of personnel and scheduling of all the foregoing, and to establish, modify or change any work or business or school hours or days.

3. Direct the working forces, including the right to hire, promote, suspend, discharge, transfer, and assign work or duties to employees, to determine qualifications and conditions for continued employment, and to determine the size of the work force and to lay off employees.

4. Adopt reasonable rules and regulations.

5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and to determine the relocation or closing of offices, departments, divisions, or subdivisions, building or other facilities.

6. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

7. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

8. Determine the policy affecting the selection, testing or training of employees.

9. Continue the right to determine and re-determine job content.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

Article 3 - Seniority

A. Seniority shall be defined as the continuous length of service within the Employer as a member of the bargaining unit. Effective July 1, 2018, periods of layoff and unpaid leaves shall not constitute a break in continuous service but seniority will not accrue. In the event that more than one employee has the same date of hire, position on the seniority list shall be determined by drawing lots.

B. The Employer shall annually (by November 1) provide to the Union a list of the employees arranged in order of their seniority. The Union shall have thirty (30) workdays after receipt of said list to make any objection regarding the accuracy of the list. Absent such objection, the Employer's list shall be conclusive.

C. An employee's seniority and further employment rights shall terminate if:
   1. The employee quits.
   2. The employee is discharged.
   3. The employee retires under the Michigan Public School Employees Retirement System.
   4. The employee's right to recall has ended.

Article 4 - Union Rights

A. The Union and its representative shall have the right to use Employer buildings at all reasonable hours for meetings in accordance with the Employer's building use policy.

B. Duly authorized representatives of the Union and its respective affiliates shall be permitted to transact official Union business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations.

C. The Union shall have the right to use and/or have access to Employer facilities and equipment, including typewriters, copy machines and other duplicating equipment at reasonable times when such equipment is not otherwise in use.

D. The Union shall have the right to post notices of activities and matters of Union concern on a designated bulletin board.

E. The Employer agrees to furnish to the Union, in response to reasonable requests, information necessary to administer or negotiate the contract.

F. All employees in the bargaining unit may choose to become members of the Union. The employer shall deduct union dues from all employees who submit a dues deduction authorization form. Dues shall be remitted to MI AFSCME 925, the recognized Union Representative.

Article 5 - Employee Rights and Protections

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

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

B. An employee shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with the respect to the employee until such representative of the Union is present, provided a delay of not more than twenty-four (24) hour results. Should disciplinary action be likely to occur at a given meeting, the employee shall be advised immediately of said possibility.

C. An employee shall have the right, upon request, to review the contents of their personnel file. A representative of the Union may request to review said file with the employee. The review shall be made in the presence of the administrator responsible for the safekeeping of such file.

D. Any complaints by parents or guardians of a student directed toward an employee shall be called to the employee's attention within five (5) days of the date on which it is determined to pursue the complaint. Notice of the complaints will be in writing. The employee will make a written response to the complaint within five (5) days.

E. Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property. However, this provision shall not be interpreted to require the Employer to assume financial responsibility beyond the coverage provided in the Employer's insurance policies.

F. Seniority based pay step/rate. Drivers will be classified into the step for the rate of pay according to years of experience. Newly hired School Bus Drivers can be classified into the step for the rate of pay according to years of experience as a licensed and certified State of Michigan School Bus Driver. The years of experience must be documented for proof of record. This impacts Article 3-Seniority only in terms of placement on the pay scale for retirees returning to drive bus after they have retired through MPSERS. Seniority is not given for years of experience, only for placement on scale for rate of pay.

Article 6 - Leaves

A. **Paid Leaves**

1. At the beginning of each school year, each employee shall be credited with leave in accordance with the following schedule.

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

   a. One (1) run per day employee: ten (10) runs per year
   b. Two (2) runs per day employee: twenty (20) runs per year
   c. Three (3) runs per day employee: thirty (30) runs per year
   d. Four (4) runs per day employee: forty (40) runs per year
   e. Five (5) runs per day employee: fifty (50) runs per year
   f. Six (6) runs per day employee: sixty (60) runs per year.
   g. Seven (7) runs per day employee: seventy (70) runs per year.

   Leave units may be used in one run units. There shall be a limit on the accumulation of leave time of six (6) times the number of runs listed above.

   When the number of runs a driver is assigned to on a regular basis changes, the runs accumulated in the prior assignment will be transferred, subject to the limits set forth above.

