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6/30/2000

**AGREEMENT**

between

**MORENCI AREA SCHOOLS  
BOARD OF EDUCATION**

and

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

**BUS DRIVERS**

**JULY 1, 1997 - JUNE 30, 2000**

*Morenci Area Schools*

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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 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 II**  
**UNION RECOGNITION, AGENCY SHOP AND CHECK OFF**

**Section 1. Union Recognition**

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

(b) The term "employee" as used herein shall include all school bus drivers of the Employer. Excluded shall be probationary, temporary and substitute drivers, supervisors, and all others.

**Section 2. Agency Shop**

(a) The Board agrees that it shall be a condition of employment that all employees who are presently employees, all employees who hereafter become employees, and all new employees employed after the thirtieth (30th) day of June shall within sixty (60) days after the effective date of this Agreement, or sixty (60) days after the commencement of employment, whichever comes later, either:

1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Union and such authorization shall continue in effect from year to year unless revoked in writing.

2. Cause to be paid to the Union a service fee in an amount established by the Union. In the event the service fee or dues shall not be paid, the Board upon receiving a written and signed complaint from the Union indicating the employee has failed to comply with this condition, shall process said complaint, the charging party being the Union. Failure to comply with the provisions above will cause the Union member to be dismissed unless the Union, in writing, gives notification that the service fee has been paid and thus the complaint is withdrawn. It is expressly understood that in the event the Board of Education shall hire a new employee to replace an old employee under the terms of this Article, then and in that event, neither the Union nor the employee shall have a right to withdraw said complaint, it being recognized by the Union and any employee employed under the terms of this Contract, that the Board has a reasonable right to proceed to

replace an employee against whom charges have been filed under the terms of this Article. The refusal of said employee to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for the Board of Education.

(b) In the event the employee challenges the amount of the service fee through the Union's appeals process, the service fee shall continue to be payroll deducted from the employee, however, twenty-five percent (25%) of the regular Union membership dues will be placed into an escrow account by the Employer pending completion of the appeals process. No employee shall be discharged during the pendency of an appeal.

(c) The Union agrees to indemnify and save the Board, and including each individual Board member, harmless against any and all claims, cost, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.

(d) It shall be the responsibility of the Union to notify the District of the amount of the yearly dues and service fees by July 1st, annually.

(e) If any provision of this Article is declared invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

(f) 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.

(g) The Board agrees that, upon hiring any new employees who are covered by this Agreement, the Board shall send a letter advising the Union of the name, date of hiring, and the Social Security number of the new employee.

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

### **Section 3. Check-Off**

(a) The Board shall deduct the initiation fees and the Union dues or service fees from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month following that month in 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 Board's general funds, and shall be deemed trust funds and shall be forwarded to the Union forthwith.

### **ARTICLE III** **NON-DISCRIMINATION**

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

### **ARTICLE IV** **VISITATION**

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted 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 adjustment 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 V** **STEWARDS**

(a) The employees shall be represented by a Chief and Alternate Steward who shall be chosen or selected in a manner determined by the employees and the Union. The Union will inform the Board of Education at the beginning of each year of the persons that are to fill these positions.

(b) Reasonable arrangements will be made to allow the Chief and Alternate Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiation meetings, by first receiving approval from the Administrator. Such time shall be limited to thirty (30) hours per Contract year.

(c) During their terms of office, the Chief and Alternate Steward shall be deemed to head the seniority list for the purpose of lay-off and recall only, provided they are qualified to do the required work. Upon termination of their term, they shall be returned to their regular seniority status.

**ARTICLE VI**  
**SAFETY PRACTICES**

The Board will take reasonable measures in order to prevent and/or eliminate any hazards which the employees may encounter at their places of work, or their school buses, in accordance with the Occupational Safety and Health Act, State and Local regulations.

**ARTICLE VII**  
**JURISDICTION**

Employees of the Board not covered by the terms of this Agreement may temporarily perform work covered by this Agreement for the purpose of instructional training, experimentation, in cases of emergency, in cases of specialization (i.e. handicapped student requirements), in the absence of the regular employee, or if placed by welfare or the courts. This language shall not be used to avoid paying regular drivers for additional runs, sports runs and field trips.

