

6/30/96

AGREEMENT

between

REESE PUBLIC SCHOOL DISTRICT

and

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

BUS DRIVERS

Reese Public School

1993-1996

**Reese Public School District
Reese, Michigan**

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REESE
PUBLIC SCHOOL DISTRICT

and

I.U.O.E., LOCAL 547, AFL-CIO
BUS DRIVERS

AGREEMENT

Entered into this 1st day of July, 1993, between the Board of Education of the REESE PUBLIC SCHOOL DISTRICT, hereinafter referred to as the "Board", and the INTERNATIONAL UNION OF OPERATING ENGINEERS, Local 547, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I PURPOSE

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

ARTICLE II NON-DISCRIMINATION

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

ARTICLE III RECOGNITION

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

ARTICLE IV UNION SECURITY AND CHECK-OFF

- A. It shall be a condition of employment that all employees of the Board covered by this Agreement:

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1. Become members of the Union on or before the thirty-first (31st) day following the effective date of this Agreement, on or before the thirty-first (31st) day following the beginning of their employment with the Board; or
 2. Execute an authorization for the deduction of a service fee equivalent to the dues of the Union on or before the thirty-first (31st) day following the effective date of this Agreement, or on or before the thirty-first (31st) day following the beginning of their employment with the Board.
- B. The Union agrees that it will treat all employees in the same manner with respect to the provisions contained within Section A of this Article.
 - C. In the event that the Union refuses to accept any employee hired by the Board as a member, said employee may continue employment for the School District.
 - D. Either party to this Agreement shall have the right to reopen negotiations pertaining to the provisions of this Article if provisions of this Article are deemed illegal under applicable laws by sending written notification to the other party thirty (30) days from the date of such legal determination.
 - E. The Board shall have no responsibility for the collection of initiation fees, membership dues and special assessments of any other deductions not in accordance with this provision.
 - F. A properly executed authorization form for check-off of dues or initiation fees must be received by the Board from the employee for whom the Union membership dues is being deducted before any payroll deductions are made. Deductions shall be made thereafter only after authorization for check-off forms have been properly executed and are in effect.
 - G. Check-off under all properly executed forms shall become effective at the time the application is tendered to the Board or its designated representative and shall be deducted in equal amounts from the first two (2) pay periods of the month and each month thereafter throughout the term of this Agreement.
 - H. Such dues, service fees and initiation fees as deducted shall be forwarded to the Union no later than the fifteenth (15th) day of the month following the month in which they were deducted.
 - I. An employee shall cease to be subject to check-off deductions beginning the month immediately following the month in which he/she is no longer a member of the bargaining unit. Local 547 will be notified by the Board or its designated representative of the names of such employees.

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- J. The Board shall not be liable to the Union by reason of the requirement of this Article for the remittance or payment of any sum other than that constituting the actual deductions made from wages by employees.

ARTICLE V NO STRIKE

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

ARTICLE VI BOARD RIGHTS

- A. The Board, on its behalf and behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the School System and its properties and facilities and the activities of its employees.
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms thereof are in conformance with the Laws and Constitution of the State of Michigan and of the United States.

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- C. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

ARTICLE VII DISCIPLINE AND DISCHARGE

- A. The Board agrees to submit written notification of any discipline or discharge of a permanent employee to the Chief Steward within five (5) working days from the date of such disciplinary action.
- B. Should said employee consider such discipline or discharge to be improper, the matter may be referred to the Grievance Procedure.
1. The discipline or discharge of any probationary employee shall not be subject to the Grievance Procedure.
- C. Rules and regulations shall be adopted by the Board and made available to all employees. The following rules and regulations as adopted by the Board are currently in effect; however, additional rules or current rules may be adopted or modified periodically as conditions warrant.
1. Unauthorized or excessive absence from work;
 2. Commitment or conviction of any criminal act;
 3. Conduct unbecoming any employee in the public service;
 4. Disorderly or immoral conduct;
 5. Incompetency or inefficiency;
 6. Insubordination;
 7. Bringing intoxicants or narcotics into or consuming intoxicants or narcotics on any school property, or reporting for work under the influence of intoxicating liquor or narcotics in any degree whatsoever;
 8. Neglect of duty;

