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6/30/99

AGREEMENT

between the

BAD AXE PUBLIC SCHOOLS

and the

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 547 - A, B, C, E, H - AFL-CIO

Bad Axe Public Schools



July 1, 1995 - June 30, 1999

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AGREEMENT

between

BAD AXE PUBLIC SCHOOLS
(hereinafter referred to as the "Employer")

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, H - AFL-CIO
(hereinafter referred to as the "Union")

July 1, 1995 through June 30, 1999

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ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Bad Axe Public Schools 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

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, sex, creed, color, religion or national origin.

ARTICLE III

UNION RECOGNITION, UNION SECURITY, CHECK-OFF

1. UNION RECOGNITION

A. The Bad Axe Public Schools hereby recognize 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.

B. The term "employee" as used herein shall include all building custodians, custodians, bus drivers, cooks, assistant cooks and cafeteria helper employees of the Bad Axe Public Schools.

2. UNION SECURITY

A. The Employer agrees that as a condition of continued employment, all present employees who are not members of the Union and all future employees within the Bargaining Unit shall either become members in good standing in the Union or shall pay to the Union an amount equal to that paid by the employees who are members of the Union limited, however, solely to the amount of money equal to the Union's regular dues, but shall not include any special increases or other requirements of the Union for special support from its members in excess of regular dues.

B. Present employees not members of the Union on the effective date of this Agreement shall, on or before the ninety-first (91st) day following the effective date of this Agreement or the signing date of the Agreement, whichever is later, either become a member in good standing in the Union, or tender fees as is set forth in Section A of this Article. New employees hired after the effective date of this Agreement shall, on the ninety-first (91st) day of employment, become a member of the Union or tender an amount equal to dues as set forth in Section A of this Article.

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 shall have the right to reopen negotiations of the Agreement pertaining to Union Security when the laws applicable thereto have been changed by giving the other party thirty (30) days written notice.

E. In the event the Union refuses to accept any person so hired as a member, said person may continue in employment.

F. The Union Agrees to save and hold harmless the Board of Education for any damages arising from the enforcement of the above provisions.

G. The Union shall supply the Board of Education a copy of the employee's signed membership card and dues record when requesting enforcement of this Article.

3. CHECK-OFF

The Employer shall deduct from the wages of employees covered by this Agreement and remit to the Union, on or before the fifteenth (15th) day of each month, dues or initiation fees uniformly required as a condition of membership in the Union. The right to refund to the employees any monies deducted from their salaries under such authorization shall lie solely with the Union. The Union agrees to reimburse any employee the amount of any dues deducted by the Board and paid to the Union, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deductions.

ARTICLE IV

NEW JOBS

The Employer shall have the right to establish, evaluate and change obsolete jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of a job or elimination of a position in which no substantial change in the job or the qualifications itself has occurred. Whenever new buildings or a job is made operational, the Employer shall establish the job description.

The Employer will notify the Union of such new or changed classification and will, within thirty (30) days after such new or changed classification is established, meet with the Union to negotiate the rate.

ARTICLE V

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, provided that the maintenance supervisor, assistant maintenance supervisor, and the transportation supervisor (mechanic) may perform such duties which they have normally performed and which have been set forth in job descriptions furnished by the Employer to the Union.

ARTICLE VI

CONTRACTUAL WORK

The right of contracting or sub-contracting is vested in the Employer. The right to contract or sub-contract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members, nor shall it result in the reduction of the present work force as outlined in Schedule A, nor in the event of extension of service shall it be used to avoid the performance of work covered under this Agreement.

ARTICLE VII

DISCIPLINE DISCHARGE

A. Dismissal, suspension and/or any other disciplinary action shall be only for just causes with the employees having the right to defend themselves against any and all charges.

B. When the Board feels disciplinary action is warranted, such action must be initiated within ten (10) working days from the date of the occurrence of the condition giving rise to the action or within ten (10) working days of the date it is reasonable to assume that the Board became fully aware of the conditions giving rise to the discipline.

C. The Board agrees to submit written notification of any discipline or discharge to a permanent employee upon request within three (3) working days from the date of such disciplinary action. 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.

D. Reasonable 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. Conviction of any criminal act;
3. Conduct unbecoming any employee in the public service;
4. Disorderly or immoral conduct;
5. Failure to make proper provisions for liquidation of just debts;
6. Incompetency or inefficiency;
7. Insubordination;
8. 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;

9. Neglect of duty;
10. Negligence or willful damage to public property, waste or misappropriation of public supplies or equipment;
11. Violation of any lawful regulation or order made by the Board or its designated representative;
12. Willful violation of any provisions of this Agreement;
13. Deliberate falsification of records and reports.

E. All dismissals and suspensions shall be without pay unless changed through Grievance Procedure and no suspension shall be effective for a period of more than ten (10) days without approval of the Board or its designated representative.

ARTICLE VIII

VISITATION

After presentation of proper credentials to the Superintendent of Schools, officers or accredited representatives of the Union shall be admitted (upon request by the Union) into the buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for 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 and its students.

ARTICLE IX

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a claim that the terms of this Agreement have been violated.

2. Days referred to in the procedure are defined as days that the employee is on duty - Monday through Friday.

B. PROCEDURE

STEP ONE

- a) An employee having a grievance shall present it orally to his supervisor.
- b) If grievance is not settled orally in three (3) days, the employee, within twenty-four (24) hours, shall indicate his dissatisfaction to the supervisor and call the Steward.

STEP TWO

- a) The Steward shall reduce the grievance to writing and indicate the alleged Contract violation and remedy desired.
- b) The aggrieved employee shall sign the grievance.
- c) The grievance shall be submitted to the supervisor within five (5) days from the date of Step One (1)(a).

STEP THREE

- a) The Steward shall meet with the supervisor to discuss the grievance within five (5) days of its written submission to the supervisor.
- b) The supervisor shall, within five (5) days, give his decision in writing and it shall be considered settlement of the grievance unless appealed to next Step.

STEP FOUR

- a) Any appeal of a decision rendered by the supervisor shall be presented to the Superintendent of Schools within ten (10) days and the Superintendent or his designated representative 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 supervisor was not satisfactory.
- b) The Superintendent shall, within ten (10) days, give his decision in writing and it shall be considered settlement of the grievance unless appealed to next Step.