**ARTICLE VIII**  
**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 or subcontracting 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 or subcontracting be used to avoid the performance of work covered under this Agreement. However, should the Board determine to contract with an outside provider to provide any/all transportation services, the Union shall be included in discussions with the party or parties with whom the Board is considering contracting.

**ARTICLE IX**  
**MANAGEMENT'S RIGHTS**

(a) The Board shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend, discharge, or demote employees for just cause subject, however, to the employee's right to bring a grievance if the provisions of this Agreement are violated by the exercise of such management function.

(b) All rights, powers and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Board.

## **ARTICLE X** **SENIORITY**

(a) A newly hired employee shall be on a probationary status for ninety (90) calendar days taken from and including the first (1st) day of employment. If at any time prior to the completion of the ninety (90) calendar day probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed by the Board during this period without appeal by the Union. Probationary employees who are absent during the first (1st) ninety (90) calendar 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.

(b) All probationary employees shall be evaluated every thirty (30) calendar days. A copy of this evaluation shall be given to the employee and a copy placed in the employee's file.

(c) After satisfactory completion of the probationary period, the employee's seniority and all matters pertaining to benefits shall be retroactive to the date of hire.

(d) The employee on scheduled lay-off shall have the right to displace a lesser seniority driver.

(e) An employee will lose their seniority for the following reasons:

1. The employee resigns.
2. The employee is discharged for cause.

(f) Seniority shall continue to accumulate within the bargaining unit for an employee who transfers to a supervisory position with that employee having the right to exercise their seniority and return to the bargaining unit in the event that the employee vacates their supervisory position.

(g) An agreed to seniority list shall be furnished to each employee covered by this Agreement on or about September 1st of each year. Such list shall contain each employee's name and date of entry into the classification.

(h) Whenever it is determined by the Board that it is necessary to eliminate an entire run or runs, the affected employee or employees shall have the right to exercise their bargaining unit seniority and bump the least senior driver in order that the affected employee or employees would be able to maintain their same number of runs. The employee who is bumped shall be caused to drive a lesser amount of hours, or the employee shall be laid off, whichever is applicable. In the event that the Board determines to reinstate the run which was eliminated, the former driver of that run shall have the option of returning to that run.

## **ARTICLE XI** **VACANCIES**

Notice of all vacancies and newly created positions shall be placed on the employee's bulletin board slot within one (1) pay period from the date of vacancy and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position provided the employee has the necessary qualifications to perform the duties of the job involved. In the event the Administration does not feel it is desirable to place the highest seniority employee in the open position, an evaluation meeting between the Union Representative Business Agent and Administration will be held in order to review the reasons and arrive at a decision. In the event no mutually agreeable decision is reached, the Administration shall make the decision. The employee shall have the right to the Grievance Procedure. Newly created positions or vacancies are to be posted in the following manner: the type of work, the place of work, the starting date, the rate of pay.

## **ARTICLE XII** **DISCIPLINE OF STUDENTS**

In the event disciplinary problems arise on the bus, the driver will follow the guidelines of the Bus Code of Conduct. Failure to comply with the guidelines will remove any right for the driver to file a grievance under this Section.

## **ARTICLE XIII** **LEAVES OF ABSENCE**

(a) An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work and has exhausted all means of compensation from the Board, may be granted a leave of absence for up to one (1) year, which may be extended beyond that period of time by the Board of Education, provided the employee promptly notifies the Board of the necessity for such leave or extension thereof, and provided further, that the employee supplies the Board 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 shall be granted for a reasonable period of time not to exceed one (1) year for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children or parents living in the same house.



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

(d) **Childcare and Childbirth Leaves**

1. Expectant employees may elect not to receive sick leave payments and upon application, said employee will be granted a maternity leave without pay for the purpose of childbirth and subsequent childcare of the newborn infant for a duration not to exceed one (1) year, unless renewed at the discretion of the Board.

