

7/30/88

AGREEMENT

between

**THE SPRINGPORT
PUBLIC SCHOOLS**

and

**THE INTERNATIONAL
UNION OF OPERATING
ENGINEERS,
LOCAL 547**

Springport Public Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

BUS DRIVERS - KITCHEN HELP

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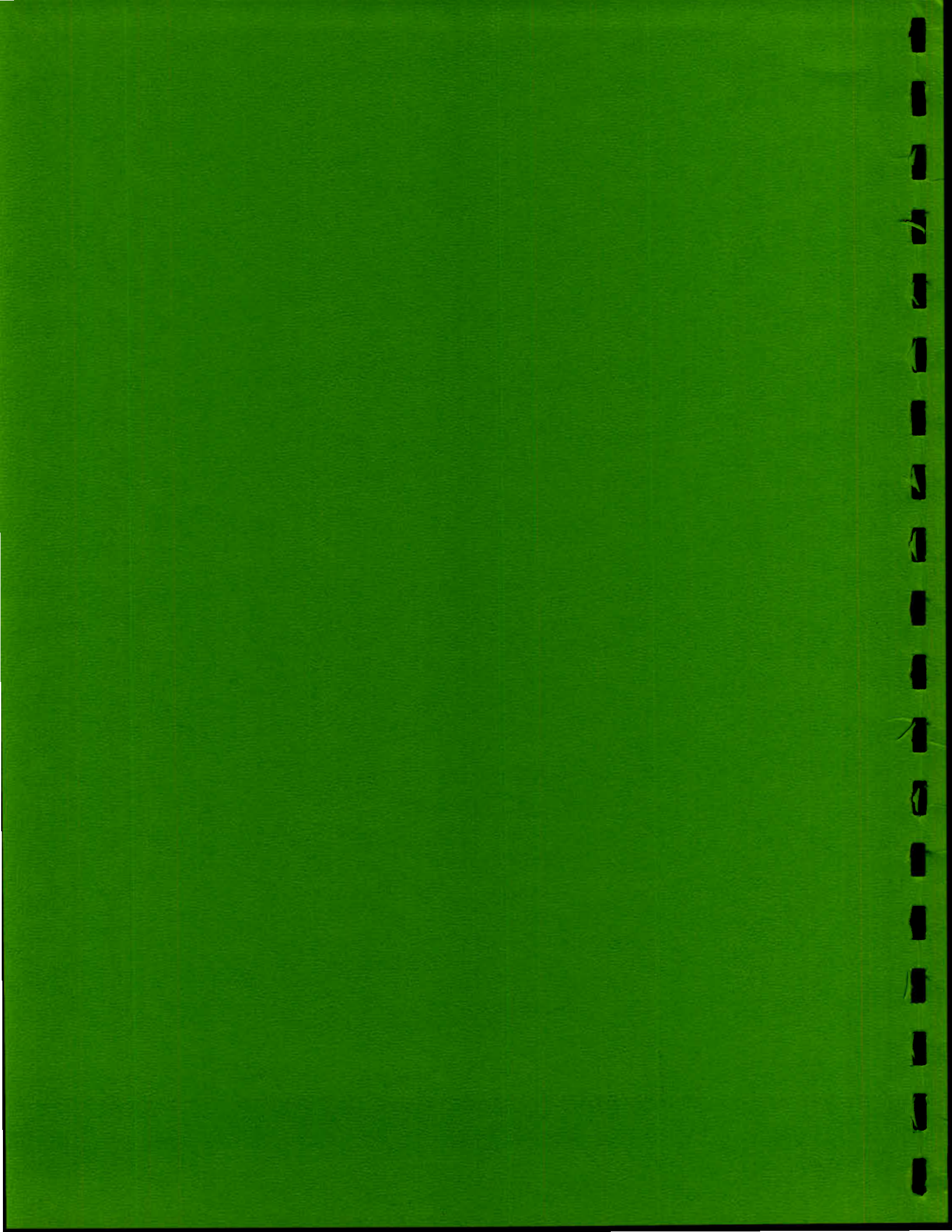
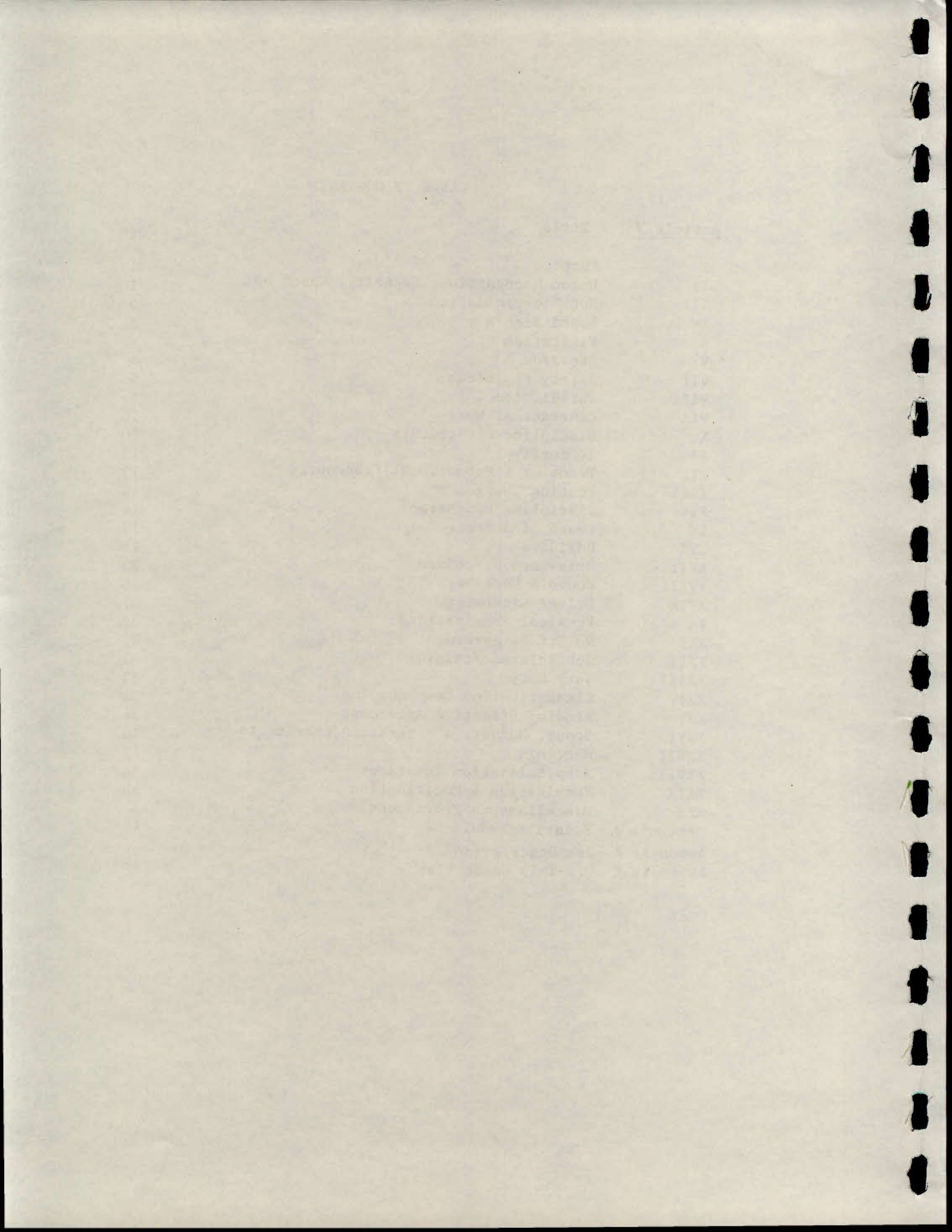


