

(Bus Drivers)

8-31-75

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

A G R E E M E N T

between

AIRPORT COMMUNITY SCHOOLS

hereinafter referred to as the Employer

and

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

hereinafter referred to as the Union

ARTICLE I

PURPOSE

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

ARTICLE II

UNION RECOGNITION, UNION SECURITY AND CHECK-OFF

Section 1. Union Recognition

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

B. The term "employee" as used herein shall include all employees in the classifications listed in Schedule A.

Airport Community Schools

Mr. Richard Booth
Airport Community Schools
11270 Shafter Road
Cassette, Mich. 48117

Section 2. Union Security

A. It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union in good standing of the effective date of this Agreement shall remain members in good standing and those employees of the Employer covered by this Agreement who are not members of the Union on the effective date of this Agreement shall, on or before the ninety-first (91) calendar day following the effective date of this Agreement, or on or before the ninety-first (91) calendar day following the beginning of such employment either become and remain members in good standing of the Union or contribute to the Social Welfare Fund an amount of money equal to the amount charged all other employees to join the Union plus dues as charged all other employees.

B. Joining the Union or contributing to the Social Welfare Fund shall be a required condition of employment for all employees covered by this Agreement.

C. If the Union refuses to accept any person eligible for permanent employment said person may continue in employment, providing his work is satisfactory to the Employer, by contributing to the Social Welfare Fund in the manner previously mentioned.

D. Monies of the Social Welfare Fund will be placed in a separate account of the Employer and will be disbursed as a committee composed of two Union personnel and two representatives of the Employer deem advisable at such times as either group may desire. Monies of the Social Welfare Fund will not be disbursed to the Employer or the Union.

Section 3. Check-Off

A. The Employer shall deduct the initiation fee and Union dues from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on

or before the fifteenth (15th) day of each month, following that month 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 Employer an authorization card signed by the employee from whose pay said deductions are to be made.

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

ARTICLE III

NON-DISCRIMINATION

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

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 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. The Superintendent of Schools or his designated representative shall accompany the Union on such visits.

ARTICLE V

STEWARDS

A. The Employees shall be represented by a Chief Steward who shall be made known to the Employer and who shall be chosen or selected in a manner determined by the employees and the Union.

B. Reasonable arrangements may be made to allow the Chief Steward time off, with pay, for the purpose of investigating grievances and to attend grievance and negotiating meetings after arrangements have been made with his supervisor.

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

ARTICLE VI

SAFETY PRACTICES

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

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

C. Repeated notices of job hazards, which do not turn out to be substantiated, shall be cause for written warning. Continual unsubstantial notices shall be subject to Article XI.

ARTICLE VII

JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency.

ARTICLE VIII

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members nor shall 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 IX

SENIORITY

A. A newly hired full time employee shall be on probationary status for ninety (90) calendar days taken from and including the first day of employment. A substitute employee shall not be on probationary status until such time as he is hired on a full time basis. If at any time prior to the completion of the prescribed probationary period, the employee's work is unsatisfactory he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees, who are absent during the prescribed probationary period, shall work additional days equal to the number of days absent and such employees shall not have completed his probationary period until these additional days have been worked.

B. After satisfactory completion of the probationary period the seniority date of the employee shall be retroactive to date of hire.

C. Employees shall be laid off, recalled or demoted according to their seniority in their classification. An employee on scheduled lay off shall have the right to displace a lesser seniority employee who is on a classification previously held by the employee; provided, the senior employee is qualified to hold the position held by the least seniority employee.

D. An employee will lose seniority for the following reasons:

- a. he resigns
- b. he is discharged for just cause

E. An agreed to seniority list shall be made available to each employee covered by this Agreement on or about July 1 of each year, such list shall contain date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into the classification.

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

ARTICLE X

TRANSFERS AND PROMOTIONAL PROCEDURE

A. Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from 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, he has the necessary qualifications to perform the duties of the job involved. 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; the hours to be worked; and the classification.