2. All pregnant employees will notify the Board of pregnancy at least five (5) months prior to the expected date of birth. Said notification shall be filed with the Superintendent of Schools.

3. The employee will be required to furnish medical certification of her continued ability to perform her duties.

4. The employee may be required to submit to physical examination by a physician selected by the School Board, at Board expense, or a physician of her choice at her expense.

5. The employee may continue working as long as she can continue her regularly assigned responsibilities. The employee's physician will furnish a statement to this effect.

6. The application for such leave shall be received by the Superintendent of Schools no less than thirty (30) days prior to the effective date of such leave, and shall include a statement of the exact date on which the employee wishes to commence the leave, and may be relaxed upon complication occurring which shall be followed up by a physician's statement.

7. An employee on maternity leave under the above provisions shall indicate in writing to the Superintendent of Schools as to her expected date of returning to work. The employee shall indicate to the Superintendent two (2) weeks before this expected date if she wishes to return at a later date, or two (2) weeks before she wishes to return if the desired date of return is earlier than the date originally specified under paragraph one (1) of this Article. The employee shall be returned to employment as specified under paragraph one (1) of this Article.

8. Should the course of nature be interrupted or should the death of the child occur within the period of maternity leave, the above rules may be relaxed under such conditions as the Board of Education may prescribe.

9. To receive sick leave payments, the employee must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by her physician. For all sick leave days claimed, the employee must

have a physician's certificate verifying physical disability which prevents her from performing her duties. It is expressly understood that leave taken under subparagraph nine (9) is for the purpose of disability and not for normal child care.

(e) The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, 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 Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employee(s) make written request for such leave of absence immediately upon receiving their orders to report for such duty.

(g) Any employee in the bargaining unit who is either elected or appointed to a full-time position or office in the Union, whose duties require their absence from work, shall be granted an unpaid leave of absence for the term of such office or position not to exceed twenty-four (24) months.

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

(i) An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay, and shall accumulate seniority during their leave of absence and the employee shall be entitled to resume their regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employee and the Board.

#### **ARTICLE XIV** **GRIEVANCE PROCEDURE**

##### **Definitions:**

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

(b) The time elements in the Steps may be shortened, extended or waived upon written mutual agreement between the parties.

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



(d) A grievance concerning alleged safety hazards may be processed directly to Step Three (3) of the Grievance Procedure.

(e) Any grievance which is not appealed within the specified time limits set forth in that Step level shall be considered to be settled on the basis of the decision rendered at the previous level. If the answer to a grievance is not given within the specified time limits of that Step level, the appealing party may automatically appeal the grievance to the next Step level of the Grievance Procedure.

(f) Any employee 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 first 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, the grievance shall not hereafter be considered a grievance under this Agreement.

### **Step One**

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

(b) The Chief Steward then may submit the grievance in writing to the Transportation Supervisor stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged Contract violation(s). The employee and the Chief Steward shall sign the grievance.

### **Step Two**

(a) The Chief Steward shall meet with the Transportation Supervisor to discuss the grievance within five (5) working days of its written submission to the Transportation Supervisor. The Transportation Supervisor shall give his decision in writing relative to the grievance within ten (10) working days of his meeting with the Chief Steward.

### **Step Three**

(a) Any appeal of a decision rendered by the Transportation Supervisor shall be presented to the Superintendent of Schools within five (5) working days of the date of receipt of the decision is communicated to the Union, and the Superintendent shall meet with a Business Representative of the Union at a time mutually agreed upon. The appeal shall be in writing and shall state the reason or reasons why the decision of the Transportation Supervisor was not satisfactory.

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

#### **Step Four**

(a) Any appeal of a decision rendered by the Superintendent of Schools shall be presented to the Board of Education within five (5) working days and the Board of Education 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 of Schools was not satisfactory.

(b) The Board of Education shall give their decision in writing relative to the grievance within ten (10) working days of the Business Representative's meeting with the Board of Education.