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AGREEMENT

between

THE SPRINGPORT PUBLIC SCHOOLS

hereinafter referred to as the "Board"

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 547

547 A, 547B, AND 547C, AFL-CIO

hereinafter referred to as the "Union"

ARTICLE 1

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Board 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 2

UNION RECOGNITION, UNION SECURITY, CHECK OFF

Section 1. UNION RECOGNITION

(a) The Board 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 bus drivers, all kitchen help including head cook, assistant cook, servers, and dishwashers but excluding substitutes,

on-call employees, supervisors and all other employees of the Board.

(c) All references herein to the male pronoun shall include both male and female employees.

Section 2. UNION SECURITY

(a) Membership in the Union is not compulsory. Employees have the right to join or not join the Union, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.

(b) Membership in the Union is separate and distinct from the assumption by an employee of his equal obligation to compensate the Union for the benefits he receives from representation. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Union. The terms of this Agreement have been equally made for all of the employees in the bargaining unit and not solely for the benefit of the members of the Union. Accordingly, it is agreed that it is fair that each employee in the bargaining unit pay equally for benefits received and assume his/her fair share of the costs of negotiating this Agreement.

(c) The Board agrees that as a condition of continued employment all present and future employees within the bargaining unit pay equally for benefits received and assume their fair share of the cost of negotiating this Agreement and

all such employees shall either become and remain members in good standing or they shall pay to the Union an amount of money equal to the regular monthly dues, but such amount shall not include any special increases or other requirements of the Union for special support from its members.

1. Present employees not members of the Union on the effective date of this Agreement shall, on or before the fifty-first (51st) working day following the effective date of this Agreement or the signing date of this Agreement, whichever is later, shall become members in good standing or tender such fees as are set forth in Section C above. New employees hired after the effective date of this Agreement shall, on the fifty-first (51st) working day of employment, become members of the Union or tender an amount equal to such fees as set forth in Section C above. Substitute driving time shall not count towards the fifty (50) working day period.
2. The Union shall accept such initiation fees and periodic dues and if requested shall accept into the membership each employee who becomes eligible to become a member of the collective bargaining unit, who tenders to the Union the initiation fees and periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.
3. The Union assumes full responsibility for the validity

and legality of such employee's deductions as are made by the Board pursuant to this Article and agrees to indemnify and save the Board harmless by virtue of such collections and payments to the Union.

4. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board as a result of complying with this Article.

5. The Board agrees that, upon hiring any new employee who is covered by this Agreement, the Board shall send a letter advising the Union of the name and date of hire of the new employee.

Section 3. CHECK OFF

(a) The Board shall deduct the initiation fee and Union fee dues 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 during which said deductions were made, together with a listing of each employee with the amount that is deducted each month. Provided, however, that the Union shall have submitted to the Board 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 district's general funds, and shall be deemed trust funds, and shall be forwarded to the Union forthwith.

ARTICLE_3

NON-DISCRIMINATION

The Board and the Union both recognize their responsibilities under federal, state and local laws pertaining to civil rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons on account of race, creed, color, religion, sex, age or national origin, marital status, or any handicap that would not interfere with job performance. Any alleged discrimination may be processed as a grievance through the steps up to and including the Board level but shall not be subject to arbitration. This Article shall not negate the employee's rights as provided in the Civil Rights Act.

ARTICLE_4

RIGHTS_OF_THE_BOARD_OF_EDUCATION

(a) It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, subject to the express provisions of this Agreement, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the school district.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and the scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business or school hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work duties to employees, determine the size of the work force and to lay off employees, but not in conflict with the provisions of this Agreement.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof or changes, therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.

6. Determine the qualifications of employees, including physical conditions.
7. Determine the number and locations or relocations of its facilities, including the establishment or relocation of new schools, buildings, bus routes, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions, or subdivisions, buildings, or other facilities.
8. Determine the placement of operations, productions, service, maintenance, or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization, provided that the Board shall not abridge any rights of employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

(b) The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this

Agreement.