B. Any employee temporarily transferred from his classification to another classification within the bargaining unit shall be paid either the rate of the position from which he is transferred or the rate of the position to which he is transferred, whichever is higher.

C. Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to extend the temporary transfer beyond the thirty (30) calendar day time period. In the event that it is not mutually agreeable between the parties to extend the temporary transfer beyond the thirty (30) calendar day time period, the position shall then be considered an open position and posted.

ARTICLE XI

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. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, dishonesty, insubordination or willful violation of agreed upon Employer's rules.

ARTICLE XII

NEW JOBS

A. The Employer shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Employer, shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred

When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the Employer has the right to develop and establish such new or revised job descriptions, specification and classifications rates of pay and to place them into effect. Whenever new buildings or a job is made operational, the Employer shall establish the job description.

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

ARTICLE XIII

LEAVE OF ABSENCE

A. An employee who, because of illness or accident which is non-compensable under the Workmen's Compensation Law, is physically unable to report for work, may be given a leave of absence without pay and without loss of seniority for a period up to one (1) year for such disability, which may be extended by mutual agreement between the parties provided he promptly notifies the Employer of the necessity therefor and provided further that he supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.

B. Leaves of absence without pay may be granted for up to 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 without pay may be granted for reasonable periods of time for training related to an employee's regular duties in an approved educational institution.

D. The employee may take a pregnancy leave of absence without pay any time prior to but no later than the fifth (5th) month of pregnancy. In either case, the employee shall then be granted a leave of absence for a period of time not to exceed six (6) months from the date of the birth of the child. The employee shall be required to furnish the Employer with medical verification from a physician of the Employer's choice in regard to the health of the employee before the employee shall be permitted to return to work. The employee who would meet the above mentioned requirements would have all job and recall rights.

E. The reinstatement rights of any employee who enters the military service of the United States by reason of an act of law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

F. Leaves of absence without pay will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

G. 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 seniority during his term of office and at the end of such term he shall be entitled to resume his regular seniority status and all job and recall rights.

H. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested and a copy sent to the Union. Leaves may be granted at the discretion of the Employer for reasons other

than those listed above when they are deemed beneficial to the Employer. Employees shall be subject to discharge if found working on another job during an approved leave of absence.

ARTICLE XIV

GRIEVANCE PROCEDURE

Definition:

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

Step One

- A. An employee having a grievance shall present it orally to his Supervisor.
- B. If the grievance is not settled orally, the employee, within twenty-four (24) hours, may request the Supervisor to 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 and his Supervisor shall sign the grievance.
- C. The grievance shall be submitted to the Supervisor within five (5) working days from the date of Step One, A, above.

Step Three

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

Step Four

- A. Any appeal of a decision rendered by the Supervisor shall be presented in writing to the Superintendent of Schools, stating the reason, or reasons, why the

decision of the Supervisor was not satisfactory, within five (5) working days from the decision rendered by the Supervisor.

B. The Superintendent of Schools shall then meet with a Business Representative of the Union within five (5) working days from the date of submission of the appeal of the grievance to the Superintendent of Schools.

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

Step Five

A. Any appeal of a decision rendered by the Superintendent 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 a decision in writing relative to the grievance within fifteen (15) calendar days of its meeting with the Business Representative of the Union.

Step Six

A. The appealing party shall within fifteen (15) calendar days of receipt of the written decision of the Board of Education request the American Arbitration Association to submit a list of five (5) persons. The representatives of the Employer and the Union shall determine by lot the order of elimination, and thereafter each shall in that order alternately eliminate one (1) name until only one (1) remains. The remaining person shall thereupon be accepted by both parties as the Arbitrator.

B. The Arbitrator, the Union or the Employer may call any employee as a witness

in any arbitration hearing.

C. Each party shall be responsible for the expense of the witnesses that they may call.

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

E. The fees and expenses of the Arbitrator shall be shared, equally by both parties.

F. The Arbitrator shall render his decision within thirty (30) calendar days from the date of the conclusion of the Arbitration hearing.

G. The decision of the Arbitrator shall be final and conclusive and binding upon all employees, the Employer and the Union.