#### **Step Five**                    **Arbitration**

(a) In the event the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days from the date of receipt of the answer given by the Board of Education, the grievance may be submitted to arbitration. Written notice of the intent to process the grievance to arbitration shall be served on the Superintendent of Schools within the specified time limits as required within the procedure to process the grievance to arbitration.

(b) Upon receipt of notice of intention to proceed to arbitration, the parties will meet at a mutually agreeable time, but in no case later than ten (10) working days after written notification of intent to proceed to arbitration, to attempt to agree upon the selection of an arbitrator. If the parties are unable to agree upon an arbitrator at this meeting, the appealing party shall request the American Arbitration Association to submit a listing of seven (7) persons to both parties. The representatives of the Board and the Union shall return the listing of the seven (7) potential arbitrators to the designated mailing address of the American Arbitration Association within the specified time period, as is furnished to the parties by the American Arbitration Association. Each party upon returning their listing of the potential arbitrators to the American Arbitration Association, shall indicate as to their preference of the arbitrator, by the numbering of said arbitrators one (1) through seven (7). The American Arbitration Association, upon receipt of the returned lists by the parties, shall assign the arbitrator based on the highest preference given by both parties on said list. That person shall be accepted by both parties as the arbitrator.

(c) In the event that neither party returns their listing of said arbitrators to the American Arbitration Association within the specified time period, the American Arbitration Association shall assign one (1) of the persons on the submitted list as the arbitrator, or in the event that only one (1) of the parties returns their listing within the specified time period, the American Arbitration Association shall assign the arbitrator from the listing, based on

the highest preference of the party that did return their listing within the specified time period. In either of these instances, both of the parties shall accept that person as the arbitrator.

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

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

(f) The arbitrator shall not have the 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.

(g) The fees and expenses of the arbitrator shall be paid solely by the non-prevailing party.

(h) The arbitrator shall render his decision within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

(i) The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Board and the Union.

#### **ARTICLE XV** **DISCIPLINE-DISCHARGE**

(a) Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes, with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union within five (5) days of the incident, or within five (5) days when it is reasonable to assume that the Employer became aware of the circumstances giving rise to the incident. Among the causes (but not limited to these) which shall be deemed sufficient for dismissal, suspension, and/or disciplinary action are the following: drunkenness, dishonesty, smoking (except in areas designated by the Board), fighting, drugs, insubordination, and willful violation of agreed upon rules, absence without good cause, habitual absence and deliberate improper handling of Employer's equipment.

(b) An employee may be dismissed, suspended or disciplined without pay, pending investigation, and if the dismissal, suspension or disciplinary action is found to be totally without justification, the employee shall be reinstated with full back pay, full seniority rights, and all other fringe benefits that the employee would have earned.

**ARTICLE XVI**  
**HOURS OF WORK WEEK**

**Section 1. Work Week and Day**

(a) The regularly scheduled work week shall begin at 12:01 a.m. Monday and end one hundred twenty (120) hours thereafter.

(b) The normal work day shall be whatever would constitute the bus driver's normal daily bus runs including the pre-tripping of buses as designated by the Bus Supervisor.

(c) Every driver will wash his/her bus at least once every two (2) weeks as a part of the normal work week.

(d) When additional runs are required due to parent-teacher conferences, this will be considered as a part of the normal work week, and the drivers will be paid for a third (3rd) run.

**Section 2. Overtime Rates**

Time and one-half (1-1/2) will be paid for all time worked in excess of forty (40) hours in one (1) week on regular runs. On a regular run that exceeds one and one-half (1-1/2) hours they shall be paid sports run pay for this additional time.

**Section 3. Reporting Pay**

Any regular employee called to work or permitted to come to work without being notified by the Board that there will be no work, shall be paid one (1) hour's pay at the base rate of pay.

**Section 4. Distribution of Runs**

At the beginning of each school year, the driver shall assume their run from the previous year. If a new or vacant run is available, it shall be posted as per Article XI, Section One (1) of the Contract.