ARTICLE 5

VISITATION

Between the hours of 8:00 A.M. and 5:00 P.M. authorized representatives of the Union may, upon checking in with the supervisor or superintendent, enter the school district buildings for the purpose of transacting official Union business during the school day. It is expressly understood that a Union representative shall not, during the course of his visit, interrupt or interfere in any way with normal operations or cause an employee to absent himself from his work station without proper authorization from the supervisor or superintendent. A Union representative in violation of this clause may be barred from further access to the buildings and any employee in violation may be subject to disciplinary action.

ARTICLE 6

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) Arrangements may be made to allow the chief steward time off with pay for the purposes of investigating grievances and to attend grievance and negotiating meetings if 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 layoff 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_7

SAFETY_PRACTICES

(a) The Board 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, as stipulated and provided for by the law in the State of Michigan.

(b) The employee will be expected to notify the Board in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Board upon notification of an alleged unsafe condition shall investigate such condition and shall be expected to make adjustments in such condition if, in the Board's investigation, the alleged unsafe condition is found to be a hazard to the employee.

ARTICLE_8

JURISDICTION

Employees of the Board not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation or in cases of emergency, or when^a/certified teacher drives a group as a part of an educational program as per past practice, provided there is no discrimination against the employees

covered by this Agreement.

ARTICLE 9

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Board. 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 10

DISCIPLINE OF STUDENTS

Section 1. BUS DRIVERS

It will be the responsibility of the bus driver to maintain discipline on the bus. All student discipline problems will be handled in accordance with the procedures established by the Board. No student is to be suspended from riding a bus by anyone other than the superintendent of schools or his designee unless the safety of the bus and passengers is in jeopardy.

Section 2. KITCHEN HELP

Kitchen employees shall discipline students working in the kitchen for their misbehavior and shall assist in the correction of any misconduct of students in the serving line and in the

immediate proximity of the serving stations.

ARTICLE 11

SENIORITY

SECTION 1

A driver, after having been assigned and who has begun driving as a regular driver, or a kitchen employee after assigned a regular position, shall be on a probationary status for fifty (50) work days taken from and including the first day of employment. If at any time prior to the completion of the fifty (50) work day probationary period the employee's work performance is unsatisfactory, he may be dismissed by the Board during this period without appeal by the Union. Probationary employees who are absent during the first fifty (50) work days of employment shall work additional days equal to the number of days absent and such employee shall not have completed their probationary period until these additional days have been worked.

Section 2

After satisfactory completion of the probationary period, the employee will be placed on the seniority list and seniority and all matters pertaining to benefits shall be retroactive to the date of hire as a regular driver or kitchen employee.

Section 3

Employees shall be laid-off, recalled or demoted according to their seniority in the classification and then within their

department and any employee must be considered qualified by the supervisor to perform the duties of an available position. Any upgraded assignment made pursuant to this section shall be considered probationary for a period of thirty (30) working days and will become permanent if the work is satisfactory.

Section 4

An employee will lose his seniority for the following reasons:

1. He is discharged.
2. He resigns.
3. He does not return to work upon being recalled from lay-off in three (3) consecutive days.

Section 5

An employee promoted to a supervisory position shall have ninety (90) calendar days probation. If the employee is deemed unsatisfactory or if he wishes to vacate his supervisory position, he may return to the bargaining unit with full accumulated seniority at any time, up to the expiration of the ninety (90) calendar days. The coordinator will not be considered as a supervisory position and he will maintain all rights and privileges of a regular driver.

Section 6

An agreed-to seniority list shall be furnished to each employee covered by this Agreement on or about October 1 of each year. Such list shall contain date of hire and date of obtaining seniority, which shall be on the date he obtains

regular employment status and the employee's classification. Seniority in classification shall be as of the date of entry into the classification.

ARTICLE 12

TRANSFER AND PROMOTIONAL PROCEDURES

SECTION 1. BUS DRIVERS

(a) Notice of all permanent vacancies and newly created bus runs shall be posted on employee bulletin boards within fourteen (14) calendar days from the date of the vacancy, and the employees shall be given five (5) working days time from the date of the posting in which to make application to fill the vacant or newly created bus run.

(b) When all of the regular bus drivers have either bid or had the opportunity to bid on a vacancy or newly-created bus run and a vacancy still exists the vacancy shall be filled by the employer or its designated representative on terms they have set up for hiring employees.

Section 2. COOKS

(a) Notice of all permanent vacancies and newly created kitchen positions shall be posted on employee bulletin boards within fourteen (14) calendar days from the date of the vacancy and the employees shall be given five (5) working days time from the date of posting in which to make application to fill the vacant or newly created position.

(b) When all of the regular kitchen employees have either

bid or had the opportunity to bid on a vacant or newly-created position and a vacancy still exists, the vacancy shall be filled by the employer or its designated representative on terms they have set up for hiring employees.

ARTICLE 13

BUS ROUTES

Section 1. REGULAR AND SUBSTITUTE BUS RUNS

(a) Regular scheduled bus runs are morning and afternoon delivery and take home runs, Kindergarten, Special Education, Town runs and Career center runs when these runs exist. Regular scheduled morning and afternoon bus runs should not exceed an average of thirty (30) miles per round trip. The parties will study the kindergarten runs annually to attempt to equalize as much as feasible the time and mileage of these runs.

(b) Substitute bus runs are regularly scheduled bus runs which require a replacement driver.

Section 2. NEW BUS RUNS

(a) When new or additional bus runs are placed into operation during the term of this Agreement, the Board shall place into effect such bus runs and they shall be designated as temporary. The Board shall notify the Union in writing of any such temporary bus run indicating the length and context of such run upon the date such run is instituted.

(b) The new bus run shall be considered as temporary for a period of thirty (30) calendar days following the date of

written notification to the Union. After thirty (30) calendar days, the run shall become a regular run or be terminated.

(c) Trial runs, if authorized, will be paid for at one-half time.

Section 3. DROPPING A BUS ROUTE

(a) If it is deemed impractical by the Board to continue a bus route because of the financial cost and/or a drop in the number of students requiring transportation, it shall be the right of the Board to discontinue the run and to re-assign the remaining passengers to other bus routes. The driver of a discontinued route will be re-assigned in accordance with the following: Depending on the type of run discontinued the driver shall bump the least seniority driver of a regular run or of an extra compensation run.