STEP FIVE

- a) Any appeal of a decision rendered by the Superintendent shall be presented to the Board of Education within ten (10) 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.
- b) The Board shall, within ten (10) days, give their decision in writing and it shall be considered settlement of the grievance unless appealed to the next Step.

STEP SIX

- a) If the Union is not satisfied with the disposition of the grievance at Step Five (5), it may within ten (10) working days after the decision of the Board of Education or its agent refer the matter for arbitration to the Michigan Employment Relations Commission, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association.
- b) Neither party may raise a new defense, ground or evidence at Step Six (6), not previously raised or disclosed at other written levels.
- c) The decision of the arbitrator shall be final and conclusive and binding upon employees, the Employer and the Union. Subject to the right of the Employer or the Union to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
- d) Powers of the arbitrator are subject to the following limitations:
 - 1) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - 2) He shall not have the power to interpret State or Federal law.

- 3) He shall not hear any grievance previously barred from the scope of the Grievance Procedure.
- e) The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
 - f) The arbitrator, the Union, or the Employer may call any relative person as a witness in any arbitration hearing.
 - g) Each party shall be responsible for the expense of the witnesses that they may call.
 - h) The fees and expenses of the arbitrator shall be borne solely by the party whom the decision of the arbitrator is rendered against. In the event that the arbitrator grants an award which is not clearly in favor of one (1) party, then the fees, expenses and filing fees of the arbitrator shall be shared equally by the parties.
 - i) Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolved.
 - j) The results of the arbitrator's decision shall be implemented within fifteen (15) working days from the date of the arbitrator's decision.

* Supervisor for custodians shall be the Maintenance Supervisor.

Supervisor for bus drivers shall be the Director of Business and Personnel.

Supervisor for cooks shall be the Director of Business and Personnel.

ARTICLE X

LENGTH OF SERVICE

A. Employees shall be regarded as probationary employees for the first ninety (90) calendar days of active employment. Laid off or discharged probationary employees shall not have recourse to the terms of this Agreement.

B. Probationary employees completing their probationary period and employees transferring into the bargaining unit shall acquire length of service from the date of completion of transfer or probation. Length of service shall be granted to date of hire after completion of probationary period.

C. Employees shall be laid off, recalled or demoted according to their length of service in their classification. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee in a lower classification within the same department, working the same number of hours, provided the senior employee is qualified to perform the work. Departments shall be designated as:

- *1. Buildings and Grounds
- *2. Transportation
- 3. Food Service
- *4. Custodian Relief Drivers

* Custodian Relief Drivers shall be assigned to the Buildings and Grounds Department and shall have seniority in that department. Only in the case of his/her involuntary lay-off will he/she have bumping rights into the Transportation Department. Said seniority will start with his/her first (1st) bus driving assignment. An employee requesting and given said assignment as a CRD shall be subject to a ninety (90) day probationary period in this assignment. An employee assigned as a CRD shall give the Employer a minimum of sixty (60) days notice if he/she wishes to return to a full-time custodial position.

D. An employee will lose his length of service for the following reasons:

- 1. He resigns.
- 2. If the employee is discharged and the discharge is not modified as the final resolution of a grievance.
- 3. If the employee quits.
- 4. If the employee is laid off for a continuous period equal to the service he had acquired at the time of such lay-off period.
- 5. If the employee retires.

E. Any employee in the bargaining unit elected or appointed to full-time office in the Union whose duties require his absence from his work shall be granted a leave of absence without pay for the term of such office and shall accumulate length of service during his term of office and at the end of such term of office shall be entitled to resume his regular length of service status and all job and recall rights.

F. Length of service shall continue to accumulate for an employee who is transferred to a supervisory position.

G. On or about October 15th of each year, an agreed length of service list including date of hire and classification shall be made available to each employee covered by this Agreement. Length of service in classification shall be as of date of entry into the classification.

H. Laid-off or discharged probationary employees shall not have recourse to the terms of this Agreement.

I. Employees shall submit a seven (7) calendar day notice of their intent to terminate services with the Board, or they shall forfeit any fringe benefits due them.

ARTICLE XI

WORK WEEK AND HOURS

A. The regularly scheduled work week for all full-time employees shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending one hundred sixty-eight (168) hours thereafter.

B. The normal work day shall be nine (9) consecutive hours, which shall include one (1) hour of unpaid free time.

C. Overtime rates will be paid as follows:

1. Time and one-half (1-1/2) will be paid for all time worked in excess of forty (40) hours in a work week.

a. Hours for which holiday pay, vacation pay or sick leave pay is received shall count toward the total of forty (40) hours.

2. Whenever an employee is required to return to work after the completion of his regularly scheduled working hours, he shall receive pay for the actual time worked at time and one-half (1-1/2) his regular rate or a minimum of two (2) hours pay at his straight time hourly rate, whichever is the greater. Per past practice, this standard does not apply to Kindergarten runs.

D. Overtime shall be divided and rotated as equally as possible within the building and among those employees who regularly perform such work provided they are qualified to perform such work.

ARTICLE XII

HOLIDAYS

A. The Employer will pay a regular day's pay for the following holidays during the employee's work year even though no work is performed by the employees:

New Year's Day	Thanksgiving
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
July 4th	Christmas Day
Labor Day	New Year's Eve

One (1) additional paid holiday during spring break with date to be decided by the Board.

B. Employees required to work on any of the above named holidays shall receive double time (2X) for hours worked in addition to the regular holiday pay.

C. If an employee is on vacation on any of the above named holidays, he shall be entitled to an additional day off with pay for the holiday or shall receive a regular day's pay for the holiday.

D. When a holiday falls on Saturday or Sunday, the Board shall have the right to observe the holiday on another day which is mutually agreeable to the Board and the Union, or pay the employee for the holiday.

E. In order to be eligible for holiday pay, the employee must have worked the last scheduled work day prior to the holiday and the next scheduled work day after such holiday. Employees off sick on the holiday or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.

F. Employees eligible under the provisions shall receive the following pay for such holidays:

Food Service Employees - Regular daily rate.

Buildings and Grounds Employees - Eight (8) hours straight time.

Transportation Employees - Regular daily rate.