2. In the event of the death, resignation after ten (10) years of service to the district, or retirement under MPSERS of an employee after ten (10) years of service to the district, full trip wages, less mileage, for unused leave days shall be paid to the beneficiary/employee, or to a 403b upon the decision of the employee.

3. Leave days may be taken for:

   a. Personal illness or disability

   b. Up to three (3) days per year for illness of the employee's child residing at home or for critical care involving a spouse or parent.

   c. Personal business (limit three per year). The supervisor can make an exception to the three-day limitation and the decision of the supervisor is not subject to the grievance procedure.

      Use of leave days for personal business shall be scheduled in advance and are subject to prior approval by the supervisor. A personal business leave may be denied in cases where there is an inadequate number of substitutes to provide coverage of the bus runs.

   d. Time required for elected officers of AFSCME to attend meetings (limit of four

days per year). The use of days for Union business shall be scheduled in advance and are subject to the approval of the supervisor. A day under this section may be denied in cases where there are an inadequate number of substitutes to provide coverage of the bus runs.

e. Leave days may be taken on days when school is not in session during the current school year, not including weekends, ie: Christmas Break, Spring break etc.

At the end of each school year, employees shall be paid at full trip wages for any unused leave days in excess of the 6 times maximum number of runs set forth Section A(l)(a) above for the employee.

4. The Employer shall pay to such employee the difference between his/her salary received under the Michigan Worker's Compensation Act for the duration of an absence due to work related injuries up to the number of accumulated leave days. Such difference will be deducted from paid leave on a prorated basis.

5. Any employee whose personal illness or disability extends beyond the period compensated under the previous sections of this Article, shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness subject to the provisions of Section B.

6. When serving as a member of a jury, the employee will receive the difference between the pay for jury duty and the employee's regular pay. An employee is expected to report for regular school duty when temporarily or permanently excused from attendance at court.

7. The employee shall be granted a maximum of four (4) days paid leave in cases of death of immediate family members. Immediate family shall be interpreted as spouse, parent, brother, sister, children, grandchildren, grandparent and in-laws or member of the employee's household. Unused funeral/bereavement leave shall not be cumulative.

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

9. Paid leave time is credited at the start of a work year in anticipation of the employee completing the entire work year. Should an employee be laid off or separate employment other than at the end of the year and has used the time credited in advance of the time it would have otherwise have been earned if credited at the end of each month, any overpayments will be returned by the employee through payroll deductions from the employees final check(s) as a condition of this Agreement. Any remaining amounts due to the lack of adequate funds through payroll withholdings will be due to the Business Office within seven (7) business days.

B. **Unpaid Leaves**

1. Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee due to illness or disability of the employee or for those reasons detailed in Section 2 below. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leaves.

   Due to the prorating of paid leave time under Article 6-A-4 the amount of unpaid leave time afforded for those absent due to a compensable reason under the Workers Compensation law, will be less than twelve (12) months. The amount of unpaid leave time available will be calculated by subtracting from the twelve (12) months, two times the number of days of accumulated paid leave time available to the employee at the onset of the absence.

2. Parental/Childcare Leave requests shall also include a statement from the attending physician indicating anticipated date of birth of the child, where applicable. Parental/Childcare leaves may be granted for the birth and/or care of a newborn or a seriously ill child or in conjunction with the adoption of a child.

3. Only employees who have one or more years of seniority may be granted an unpaid leave of absence. There will be no extensions of a leave of absence.

4. An employee returning from a leave of absence shall be reinstated to the same position they held when the leave began unless the position has been eliminated. If the employee's position has been eliminated, the employee shall be assigned to an equivalent position (if available) held by an employee with less seniority or by a non-unit employee. An employee returning from a leave of absence of less than ninety (90) work days shall be placed at the experience (pay) level as they would have been at had they worked in the district during such period. At least five (5) working days prior to the date a leave is scheduled to expire, an employee shall notify the Employer or his/her intent to return to work.

5. Unpaid leaves of absence of more than five (5) days requested due to illness or disability shall be accompanied by appropriate certification. Certification may also be required when five (5) days or less. The Employer shall have the right to request independent medical verification at the Employer's expense.

6. A leave of absence without pay will be granted to any eligible employee (worked 1250 hours in the 12 months preceding the request for time off under the act to address a serious health care condition) in accordance with the Family and Medical Leave Act of 1993 and in conjunction with Board Policy. The employee must substitute any or all available accrued paid leave time within the limits of this Agreement concurrently.