ARTICLE XV

HOURS AND WORK WEEK

Section 1

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

B. The normal work day shall be eight (8) consecutive hours plus a one-half (1/2) hour unpaid lunch period.

C. When changes in shift schedules are necessary due to operating conditions, the matter will be discussed with the Union and if agreement cannot be reached the schedule proposed by the Employer shall be worked subject to the Union's right to grieve.

D. The bus driver shall be paid a minimum of one (1) hour's pay for any bus run.

Section 2

Overtime rates will be paid as follows:

Time and one-half (1 1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one work week, for which overtime has not already been earned.

Section 3 Distribution of Overtime

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

Section 4 Extra Bus Runs

- A. When extra bus runs are required they will be divided and rotated equally among all of the regular bus drivers who have worked less than forty (40) hours for that work week.
- B. Extra bus runs are defined as those bus runs not normally scheduled daily.
- C. In a case where all volunteer drivers being at the forty (40) hour limit, the extra bus run will go to the top seniority bus driver regardless of the hours worked.
- D. Rotation of extra bus runs will be made so that extra time will be divided as evenly as possible.
- E. Notification of extra runs will be posted five (5) days in advance. Eligible bus drivers will be posted according to seniority for these particular runs. Drivers interested will initial and indicate yes or no. On the third day of posting, the assignment will be made. Those names without initials will not be considered. Those drivers not wishing to participate in extra runs are required to sign a statement to such effect.

Section 5 Substitute Bus Runs

A. Substitute bus runs are regularly scheduled bus runs which require a replacement driver.

B. Substitute bus runs will be rotated equally according to seniority among all the substitute bus drivers.

C. In the case where the bus driver gives less than one (1) hour notice that he must be replaced, then the Employer may secure whoever is available, including the Transportation Director, to make that particular run if necessary.

D. Non-authorized passengers will not be allowed on the buses.

Section 6 Job Related Duties

A. The Employer shall pay the bus driver the regular straight time hourly rate of pay for the actual hours worked for any job related duties which are required of him by the Employer. The exception will be a maximum of four (4) two (2) hours general meetings to be held during the school year.

B. The Employer shall pay the bus driver one (1) hour straight time pay for each bus route map that the bus driver routes for his bus run or runs.

ARTICLE XVI

SICK LEAVE AND FUNERAL LEAVE

Section 1 Sick Leave

A. Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month with a limit of one hundred and seven (107) days. One (1) day sick leave per month is only earned for months that employee draws pay check from the Employer.

B. Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness, pregnancy, injury or for medical, dental,

or optical examination or treatments. Sick leave shall also be granted when a member of the immediate family of the employee is afflicted with a contagious disease and requires the care and attendance of the employee, or when exposure to contagious disease, the presence of the employee at his employment position would jeopardize the health of others.

C. Records of sick leave accumulated and taken shall be available to the employee or the Union upon request.

D. In the event a sick and accident plan is granted to any other employee groups during the life of this Agreement, the union will have the right to review and institute an identical plan.

Section 2 Funeral Leave

A. All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to mean any person with whom the employee has been in close association and whose illness or death has a real meaning to said employee. Additional time off for traveling to said funeral shall be granted and such additional time shall be charged to sick leave.

B. Employees may be granted time off to attend the funeral of non-family members at the discretion of the Building Principal or Supervisor.

Section 3 Personal Business Days

Leave of absence with pay not chargeable against the employee's sick leave will be granted as follows:

1. Two (2) days each school year for legal, business, or family matters which require absence from regular working assignment will be allowed.

Application for such leave will be made at least twenty-four (24) hours

before taking such leave (except in the case of emergencies) and is subject to the approval of the Building Principal.

ARTICLE XVII

HOSPITALIZATION

The Employer shall pay the total cost of the Blue Cross-Blue Shield MVF-1 Semi-Private or M.E.A. Hospitalization insurance for the employee and shall pay the additional cost of those employees who carry such insurance for their dependents, for every month that the employee works for the Employer, provided that the employee is not covered by another carrier.

