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EAST JACKSON PUBLIC SCHOOLS  
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #547  
BUS DRIVERS

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East Jackson Public Schools.

Local #547 I.U.O.E.  
13020 Puritan Ave.  
Detroit, Mich. 48227

# A G R E E M E N T

between

THE EAST JACKSON PUBLIC SCHOOLS, hereinafter referred to as the "Employer",

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547, 547A, 547B and 547C, AFL-CIO, hereinafter referred to as the "Union".

## ARTICLE I

### PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions, and other conditions of employment.

## ARTICLE II

### UNION RECOGNITION, AGENCY SHOP; CHECK OFF

#### SECTION 1. UNION RECOGNITION

(a) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of Employment.

(b) The term "employee" as used herein shall include all full time and part time Bus Drivers; excluding supervisors, substitute Bus Drivers and all other employees of the Employer.

#### SECTION 2. AGENCY SHOP

(a) All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within Sixty (60) calendar days of the effective date of this provision or within Sixty (60) calendar days of the date of hire by the Employer, whichever is later, become members, or in the alternative, shall, within Sixty (60) calendar days of their hire by the Employer, as a condition of employment, pay to the Union a service charge in an amount equal to the regular monthly dues uniformly required of employees of the Employer who are members.

(b) An employee who shall tender or authorize the deduction of membership dues or service fees uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than Sixty (60) calendar days in arrears of payment of such dues or fees.

(c) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

(d) Either party to the Agreement shall have the right to reopen negotiations pertaining to Agency Shop when the laws applicable thereto have been changed by giving the other party Thirty (30) calendar days written notice.

(e) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fees.

(f) The Employer agrees that upon hiring any new employees who are not members of the Union, the Employer shall send a letter advising the Union of the name and date of hiring of the new employee.

(g) The Union agrees to indemnify and save the Employer harmless against all lawsuits or court actions or to further save the Employer harmless against any matters which are contested in an administrative agency as a result of action taken or not taken by the Employer in complying with this Article.

### SECTION 3. CHECK OFF

(a) The Employer shall deduct the Union dues or service fees from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the Fifteenth (15th) day of each month, following that month which said deductions were made, together with a listing of each employee with the amount that is deducted each month and the employee's Social Security Number. Provided, however, that the Union shall have submitted to the Employer an authorization card signed by the employee from whose pay said deductions are to be made.

(b) Such dues, as and when deducted, shall be kept separate from the Employer's general funds, shall be deemed trust funds, and shall be forwarded to the Union forthwith.

## ARTICLE III

### NON-DISCRIMINATION

The Employer 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 the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age or national origin.

## ARTICLE IV

### MANAGEMENT RIGHTS

(a) The Board, on its own behalf and on 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/or the United States, including, but without limiting the generality of the foregoing; the management and control of school properties, facilities, materials used, and the selection, direction, transfer, promotion, demotion, discipline, or dismissal of all personnel.

(b) The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement.

## ARTICLE V

### VISITATION

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Employer's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for the assisting in the adjusting of grievances, provided that said observation shall not be in areas which would be detrimental to the management and function of the school district, its educational processes, its students and staff, or its supportive programs, including building operation, food service, maintenance, and transportation services.

## ARTICLE VI

### STEWARDS

(a) The employees shall be represented by a Chief Steward who shall be chosen or selected in a manner determined by the employees and the Union.

(b) Reasonable arrangements may be made to allow the Chief Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meeting, after arrangements have been made with his Supervisor.

(c) During his term of office the Chief Steward shall be deemed to head the seniority list for the purposes of lay-off and recall only; provided he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular seniority status.

## ARTICLE VII

### SAFETY PRACTICES

(a) The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work, which are not recognized as a part of the employee's normal job.

(b) The employee will also be expected to inform the Employer of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions, or equipment. The employee will be expected to exercise reasonable safety precautions in the pursuit of his duties and correct hazardous and unsafe conditions occurring within the realm of his responsibility and capability. The Employer, upon notification of an alleged unsafe condition shall investigate such condition and shall be expected to make adjustments in such condition if, in the Employer's investigation, the alleged unsafe condition is found to be a hazard to the employee.

### ARTICLE VIII

#### JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purposes of instructional training, experimentation or in cases of emergency. All buses used to transport athletic teams, buses used for transportation of teams to athletic field for practice sessions, buses used to transport gym or other classes to the bowling alley or other athletic facilities on a regular basis may be driven by athletic coaches or physical education instructors.