Article 7 - Vacancies and Transfers

A. 1. Prior to the beginning of each school year, the Employer shall assign the run (primary and secondary) to each employee that they had at the conclusion of the previous school year except as provided below. In the event the run has been eliminated, the employee shall be considered laid off and have all rights and benefits defined in Article 10.

2. Vacant positions shall be posted for a period of seven (7) calendar days during which time applications must be submitted in writing as per the instructions on the job posting. Posting of vacancies during the summer months shall be mailed to the Chapter Chairperson.

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

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

B. **Permanent Vacancies on Primary Runs**

1. Two employees may agree to exchange their assigned runs. Such exchange shall only be made with the agreement of the employees involved and the approval of the Transportation Supervisor.

2. The assignment of primary run vacancies will be based upon seniority and qualifications.

3. In the event the Transportation Supervisor or employee believes there is a need to change an employee's assigned run during the student instructional year, the supervisor, employee and Union shall discuss the reasons for such change. After a discussion, the employee may request that the supervisor put the reasons for the change in writing. In changing an employee's assigned run, the supervisor shall first seek volunteers. In the event there is no volunteer, the employee will exchange runs with the driver with the least seniority. Such exchanges will not be subject to the grievance procedure.

C. **Temporary Vacancies on Primary and Secondary Runs**

A temporary vacancy shall be defined as the primary or secondary run components of a route that is created for a limited period of time by an employee on a paid or unpaid leave of absence regardless of the duration of the leave.

The primary runs of the absent employee will be filled by a substitute driver from outside of the bargaining unit.

The secondary runs of an employee known to be absent for more than ten (10) consecutive work days, will be filled by an available qualified bargaining unit driver based upon seniority who does not have a conflicting assignment (whether inside or outside of the bargaining unit). Daily absences of less than ten (10) consecutive work days will be filled under the procedures set forth in Article 18.

D. **Permanent Vacancies on Secondary Runs**

In filling vacancies, a driver shall not bid and accept a vacant assignment that conflicts with current assignment when such an acceptance would require him/her to vacate positions of the regular current assignment (whether inside or outside of the bargaining unit) in order to acquire the additional work. This section will not be construed to prohibit a driver who is working in a position outside of the bargaining unit from resigning that position to bid and accept a secondary run vacancy.

Subject to the limitations set forth above, vacancies on secondary runs will be assigned based upon seniority and qualifications. Seniority assignments will begin with the most senior employee with one or less secondary/vocational runs. Clarification of wording in Article 7, section D, paragraph two (2). Subject to the limitations set forth above, vacancies on secondary runs will be assigned based upon seniority and qualifications. Seniority assignments will begin with the most senior employee without an assigned secondary/vocational run and proceed through the seniority lineup with all employees with 1 or less until the position is filled. Employees who lose a run due to changes in routes and have 2 or more secondary/vocational runs will not be included in the awarding of available runs.

E. The Employer will post on the bulletin board who the successful driver is when a primary or secondary run vacancy has been filled.

Article 8 - Working Conditions

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

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

B. Employees shall be notified of school delays or closings by 5:45 a.m. Failure to provide notice by 5:45 a.m. shall result in employees who show up for work being paid the regular route rate for their morning run unless pay is issued for the day under Section A above.

A school delayed start will adjust the above deadline for notification (i.e. a two-hour delay

would be 7:45 a.m.). Failure to provide notice by adjusted time shall result in employees who show up for work being paid the regular route rate for their morning nm unless pay is issued pursuant to Section A above.

C. Employees shall be compensated an additional two dollars ($2.00) per run in which an employee is required to assist with the loading and unloading of a physically handicapped student.

D. The Employer shall purchase a new jacket (up to $70) for each employee every two (2) years. Prior to the purchase of the jackets, a committee comprised of three (3) bargaining unit members shall recommend to the Transportation Supervisor two (2) styles of jackets. If there is disagreement with the recommendations, the committee and supervisor shall meet to jointly determine mutually acceptable selections. Each employee shall choose the style they desire.

E. The Employer recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline on the school bus.

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

F. An attempt shall be made to notify employees of any health problems which would be relevant to the transportation of students that the employee is required to transport. The Employer shall provide training or guidance if necessary to employees on how to respond to the student's health problem(s).

G. Employees shall be reimbursed for all required mileage driven on the job in the employee's vehicle at the Employer established rate.