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9. Negligence or willful damage to public property, waste or misappropriation of public supplies or equipment;
 10. Violation of any lawful regulation or order made by the Board or its designated representative, except for safety, i.e., brakes, lights, and steering in which case if a driver refuses to drive and the Board's representative checks the defect and finds it okay, then upon a written order from the Board's representative the driver will drive the bus in question;
 11. Willful violation of any provisions of this Agreement;
 12. Deliberate falsification of records and reports.
- D. All dismissals and suspensions shall be without pay and no suspension shall be effective for a period of more than ten (10) days without the approval of the Board or its designated representatives.

ARTICLE VIII SENIORITY

- A. A new employee will be considered as a probationary employee until he/she has been employed continuously for six (6) months or more, which must include one (1) month during which snow covered or icy road conditions have existed and until he/she completes Bus Driver Training School. After completion of the probationary period, the employee will be considered as a regular employee and his/her seniority will start as of his/her date of hire. The purpose and intent of this provision is to allow observation of a driver under this type of adverse driving condition.
- B. An up-to-date seniority list shall be made available to each employee covered by this Agreement on or about July 1st of each year and such list shall contain the employee's date of hire and classification.
- C. Seniority shall be broken for the following reasons:
1. If the employee quits;
 2. If the employee is discharged;
 3. If the employee is absent without properly notifying the Management, unless a satisfactory reason is given;
 4. If the employee fails to return to work within three (3) working days after being notified to report to work and does not give a satisfactory reason;
 5. If the employee is laid off for a continuous period equal to the seniority he/she had acquired at the time of such layoff period;
 6. If the employee retires.

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- D. Employees shall be laid off and recalled according to their seniority in their classification. An employee on scheduled layoff shall have the right to displace a lesser seniority employee who is in a classification previously held by the employee, provided the seniority employee is qualified to hold the position held by the employee. Any driver who is laid off will have top priority as a substitute driver for regular runs providing he/she is available for the run in question.
- E. Laid-off or discharged probationary employees shall not have recourse to the terms of this Agreement.
- F. Seniority shall continue to accumulate for an employee who is transferred to a supervisory position.
- G. Any employee in the bargaining unit elected or appointed to full-time office in the Union whose duties require his/her absence from his/her work shall be granted a leave of absence without pay for the term of such office and shall accumulate seniority during his/her term of office.
- H. During his/her term of office, the Chief Steward shall be deemed the head of the seniority lists for the purpose of layoff and recall only, provided he/she is qualified to do the required work. Upon termination of his/her term of office, he/she shall be returned to his/her regular seniority status.
- I. Employees are required to submit notification of termination at least two (2) weeks in advance.

ARTICLE IX NEW JOBS

- A. The Board shall have the right to establish, evaluate, and change obsolete jobs providing such action on the part of the Board shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the Board has the right to develop and establish such new or revised job description, specifications and classification, rates of pay and to place them into effect. Whenever new buildings or a job is made operational, the Board shall establish the job description.
- B. The Board will notify the Union of such new or changes job and will, within thirty (30) days after such new or changed job is established, meet with the Union to negotiate the rate and classification.

- C. Occasional needs for a bus driver during the school hours of under a thirty (30) minute duration may be filled by any bus driver in this bargaining unit at the discretion of the Director of Transportation. If no bargaining unit bus drivers are available, the Director of Transportation may assign anyone.

**ARTICLE X
LEAVES OF ABSENCE**

A. Sick Leave:

1. Each full-time permanent employee covered by this Agreement will be entitled to one (1) sick leave day for each full month of employment to a total accumulation of one hundred ten (110) days.
2. All requests for sick leave must be submitted to and approved by the Superintendent or his/her designated representative.
3. The Board at any time at its expenses may require an employee to submit to an examination by an independent physician.
4. Sick leave days accumulated prior to an approved leave of absence without pay shall be held in reserve pending the return of the employee from such leave.
5. Employees who leave employment of the School District except on an approved leave of absence shall forfeit all of their unused sick leave accumulation and such time shall not be restored if any employee should later be re-employed by the board.