### ARTICLE IX

#### CONTRACTUAL WORK

The right to contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members, nor shall the use of contracting result in the reduction of the present work force as is now in effect, nor in the event of the extension of service shall contracting be used to avoid the performance of work covered under this Agreement.

### ARTICLE X

#### SENIORITY

(a) A newly hired employee shall be on a probationary status for Sixty (60) calendar days taken from and including the first day of employment. If at any time prior to the completion of the Sixty (60) calendar day probationary period the employee's work performance is unsatisfactory, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first Sixty (60) calendar days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his probationary period until these additional days have been worked.

(b) After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retro-active to date of hire unless otherwise specified.

(c) Employees shall be laid off, recalled or demoted according to their seniority.

(d) An employee will lose his seniority for the following reasons:

1. He resigns.
2. He is discharged for cause.

(e) Seniority shall continue to accumulate within the bargaining unit for an employee who is transferred to a supervisory position, with that employee having the right to exercise his seniority and return to the bargaining unit in the event that he vacates his supervisory position.

(f) An agreed to seniority list shall be made available to each employee covered by this Agreement on or about October 1st of each year. Such list shall contain date of hire, employees bus run and classification. Seniority in classification shall be as of date of entry into the classification.

## ARTICLE XI

### TRANSFER AND PROMOTIONAL PROCEDURE

(a) Notice of all vacant and newly created bus runs shall be posted on employee bulletin boards within one (1) pay period from the date of vacancy, and the employees shall be given five (5) working days time to make application to fill the vacant or new bus run. The senior employee making application shall be transferred to fill the vacant or new bus run. Newly created or vacant bus runs are to be posted in the following manner: The bus run involved; the starting date; the rate of pay; the hours to be worked.

## ARTICLE XII

### BUS RUNS

(a) When the need is recognized to add a new bus run to those existing, the Employer shall determine the length of the run, the stops to be made, the students to be transported, and compute the pay to be received by the driver.

(b) A Bus Run consists of a single pick-up of children along an established route before school, their delivery to designated buildings, and will include transfers if necessary. The loading at designated buildings and the single delivery of children along an established route after school, including necessary transfers, also constitutes a Bus Run.

(c) The right to alter existing bus runs, change their length, redesignate the stops, and compute the new rate of pay received by the driver, according to the existing formula, is reserved to the employer.

(d) Employees returning at the beginning of the school year shall return to the same run that they held at the conclusion of the prior school year. In the event that there are vacant runs at the beginning of the school year, those drivers interested shall submit a bid for that run. From those drivers submitting a bid for a run at the beginning of the school year, the run shall be awarded to the senior driver applying.

(e) Extra Bus Runs:

(1) At the beginning of each school year, each bus driver shall indicate in writing to his Supervisor if they wish to be placed on either the Active or Inactive Seniority List, in order that the Supervisor will have an available listing of all of the Bus Drivers who desire to make the extra bus runs.

(2) The Bus Drivers shall indicate their desire as to being placed on either the Active or Inactive Seniority List in writing to their Supervisor on application forms to be furnished by the Employer. An employee may also be transferred from either the Active Seniority List to the Inactive Seniority List or from the Inactive Seniority List to the Active Seniority List during the school year by requesting the proper application form from his Supervisor and by the written submission of such form.

(3) When extra bus runs are to be scheduled, the Supervisor shall contact first the employee with the highest seniority on the Active Seniority List. Then as additional extra bus runs become available, the Supervisor shall continue to go down the Active Seniority List in its entirety until each employee has either taken an extra bus run, or had the opportunity to take an extra bus run. When all of the employees on the Active Seniority List have driven an extra bus run, or have been asked and refused to drive an extra bus run, the Supervisor shall then once again go to the most senior driver and again continue to rotate all the extra bus runs according to seniority among all of the drivers on the Active Seniority List.

(4) Bus Drivers who are regularly employed by the Employer in classifications other than Bus Driver will not be considered for extra bus runs during their regular hours of work in those other classifications and, therefore, will not be contacted when such extra bus runs arise.

(f) When it becomes necessary to call a substitute driver to replace a regular driver, the Supervisor reserves the right to call any substitute driver. In the event no substitute driver is available, the bus run shall be given to the most senior regular driver who is available.

ARTICLE XIII

DISCIPLINE DISCHARGE

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employee having the right to defend himself against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. Among the cause

which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, dishonesty, insubordination, wilfull violation of agreed upon Employer's rules, or conduct unbecoming an employee in the public service.

#### ARTICLE XIV

##### LEAVES OF ABSENCE

(a) An employee who, because of illness or accident which is non-compensable under the Workmen's Compensation law, is physically unable to report for work and has exhausted all means of compensation from the Employer, shall be granted a leave of absence for the duration of such disability, provided he promptly notified the Employer of the necessity therefor and provided further that he supplies the Employer with a certificate 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 Employer.