ARTICLE XIII

VACATIONS

A. During the first (1st) work year of employment, (July 1st through June 30th) twelve (12) month employees shall receive one-half (1/2) day vacation leave for each full month worked, except that the maximum vacation leave during the first (1st) work year shall be five (5) days. During the second (2nd) work year of employment, twelve (12) month employees shall receive the number of days received during the first (1st) work year plus five (5) additional days of leave. ~~At the end of the third (3rd) work year and each year thereafter,~~ twelve (12) month employees shall receive ten (10) days of vacation leave. Twelve (12) month employees who have completed their ninth (9th) work year shall receive fifteen (15) days of vacation leave. Twelve (12) month employees who have completed their eleventh (11th) work year shall receive twenty (20) vacation days. Twelve (12) month employees who work more than an average of at least four (4) hours a day, but less than eight (8) hours per day shall receive a pro-rated benefit.

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B. To be eligible for a vacation, an employee must have worked or been paid for eighty percent (80%) of his regularly scheduled working hours.

C. Twelve (12) month employees terminating employment shall receive pro-rata vacation allowance based upon one-twelfth (1/12) the vacation pay for each month or major fraction thereof between July 1st and his termination date, providing that he notifies the Board of Education seven (7) calendar days prior to terminating his/her employment.

D. Application for vacation leave must be filed with the Superintendent of Schools in advance.

E. Vacation must be taken between June 15th and August 15th of each year except as noted in G and H below.

F. Vacation leave covered under this Agreement shall be available to employees during the summers of 1995 through 1999 and shall be for service performed between July 1, 1994 and June 30, 1999.

G. Custodians may apply for vacation leave during the student Christmas Break and Spring Break. The vacation leave will be authorized under the following conditions:

1. Employee must have ten (10) years of service with the district.
2. The request for vacation leave must be submitted sixty (60) days prior to the start of the vacation.

3. This vacation leave will be deducted from accumulated vacation leave.
4. If there is more than one (1) applicant for any time period, the employee with the most seniority shall have priority.
5. Any custodian who is granted leave for one of these special time periods will not be eligible for another leave during a special time period for two (2) years.

H. If the Bad Axe Public Schools are closed due to inclement weather, a utility or equipment failure, or other acts of God, and the Employer determines that a twelve (12) month employee is not to report to work, the employee may use vacation leave for said day(s). If the Bad Axe Public Schools are closed for reasons specified above, a twelve (12) month employee may call in that he cannot or prefers not to report to work and he may use vacation leave for this absence.

ARTICLE XIV

SICK AND FUNERAL 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 one (1) day per month cumulative to one-hundred (100) days. It is understood that part-time employees shall be entitled to a pro-rata portion of all benefits provided under this paragraph.

B. Sick leave can be used for doctor and dentist appointments only if the leave is applied for two (2) working days in advance. Application shall be submitted to the Superintendent of Schools. Sick leave will be granted for personal illness or injury. One (1) to three (3) days per year of sick leave may be used in case of serious illness in the immediate family of the employee. Immediate family has been interpreted to include father, mother, grandparents, grandchildren, sister, brother, husband, wife, child, parent-in-law, or any other member of the family or household who clearly stood in the same relationship with the employee as any of the above. Except in emergency situations, sick leave for illness of the immediate family will be limited to one (1) day per illness. Extension of the leave beyond one (1) day may be granted at the discretion of the Superintendent of Schools. Leave beyond the three (3) days may be granted by the Board of Education at their discretion.

C. Employees will be granted up to three (3) days leave for a death in the immediate family. The immediate family is interpreted as noted in Section B. One (1) day leave will be granted for aunts, uncles, sisters-in-law, brothers-in-law, nieces, nephews, or for such others as may be approved by the Superintendent of Schools.

D. Employees will be granted two (2) personal business days per year. Personal business leave will be deducted from sick leave. Application for this leave must be in writing on the form provided and submitted to the Superintendent or his designee seven (7) days in advance of the leave, except in case of emergency. No more than two (2) persons may be granted personal leave on the same day, except at the discretion of the Superintendent of Schools.

E. Records of sick leave accumulated and taken shall be available to the employee or the Union by request. The number of sick leave days accumulated by each employee covered by this Agreement shall be posted at the start of each school year (approximately September 1st). The days listed on the posting shall be number of days accumulated as of the end of the previous school year (June 30th).

F. All unused sick leave days in excess of ninety (90) days shall be paid to employees at the end of June according to the following schedule:

Buildings and Grounds Employees - Twenty dollars (\$20.00) per day.

Food Service Employees - Twenty dollars (\$20.00) per day.

Transportation Employees - Five dollars (\$5.00) per run.

The provision is pro-rated on eight (8) hour days.

G. The Board may at any time, at its expense, require an employee to submit to an examination by an independent physician.

H. Sick leave days earned prior to any approved leave of absence or lay-off shall be held in reserve pending the return of the employee from sick leave or lay-off.

I. Employees who leave employment of the school district except on an approved leave of absence or lay-off shall forfeit all of their unused sick leave days and such days shall not be restored if the employee should later be re-employed by the school district.

ARTICLE XV

UNPAID LEAVES OF ABSENCE

A. The reinstatement rights of any employee who enters the military service shall be determined in accordance with the provision of Federal, State or local law granting such rights.

B. An employee with one (1) year seniority or more who, because of serious illness or accident which is non-compensable under Worker's Compensation Law, is physically unable to report for work and has exhausted his/her sick leave days shall be granted a leave of absence for up to twelve (12) months provided, however, that employee notifies the Employer of his/her condition prior to the exhaustion of sick leave days and provides a statement from a medical or osteopathic doctor verifying the necessity of the leave prior to the exhaustion of sick leave, and provided that the employee provides a bi-monthly statement during the absence from the doctor verifying the continued need for the leave, and provided that the employee provides a written statement from the doctor fifteen (15) working days prior to the expiration of the leave that the employee is able and capable of resuming his/her normal job duties and hours. A shorter notice may be acceptable at discretion of Superintendent.

C. Unpaid leaves of absence may be granted at the discretion of the Superintendent of Schools for a period of time not to exceed ninety (90) days for serious illness in the employee's immediate household.

D. Unpaid leaves of absence may be granted at the discretion of the Superintendent of Schools for a period of time not to exceed twelve (12) months for training related to an employee's regular duties in an approved educational institution.