Section 4. CHANGING A BUS ROUTE

(a) No changes of stops or in direction of routing are to be made by anyone other than the superintendent once the route has been established by the superintendent. A driver may request a change in routing, in writing, to the superintendent, who is to reply to said request within five working days of receipt of such a request. The request is to state the old route, the new route requested, and reasons for the change. When students move out of or into the district, stops will be added or dropped to accommodate these students and the superintendent is to be notified in writing of such change in stops and the

reason for such change.

ARTICLE 14

DISCIPLINE DISCHARGE

(a) Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. The employee has the right to defend himself against any and all charges. Among the causes which shall be deemed sufficient for dismissal, suspension or other disciplinary action at the option of the Board are the following, by way of illustration and not limitation: Being in possession or under the influence of drugs or alcoholic beverages while working; dishonesty; insubordination; unsatisfactory work performance; taking an unauthorized leave of absence; absent for three (3) consecutive working days without notifying the board; violation of board rules; failing to maintain adequate discipline with regard to passengers; repeated tardiness or absenteeism; repeated minor accidents or driving in an improper or unsafe manner while operating a school vehicle.

It shall be the Board's right to suspend a bus driver or a kitchen employee without pay up to three (3) days for any breach of discipline as determined by the Board or designated agent. This provision shall not limit the employee's right to file a grievance if such action is taken.

additional time.

Section 3. EMERGENCY BUSINESS DAYS

Employees shall be granted up to two (2) days per year for emergency business that cannot be conducted outside the employee's normal working hours, one-half of the unused days to be accumulated as sick leave. Employees shall make application in writing to the immediate supervisor and state the reason for the request thereon at least two (2) days in advance of the expected absence unless it is impossible to do so in which event the employee shall give as much advance notice as possible. Emergency business leave for drivers will be deducted on a pro rata basis of the employee's normal number of runs per day.

B. UNPAID LEAVE

(a) An employee who, because of illness or accident which is not compensable under the Worker's Compensation Law, is physically unable to report for work and has exhausted all means of compensation from the Board, shall be granted a leave of absence for a period of time which shall not exceed twelve (12) months. A further leave may be granted at the discretion of the Board provided the employee promptly notifies the Board of the necessity for such extension and provided further that the employee 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 Board.

(b) Leaves of absence may be granted at the option of the

Board for physical or mental illness, or prolonged serious illness in the immediate family which includes husband, wife, children or parents living in the same house.

(c) Leaves of absence shall be granted at the option of the Board 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 third (3rd) month furnish the Board 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. With her physician's approval she may be allowed to work as long as she wishes, but the employer will not be held liable for any complications because of working beyond the seventh month or after a doctor has told her she should cease working. When she is required to interrupt her employment upon the advice of her physician, she shall be granted a leave of absence upon written request. 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. Before returning to work, the employee must be certified by her physician as ready and able to return to her full work assignment.

(e) The reinstatement rights of any employee who enters the military service of the United States by reason of an act of

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.

(f) Leaves of absence will be granted to employees who are active in the National Guard or a branch of the armed forces reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

(g) All reasons for leave of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Board a copy furnished to the employee and a copy sent to the Union.

(h) An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay and he shall accumulate seniority during his leave of absence and he shall be entitled to resume his regular seniority status and all job and recall rights. Leaves of absence 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 Board.

(i) An employee hired specifically to fill a designated position from which an employee is on leave shall not become a part of the bargaining unit.

(j) Failure to report a pregnancy as stipulated, fraudulent application for a leave or improper use of leave will result in immediate dismissal.

ARTICLE 16

HOLIDAYS

(a) The Board shall pay the normal day's pay for the following holidays for each employee covered by this Agreement, even though no work is performed by the employee: Labor Day, Thanksgiving, Christmas Day, New Year's Day, one day during Spring break as scheduled by the Board, and Memorial Day.

(b) If an employee is on sick leave on any of the above-named holidays, that sick leave day shall not be deducted from the employee's individual sick leave bank.

(c) Employees off sick on the day before or the day after the holiday may, at the discretion of the Board, be required to submit medical proof of illness to the Employer to receive holiday pay.

(d) To be eligible for holiday pay, the employee must work the last scheduled work day before and first scheduled work day after the holiday. The last scheduled work day could be a day of leave or a sick day if approved. Holiday pay for head cook and cook shall be based on the average number of hours per day for each position for the first fifteen (15) scheduled meal days of the school year.

ARTICLE_17

GRIEVANCE_PROCEDURE

Definitions:

Section_1

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

Section_2

The time elements in the steps can be shortened or extended upon mutual agreement. Working days shall be those days when the coordinator is available to receive the grievance.

Section_3

A grievance concerning alleged safety hazards may be processed directly to Step Three of the grievance procedure.

Section_4

A grievance shall state:

1. Who is affected.
2. What happened.
3. When it happened.
4. What specific part(s) of the contract is alleged to have been violated.
5. What specific remedy is requested.

Section_5

Any employee grievance or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the condition giving rise to

the grievance, or within five (5) working days of the date it is reasonable to assume that the employee became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, shall not thereafter be considered a grievance under this Agreement.

STEP ONE:

(a) Any employee having a grievance shall discuss the grievance informally with the immediate supervisor, and then if the grievance is not settled orally the employee may request a meeting with the steward to discuss the grievance.

STEP TWO:

(a) Within two (2) working days of the oral discussion with the supervisor, the steward may then submit the grievance in writing to the superintendent stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The employee and the steward shall sign the grievance.

(b) The superintendent of schools or his designate shall meet with a steward and the grievant at a time mutually agreeable to them, but not later than ten (10) calendar days following receipt of the appeal.

(c) The superintendent of schools or his designate shall give his decision in writing relative to the grievance within five (5) working days of the meeting with the steward.