Article 9 - Grievance Procedure

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

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

B. **Procedure of Handling**

1. The employee(s) who feel that they have a grievance shall first take up the matter with the Transportation Supervisor (within ten (10) days after the occurrence giving rise to the grievance, or ten (10) days following that date on which the employee(s) reasonably should have known of the facts giving rise to the grievance) who will

attempt to resolve the matter within ten (10) days.

2. If this (Step 1) fails to resolve the grievance, the employee(s) shall within five (5) days reduce the grievance to writing specifying the section of the contract he alleges is violated, the events that caused the alleged violation and the remedy he seeks and submit it to the Superintendent. Upon receipt of the written grievance, the Superintendent shall attempt to resolve the matter within fifteen (15) days. The Superintendent's disposition shall be in writing.

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

C, **Powers of the Arbitrator**

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

a. The arbitrator shall have no power to establish salary scales.

b. The arbitrator shall have no power to rule on any of the following:

1. The discipline and termination of services of any probationary employee.

2. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.

3. Any matter involving the content of any evaluation.

4. The Arbitrator shall have no power to change any practice, policy or rule of the Employer nor to substitute the arbitrator's judgment for that of the Employer as to the reasonableness of any such practice, policy, rule or any action taken by the Employer. The arbitrator's power shall be limited to deciding whether the Employer has violated the expressed articles or

sections of this Agreement; and the arbitrator shall not imply obligations and conditions binding upon the Employer from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.

5. The arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of the Employer to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of the Employer and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

c. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved and the Employer.

Claim for Back Pay

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

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that the employee may have received from any source during the period of back pay.

2. No decision in any one case shall require a retroactive wage adjustment in any other case.

Article 10 - Layoff and Recall

A. Layoff shall be defined as a reduction in daily routes or runs (Primary or Secondary).

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

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

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

C. Totally laid off employees shall be recalled in order of seniority, with the most senior being recalled first to any vacant primary run, prior to the position being posted under Article 7-C.

An employee partially laid off as a consequence of losing a secondary run, shall be subject to recall to a vacant secondary run after the run has been posted under Article 7-D.

1. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records with a copy to the Union. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as this/her current mailing list.

2. A recalled employee shall give notice of intent to return to work within three (3) working days after receipt of notice of recall and shall return to work within five (5) working days after receipt of notice of recall or such employee shall be terminated without recourse under this Agreement.

An employee who declines recall shall forfeit their seniority rights.

D. A laid off employee shall, upon application and at their option, be granted priority status on the substitute list according to their seniority.

E. An employee who is laid off for more than thirty-six (36) calendar months shall be removed from the seniority list.

Article 11 - Evaluations

A. All evaluations shall be reduced to writing and a copy given to the employee. If the employee disagrees with the evaluation, they may submit a written response, which shall be attached to the file copy of the evaluation in question. If the Transportation Supervisor believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms.

B. Following each formal evaluation, which shall include a conference with the evaluator, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the employee's signature be construed to mean that they necessarily agree with the contents of the evaluation. All written evaluations are to be placed in the employee's personnel file and shall be treated as confidential information.

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

C. In the event an employee is not continued in employment, the Employer will advise the

employee of the specific reasons therefore in writing.

Article 12 - Miscellaneous

A. This Agreement shall constitute a binding obligation of both the Employer and the Union and for the duration hereof may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.

B. This Agreement shall supersede and have precedence over any rules, regulations or practices of the Employer, which shall be contrary to or inconsistent with the terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.

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

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

E. Overtime will be paid for hours worked in excess of forty (40) hours in a work week. Paid time off regardless of its origins will not be counted in computing overtime.

Article 13 - Continuity of Operations

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

Article 14 - Drivers Certification and Physicals

A. All employees must pass required physical examinations as required by law. Physical examinations shall be given by a school-designated physician and shall be paid by the Employer. The district shall pay for or provide all required TB tests and follow-up x- rays.

B. Employees must satisfy all certification and training requirements adopted by the State of Michigan. The Employer shall reimburse employees for the cost of licenses or the renewal of licenses, including CDL, required for the employee to perform his/her job.

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

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

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

Article 15 - Job Description

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

1. Job title and description

2. Minimum requirements of the job

3. A specific statement of required tasks and responsibilities.

Article 16 - Extra Trips

A. General provisions for regular, winter break, spring break and summer trip rotation lists.

1. Extra trips shall be defined as any extracurricular trip or sporting event requiring the use of more than two (2) vans to the same event destination.