E. Leaves of absence will be granted to employees for up to two (2) weeks who are active in the National Guard or a branch of the Armed Forces Reserves, if the employee in no way contributed to the two (2) week activation; provided further that such employee makes a written request in no less than thirty (30) days of the time requested.

F. All leaves requested will be in writing stating the reason for such leave and the length of the leave requested. During any unpaid leave the Employer shall not be obligated for any fringe benefit payments or accrual of benefits. The employee shall accumulate seniority during the unpaid leave, and shall be entitled to resume his/her regular seniority status at the expiration of the leave. Any employee who violates the terms of any leave shall forfeit all recall and seniority rights.

ARTICLE XVI

RIGHTS OF THE BOARD OF EDUCATION

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 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 during the school day;

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.

3. To determine work load, hours of employment, and the duties and responsibilities and assignments of employees covered under the Agreement. 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 hereof and are not in conflict with the Constitution and laws of the United States.

B. The Board of Education has the right to change its policies, including those policies which affect salaries, fringe benefits, and other terms and conditions of employment, if such changes do not conflict with the express terms of this Agreement.

ARTICLE XVII

TRANSFER AND PROMOTION

Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within five (5) working days after the Board decides to fill the vacancy, and the employee shall be given five (5) working days in which to make application to fill the vacancy or new position.

The senior employee making application shall be considered for the transfer. The District will evaluate his/her qualifications for the posted position in accordance with the specified job requirements.

If the senior employee is transferred to the vacant position, and after ninety (90) days following the transfer the Board or its designee determines that the job performance of said employee is not satisfactory, he/she will be transferred back to his/her original position.

ARTICLE XVIII

BUS TRIP ROTATION

A. At the beginning of each school calendar year, each bus driver shall indicate in writing to the Transportation Supervisor, on forms provided by the Employer, if they desire to be placed on either the active or inactive list, so that the Transportation Supervisor will have available a listing of all the bus drivers who desire to take field trips. An employee may also be transferred from either the active list to the inactive list or from the inactive to the active list at any time during the school year by requesting a form from the Board of Education Office and by submitting the proper application in writing to the Transportation Supervisor ten (10) days prior to the transfer becoming effective.

B. When field trips are to be scheduled, the Transportation Supervisor shall contact the most senior bus driver on the active list first (1st). Then as additional field trips become available, the Transportation Supervisor shall continue to go down the entire active list until each bus driver has either taken a field trip or has had the opportunity to take a field trip. When all of the bus drivers on the active list have either driven on a field trip or have been asked and refused to drive a field trip, the Transportation Supervisor shall then once again go to the most senior bus driver on the active list and again continue to rotate all the field trip runs according to the length of service among all of the drivers on the active list. A bus driver who would have over forty (40) hours work during the week, if he were assigned to a field trip, shall be excluded from the first (1st) rotation unless all drivers would have more than forty (40) hours of work for the week.

C. In the event that all of the bus drivers on the active list refuse the field trip or trips, the Employer may require the least senior bus driver on the active list to make the field trip or trips; the next mandatory assignment will be given to the second (2nd) least senior employee and on up the list.

D. When there would not be enough drivers on the active list to meet the needs of the Employer, the Employer then may require the least senior employee or employees on the inactive list which includes both seniority and probationary employees to take the field trip or trips.

E. All extra trips will be posted, except for extra trips within the school district during the regular school day. Extra trips within the school district during the regular school day shall be assigned by the Transportation Supervisor.

F. Employees are not permitted to drive on field trips until they have completed ninety (90) working days of regular employment.

G. Bus driver meetings will be held at the discretion of the Superintendent. All bus drivers are required to attend these meetings and shall be paid five dollars (\$5.00) per hour. Employees shall be given a five (5) working day notice of the meeting. If a shorter notice is given, attendance shall be voluntary.

ARTICLE XIX

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 in Article XXV.

ARTICLE XX

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXI

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

A. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

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

C. If any provision of this Agreement or any application of the 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 provisions or applications shall continue in full force and effect, 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.

D. Copies of this Agreement shall be printed at the expense of the Board and presented to all employees now employed, hereafter employed or considered for employment by the Board.

ARTICLE XXII

DURATION OF AGREEMENT

A. The effective date of this Agreement is July 1, 1995. This Agreement shall continue in full force and effect until June 30, 1999.

B. If either party desires to terminate this Agreement, it shall give written notice of termination ninety (90) days prior to the termination date. If neither party shall give notice of termination, the 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 anniversary date 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 anniversary date of termination, give written notice of amendment in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated on or after the termination date by either party on ten (10) 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, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if to the Employer, addressed to the Superintendent, Bad Axe Board of Education, Bad Axe Schools, Bad Axe, Michigan 48413, or to any other such address the Union or Employer may make available to each other.

ARTICLE XXIII

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, slowdowns or stoppage of work, boycott, picketing or other interruptions of activities in the school systems. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

ARTICLE XXIV

VACANCIES, NEW RUNS

A. The Transportation Supervisor shall schedule a meeting with all employees covered by this Agreement within the two (2) weeks prior to the start of the school year. All employees shall be notified of all the bus runs. The Employer shall determine the number of employees and shall assign to the least senior drivers any runs not bid on.

Employees who do not attend the meeting may submit their written bid for vacancies to the Transportation Supervisor prior to the meeting.

B. Once the annual bidding of runs has been completed, the combination of runs shall remain with the driver unless:

1. The driver terminates employment during the school year.

2. The Employer may assign and/or transfer drivers during the school year by mutual agreement between the Union and the Employer.

C. In the event that vacancies occur, or a new run is established during the year, such vacancy or new run shall be posted on the employee's bulletin board within five (5) working days from the date of the vacancy or within five (5) working days from the date of the establishment of the new run. All vacancies or new runs that are posted shall include the following:

1. Type of run;
2. Starting date;
3. Starting time (starting time is subject to change by the Board);
4. Description of run.

The employees shall be given three (3) working days time in which to bid on the vacancy or new run. The senior employee who bids on the vacancy or new run shall be assigned to the vacancy or new run on the fifth (5th) working day after completion of the posting period. The original posting and one (1) subsequent posting (if necessary) shall be made. Temporary assignments may be made to fill any vacancy or new run while the process of filling the vacancy or new run is occurring. The Employer shall determine the number of drivers and shall assign to the least senior driver any run not bid on.