STEP THREE:

(a) If the decision of the superintendent of schools or his designate is unsatisfactory, an appeal must be presented in writing within five (5) calendar 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, the steward and the grievant at a time mutually agreeable to them, but no later than twenty (20) 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) calendar days of the meeting in Step Three (c).

STEP FOUR:

(a) If the Union is not satisfied with the disposition of the grievance by the Board of Education, then within ten (10) calendar days from the date of receipt of the decision rendered by the Board of Education, the Grievance must be submitted to arbitration or the grievance shall be deemed resolved on the basis of the Board of Education's disposition.

(b) The union shall request the American Arbitration Association to submit a list of nine (9) persons. A representative of the Union shall strike a name first and

thereafter each party shall alternately eliminate one (1) name until only one (1) name remains. The remaining person shall thereupon be accepted by both parties as the arbitrator.

(c) The arbitrator, the Union or the Board may call any person as a witness in any arbitration hearing.

(d) Each party shall be responsible for the expenses of the witnesses that they may call.

(e) The arbitrator shall not have jurisdiction to, subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto.

(f) The fees and expenses of the arbitrator shall be borne equally by the parties.

(g) The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the conclusion of the arbitration hearing.

(h) The decision of the arbitrator if within Step Four (e) shall be final and conclusive and binding upon all employees, the Board and the Union.

ARTICLE 18

WORK HOURS AND ASSIGNMENTS

Section 1

(a) The normal regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 A.M. Monday and ending

120 hours thereafter.

(b) The normal regularly scheduled work day for drivers shall be the regularly scheduled bus runs that each driver makes daily.

(c) The normal regularly scheduled work day for kitchen help shall be the regular daily scheduled hours. The Board has the right to adjust the daily scheduled hours up or down to meet the needs of the job, but the employee must be notified ten (10) working days in advance.

Section 2. REPORTING PAY

Any employee called to work or permitted to come to work without having been properly notified by no later than thirty (30) minutes prior to the time he/she is scheduled to begin work, or who has not been notified that there is less than the normally scheduled work, shall receive, in such instances, a minimum payment of one regular run, one hour's pay for extra trips, or a minimum of one hour's pay for kitchen help, whichever is applicable. Proper notification will include, but not be limited to, announcements made on radio stations and shall include a phone call to the residence of the employee.

Section 3. ASSIGNMENT OF REGULAR BUS RUNS

(a) Assignments of regular morning, afternoon, career center, kindergarten, and special education runs will be made on a seniority basis at the beginning of each year. Prior to annual route selection, drivers will be informed of the estimated number of scheduled regular special education and

career center runs. A driver may not be assigned to more than one run in addition to the two regular runs unless no other driver accepts the other run.

(b) After initial assignment of all runs on a seniority basis, in the event of a new run or a vacancy in a regular morning and afternoon run, the employees shall be offered the open run on a seniority basis commencing with the driver with the most seniority.

(c) In the event kindergarten, special education or career center runs become open after the initial assignment at the beginning of the year, those runs will be bid on a seniority basis commencing with the driver with the most seniority. Any driver already having a run in addition to the two regular runs must give up the run in exchange for the open run.

All bidding on the initial opening and any other opening(s) occurring as a result of the bidding process will be handled in one meeting of all interested drivers.

(d) A driver declining to take an open run shall be considered as having forfeited his turn at the rotation. If necessary, a substitute driver can be used on new or vacated runs until they are assigned.

Section 4. DISTRIBUTION OF EXTRA BUS TRIPS

Definition:

Extra bus trips are defined as those bus trips not normally scheduled daily, e.g. field trips, sports activities.

(a) At the beginning of each school calendar year, all bus

drivers shall indicate in writing to the superintendent on forms provided by the employer if they desire to be placed on either the active or inactive seniority list, so that the transportation coordinator will have an available listing of all the bus drivers who desire to make the extra bus trips. An employee may also be transferred from either the active seniority list to the inactive seniority list or from the inactive to the active seniority list at any time during the school year, by requesting such form from the transportation coordinator and by submitting the proper application in writing to the transportation coordinator.

(b) When extra bus trips are to be scheduled, the transportation coordinator shall contact the bus driver with the highest seniority on the active seniority list first. Then, as additional extra bus runs become available, the transportation coordinator shall continue to go down the entire active seniority list until each bus driver has either run an extra bus trip or has had the opportunity to take an extra bus trip. When all of the bus drivers on the active seniority list have either driven an extra bus trip or have been asked, and refused to drive an extra bus trip, the transportation coordinator shall then once again go to the most senior bus driver on the active seniority list and again continue to rotate all the extra bus trips according to seniority among all the bus drivers on the active seniority list. When extra trips are scheduled for and accepted by a bus driver, it shall

be proper for the coordinator or transportation clerk to obtain a substitute driver for any regularly scheduled runs which the driver may miss because of time conflicts.

(c) In the event that all of the bus drivers on the active seniority list refuse the extra bus trip or trips, the employer may require the least seniority bus driver on the active seniority list to take the extra bus trip or trips.

(d) When there would not be enough bus drivers on the active seniority list to meet the needs of the employer, the employer may then require the least senior employee or employees on the inactive seniority list to take the extra bus trip or trips.

Section 5

Each kitchen employee covered by this Agreement shall be entitled to a 15 minute rest period each four (4) hours worked, to be taken at a time when it does not interfere with the hot lunch program.

Section 6. BREAKDOWN TIME

When a bus driver must wait on his/her run because of a breakdown he/she will be paid at the extra trip per hour rate in addition to his/her amount for the regular run.

Section 7. SUBSTITUTION

Substitute assignments on the special education run, kindergarten run, or town run shall be made on a rotational basis of the seniority list each day of the regular driver's absence. However, substitute assignments for the kindergarten

runs when it is known that the regular kindergarten driver will be absent for more than five consecutive work days, will be made to the driver with the highest seniority who has not been assigned a special run for the duration of the absence.