(b) Leaves of absence shall be granted for a reasonable period of time for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children or parents living in the same house.

(c) Leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.

(d) Whenever an employee shall become pregnant, she shall, by the end of her fourth (4th) month furnish the Employer with a certificate from her physician stating the approximate date of delivery and any restrictions on the nature of work that she may be able to do and the length of time she may continue to work. When she is required to interrupt her employment upon the advice of her physician, she shall immediately be granted a leave of absence. Normally an employee shall be expected to return to work three (3) months after delivery unless a doctor's certificate is furnished establishing the fact that she is not able to work. If the leave of absence has been properly applied for in the manner stated herein, there will be no loss of seniority for the period of time covered by the leave of absence.

(e) 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 granting such rights.

(f) Leaves of absence 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 employee make written request for such leave of absence immediately upon receiving their orders to report for such duty.



(g) Any employee in the bargaining unit elected to, full-time office in the Union whose duties require his absence from work, shall be granted a leave of absence for the term of such office and at the end of such term shall be entitled to resume his regular seniority status and all job and recall rights.

(h) A leave of absence without pay, not to exceed thirty (30) calendar days, may be granted, upon written request, to the driver whose other employment may make it impossible for him to continue all or part of his assigned driving duties. Upon expiration of the leave, if the employee has not returned to his previous assignment, he forfeits all seniority rights to that portion of his driving duties from which he had been on leave. If a driver permits a leave to expire which covers his total assignment, he will be considered as having resigned.

(i) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the employee and a copy sent to the Union. Leaves may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the employee and the Employer. An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay and such employee shall accumulate seniority during the leave of absence and he shall be entitled to resume his regular seniority status and all job and recall rights.

## ARTICLE XV

### GRIEVANCE PROCEDURE

#### Definitions:

(a) A grievance shall be an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.

(b) The time elements in the steps may be shortened or extended upon mutual written agreement.

(c) For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding paid holidays.

(d) Any employee grievance or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of alleged conditions giving rise to the grievance shall not hereafter be considered a grievance under this Agreement. The time limitation of this section will be extended to ten (10) days in wage and salary matters.

#### Step One

Any employee having a complaint shall discuss the complaint informally with his Steward and then, if the complaint is not settled through discussion, the employee and the Steward may request a meeting with the Transportation Supervisor to discuss the complaint.

#### Step Two

(a) If the complaint is not settled orally, the Steward may submit a grievance in writing to the Transportation Supervisor stating the facts upon which the grievance is based, the alleged contract violation, and the remedy or correction requested. The employee and the Steward shall sign the grievance.

(b) The Transportation Supervisor shall then give his decision in writing relative to the grievance within five (5) working days of its receipt.

#### Step Three

(a) Any appeal of a decision rendered by the Transportation Supervisor shall be presented to the Superintendent of Schools within five (5) working days of the receipt of the written decision of the Transportation Supervisor.

(b) The appeal shall be in writing and state the reason or reasons why the decision of the Transportation Supervisor was not satisfactory.

(c) The Superintendent of Schools or his designate shall meet with the Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) working days following receipt of the appeal.

(d) The Superintendent of Schools or his designate shall give his decision in writing relative to the grievance within five (5) working days of his meeting with the Business Representative of the Union.

#### Step Four

(a) If the decision of the Superintendent of Schools or his designate is unsatisfactory, an appeal must be presented in writing within five (5) working days of receipt of the decision of the Superintendent of Schools or his designate to the Board of Education.

(b) The written appeal must state the reason or reasons why the decision of the Superintendent of Schools or his designate was unsatisfactory.

(c) The Board of Education shall meet with a Business Representative of the Union at a time mutually agreeable to both parties, but no later than thirty (30) calendar days from the date of the receipt of the appeal.

(d) The Board of Education shall give a decision in writing relative to the grievance within five (5) working days of the Business Representative's meeting with the Board of Education.

#### Step Five

(a) If the Union so requests, the Board or its representatives will meet further with the Union to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including private advisory arbitration.

(b) The procedure herein provided shall not prohibit the Union or the Employer from recourse to normal mediation provided by Michigan State Law.

## ARTICLE XVI

### SICK LEAVE AND FUNERAL LEAVE

#### Section 1. Sick Leave

(a) Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of seven (7) days per year with an accumulation limit of thirty-five (35) days. Employees on sick leave in excess of five (5) consecutive days may be required to submit medical proof of illness in order to receive sick leave pay. Upon being hired, the sick leave entitlement of the new employee will be computed and prorated on a fiscal year basis. The beginning of the fiscal year then becomes the anniversary date for the new employee as with all existing employees.