B. Emergency Leave:

1. Leave time which shall be deducted from sick leave accumulation shall be granted at the discretion of the Superintendent or his/her designated representative for the following reasons:
 - a. Quarantine because of exposure to contagious disease which could be communicated to other employees or pupils. An approval of a physician must be presented for the entire period of absence.
 - b. Death of close associate, relative or co-worker.

- c. Illness in the immediate family. The immediate family shall include mother, father, husband, wife, child, grandchild, adopted child, step-child and grandparents.
 2. Leaves of absence with pay, not deductible from the employee's sick days, shall be granted for the following reasons:
 - a. A maximum of three (3) calendar days per incident for death in the immediate family.
 - b. Immediate family shall be defined as spouse, child, mother, father, sister, brother, grandfather, grandmother, grandchild.
 - c. A maximum of one (1) calendar day for death of mother-in-law or father-in-law.
- C. **Personal Business:**
 1. Employees will be entitled to not more than two (2) days each year for important personal business which requires the employee's presence during the working day and is of such a nature that it cannot be attended to at a time when the employee is not at his/her regular working hours, subject to the discretion of the Superintendent. If more than two (2) days for personal business is approved by the Superintendent, these additional days will be deducted from sick leave.
 2. Such time shall not be deducted from the employee's accumulated sick leave.
 3. An application for personal business leave containing the reasons for the leave shall be submitted to the Superintendent or his/her designated representative in writing at least two (2) days in advance (except in the event of an emergency when a shorter notice may be acceptable).
 4. At the end of each school year, any unused personal business days shall be converted to sick days and placed in employee's accumulated sick leave.
- D. Records of sick leave accumulation shall be made available to the employee and the Union once a year at the beginning of the school year.

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- E. An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work shall be given a leave of absence without pay and without loss of seniority and for the duration of such disability but not to exceed the length of his/her seniority or three (3) years, whichever is the least, provided he/she promptly notifies the Board of the necessity therefore and provided further that he/she supplies the Board with a certificate as often as requested from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Board.
- F. Leaves of absence without pay shall be granted for reasonable periods not to exceed one (1) year of time for physical or mental illness in the immediate family which includes husband, wife, children or parents living in the same house.
- G. Leaves of absence without pay shall be granted for reasonable periods not to exceed one (1) year of time for training related to an employee's regular duties in an approved educational institution.
- H. An employee shall be granted a pregnancy leave of absence which shall not exceed nine (9) months and in such case the employee shall immediately notify the Board of the pregnancy. The Board then may request periodic verification of the health of the employee in relation to the performance of the employee's normal job duties. When the medical verification of the physician would not allow the employee to continue in her normal job function because of such pregnancy, the employee shall then be granted a leave of absence for the duration of the pregnancy with all job and recall rights.
- I. The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.
- J. Leaves of absence without pay will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written requests for such leaves of absence immediately upon receiving their orders to report for such duty.
- K. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested and a copy shall be sent to the Union. Leave may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Board.

- L. Use of any of the above by any employee under false pretenses shall subject the employee to disciplinary action up to and including discharge.

ARTICLE XI GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance shall mean a complaint by an employee in the bargaining unit that there has been a violation, misinterpretation or inequitable application of a specific provision of this Agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by law.
2. As used in this Article, the term "employee" may mean a group of employees having the same grievance.

B. PROCEDURE

1. An employee having a specific grievance shall present it orally to the Director of Transportation.
2. If the grievance is not settled orally, it shall be reduced to writing and presented to the Director of Transportation within ten (10) working days of the act or condition that caused the grievance specifying the specific provision of the contract that is allegedly violated, the remedy requested and signed by the aggrieved.
3. The Director of Transportation will answer such grievance within five (5) working days from the date it was filed in writing unless extended by mutual agreement in writing.
4. Unless appealed in writing to the next step within five (5) working days, such answer shall be final.
5. If appealed, the grievance shall be presented in writing to the Superintendent who will arrange for a conference with the Chief Steward and/or the Alternate Steward in an attempt to settle the grievance. In addition, the Business Representative may also be present.
6. Said conference shall be held within ten (10) working days from the date of receipt of appeal and will be scheduled at a time mutually agreed to.