Section 8. SUBSTITUTE ASSIGNMENT: CAREER CENTER RUNS

Substitute assignments on the career center run are to be separate from other runs and shall be rotated by seniority. Should a driver be assigned another run during the time for his/her turn to substitute on the career center run, another driver will be assigned to substitute on his/her regular assigned run.

A chart is to be posted listing the rotation of career center assignments. Substituting on career center runs will not be affected by (7) above.

ARTICLE 19

DRIVER LICENSING

Bus drivers shall obtain a chauffeur's license as issued and approved by the State of Michigan before they shall be allowed to operate a school bus. The cost of this license, including the cost of a Class I endorsement, shall be paid by the Board on presentation of the receipt. If employment is terminated before the full term of the license a pro rata amount will be deducted from the employee's last paycheck.

ARTICLE 20

PHYSICAL EXAMINATIONS

Each bus driver covered by this Agreement shall, when required, be given a physical examination at a time, on a date and by a doctor to be determined by the employer. The Board shall pay the total cost of such examination. If by another doctor, the employee will be reimbursed up to \$7.50 for the examination.

Each kitchen employee covered by this Agreement shall annually be required to be given any immunizations, tests, and exams, as required by law or the Board. Arrangements will be made by the employer for such and payment for same will be made by the employer if by or through the prearranged source.

ARTICLE 21

NO STRIKE AGREEMENT

The Union recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, by public employees are contrary to law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. Accordingly, the Union agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike or impose any sanction against the Board and that any difference of opinion or dispute which may arise will be resolved by the methods provided herein, and will not be allowed to affect in

any way the normal education afforded the children of the Springport School District.

The Board agrees not to lock out the employees.

ARTICLE 22

JOB RELATED TRAINING AND TESTING

(a) Each bus driver covered by this Agreement will have his/her full tuition and charges paid for the state approved bus driver's school, road tests, and any written tests required of him/her. Any driver required by the board to attend a bus drivers class or required to take any test will also receive \$3.75 per hour for all time actually spent in class or while being tested, including travel time as determined by the Board to the site of the class and/or test.

(b) If employees of the cafeteria group are required to attend schooling to upgrade their skills the employer shall pay the cost of such related training.

ARTICLE 23

JURY DUTY

Employees requested to appear for jury qualification or duty shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for said time from other than the Board, for a period of time up to sixty (60) working days, provided the employee is

unable to obtain a waiver to be excused from such service.

ARTICLE 24

CLASSIFICATION AND COMPENSATION

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

ARTICLE 25

BINDING EFFECTIVE AGREEMENT

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

ARTICLE 26

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 Board unless executed in writing between the parties 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 supplements thereto should be held invalid by operation of law or by any tribunal of 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 affected thereby. The parties shall reconsider any invalid or restrained portion of this Agreement through the operation of Article 29.

ARTICLE_27

MEETINGS

Section_1

The employer shall hold a meeting with all the employees covered by this Master Agreement at least once a month, in order that the employees may have the opportunity to discuss problem areas, and further that the Board may have the opportunity to discuss any matters of concern.

When employees of this group are required to attend such meetings, they shall be compensated at their regular rate of pay for such time. Required meetings will be so specified, otherwise they will be considered voluntary.

Section_2

All employees shall be paid the legal minimum wage rate per hour for all time required by administrators to attend meetings (other than as specified in Section 1) with administrators outside regular working hours.

ARTICLE 28

HOSPITALIZATION INSURANCE

The Board will pay the single subscriber premium for 9 months per year (Sept. through May) for health insurance coverage through a carrier selected by the Board for each kitchen help employee working an average of over 6 hours per day and each driver working an average of over 6 hours of regular runs per day excluding extra trips (averaged weekly). The employee shall authorize payroll deduction for the premium balance. It shall be the employee's responsibility to be properly enrolled. A new employee who begins active employment after the tenth day of the month shall have all insurance coverage effective on the first day of the next month. An employee eligible for generally comparable coverage through other employment or a spouse shall not be eligible for this coverage.

There shall be no double coverage.

ARTICLE 29

TERMINATION AND MODIFICATION

- (a) The effective date of this Agreement is July 1, 1985,
- (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 or change this Agreement, it shall ninety (90) calendar 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 the amendment 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 Avenue, Detroit, Michigan 48227 and if to the employer addressed to the Springport Public Schools, 300 W. Main Street, Springport, Michigan 49284.

(e) The Agreement shall continue in full force and effect until July 30, 1988.

ARTICLE 30

MISCELLANEOUS PROVISIONS

Section 1

All cases of accidents, injury or assault involving employees or students growing out of exercise of the employee duties or school activities shall be reported to the superintendent promptly.

Section_2

Complaints by parents or students pertaining to employees shall be called to the attention of the employee when in the judgment of the superintendent or direct supervisor such information will be of help to all individuals concerned.

Section_3

All busses will be assigned by management as deemed appropriate.

Section_4

The employer shall provide \$3,000 term life insurance coverage, premium to be fully paid by the employer, for each employee covered by this Agreement commencing with the calendar month following regular employment or return from unpaid leave of six months or longer.

Section_5

Requests to be absent without pay not to exceed two (2) weeks (or longer in the discretion of the Board) shall be made in writing to the superintendent one (1) week in advance. Approval will be by seniority and is dependent upon qualified substitutes being available.

Section_6

Beginning July 1, 1986 those employees not required to work on 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 break downs or health conditions as defined by the city, county or state health authorities, will not be paid for such days. Such employees shall work on any rescheduled days of

student instruction which are established by the board and will be paid at their regular daily rate of pay. Designated employees required to work on days when school is not in session shall be paid their regular rate of pay for such days. If the law regarding make up of student attendance days is amended, this provision may be subject to renegotiations.