**Field Trips**

A driver who has a child going on a field trip shall have first (1st) choice of that trip. If no one has a child on a field trip, they shall be assigned to the highest seniority driver who bids on the trip. If no one bids, it shall be assigned to the lowest seniority driver and rotated to the highest seniority driver for proceeding trips.

For overnight trips, the driver will be paid for on-the-road time plus four (4) hours. The driver's hotel room will be paid and they will receive a food allowance of twenty dollars (\$20.00) for three (3) meals. Receipts will be required for reimbursement.

### **Sports Runs**

(a) A driver having a child in a sport has the first (1st) option to drive that team during the sports season. If two (2) or more drivers have children on the same sports team and select that sports run to drive, the assignment shall be made on the basis of seniority with the most senior driver having the first (1st) choice. If a driver has a child in more than one (1) sport in any one (1) season, the driver must choose which sport they will drive. If any driver, in exercising this option, is unable to drive two (2) of the runs during any sports season, they will forfeit their option and that sport shall be assigned to the most senior driver available for the balance of the season.

(b) If a driver misses a regular run, regular drivers will be paid for one and one-half (1-1/2) hours at regular run pay and the remainder of the time at athletic run pay.

(c) Drivers shall receive a minimum of three (3) hours sports run pay for sports runs that are three (3) hours or less. In the event a sports run exceeds three (3) hours, drivers shall be compensated at one hundred percent (100%) of the sports run rate up to six (6) hours, and at eighty percent (80%) for all hours in excess of six (6) hours.

### **Kindergarten and Vo-Tech Sub Drivers**

Sub drivers for kindergarten and vo-tech shall remain the same from year to year, unless they resign. If a resignation takes place, the sub run will be posted and awarded according to seniority.

### **Incllement Weather Days**

The drivers shall drive and be paid for the number of regularly scheduled days for regular school runs. Kindergarten drivers will not be paid for conference days when the morning kindergarten is not in session, or when the kindergarten can be placed in regular runs. Vo-tech drivers will be paid for one hundred eighty (180) days provided that the equate number of hours are worked as directed by the Transportation Supervisor (or the Superintendent of Schools, in the absence of the supervisor). If legislation changes regarding snow days during the term of the Contract, the Union and the Board will re-open the Contract to discuss the issue. If the employees are required to come in and wait for fog to clear, or another emergency, they shall be paid for all time on school premises at the field trip rate. Notice of school closings will be on the radio by 6:15 a.m. The school will not be held liable for the driver missing an announcement.

**ARTICLE XVII**  
**HOSPITALIZATION**

**Section 1. Hospitalization Insurance**

(a) Pursuant to the authority, as set forth in the Michigan School Code, Section 617 (340.617), the Board agrees to provide, upon submission of written application, health insurance coverage up to the subsidy according to each employee's family status.

Twenty-five (25) hours to forty (40) hours per week - one hundred percent (100%) full family.

Twenty (20) hours to twenty-four (24) hours per week -seventy-five percent (75%) full family.

Fifteen (15) hours to nineteen (19) hours per week - fifty percent (50%) full family.

The coverage will meet or exceed that provided by MASB SET/SEG Insurance with a two dollar (\$2.00) prescription card. (Plan Ultra Med-C)

(b) The Board agrees to pay increases up to fifteen percent (15%) for 1997-1998 based on the 1995-1996 rates. The Board agrees to pay increases up to fifteen percent (15%) for 1998-1999 based on the 1996-1997 rates. The Board agrees to pay increases up to fifteen percent (15%) for 1999-2000 based on the 1997-1998 rates. Increases above the fifteen percent (15%) will be at the cost of the individual employee.

(c) The Board reserves the right to enroll in another hospitalization insurance plan during the life of this Agreement, provided the new plan is equivalent to the present hospitalization insurance coverage.

(d) The drivers who do not receive health insurance shall have ten thousand dollars (\$10,000.00) life insurance coverage.