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7. The Superintendent or his/her designated representative shall answer such grievance in writing within ten (10) working days from the date of the conference unless extended by mutual agreement in writing.
8. Any appeal of a decision rendered by the Superintendent shall be presented to the Board within five (5) working days and the Board shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason or reasons why the decision of the Superintendent was not satisfactory.
9. Said conference shall be held within ten (10) working days from the date of receipt of appeal unless extended by mutual agreement.
10. The Board or its designated representative shall answer such grievance in writing within ten (10) working days from the date of the conference unless extended by mutual agreement.
11. If in the event a grievance is not satisfactorily settled at the above step within fifteen (15) days of such decision, either party may submit the grievance to binding arbitration. If in the event the parties are unable to agree on an arbitrator within seven (7) working days from the date of appeal, the appealing party may within fourteen (14) days from the date of the appeal submit the grievance to the American Arbitration Association for the selection of an arbitrator in accordance with their rules.
12. The jurisdiction of the arbitrator shall be limited to grievances arising out of the interpretation or application of this Agreement or any written amendments thereof or supplements hereto. The arbitrator shall have no power to alter, add to, subtract from or modify any of the terms of this Agreement or any written amendments hereof or supplements hereto or to specify the terms of a new agreement or to substitute his/her discretion for that of the parties hereto or to assume any of their functions or responsibilities. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents relating thereto to the parties without decision. The per diem fees of the arbitrator shall be borne by the party who loses the arbitration. If the award and report is not clearly in favor of one party or the other, then the per diem fees of the Arbitrator shall be shared equally by the parties.
13. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

**ARTICLE XII
HOLIDAYS**

- A. Employees shall be paid a minimum of Nine (\$9.00) Dollars or Seven (\$7.00) Dollars per hour, whichever is greater, if they work on the day for which any of the following holidays are legally celebrated: Independence Day, Labor Day, December 24th, and December 31st.
- B. Providing they work the last scheduled workday prior to and the first scheduled workday following, employees shall be paid their regular daily wage for the following holidays:

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

**ARTICLE XIII
JURY DUTY**

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

**ARTICLE XIV
HOURS AND WORK WEEK**

- A. 1. The new pay period starts after the A.M. run on Friday.
2. Bus drivers will be paid for one hundred eighty (180) days of scheduled work. Any additional days that the school district has to make up due to "Act of God" circumstances will be worked at no additional compensation to bus drivers.
- B. Overtime rates will be paid as follows:
1. Time and one-half ($1\frac{1}{2}$) will be paid for all hours worked in excess of forty (40) hours in one week, for which overtime has not already been earned.
- a. Hours for which holiday pay is paid shall count toward the total of forty (40) hours.
- C. Extra Trips:
1. Employees shall be paid the following amounts for extra bus trips with a minimum equal to the same pay as a regular run and without a maximum: Effective July 1, 1993 -- \$6.70; effective July 1, 1994 -- \$6.90; effective July 1, 1995 -- \$6.90.
2. An employee who gives up A.M. (morning) and/or P.M. (night) run for an extra trip will get first hour's pay (and second hour's pay, if applicable) for A.M. (morning) and/or P.M. (night) run wages of extra run.
3. Employees shall be paid Six (\$6.00) Dollars per meal allowance if they drive prior to and end after the time periods listed below:
- a. 11:00 a.m. to 1:00 p.m. and 4:00 p.m. to 6:00 p.m.
- b. If an extra trip leaves less than one (1) hour immediately following a P.M. (night) run, a meal allowance will be paid.
- Drivers will be paid for breakfast on overnight trips.
4. A list of drivers for extra trips shall be arranged according to alphabetical order. Extra trips shall be scheduled by bus drivers from such lists with assignments rotated in alphabetical order. When a driver refused an extra trip, it will be counted as a trip driven for rotation purposes. Skill Center drivers will be allowed to give up that run for extra trips.

5. When a driver is scheduled for an extra trip, they shall be expected to make the run unless they give notice that they will be unable to take the run. Said notice shall be given as soon as possible so another driver may be scheduled. Trading field trips will lead to possible disciplinary action of both drivers.
6. Each employee who takes an extra bus trip must be at the departure site ten (10) minutes before the actual leave time. They are to make sure that the bus has a full tank of gas at the beginning of such trip and at the completion of such trip.
7. If the Board cancels an extra trip less than one (1) hour prior to departure time, the regular driver scheduled for such trip shall be paid an amount equal to the regular run rate.