D. Any remaining vacancies which have not been filled by the regular drivers according to Sections A and C of this Article shall be filled by the Employer.

E. In the event of a temporary vacancy, due to the absence of a regular driver, who is on an approved leave of absence for at least ten (10) working days, such vacancy shall be filled from among the regular drivers who have submitted to the Transportation Supervisor their name and availability to substitute on posted temporary vacancy shall it be offered. Substitute drivers for Kindergarten runs will be chosen by first (1st) offering said runs to regular drivers prior to offering it to substitute drivers and to custodian relief drivers. In cases where notice of absence is given to the Board Office less than two (2) hours prior to the run, the Board shall have the right to employ whoever is available. In the event that no regular driver elects to fill the temporary vacancy, the vacancy shall be filled by the Employer.

F. Temporary vacancies are deemed temporary as long as the regular employee is on an approved leave of absence. When and if it is determined that the regular driver will not be returning to their regular assignment, that vacancy will be filled as specified in Sections A and C of this Article.

G. The attached Letter of Understanding relative to this Article shall be considered a binding part of this Agreement. The Letter of Understanding shall be in effect for all current drivers effective March 26, 1990, but shall not take effect for drivers employed after that date until September 1, 1991.

ARTICLE XXV
SALARY SCHEDULE

1. Salary Schedule:

<u>Classification</u>	<u>Hourly Rate of Pay</u>			
	<u>7/01/95</u>	<u>7/01/96</u>	<u>7/01/97</u>	<u>7/01/98</u>
Building Custodian and Custodian Relief Driver	\$10.76	\$11.03	\$11.31	\$11.59
Custodian I				
First Ninety (90) Days (probationary)	8.00	8.10	8.20	8.30
After Ninety (90) Days	10.51	10.77	11.04	11.32
Custodian II				
First Ninety (90) Days (probationary)	7.00	7.10	7.20	7.30
After Ninety (90) Days	9.38	9.61	9.85	10.10
Bus Driver				
First Ninety (90) Days (probationary)	8.20	8.30	8.40	8.50
After Ninety Days	10.61	10.88	11.15	11.43
Extra Trips	7.30	7.40	7.50	7.60
Building Cook	9.89	10.14	10.39	10.65
Assistant Cook	9.33	9.56	9.80	10.05
Cafeteria Helper				
First Ninety (90) Days (probationary)	6.30	6.40	6.50	6.60
After Ninety (90) Days	8.20	8.41	8.62	8.84

2. Assistant Cooks who perform the work of head cook for two (2) consecutive work days will then be paid at the rate of head cook effective with the first (1st) day of the assignment.

3. Service Pay - After seven (7) years of service in the Bad Axe Public School District, the employee shall receive ten cents (\$.10) per hour in addition to the hourly rate listed in (#1) Salary Schedule, according to the employee's classification. This ten cents (\$.10) per hour increase shall be effective for the first (1st) full pay period following the employee's completion of seven (7) years of service. The date of employment to be used in this Article will be the date listed on the Agreed Length of Service Report per Article X, Section G. Effective July 1, 1991, following the above procedure, the employee shall receive an additional five cents (\$.05) per hour after twelve (12) years of service.

ARTICLE XXVI

INSURANCE BENEFITS

A. All Board paid insurance coverage discussed in the Agreement shall be available to the eligible employee on the first (1st) day of the second (2nd) month following date of hire. Coverage shall be subject to the employee completing the proper application for desired coverage, subject to acceptance by the insurance carrier, and subject to any restriction imposed by the insurance carriers.

B. Coverage shall be individual, two (2) person, or full family Blue Cross/Blue Shield Coverage under the Three (3) Star Plan, \$2.00 N.P.A. prescription through Michigan Employee Benefit Services, Inc. (MEBS). Sponsored dependents and extended family coverage is excluded from this benefit.

C. All coverage shall be prorated according to number of hours and months worked as follows:

Custodians: The Board shall pay the full cost of individual, two (2) person, or full family plan for all eligible custodians. A full benefit for custodians will be based on twelve (12) months and forty (40) hours per week.

Cooks: The Board shall pay the full cost of individual, two (2) person, or full family plan for all eligible Food Service Employees. A full benefit for Food Service Employees shall be based on one hundred eighty (180) work days and forty (40) hours per week.

Transportation Employees: The Board shall pay seventy-five percent (75%) of the cost of individual, two (2) person, or full family plan. The full benefit (75% of cost) for Transportation Employees shall be based on one hundred eighty (180) work days and two (2) regular trips per day.

D. Any insurance premium in excess of Board allowance shall be deducted from the employee paycheck. A deduction for the cost of one (1) month's coverage, less Board allowance, shall be taken from the first (1st) check each month (September through May). A prorated deduction will be taken from the second (2nd) and third (3rd) checks each month (September through May) to cover the cost of coverage for the summer months, including the expected increase that is effective July 1st of each year. Any necessary adjustment will be made on the last check of the year or, in a case of special extenuating circumstances, on the first (1st) check of the following year.

E. New employees, or any employee who becomes eligible for an increased benefit due to a negotiated change in coverage, shall meet the "at work requirement" of said program before they shall become eligible for such coverage.

F. Employees who have Board provided term life insurance through the health insurance plan have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right of conversion, in order to keep their term life insurance in force, must contact the insurance carrier within thirty (30) days of their last day of employment.

G. All employees covered by this Agreement shall be offered a ten thousand dollar (\$10,000.00) term life insurance policy subject to employee completing the proper application. Term life insurance shall have the right of conversion to private pay when an employee terminates employment.

H. All employees covered by this Agreement shall be offered MEBS Three (3) Star Vision Plan (100% UCR, \$5.00 examination co-pay, \$7.50 frame and lens co-pay). Coverage is subject to employee completing the proper application.

I. If an employee terminates employment during the school year, coverage shall terminate on the first (1st) day of the following month.

J. If an employee fails to keep insurance information current, i.e. remove ineligible family members within thirty (30) days, etc., the employee shall be required to reimburse the Board for any extra charge involved. The employee's liability shall be limited to six (6) months beyond the date of change in the insurance eligibility.