2. All extra trip postings shall include the date of the trip, the departure location and time, the destination(s) and estimated time of return.

3. The extra trip rosters required under this article shall list all the drivers in order of seniority who elect to participate on that roster. The rosters will be posted in the bus garage.

4. Trips that are split (i.e. drop off and pick of for athletics, etc.) will be posted and bid separately.

5. Extra trips will not be assigned to substitutes or other employees who have not signed the regular trip roster, winter break, spring break or summer extra trip rosters, until each driver who did sign the roster applicable to the trip (has submitted the preference form in Section B expressing an interest in that trip) has declined the assignment. The process for making assignments after those on the applicable roster who expressed an interest in the trip have declined will be determined by the district and is not subject to the grievance procedure.

   In the event the application of the paragraph immediately above does not result in the assignment of a driver, the "no charge" list will be used.

   The "no charge" list is a separate list from the aforementioned extra trip rotation lists. The "no charge" list will list the same drivers who signed the extra trip rotation list and will be listed in order of seniority. The rotation on this list will follow the same procedures as set forth below for that rotation list.

6. **Pay for Cancellations and Postponements of Extra Trips**

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

   b. In the event an employee assigned an extra trip arrives at the bus garage and is informed that the trip has been postponed or delayed by more than one (1) hour, the employee shall be paid twelve dollars and fifty cents ($12.50) in addition to the wages for the trip.

7. **Volunteers**

   Trips (i.e. snow club or bowling club) under this section will not be posted under Section A above.

   Drivers interested in volunteering must provide written notice to the Transportation Supervisor by September 1 each year.

   Qualified transportation employees covered by this Agreement shall be allowed to volunteer services for extra trips as defined. The pay for such time will be the trip rate for approved drive time and no mileage will be paid.

8. **Overnight Trips**

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

B. **Regular Trip Roster**

1. Starting June 1 and ending August 15, drivers interested in extra trips will sign up in writing on the extra trip rotation list for the following school year.

   After the first day of instruction, employees will be added or removed from the extra trip rotation list at the employee's option by providing written notice to the Transportation Supervisor. The effective date of the addition or removal will be the end of the day Monday following the receipt of the employee's notice.

   Employees may not make a change in their inclusion or deletion from the list more than once every three (3) months.

2. By 9:00 a.m. on the Tuesday of each work week through Thursday of that same week at noon, trips shall be posted next to the extra trip rotation list and assigned for the following two weeks (Monday through Sunday).

   The district will provide a preference form for drivers who signed the extra trip rotation roster to list in numerical order (i.e. number one is first choice, etc.), the driver's preference for the trips listed. Drivers do not have to list a number for trips they are not interested in being assigned to. Drivers on the extra trip rotation list who do not fill out a form by noon on Thursday will be by-passed for the two weeks of extra trips posted that week.

   If a driver selects an extra trip and is later unable to do the trip, that trip will be offered using the no charge list. If the no charge list does not result in an assignment, the options available to fill the extra trip in the first paragraph in Section A(S) above can be utilized.

   If an extra trip request is received after the Thursday 12:00 p.m. closing of the weeks postings and is scheduled during the two weeks of the most recent Tuesday posting, it will be filled using the "no charge" list before utilizing substitutes or other employees.

3. Subject to the limitations set forth herein, the assignment of extra trips shall be on a seniority-based rotation. The initial rotation shall start with the most senior employee who signed the trip rotation list. The initial rotation shall begin on the first student day of each school year and will start from the top of the seniority list for those drivers who signed the trip rotation list and end on the last student day. During the school year the rotation shall continue through the list beginning with the employee listed after the employee last assigned a trip. The extra trip chart shall be "frozen" during winter break and spring break (see Sections C and D below).
   A driver who is also assigned a position within the district that is outside of the bargaining unit, may not elect a trip that conflicts with the assignment outside of the bargaining unit.

4. In the event an extra trip is cancelled, the employee whose trip was cancelled shall

first be offered the rescheduled trip regardless of the date on which the trip is rescheduled. If the driver who had a rescheduled trip is unavailable or the trip is not rescheduled, the make-up list shall be used first before continuing with the next regular rotation under Section B-2.

5. Employees may exchange extra trips providing that both employees agree and the change is authorized by the Transportation Supervisor.

6. An employee who is not available or able to take their afternoon run due to illness, shall not be allowed to take an extra trip that afternoon or evening.