In the event an employee receives unemployment compensation benefits (which as used herein also includes 'underemployment benefits') during the school year (associated with his/her regular work assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that employee works those instructional days at a later time, the employee will have his/her pay adjusted, such that his/her unemployment compensation plus the wages paid to the employee for the year will be equal to the regular annual wages he/she would have earned for the school year had there not been scheduled days of instruction cancelled for such reasons. This provision shall be subject to the following conditions:

(a) the total of unemployment compensation plus wages earned by employment in the district shall not be below that which the employee would have received had there not been any instructional days cancelled for such reasons.

(b) the total of unemployment compensation plus wages earned through employment in the district shall not be less than the employees regular wages from the same or similar period during the preceding school year.

Section 7

For the 1985 school year the Board will provide each bus driver with a flannel lined windbreaker. Thereafter each year the Board shall pay up to \$25 toward the purchase of either a lined windbreaker or coat at the driver's option. The style of the windbreaker and coat, the logo, and the supplier shall be selected by the Board. Each driver shall be responsible for the care and cleaning of the garment.

Each year the Board shall pay up to \$25 toward the purchase of uniform smocks for each kitchen help employee. The style of the smock and the color and supplier shall be selected by the Board. Each employee shall be responsible for the care and cleaning of the garment.

Section 8

Incentive Pay

For each full semester that a bus driver or kitchen helper has perfect attendance (ie. no sick days, emergency business days, or other unpaid absences) he/she shall receive a \$50.00 lump sum payment. If an employee misses only one day of work per semester he/she shall receive \$30.00.

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

SPRINGPORT PUBLIC SCHOOLS
BOARD OF EDUCATION

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

President

Business Manager

Secretary

President

Trustee

Recording-Corresponding Secretary

SCHEDULE_A

BUS_DRIVERS

Effective July 1, 1985

| <u>Classification</u> | <u>Probationary_Rate</u> | <u>Base_Rate*</u> |
|-----------------------|--------------------------|-------------------|
| Regular Bus Driver | \$8.23 trip | \$9.06 trip |
| Kindergarten Bus | \$8.23 trip | \$9.06 trip |

*All other regular runs scheduled will be paid at the base rate for each hour of driving and \$4.65 per hour if waiting time is required. Retirement is to be paid by the employer.

Extra trips shall be paid at the rate of \$9.06 for the first hour and all additional time at the rate of \$4.65 per hour + \$0.06 per mile for each mile driven.

When the career center drivers are assigned to take field trips during their waiting time at the career center, they shall be paid at the driver's regular driving rate for all actual time (for a minimum of two hours and up to a maximum of three hours) instead of at the waiting time rate of \$4.65 per hour.

At the end of the 1985-86 school year only, if there were only 179 or 178 or 177 actual driving days, each regular driver will receive \$0.03 or \$0.06 or \$0.09 more respectively for each regular run actually driven (or extra trip driven in place of a regular run) not to exceed \$0.06 or \$0.012 or \$0.18 per day respectively.

When required to drive an extra trip during at least 30 minutes of a meal period, employees will be paid the following meal allowances provided they have been approved by the bus supervisor in advance of the trip: Breakfast, \$2.00; Lunch, \$3.00; Dinner, \$4.00. For payment of allowances, a signed receipt from the restaurant or caterer must be submitted.

Breakfast meal period is from 6:30 to 8:00 A.M.; Lunch meal period is from 12:00 Noon to 1:30 P.M.; Dinner meal period is from 5:00 to 6:30 P.M. Instead of a meal allowance, drivers will be reimbursed \$2.50 for a sack lunch when requested on the trip sheet.

BUS DRIVERS

EFFECTIVE JULY 1, 1986

| <u>Classification</u> | <u>Prob. Rate</u> | <u>Base Rate</u> |
|-----------------------|-------------------|------------------|
| Regular Bus Driver | \$8.64 trip | \$9.51 trip |
| Waiting Time | \$4.88 a hour | |

BUS DRIVERS

EFFECTIVE JULY 1, 1987

| <u>Classification</u> | <u>Prob. Rate</u> | <u>Base Rate</u> |
|-----------------------|-------------------|------------------|
| Regular Bus Driver | \$9.07 trip | \$9.99 trip |
| Waiting Time | \$5.12 hour | |

KITCHEN HELP

Effective July 1, 1985

| <u>Classification</u> | <u>Probationary Rate*</u> | <u>Base Rate*</u> |
|-----------------------|---------------------------|-------------------|
| Head Cook | \$5.20 hr. | \$5.63 hr. |
| Cook | \$4.98 hr. | \$5.35 hr. |
| Salad Maker | \$4.84 hr. | \$5.21 hr. |
| Servor Aide | \$4.42 hr. | \$4.78 hr. |

At the end of the 1985-86 school year/ only, if there were only 177 or 176 or 175 actual work days, each kitchen employee will receive \$0.02 or \$0.04 or \$0.06 more per hour respectively for each hour actually worked.

School Employees Retirement Pension shall be paid by the employer.

*Substitute work will be paid on the following rates:
 Non-regular employees will be paid the probationary rate;
 regular employees will be paid the base rate for the position in
 which they are substituting. When promoted to a new position on
 a permanent basis, the employee will be paid at the rate of
 fifteen cents (\$.15) per hour less than the base rate for the
 first sixty (60) days on the new position.

For work on special meals put on by the School District
 which are prepared outside regular working hours, kitchen help
 will be paid at a rate mutually determined by the supervisor and
 those employees who will be working provided the total cost to
 the district is competitively priced and would not exceed the
 cost of catering. The district reserves the right to have such
 meals catered.