D. Regular Bus Trips:

1. When school is called off because of administrative action during the day or before the morning run, the driver that is scheduled to drive the bus runs shall receive full pay for such days. Regular drivers who are subbing a skill center, shuttle or kindergarten run for over a five (5) day period shall receive full pay for such days. If buses are delayed due to inclement weather, they will be paid minimum wage for time over a one-half (1/2) hour delay.
2. Seniority employees shall have first priority to bid on regular vacant bus runs. Regular vacant runs are those that are open because of termination, retirement, resignation or transfer to substitute status.
 - a. The vacant regular run shall be given to the most senior employee bidding for the run. Bidding on extra runs, kindergarten, skill center and shuttle will be on the basis of seniority after the run is vacated due to termination, retirement or resignation. The most senior driver applying will have his choice of a run. After his choice is made, the next senior driver will get his choice, and the choices will continue for those wishing to take those runs until the entire seniority list has been gone through.

- b. Non-permanent vacancies of five (5) or more days will be filled on the same basis.
 - c. Non-permanent vacancies of five (5) or less days will be filled by rotation of substitutes.
- 3. Drivers who are delayed due to breakdowns will be paid minimum wage for lost time after he notified the appropriate school administrator of such delay, whichever is later. The School Administrator must also be notified by the driver when he returns to the school from such delay.
- 4. When a substitute driver is needed for a regular, Kindergarten, Career Center, Shuttle Run, a regular driver shall be assigned as a substitute. An alphabetical list of regular drivers who are available and desire this substitute work shall be established. Drivers shall be assigned from this alphabetical list using the same procedure which is used for extra runs. It is understood that the last available driver on the list shall be required to make the run if all other drivers decline. If the vacancy occurs for more than five (5) days, then bidding shall be in accordance with Section 2. above through the duration of the driver's absence.
- 5. During the first five (5) working days of each school year, there will be a sign-up list for all regular drivers who want to sub on runs. These drivers will be the only drivers considered when vacancies appear on a temporary basis.
- 6. Union representatives will be contacted via written notification if vacancies should occur during the months of June or July to inform all drivers for bidding purposes. Any vacancies occurring in August prior to the start of school will be posted for bidding purposes the first five (5) school days.
- 7. Summer Programs:
 - Article III and Swim Program only; will be bid on once and not rebid until vacancy occurs.
 - a. A Summer substitute list for Article III and Swim Program shall be signed at the end of each school year by interested drivers.
 - b. Article III drivers shall be granted one (1) sick day with pay per month (21 days) worked.

- E. A doctor shall be selected by the Board to provide employees with the required physical examination as prescribed by state law at no cost to the employee. However, if the employee elects to go to his own doctor, he shall be reimbursed up to the amount paid by the Board for it doctor, provided the driver submits a copy of the doctor's statement indicating satisfactory completion of the required physical examination.
- F. The Board shall reimburse employees for the required annual TB test, provided the TB test is not available to employees within a thirty (30) mile radius, and provided further that the employee furnished the Board with proof of completion and a statement of charges for such test.
- G. The Board shall reimburse employees an amount equivalent to the amount the Board received from the State upon receiving satisfactory proof of completion of the required bus drivers school.
- H. Regular bus drivers will be compensated Twenty (\$20.00) Dollars per year to prepare maps, routes and additional maps only if necessary.
 - 1. Drivers required to attend group meetings other than local periodic morning meetings will be paid minimum wage.
 - 2. Skill Center drivers do not have to make maps.
 - 3. Kindergarten drivers will be compensated Twenty (\$20.00) Dollars per year to prepare maps and routes.
- I. The Board shall reimburse seniority drivers after satisfactory completion for drivers licenses, endorsements and tests. Newly hired bus drivers shall be reimbursed for such licenses, endorsements and tests upon satisfactory completion of their probationary period as referred to in Article VIII (A).
- J. A shuttle shall be defined as a run that has a single point of pick-up and a single designated drop-off (meaning from point "A" to point "B" ONLY).
- K. Any shuttle leaving town limits shall be paid out-of-town wages and called an out-of-town shuttle. Only those shuttles remaining entirely within town limits shall be paid in-town wages. Except for the CCD classes on the appropriate day of the week.