An employee may choose as an alternate to benefits provided under this article (Hospitalization) the following scale for dental insurance:

1st twelve (12) months of contract not to exceed \$13.50 per month

2nd twelve (12) months of contract not to exceed \$14.50 per month

3rd twelve (12) months of contract not to exceed \$15.50 per month

for every month that the employee works for the Employer. Any amount over the above scale shall be deducted from the employee's salary.

ARTICLE XVIII

HOLIDAYS

A. The Employer will pay the normal day's pay for the following holidays for all employees covered by this Agreement, even though no work is performed by the employees:

New Year's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Labor Day	Good Friday
Thanksgiving Day	Day before or after Memorial Day if school is not in session

B. Employees required to work on any of the above-named holidays shall

receive double time for hours worked in addition to the regular holiday pay.

C. 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.

ARTICLE XIX

DRIVER LICENSING

Bus drivers shall obtain a chauffer's license as issued and approved by the State of Michigan before they shall be allowed to operate a school bus. The cost of this license shall be paid by the Employer annually provided the employee completes a full work year. Reimbursement will be made by check other than the salary check.

ARTICLE XX

UNIFORMS

A. The Employer shall reimburse each one of the Cooks for three uniforms per year, providing the employee furnishes a receipt of the total cost of such uniforms to the Employer.

B. Bus drivers will purchase their own windbreaker type jackets (all jackets will be identical). Reimbursement will be to all bus drivers who are assigned a regular bus run only.

One third (1/3) year reimbursement at the end of the first (1st) full year of regular employment.

One third (1/3) year reimbursement at the end of the second (2nd) full year of regular employment.

One third (1/3) year reimbursement at the end of the third (3rd) full year of regular employment.

ARTICLE XXI

PHYSICAL EXAMINATIONS

Bus drivers shall annually be given a physical examination at times, dates and places to be determined by the Employer and conducted by a physician appointed by the Employer. The Employer shall pay for the cost of their examination.

ARTICLE XXII

ACT OF GOD

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

ARTICLE XXIII

JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service less any compensation received for such jury service, up to a period of sixty (60) days, provided the Employer is unable to obtain a waiver. This clause covers only day time employees.

ARTICLE XXIV

FRINGE BENEFITS

Fringe benefits will be paid on a prorated basis of

20 to 40 hours regularly scheduled	-	full benefits
10 to 20 hours regularly scheduled	-	1/2 benefits
under 10 hours regular schedule	-	no benefits

ARTICLE XXV

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be

considered engaged in the type of work and classification as set forth on Schedule A attached hereto and made a part hereof by reference.

ARTICLE XXVI

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1

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

Section 2

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

Section 3

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

ARTICLE XXVII

BINDING EFFECTIVE AGREEMENT

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

TERMINATION, CHANGE OR AMENDMENT

A. This Agreement shall continue in full force and effect until August 31, 1975.

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

C. If either party desires to modify this Agreement it shall ninety (90) days prior to the termination date of any subsequent termination date give written notice of amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendment 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 addressed to the International Union of Operating Engineers, Local 547, AFL-CIO, 13020 Puritan, Detroit, Michigan 48227, and if to the Employer addressed to the Airport Community Schools, 11270 Grafton Road, Carleton, Michigan 48117 or to any other such address the Union or the Employer may make available to each other.

E. The effective date of this Agreement is September 1, 1972.

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

AIRPORT COMMUNITY SCHOOLS

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

President

Business Manager

Secretary

President

Recording-Corresponding Secretary

SCHEDULE "A"

SALARY SCHEDULE

Effective September 1, 1972

Classification

Base Rate

	<u>1972-73</u>	<u>1973-74</u>	<u>1974-75</u>
Bus Drivers	\$3.74	\$3.90	\$4.10

Extra Trips - Bus drivers will be paid their hourly rate for actual driving time and one-half (1/2) hourly rate for holdover waiting time.

	<u>1972-73</u>	<u>1973-74</u>	<u>1974-75</u>
Cooks	\$2.90	\$3.05	\$3.20