KITCHEN_HELP

EFFECTIVE JULY 1, 1986

| <u>Classification</u> | <u>Prob. Rate</u> | <u>Base Rate</u> |
|-----------------------|-------------------|------------------|
| Head Cook | \$5.46 | \$5.91 |
| Cook | \$5.23 | \$5.62 |
| Salad Maker | \$5.08 | \$5.47 |
| Servor Aide | \$4.64 | \$5.02 |

KITCHEN_HELP

EFFECTIVE JULY 1, 1987

| <u>Classification</u> | <u>Prob. Rate</u> | <u>Base Rate</u> |
|-----------------------|-------------------|------------------|
| Head Cook | \$5.73 | \$6.21 |
| Cook | \$5.49 | \$5.90 |
| Salad Maker | \$5.33 | \$5.74 |
| Servor Aide | \$4.87 | \$5.27 |

APPENDIX A
JOB DESCRIPTION
BUS DRIVER

Transported Pupils

1. To maintain order and discipline on the part of every pupil passenger.
2. To assign seats as the school principal, superintendent, or supervisor of transportation may direct. If authority is delegated to the driver it is his duty to seat pupils so as to produce least confusion in loading and unloading pupils.
3. To permit a child to leave a bus only at a regular stop except upon written request of parents or direction of the school authority.
4. To supervise the activities of children leaving the bus until they have crossed the highway in safety or are otherwise not subject to hazards.
5. To have children pass in front of bus when leaving bus and crossing highway.
6. To prevent children from hitching on bus when skating, riding bicycles, etc.
7. To observe that all children are in their seats before bus has started.

Traffic Caution

1. To be considerate of other motorists and reduce speed or otherwise afford the opportunity for other vehicles to pass so that a long line of vehicles will not accumulate at the rear of the bus.
2. To stop the school bus or turn it around on the highway only at points where it can be seen at least 500 feet by traffic approaching from either direction.
3. To drive the bus 100 feet back of preceding bus when leaving school grounds.
4. To observe the provisions of the school bus stop law and other provisions of the Michigan Vehicle Code.

Use of Equipment

1. To use the bus, if publicly owned or leased by the school, only to transport children to and from school except on specific instruction from the superintendent of schools or board of education.
2. To refrain from transporting in school bus, whether privately or public-owned, anything which would make bus objectionable for school use.

Accident Reports

To prepare an accident report immediately after every accident involving the bus or school bus passengers.

Schedules

1. To post the route schedule or schedules in the bus, and amend the posted schedule from time to time as directed by the school superintendent or board of education.
2. To observe the posted schedule except when to do so would involve unnecessary hazards.

Operation

1. To operate the signal lights when stopping the bus to load or unload passengers, except within city limits unless local ordinances direct use of signals. This should be observed, regardless of whether or not pupils are to cross the highway when leaving the bus.
2. To make sure that all children are off the bus before filling the gasoline tank.
3. To operate the bus always with the clutch engaged, except when coming to a stop, and to stop the motor and set the brakes before leaving the bus.
4. To place the gear shift in neutral when bus has been brought to a stop to load or unload pupils.

5. To bring the bus to a stop at a safe distance from the track when approaching a railroad crossing, regardless of whether bus contains passengers. The driver shall not proceed across the tracks until he has looked carefully in each direction and has opened the door and listened for the sound of an approaching train and assured himself that it is safe to proceed.
6. To drive always at a safe speed.
7. To avoid unnecessary backing of buses on school grounds, and when necessary to back them to accomplish this with proper signals from a responsible person on the grounds.

Maintenance

1. To cooperate with school officials, mechanics, and other personnel in the mechanical maintenance and repair of the bus.
2. To report any defect affecting safety or economy of operation immediately to the transportation supervisor.
3. To keep bus clean and neat at all times.
4. To help maintain driver's waiting area in a neat and orderly fashion. The table is to be kept clean, orderly, and free of all materials other than that used by waiting drivers. The floor is to be kept clean of all litter and dirt.

Records, Repairs, and Accounting

1. To prepare reports and keep all records required and assist school officials in mapping bus routes and planning schedules.
2. To report complaints requiring attention of school authorities.
3. To report any accident in which the bus or pupil passengers are involved, such reports to be made on special forms which shall at all times be carried in the bus.

4. To report any hazards arising which offer an actual or potential threat to the safety of children in his area. This includes the reporting of questionable stops and routes as to safety.
5. To report cause for failure to maintain the school bus time schedule.

APPENDIX B
PRE-TRIP CHECK LIST

DRIVERS

I. DRIVER'S COMPARTMENT

1. Start engine.
2. All mirrors properly adjusted.
3. Windshield wiper & washer operation.
4. Steering wheel play.
5. Horn.
6. Defrosters & heaters.
7. Service brake - (pedal travel, etc.)
8. Emergency or parking brake (will it hold vehicle?)
9. Clutch pedal (free travel, etc.)
10. Instrument panel:
 - a. Electrical gauges or indicators.
 - b. Oil pressure gauge or indicator.
 - c. Fuel gauge.
 - d. Vacum gauges, air gauges & buzzers.
11. Accident report forms, license cards, etc.

II. OTHER INTERIOR CHECKS

1. Housekeeping (cleanliness, vandalism.)
2. Safety equipment;
 - a. Fire extinguisher - Pressure gauge, broken seal.
 - b. First aid kit - broken seal, contents.
 - c. Axe - properly secured.
 - d. Flags, reflectors, etc.
 - e. Tire chains (in season.)
3. Emergency windows & buzzers.
4. Emergency door operation & buzzer.
5. Tool kit contents & jack (if inside.)
6. Seats - damage fabric or broken frames.

III. EXTERIOR CHECKS

1. All lights on, including left turn signal.
 - a. All wheels:
 1. correct pressure.
 2. objects between duals.
 3. tread wear & casing damage.
 4. tight lug bolts, cracked wheels.
 - b. Marker lights - clean & working.
 - c. Flashing stop lights - clean and working.
 - d. Brake lights - clean & working.
 - e. Turn signals - clean & working.
 - f. Head lights - clean & working.
 - g. Emergency door operation.
 - h. Physical damage - body dents, broken windows.
 - i. Clean windows of dirt, ice or snow.
 - j. Exhaust leaks, dripping oil, brake hose condition.
 - k. Spare tire, tool kit, jack (if outside).
 - l. Change headlight beam and recheck.
 - m. Check right turn signal & parking lights.

Report immediately any needed repairs or adjustments to the bus mechanic, bus supervisor, or superintendent.