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**ARTICLE XV
VISITATION**

After presentation of proper credentials to the Superintendent or his designated representative, officers, or accredited representatives of Local 547 of the Union may be admitted into the buildings of the School System to assist in the administration of the provisions of this Agreement, including the adjustment of grievances, provided that such activity is not in areas which would be detrimental to the management and function of the school, its students or its employees.

**ARTICLE XVI
WAIVER CLAUSE**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the Board for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. No Agreement, alteration, understanding or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Board unless executed in writing between the parties hereto and the same has been ratified by the Board and the Union.

**ARTICLE XVII
SAVINGS CLAUSE**

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

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**ARTICLE XVIII
TERMINATION AND MODIFICATION**

- A. This Agreement shall continue in full force and effect until 11:50 p.,m., June 30, 1996.
- B. If neither party desires to terminate this Agreement, it shall ninety (90) days prior to the termination date give written notice of termination. If neither party shall give notice of termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) days' written notice prior to the current year of termination.
- C. If either party desires to modify or change this Agreement, it shall ninety (90) days prior to the termination date or any subsequent termination date give written notice of amendment in which event the notice of amendment shall set forth the nature of amendment or amendments that may be agreed upon and shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- D. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, International Union of Operating Engineers, Local 547, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if to the Board addressed to Reese Elementary School, 9535 Center Street, Reese, Michigan 48757, or to any other such addresses the Union and the Board may make available to each other.
- E. The effective date of this Agreement is July 1, 1993.

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

REESE PUBLIC SCHOOL DISTRICT

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

President

Business Manager

Secretary

President

Treasurer

Recording Corresponding Secretary

REESE
PUBLIC SCHOOL DISTRICT

and

I.U.O.E., LOCAL 547, AFL-CIO
BUS DRIVERS

APPENDIX "A"

It is agreed by the parties that permanent employees of the Board who are assigned to bus driving will receive the following rates of pay for the term of this Agreement:

Classification	July 1, 1993	July 1, 1994	July 1, 1995
Probationary (Reg) (Noon)	12.45	12.82	13.20
	14.11	14.53	14.97
Seniority (Reg) (Noon & Skill Center)	15.00	15.45	15.91
	16.77	17.27	17.79
Richville Shuttle	6.62	6.82	7.02
In-Town Shuttle	3.33	3.43	3.53
Memorandum Delete T/A - 2-24			

Skill Center layover rate shall be the Federal minimum wage.

When the regular driver of the A.M. shuttle is ill, a substitute will be hired for the shuttle in addition to the substitute for the regular A.M. run.

Employees shall receive a Twenty-Five Thousand (\$25,000) Dollar group life insurance policy.

Employees will be allowed to enroll in a group health insurance plan if it is offered to other non-contractual employees. It is understood that the employee will be responsible for all premiums.

REESE
PUBLIC SCHOOL DISTRICT

and

I.U.O.E., LOCAL 547, AFL-CIO
BUS DRIVERS

MEMORANDUM OF UNDERSTANDING

BUS BIDS

Bus bids for regular vacant runs, open because of termination, retirement, sickness or transfer to substitute status, shall be posted for five (5) working days.

Bus bids for non-permanent vacancies of five (5) or more days will be posted for three (3) days.

REESE BOARD OF EDUCATION

INTERNATIONAL UNION OF OPERATING
ENGINEERS

March 7, 1988

REESE
PUBLIC SCHOOL DISTRICT

and

I.U.O.E., LOCAL 547, AFL-CIO
BUS DRIVERS

DRIVING ATTENDANCE BONUS

The Board shall pay the following amount at the end of the school year for employees if they complete their regularly scheduled runs for the full year with a ninety-five (95%) percent or better attendance record, not including approved personal business days.

0 - 10	Years of seniority \$100.00
11 - 20	Years of seniority \$200.00
21 plus	Years of seniority \$225.00