C. **Summer Trip Roster**

1. Prior to May 15 of each school year, each employee shall notify the Transportation Supervisor if the employee wants to drive extra trips during the summer months. Each employee shall indicate his/her preference in writing.

2. The assignment of trips shall be on a rotation basis beginning with the most senior employee.

3. The summer trip chart shall be in effect from the day after the last student day until the first student day of the subsequent school year.

D. **Winter Break and Spring Break Trip Roster**

1. Two weeks prior to the beginning of each winter break and spring break each employee shall notify, in writing, the Transportation Supervisor if the employee wants to drive extra trips during break.

2. The assignment of trips shall be on a rotation basis beginning with the most senior employee.

3. The break chart shall be in effect beginning on the Sunday following the last student day through the last day of the break. The regular trip chart shall be reinstated on the first student day after the break.

Article 17 - Additional Work on Student Instructional Days

Drivers may sign up by 7:00 a.m. each day for substitute assignments on secondary runs and additional work within the Transportation Department (i.e. transporting a bus for warranty work or to secure parts) where a driver may be needed and that work is not regulated by Article 16.

The district will make the determination as to whether a driver is needed for the additional work (i.e. transporting of a bus for warranty work) within the Transportation Department and that determination is not subject to the grievance procedure.

The assignment of drivers shall be on a seniority-based rotation provided the driver does not

have a conflicting normal daily schedule inside or outside of the bargaining unit within the district.

Secondary runs will be filled separately.

Where a driver is needed and if no regular drivers sign up for the day or the driver who did sign up decline the assignment, the district reserves the right to assign substitutes or other employees and such decisions are not subject to the grievance procedure.

Article 18 - Salary and Benefits

A. Wages

Employees shall be paid in accordance with the following schedule for all morning/afternoon/vocational and secondary runs

Step **(Per Run)**	**1-5**	**6-10**	**11+**
Primary Run 1.25 hours	27.50	28.75	30.00
Primary Run 1.5 hours	33.00	34.50	36.00
Primary Run 1.75 hours	38.50	40.25	42.00
Primary Run 2.0 hours	44.00	46.00	48.00
Vocational/Secondary Day Runs	$25.75		
Hourly Rate:	22.00	23.00	24.00

Except where prohibited by law, employees shall advance between steps on the wage scale at the beginning of each school year.

This will not prohibit utilizing different procedures as business necessity dictates (i.e. the 2020-2021 pandemic; layoffs or elimination or runs during the year, etc.).

B. Athletic/Field Trips

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

2024-2025 $20.00 per hour (two hour minimum).(this includes meal allowance)

C. Holidays

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

Thanksgiving
Christmas Eve

Christmas Day
Memorial Day
Labor Day
New Year's Day

D. **Benefits**

The Employer shall provide without cost to each employee, Negotiated Term Life Insurance protection in the amount of $20,000.00.

E. The district reserves the right without prior notice to and without negotiating with the Union, to exercise any and all options available to the district to implement the Affordable Care Act and to change those options from time to time. Any actions under this provision are not subject to the grievance procedure.

F. Employees shall be paid $13.40 per hour for attendance at all Employer requested or mandated meetings or training, bus washing/cleaning, and dispatch, not including co-op workers

G. When pick-ups and deliveries requiring added distance are attached to an established run, the driver awarded shall receive added mileage compensation.

Article 19 – Attendance-Safety Stipend

In the event that an employee has 0-1 absence/leave day or safety incident from the first day of school school year until the first day of Christmas break per the school calendar, said employee will receive a $200 on the first pay in February. If said employee has 0-1 absence/leave day from the first day of the resuming of class following Christmas break until the last day of school, per the school calendar, they will receive a second $200 stipend paid on the last pay in June. If the employee has no absences and no safety violations for the entire school year, the total amount of the stipend will be $500. In the event that an employee has a death in the family one day of bereavement will not count as a leave day, any additional days will count as an absence/leave days. Subpoenas and jury duty do not count as leave days/absence, documentation of duty/subpoena will be required to be given to supervisor. Any safety violation will negate the receipt of stipend. Dates to be determined by the school calendar.

Article 20 - Termination

This Agreement shall be effective the later of July 1 or upon ratification by the parties and shall continue in full force and effect until midnight, June 30, 2028 when it shall terminate.

Article 17(A) (per run schedule for primary and secondary runs only - (excludes mileage) and (B) and (F) will be subject to renegotiations for the 2025-26, 2026-27 and 2027-28 contract years.