K. Eligible employees not electing health insurance may apply one hundred dollars (\$100.00) per month toward a 403B (Tax Sheltered Annuity Plan) as selected by the Union. The company selected must meet all requirements of the Michigan Public Act 248 of the Public Acts of 1963. The company shall not be changed during the duration of this Agreement. This benefit shall be prorated according to the schedule in Section C above, shall not exceed the amount allowed under the Act, and shall be subject to the employee completing the proper application.

L. Employees will be offered an open enrollment period each year to make application for insurance. Employees may obtain coverage between open periods only if eligibility for coverage in another group plan is cancelled. Coverage will become available only following receipt of proper application and receipt of a letter from the other group plan verifying loss of eligibility.

Adjustments for changes in family status, i.e. birth of a child, death in the family, marriage of dependent, etc., shall be changed upon notice from the employee per the regulations of the insurance carrier.

M. The Board may review bids by competing carriers once a year during the term of this Agreement. The competing plans shall be limited to offerings comparable to the MEBS Three (3) Star Plan. The Board may, after twenty (20) days notice to the Union, elect to change carriers only if expected annual costs to the Board for coverage of members under this Agreement could be reduced by two and one-half percent (2-1/2%) or more.

ARTICLE XXVII

MISCELLANEOUS

1. CDL and Required Licensure Regulations

The Board shall pay the entire cost of a new or renewal CDL Drivers License (including any generally required applicable skills tests, etc.). Should a new driver be in the employ of the District for a period of time less than a full calendar year from the date of issuance of the CDL, the new employee will reimburse the District for the full cost of said license, including skills tests, etc.

The District will not pay for skills tests required on renewal licenses or license extensions under current law.

2. Physical Examination (Cooks and Bus Drivers only)

The Board will pay the physical examination cost in full when it is given by the physician designated by the Board of Education. Physical examinations given by other physicians will be accepted, but will be at the expense of the employee.

3. Overnight bus drivers shall be paid for eight (8) hours of driving per day and shall be reimbursed for lodging on trips when an overnight stay is required. The Board shall make reservations for overnight accommodations in advance. Meal allowances on overnight trips shall be reimbursed up to three dollars (\$3.00) breakfast, five dollars (\$5.00) lunch, and seven dollars (\$7.00) dinner. Meal allowances on extra trips will be covered according to the amounts listed above if the extra trip causes the driver to be on down time at meal times (6:00- 8:30 a.m.; 12:00-1:30 p.m.; 5:00-8:00 p.m.). Receipts must be provided for said meal expenses.

4. Safety masks shall be provided for spraying.

5. Any time there are over fifteen (15) students in one (1) vehicle, the driver shall be from the bus driver classification.

6. All bus runs shall be for a minimum of two (2) hours except Kindergarten, which shall be a minimum of one and one-half (1-1/2) hours (ninety [90] minutes). Drivers who would require more than the regular scheduled time in order to gas or clean their bus (one and one-half [1-1/2] or two [2] hours) shall receive approval from the Superintendent or his designee prior to working beyond regular approved time.

ARTICLE XXVIII

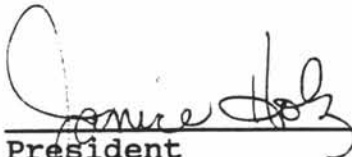
AUTHORIZED SIGNATURES

AGREEMENT between Bad Axe Public Schools and the International Union of Operating Engineers, Local 547 - A, B, C, E, H - AFL-CIO, for the period July 1, 1995 through June 30, 1999.

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

BAD AXE BOARD OF EDUCATION

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



President




Business Manager



Secretary



President



Recording/Corresponding
Secretary

JOB DESCRIPTIONS

MAINTENANCE SUPERVISOR

1. He shall be responsible for maintaining all buildings and facilities of the schools in a serviceable condition.
2. He shall supervise and maintain a qualified program of site maintenance, such as grounds, walks, sewer, drives, fences, etc.
3. He shall supervise the work activities and work schedules of all maintenance employees.
4. He shall assist maintenance employees in planning their work.
5. He shall inspect the progress of custodian's housekeeping duties through the buildings.
6. He shall assign overtime equitably.
7. He shall keep an accurate inventory of maintenance tools, equipment and materials.
8. He shall supervise and maintain an approved program for the storage, servicing and assignment of maintenance tools, equipment and supplies.
9. He shall help plan maintenance projects.
10. He shall strive to improve maintenance methods.
11. He shall operate a complete preventative maintenance system.
12. He shall arrange safe working conditions for the maintenance crews and all people around areas where maintenance crews are working.
13. He shall act as maintenance advisor to the Superintendent of Schools.
14. He shall submit reports as requested by the Superintendent of Schools.
15. He shall train new maintenance employees.
16. He shall recommend purchase of supplies and equipment to the Superintendent of Schools.

17. He shall report needed major repairs and painting to the Superintendent of Schools.
18. He shall see that needed repairs reported to him by the principals are made in reasonable time.
19. He shall inspect each building and its grounds regularly.
20. He shall make recommendations to the Superintendent of Schools relative to the discipline, promotion and discharge of maintenance employees.
21. He shall confer with building principals in regard to special problems.
22. He shall act as inspector on all building projects and all repair projects being carried out by outside contractors.
23. He shall interview and hire all maintenance personnel subject to approval of the Superintendent of Schools.
24. He shall have authority to authorize minor repairs necessary for operation of the schools and to order all necessary emergency repairs.
25. He shall hear employee grievances.
26. He shall write up employees who have failed to perform their job effectively or who have disregarded Board of Education rules or regulations.
27. He shall be responsible for other duties as assigned by the Superintendent of Schools.

ASSISTANT MAINTENANCE SUPERVISOR

1. He shall assist the Maintenance Supervisor.
2. He shall be in charge of maintenance in the absence of the Maintenance Supervisor.
3. He shall assist maintenance employees in planning their work.
4. He shall inspect the progress of custodian's housekeeping duties through the buildings as directed by the Maintenance Supervisor.
5. He shall train new maintenance employees as directed by the Maintenance Supervisor.
6. He shall make recommendations to the Maintenance Supervisor relative to the discipline and discharge of present employees and the employment of prospective employees.
7. He shall be responsible for other duties as assigned by the Maintenance Supervisor.