(b) Sick leave shall be granted to employees when they are incapacitated from the performance of their duties by sickness, injury or for medical, dental or optical examination or treatment. Sick leave limited to one (1) day shall be granted for illness or emergency within the immediate family.

(c) The employee shall receive full pay for seven (7) unused sick leave days, plus the employee shall be paid one (1) additional sick leave day at full pay for each full year of service with the employer upon honorable separation from service after ten (10) years of employment.

(d) Records of sick leave accumulated and taken shall be furnished to the employee on or about September 1st of each year.

#### Section 2. Funeral Leave

All employees covered by this Agreement shall be granted up to three (3) working days off with pay for each death in the employee's immediate family. The immediate family shall be construed to mean one (1) of the following: Spouse, Children, Parents, Brother, Sister, Grandparents, Grandchildren, Mother-in-Law, Father-in-Law, Sister-in-Law, or Brother-in-Law. Additional time may be granted if needed for travel to distant states and deducted from sick leave.

#### Section 3. Workmen's Compensation

In the event that an employee suffers an injury or illness that is compensable under the Michigan Workmen's Compensation Law, the employee will be entitled to use his sick leave in the same manner as if the injury or illness was not compensable under Workmen's Compensation; provided that said employee reimburses the Employer the amount of wage continuation benefits he receives under Workmen's Compensation for any day which he receives sick pay from the Employer. For any day that the employee receives sick pay from the Employer and reimburses the Employer for the Workmen's Compensation received, the employee's sick leave shall be reduced only by the portion of a day equal to the portion of the employee's gross pay actually paid by the Employer.

ARTICLE XVII

PAY COMPUTATION

(a) The employee may at his option receive his bi-weekly pay over a period of twenty (20) pays or may elect to be paid in equal installments over a period of twenty-six (26) total pays.

ARTICLE XVIII

ACT OF GOD

The employees covered by this Agreement shall receive their normal day's pay for any day that is declared to be an Act of God Day by the Employer even though no work is performed by the employee.

ARTICLE XIX

PHYSICAL EXAMINATIONS

Regular health examinations for bus drivers shall be paid for by the Board of Education to a maximum of twenty dollars (\$20.00). The employee may go to the doctor (MD or DO) of his choice. TB x-rays are to be taken at the Jackson County Health Department. Health and TB examinations are to be taken on the employee's own time.

ARTICLE XX

JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such appearance or service, less any compensation received for jury service, up to a period of sixty (60) days. This provision to apply in the event the employee is unable to obtain a waiver.

ARTICLE XXI

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A attached hereto and made a part hereof by reference.

ARTICLE XXII

BINDING EFFECTIVE AGREEMENT

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

## ARTICLE XXIII

### SCOPE, WAIVER AND ALTERATION OF AGREEMENT

#### Section 1

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

#### Section 2

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

#### Section 3

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

## ARTICLE XXIV

### TERMINATION AND MODIFICATION

(a) This Agreement shall continue in full force and effect until August 31, 1975.

(b) If either party desires to terminate this Agreement it shall Ninety (90) calendar days prior to the termination date give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on Ninety (90) calendar days written notice prior to the current year of termination.

(c) If either party desires to modify this Agreement it shall Ninety (90) calendar days prior to the termination date or any subsequent termination date give written notice of amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon 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 to the Union, The International Union of Operating Engineers, Local #547, AFL-CIO, 13020 Puritan Ave., Detroit, Michigan 48227 and if to the Employer

addressed to the East Jackson Public Schools, 212 South Dettman Road, Jackson, Michigan 49203.

(e) The effective date of this Agreement is September 1, 1974.

INWITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED

BOARD OF EDUCATION

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

Donald E. Cox  
President

Robert B. Ross  
Business Manager

Clarence A. Stutts, Jr.  
Vice-President

Richard Gammel  
President

Fred H. Gaulton  
Secretary

JO Jordan  
Secretary

Robert E. Nall  
Treasurer

AUG 12 1974

Date

SCHEDULE A

SALARY SCHEDULE

Effective September 1, 1974:

<u>Classification</u>	<u>Base Rate</u>
Bus Driver	\$3.70 per run

All Bus Drivers shall be paid as follows for the specified bus runs or miles:

1. The bus drivers shall be paid 6¢ per mile for each mile of his bus run.
2. The bus driver shall be paid \$3.00 per hour for all special trips.