If either party desires to re-negotiate this Agreement, it shall give the other party written notice to that effect not less than sixty (60) days prior to the expiration date. This Agreement shall not be extended except by written consent of the parties.

Shepherd Public Schools	Local 1855

Letter of Agreement

between the

Shepherd Public Schools Board of Education

and the

AFSCME Local 1855.08 AFL-CIO (Driver Unit)

The Act (Public Act 369 of 2018) requires that certain employees be provided each "benefit year-" (July 1 to June 30) with paid medical leave for certain defined conditions including personal or family health needs, as well as purposes related to domestic violence and sexual assault that may not be afforded under the terms of the current handbook.

"Eligible employees" means a non-probationary (maximum of 90 days while in probationary status) employee engaged in service to an employer in the business of the employer and from whom an employer is required to withhold for federal income tax purposes certain exceptions and who is not exempt from the payment over overtime under the Fair Labor Standards Act (generally means those employees paid on any hourly basis). Excluded are salaried employees who are exempt from the payment of overtime under the Fair Labor Standards Act (salaried personnel) and those employees employed by an employer for 25 weeks or fewer in a calendar year for a job scheduled for 25 weeks or fewer and an individual who worked, on average, fewer than 25 hours per week during the immediately preceding calendar year.

The district at present affords more paid time off each year (i.e. paid sick leave; personal business) than the Act requires, however, the restrictions on use of paid time off in the contract in some instances does not meet the new standards required under the Act. The district also currently affords for the carry-over of unused hours that is not required by the Act. This addendum is intended to supersede any conflicting obligations under the contract but only to the extent the law requires as such during a benefit year.

The Act only regulates the first 40 hours of paid time off required under the Act. The district credits at least 40 hours of paid time off at the start of the employees work year which is in compliance with the Act and also affords the ability to accumulate paid time off from year to year which exceeds the requirements of the Act. As such and by way of example, an employee who has used 40 hours paid time off in a benefit year for the employees own personal illness would not be afforded the ability to use any additional paid time off where the contract restricts usage for that purpose even though the Act would have afforded that ability had the employee not used the aforementioned 40 hours.

Under the Act, the district will afford eligible employees the ability to use credited paid medical leave for the following reasons for the first 40 hours of paid time off each benefit year. Following the usage of the first 40 hours in a benefit year, the restrictions in the contract will apply in all instances.

a. The eligible employee's mental or physical illness, injury, or health condition;

medical diagnosis, care, or treatment of the eligible employee's mental or physical illness, injury, or health condition; or preventative medical care for the eligible employee.

b. The eligible employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the eligible employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the eligible employee.

c. If the eligible employee or the eligible employee's family member is a victim of domestic violence or sexual assault, the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

d. For closure of the eligible employee's primary workplace by order of a public official due to a public health emergency; for an eligible employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by the health authorities having jurisdiction or by a health care provider that the eligible employee's or eligible employee's family member's presence in the community would jeopardize the health of others because of the eligible employee's or family member's exposure to a communicable disease, whether or not the eligible employee or family member has actually contracted the communicable disease.

Under the Act, a family member includes all of the following:

a. A biological, adopted or foster child, stepchild or legal ward, or a child to whom the eligible employee stands in loco parentis.
b. A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an eligible employee or an eligible employee's spouse or an individual who stood in loco parentis when the eligible employee was a minor child.
c. An individual to whom the eligible employee is legally married under the laws of any state.
d. A grandparent.
e. A grandchild.
f. A biological, foster, or adopted sibling.

An eligible employee wanting to use time under the Act must comply with the usual and customary procedures for requesting time off elsewhere in this Agreement and for providing any documentation required to make a determination on the request.

Paid time off will be charged at the same rate as leaves not regulated by the Act.

The district has posted information relating to the Act in prominent places for eligible employees to use as a resource and may contact the central office or Michigan Department of Licensing and

Regulatory Affairs with any questions. A copy of Public Act 369 of 2018 can be obtained on the State of Michigan Legislature's web site.

Any alleged violation of this addendum is not subject to the grievance procedure but may be addressed at the employee's option to the Superintendent's Office in writing explaining in full detail the dates and nature of the alleged violation. The complaint must be filed within six (6) months of the alleged violation.

Pam D. Jump
For the Board

9-17-24
Date

Michael D. Gimmey
For the Union

9-20-24
Date