BUILDING CUSTODIAN

1. The Building Custodian shall be responsible for performing any of the work listed under the job description for custodian.
2. He shall direct the work and schedule of custodians assigned to his building subject to the direction of the Maintenance Supervisor.
3. He shall be responsible for the heating, ventilating, and the mechanical and electrical operation of his building. He is expected to see that his equipment is adequately maintained and safely and efficiently operated.
4. He shall test the fire alarm daily.
5. He shall make running repairs as required to keep the plant and building in continuous operation. He shall inform the Maintenance Supervisor of any necessary major repairs.
6. He shall be responsible for seeing that all walks and school entrances are kept clear from snow and ice.
7. He shall see that the lawn is cut and the shrubs are trimmed and properly cared for.
8. He shall make periodic inspections of his building and shall invite the building principal to accompany him on such inspections.
9. He shall be responsible for keeping the roof sumps on his building free from leaves and debris at all times.
10. He is responsible to see that a good all around appearance of school grounds is maintained at all times.
11. He shall be courteous to all teachers, students and the public and shall always be concerned about good public relations.

CUSTODIAN

1. The custodian shall be responsible for the performance of duties involving the care and maintenance of building and grounds.
2. He is under the direction of the building custodian who is responsible to the Maintenance Supervisor and the building principal, who are in turn responsible to the Superintendent of Schools.
3. He carries out routine tasks of daily cleaning. This includes sweeping and mopping of floors, floor washing as needed, emptying and cleaning waste receptacles, dusting and straightening the arrangement of furniture and equipment, cleaning chalk boards, erasers and chalkracks, heating units, ledges, shelves and sills, cleaning and sanitizing of restrooms, shower rooms and kitchens, replacing expendable supplies, replacing light tubes and bulbs, and leaving classrooms, halls, offices, cafeterias and other areas in proper condition for use.
4. He performs minor repair and maintenance jobs regarding the building structure, plumbing, electrical systems, hardware, heating and ventilating, furniture, and equipment in building and on grounds.
5. He performs periodic thorough cleaning tasks as directed on floors, walls, doors, windows, ceilings, furniture, plumbing and equipment.
6. He carries out assigned tasks of painting, refinishing, constructing and remodeling.
7. He maintains school roadways, sidewalks and entrances (including snow removal), lawns, shrubbery, trees, fencing, drains, playgrounds and their equipment, and athletic fields and their equipment as he is directed.
8. He maintains building security and assists other employees in guarding against theft, vandalism, fire, explosion, and storm damage. He reports any matter of potential danger, misconduct and equipment malfunction, and renders assistance until help arrives in order to protect lives and property.
9. He performs his duties with care and thoroughness, using good sense and in the knowledge that his contributions are an indispensable part of the team work required in promoting good education.

10. He carries out matters of preparing facilities for use at school and community events on the premises, then returns the areas to proper condition of regular use.
11. He sets good examples for young people, using sound judgment and displaying proper attitudes in performing his work, dealing with others, and in personal appearance and conduct. This shall include courteous treatment of students, teachers and the public for good public relations.
12. He performs other duties as assigned.

CUSTODIAN RELIEF DRIVER

1. He shall meet all of the requirements of a custodian.
2. He shall possess a valid bus driver license and be qualified to drive a school bus.
3. He shall meet all of the specifications outlined under the classification of bus driver.
4. He shall be prepared to be assigned to bus driver assignments for afternoon, morning, or Kindergarten runs.
5. When he is given bus driving assignments, his regular schedule shall be adjusted to reduce his work load to forty (40) hours per week, when possible.
6. He will not be eligible for extra trips and he will not be given Saturday or Sunday driving assignments.
7. He shall remain eligible for overtime custodial work per the Contract.

CUSTODIAN II

He shall perform the duties of the custodian, except that he shall not be responsible for performing any of the following duties:

1. Replace fluorescent tubes or bulbs.
2. Operate scrub machines in scrubbing or buffing floors.
3. Load or unload trucks.
4. Repair or refinish desks or furniture.
5. Perform maintenance work.
6. Mow lawns
7. Care for athletic field or playground equipment.
8. Shovel snow.
9. Roof repairs.
10. Locker repairs.
11. Washing exterior windows that are off the ground.
12. Clean incinerator.

BUS SUPERVISOR

1. He shall meet the requirements for a bus driver and shall perform such duties when assigned.
2. He shall serve as bus mechanic which shall include the following duties:
 - a) To make daily, weekly, monthly and annual inspection of school busses in order to insure a minimum of road failures and a maximum of safe and economical operation.
 - b) To approve or disapprove of school buses for immediate use and make repairs and replacements of parts as necessary.
 - c) To keep records and make reports as required.
3. He shall recommend the purchase of supplies and equipment to the Superintendent of Schools.
4. He shall supervise the work activities and work schedule of all transportation employees.
5. He shall train new transportation employees.
6. He shall schedule special trips and arrange for drivers.
7. He shall assign overtime equitably.
8. He shall secure substitute drivers.
9. He shall make recommendations to the Superintendent of Schools relative to the discipline and discharge of present employees and the employment of prospective employees.
10. He shall inform the Superintendent of Schools of any transportation problems and needs for equipment.
11. He shall plan and prepare bus maps.
12. He shall serve as Transportation Advisor to the Superintendent of Schools.
13. He shall be responsible for courteous treatment of students, teachers and the public in order to maintain good public relations.
14. He shall perform other duties as assigned by the Superintendent of Schools.

ASSISTANT BUS SUPERVISOR

(Position to be in effect during prolonged absences of Bus Supervisor).

1. He shall meet the requirements for a bus driver and shall perform such duties when assigned.
2. He shall be responsible for opening and closing the bus garage and seeing that it is closed when no one is present.
3. He shall be responsible for minor mechanical repairs; that is, oil, grease, fan belt, tires, batteries, etc.
4. He shall obtain reports from drivers of needed repairs.
5. He shall report needed major repairs to the Superintendent or his authorized representative (Assistant High School Principal) and when directed, arrange for the repairs at a local garage.
6. He shall see that the station wagons are prepared for authorized trips.
7. He shall inform the Superintendent of any known problems; absent drivers, road conditions, drivers' complaints, etc.
8. He shall recommend the purchase of supplies and equipment to the Superintendent of Schools.
9. He shall be responsible for courteous treatment of students, teachers and the public in order to maintain good public relations.
10. He shall perform other duties as assigned by the Superintendent of Schools.
11. He shall be responsible for assisting drivers who have break downs and to remain on the job until all buses are in or accounted for after each regular run.