**ARTICLE XVIII**  
**SICK LEAVE AND FUNERAL LEAVE**

**Section 1. Sick Leave**

(a) Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month, in which a majority of the month is worked with a limit of one hundred eight (108) days. After ten (10) years of service with the Morenci Area Schools, and upon retirement from driving (under



the State of Michigan School Retirement System), the Board agrees to pay one-half (1/2) of accumulated sick leave (not to exceed fifty-four [54] days) at the rate of twenty-four dollars (\$24.00) per day.

(b) Sick leave shall be granted to an employee when said employee is incapacitated from the performance of their duties by sickness, pregnancy, injury, or for medical, dental, or optical examination or treatment when they are unable to be scheduled while off duty and approved by the supervisor. Sick leave shall also be granted for the purpose of arranging for the care and attendance of a member of the immediate family due to illness or injury. Sick leave shall be limited to one (1) day unless approval for additional days is obtained from the Superintendent of Schools.

(c) For purposes of this Section, a member of the immediate family of the employee shall be qualified to mean a permanent member of the employee's household.

(d) Employees shall be informed in September of each school year of their sick leave status.

(e) Bus drivers working on the regular day shift shall report any absence no later than 6:15 a.m. by calling their supervisor.

## **Section 2. Funeral Leave**

(a) All employees may be granted up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family is defined to include spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, grandparents and grandchildren.

(b) In unusual cases, the death of others than those listed above may warrant granting of funeral leave. In such cases, individuals shall apply to the Superintendent of Schools who shall make the final determination in each case. Additional time off for traveling to said funeral may be granted by the Superintendent of Schools when the distance involved warrants such action. This time shall be used for attending the funeral service only and should be deducted from the employee's sick leave bank.

## **Section 3. Personal Leave**

(a) All employees shall be entitled to a total of two (2) days per year for personal emergency and/or business leave.

(b) This leave is to handle matters requiring the employee's attendance that cannot be handled outside of normal working hours. Justification will be required for these leave days.

(c) Any unused personal business days shall be accumulated into the employee's individual single sick leave bank in addition to their normal accumulative sick leave at the end of each year.

(d) Personal days shall not be used for the purposes of a vacation, party preparation, shopping, hunting, golfing, holiday, or to take part in any protest march, strike or other public demonstration, or for another job. They may be used for closing on a house, attorney appointment, etc.

**Section 4. Leave Benefits Eligibility**

Probationary employees are not entitled to leave benefits during their probationary period but shall be given credit for any earned days upon completion of their probationary period.

**ARTICLE XIX  
JURY DUTY**

Employees requested to appear for jury qualification or service shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for such jury service.

**ARTICLE XX  
WORKER'S COMPENSATION**

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

**ARTICLE XXI  
BENEFITS**

It is agreed between the parties that in the event that any employee who is covered by this Agreement works less than the established hours in their classification, the employee shall be entitled to a pro-rata portion of all of the benefits as provided under this Agreement based on the hours the employee works for the Board.



**ARTICLE XXII**  
**RETIREMENT**

The drivers who retire from the school system after fifteen (15) years of employment or at the age of seventy (70), shall receive athletic passes. Maximum retirement age for bus drivers is seventy (70) years. No school year will be started by a driver after they have attained the age of seventy (70).

**ARTICLE XXIII**  
**BINDING EFFECTIVE AGREEMENT**

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

**ARTICLE XXIV**  
**SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

**Section 1.**

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the Board and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

**Section 2.**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

### **Section 3.**

If any provision of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of this Agreement shall govern the relation of the parties hereunder. The parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

### **ARTICLE XXV NO STRIKE CLAUSE**

The Union and Board recognize that strikes and other forms of work stoppages 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 peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

### **ARTICLE XXVI TERMINATION AND MODIFICATION**

- (a) This Agreement shall continue in full force and effect until **June 30, 2000**.
- (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 case 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, provided that such termination will not be effective prior to the expiration of the ninety (90) calendar day period in the original notice

of amendment. 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.

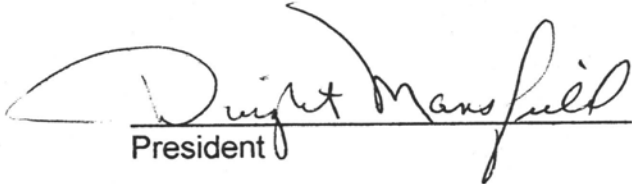
(d) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, the International Union of Operating Engineers, Local 547 - A, B, C, E, H - AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if to the Board addressed to the Morenci Area Schools, 500 Page Street, Morenci, Michigan 49256, or to any other address the parties may make available to each other.

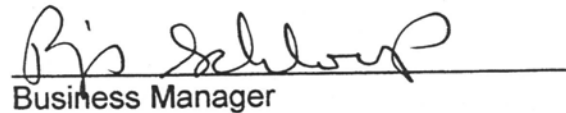
(e) The effective date of this Agreement is **July 1, 1997**.

IN WITNESS WHEREOF: the parties hereto have caused this agreement to be executed.

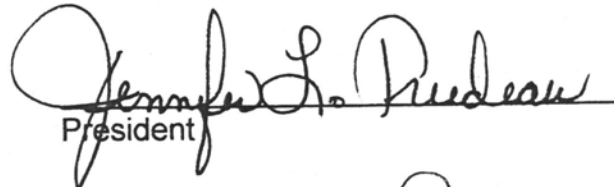
**MORENCI AREA SCHOOLS  
BOARD OF EDUCATION**


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

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Business Manager

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Recording/Corresponding Secretary

## SCHEDULE A

### WAGES

	<u>7/01/97</u>	<u>7/01/98</u>	<u>7/01/99</u>
Daily Rate	\$34.15	\$35.18	\$36.14
Kindergarden Runs (if applicable)	\$22.45	\$23.12	\$23.76
Vo-Tech Runs	\$ 9.04/hour	\$ 9.31/hour	\$ 9.57/hour
Sports Runs	\$ 9.16/hour	\$ 9.44/hour	\$ 9.70/hour
Special Ed Runs	\$10.79/hour	\$11.11/hour	\$11.42/hour

### Longevity

05 thru 09 years	\$ .28 per day
10 thru 14 years	\$ .56 per day
15 thru 19 years	\$ .84 per day
20 thru 24 years	\$ 1.12 per day
25 thru 30 years	\$ 1.40 per day

The longevity shall apply to the daily rate only.

The Board agrees to pay the difference between the driver's regular driver's license and their C.D.L. (drivers who have already received their C.D.L. will be reimbursed upon written request with proof of payment).

## SCHEDULE B

Reimbursement for meals while on field trip:

1. The driver will be reimbursed for meals if the person in charge of the trip requests them to stop where the bus driver's meals are not provided.
2. Drivers will be paid a meal allowance when they attend bus driving school.

## CONDITIONS OF EMPLOYMENT

### Employee Qualifications and Training

1. The employee shall be mentally and physically competent.
2. The employee shall be clean and neat in appearance, refrain from the use of tobacco while driving or in the presence of school children, refrain from smoking on a school bus within one (1) hour of the use of the bus by pupils, use no profane language in the presence of the students, and at no time while on duty be under the influence of intoxicating liquor or drugs other than prescribed drugs.
3. Persons considered for employment as school bus drivers must be at least eighteen (18) years of age. A school bus driver will no longer be eligible for employment at age seventy (70).
4. The employee will study and observe all State, County, and Local laws and regulations relating to the service of transportation.
5. The employee must pass a physical examination and a TB test as required by law. At the request and expense of the Employer, an employee shall be required to take additional physical examination to determine physical fitness for driving.
6. Persons being employed as school bus drivers must be capable of obtaining and retaining a valid State issued Michigan School Bus Driver Safety Education Certificate. Therefore, each person so hired shall attend and participate in conferences and training classes as required to obtain such certificate within State specified time limits and paid for at the current hourly rate.
7. The employee must be capable of obtaining and retaining a Michigan Chauffeur's license, Endorsement #3.