BUS DRIVER

1. To study and observe all laws and regulations, State, County and local, relating to the service of transportation, including possession of a valid bus driver's license.
2. To pass an annual physical examination, if required by Employer.
3. To be clean and neat in appearance, to refrain from use of tobacco while on duty, to use no profane language in the presence of school children, and at no time to be under the influence of intoxicating liquor.
4. To attend and participate in conferences and training classes for school bus drivers and to be familiar with traffic laws and driving skills.
5. To master the principles of first aid and to be prepared to give, at any time, emergency treatment to anyone injured in or because of a school bus accident.
6. To maintain order and discipline on the part of every pupil passenger.
7. To assign seats as the Superintendent of Schools, Principal, 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.
8. 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.
9. To supervise the activities of children leaving the bus until they have crossed the highway in safety or are otherwise not subject to hazards.
10. To have children pass in front of bus when leaving bus and crossing highway.
11. To prevent children from hitching on bus when skating, riding bicycles, etc.
12. To observe that all children are in their seats before bus has started.

13. 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.
14. To stop the school bus or turn it around on the highway only at points where it can be seen at least five hundred (500) feet by traffic approaching from either direction.
15. To drive the bus one hundred (100) feet back of preceding bus when leaving school ground.
16. To observe the provisions of the school bus stop law and other provisions of the Michigan Vehicle Code.
17. 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 the Board of Education.
18. To refrain from transporting in school bus, whether privately or public-owned, anything which would make bus objectionable for school use.
19. To prepare an accident report immediately after every accident involving the bus or school bus passengers.
20. 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 the Transportation Supervisor.
21. To observe the posted schedule except when to do so would involve unnecessary hazards.
22. 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.
23. To make sure that all children are off the bus before filling the gasoline tank.
24. 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.
25. To place the gear shift in neutral when bus has been brought to a stop to load or to unload pupils.

26. 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 or not. 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.
27. To drive always at a safe speed.
28. To avoid any unnecessary backing of buses on school grounds or elsewhere, and when necessary to back, then to accomplish this with proper signals from a responsible person on the grounds.
29. To cooperate with school officials, mechanics and other personnel in the mechanical maintenance and repair of the bus.
30. To report any defect affecting safety or economy of operation IMMEDIATELY to authorized service garage or Bus Supervisor.
31. To keep bus clean and neat at all times.
32. To prepare reports and keep all records required and assist school officials in mapping bus routes and planning schedules.
33. To report immediately to the Superintendent of Schools, the principal or the designated official, the misconduct of any pupil while on the bus or under his immediate supervision.
34. To report complaints of parents or others requiring attention of school authorities.
35. To report any accident in which the bus or pupil passengers are involved.
36. To report any hazard arising which would offer an actual or potential threat to the safety of the children in his care.
37. To report cause for failure to maintain the school bus time schedule.

BUILDING COOK

1. Plan menus.
2. Supervise work of assistant cooks and cafeteria helpers in building.
3. Plan for and purchase needed supplies.
4. Maintain inventory records and other necessary records.
5. Work with building principal in operation of hot lunch program.
6. Recommend needed kitchen equipment to the Superintendent of Schools.
7. Train new employees.
8. Assign overtime equitably.
9. Be responsible for courteous treatment of students, teachers and the public, in order to maintain good public relations.

ASSISTANT COOK

1. She shall perform the duties as assigned by the Building Cook which shall include, but not be limited, to the following:
 - a) Preparation of food.
 - b) Operation of dishwasher.
 - c) Cleaning of pots and pans.
 - d) Clean-up of kitchen and cafeteria.
 - e) Serving food.
 - f) Recommending menus and needed supplies and equipment to Building Cook.
2. She shall assume the duties of the Building Cook in the temporary absence of the Building Cook.

CAFETERIA HELPERS

They shall perform the duties as assigned by the building cook which shall include, but not be limited to, the following:

1. Preparation of food.
2. Operation of dishwasher.
3. Cleaning of pots and pans.
4. Clean-up of kitchen and cafeteria.
5. Serving food.
6. Recommending menus and needed supplies and equipment to building cook.

LETTER OF UNDERSTANDING

by and between

BAD AXE BOARD OF EDUCATION

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, H - AFL-CIO**

In order to eliminate confusion and problems relative to the bidding and assignment of bus routes, the following is agreed:

1. When we refer to regular runs, we mean runs that are for K-12 students and are approximately an hour in length.

2. When we refer to loops, we mean routes that operate in the vicinity of the town of Bad Axe and are for the elementary students. These routes begin after the completion of the regular routes.

3. When we refer to shuttle runs, we mean runs operated on a regular daily basis between the different schools or between a school and vocational center.

4. When we refer to a major adjustment, we mean a situation where a loop is moved from or added to a regular run or when a shuttle is added to or taken from a regular run.

It is expressly understood that minor changes in routes, loops, or shuttles does not constitute a major adjustment. It is recognized that, from time to time in an effort to balance loads, to improve the efficiency of the routes, and other reasons, management will find it necessary to make minor adjustments in regular runs, loops, or shuttles.

Effective 1990, all runs will be offered for bid according to seniority. As in the past, loops and shuttles will be attached to regular runs at the time of bidding. Management will retain the right to adjust schedules (attach different loops and different shuttles to different regular runs). Within two (2) weeks after school starts, the Board will notify the Union of the changes and upon the request of the Union, a meeting will be called and held within five (5) days. All runs will be re-bid per Article XXIV, Section A.

Should the Employer make major changes during the school year, they may try the changes for two (2) weeks and then if the changes are to be continued, they will notify the Union of their intention to do so. The Union may request a meeting as described in Article XXIV, Section A, to be held within ten (10) days.

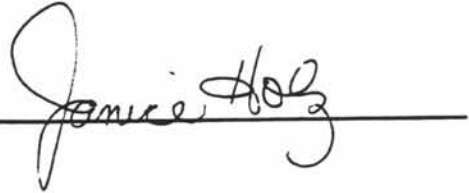
**FOR THE
THE INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 547, AFL-CIO**



6/28/95

Date

**FOR THE
BAD AXE BOARD OF EDUCATION**



Date

