

June 30, 1975

23.22.

AGREEMENT

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

OCT 11 1974

between

THE SPRINGPORT PUBLIC SCHOOLS

and

THE INTERNATIONAL UNION OF

OPERATING ENGINEERS, LOCAL 547

Springport Public Schools

A G R E E M E N T

between

THE SPRINGPORT PUBLIC SCHOOLS

hereinafter referred to as the "Employer"

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 547

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

herein after 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; CHECK OFF

Section 1. UNION RECOGNITION

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

(b) The term "employee" as used herein shall include all Bus Drivers but excluding substitutes, on-call employees, supervisors and all other employees, employees of the Employer.

Section 2. UNION SECURITY

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

any employee as regards such matters.

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

(c) The Employer agrees that as a condition of continued employment all present and future employees within the bargaining unit pay equally for benefits received and assume their fair share contained in this Agreement and each such employee shall either become and remain members in good standing or they shall pay to the Union an amount of money equal to the regular monthly dues, but shall not include any special increases or other requirements of the Union for special support from its members.

1. Present employees not members of the Union on the effective date of this Agreement shall, on or before the Sixty-first (61st) calendar day following the effective date of this Agreement or the signing date of this Agreement, whichever is later, shall become a member in good standing or tender such fees as is set forth in Section C above. New employees hired after the effective date of this Agreement shall, on the Sixty-first (61st) calendar day of employment, become a member of the Union or tender an amount equal to such fees as set forth in Section C above.
2. The Union shall accept such initiation fees and periodic dues and if requested shall accept into the membership each employee who becomes eligible to

become a member of the collective bargaining unit, who tenders to the Union the initiation fees and periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

3. The Union assumes full responsibility for the validity and legality of such employee's deductions as are made by the Employer pursuant to this Article and agrees to indemnify and save the Employer harmless by virtue of such collections and payments to the Union.
4. The Union shall indemnify and save the Employer harmless against any and all claims, demand, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer, as a result of complying with this Article.
5. The Employer agrees that, upon hiring any new employees who are covered by this agreement, the Employer shall send a letter advising the Union of the name and date of hire of the new employee.

Section 3. CHECK OFF

(a) The Employer shall deduct the initiation fee and Union fee dues from each employees 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, and 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 Civil Right. Accordingly, both

parties reaffirm by this Agreement the commitment not to discriminate against any person or persons of race, creed, color, religion, sex, age or national origin.

ARTICLE IV

RIGHTS OF THE BOARD OF EDUCATION

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

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

therein, the institution of new and/or improved methods or changes therein.

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

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

ARTICLE V

VISITATION

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the

Employer's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for 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, and shall in no way interrupt or hinder the performance or continuation of work on the part of the employees.

ARTICLE VI

STEWARDS

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

(b) Arrangements may be made to allow the Chief Steward time off with pay for the purposes of investigating grievances and to attend grievance and negotiating meetings, if arrangements have been made with his Supervisor.

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

ARTICLE VII

SAFETY PRACTICES

(a) The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work, as stipulated and provided for by the law in the State of Michigan.

(b) The employee will be expected to 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 hazzard to the employee.

ARTICLE VIII

JURISDICTION

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

ARTICLE IX

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 not to discriminate against any of its members, not shall the use of contracting result in the reduction of the present work force as is now in effect, not in the event of the extension of service shall contracting be used to avoid the performance of work covered under this Agreement.

ARTICLE X

DISCIPLINE OF STUDENTS

It will be the job of the Bus Driver to maintain discipline on the bus.

- (a) Whenever disciplinary problems involving any student or students at the Bus Drivers bus run would occur, the Bus Driver would first give the student or students an oral warning (s).
- (b) If the student or students continue to be a disruptive or disorderly person(s), endangering the safety of the passengers or depriving other students of their rights as riders, the bus driver will then give a copy of the violation of the bus riding rules to the

students(s) involved, to be delivered to the parent, signed and returned to the building principal to be forwarded to the superintendents office, one copy of the violation to be sent to the superintendent via the coordinator of transportation, and a copy to be maintained by the Bus Driver involved.

If the problems continue the superintendent will have a conference with the student(s) and will follow up said conference with a letter to the parents notifying them of the conference and stipulations. A copy of this letter is to go to the bus driver involved. The Bus Driver is to be present at this initial conference and is to be accompanied by the steward or another driver selected by the steward.

(c) In the event that disciplinary problems would then continue with that same student or students, the Bus Driver would then notify the Coordinator of Transportation of that disciplinary problem, and an informal conference would then be scheduled between the Superintendent of Schools, the Coordinator of Transportation, the Bus Driver involved, and the student and his parent or parents, before the student would be allowed to resume riding on any bus as provided for by the school district. The disciplinary problem would be discussed between the parties at the joint conferences in order to attempt to resolve the disciplinary problem and arrive at a solution that is satisfactory to all concerned.

(d) No student is to be suspended from riding a bus by anyone other than the principal or superintendent of schools unless the safety of the bus and passengers is in jeopardy.

ARTICLE XI

SENIORITY

(a) A driver, after having been assigned and has begun driving as a regular driver, shall be on a probationary status for Sixty (60) calendar days taken from and including the first day of employment. If at any time prior to the completion of the Sixty (60) calendar day probationary period the employee's work performance is unsatisfactory, he may be dismissed by the

Employer during this period without appeal by the Union. Probationary employees who are absent during the first Sixty (60) calendar days of employment shall work additional days equal to the number of days absent and such employees shall not have completed his probationary period until these additional days have been worked.

(b) After satisfactory completion of the probationary period, the driver will be placed on the seniority list and seniority and all matter pertaining to benefits shall be retroactive to date of hire as a regular driver.

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

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

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

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

(f) An agreed to seniority list shall be furnished to each employee covered by this Agreement on or about October 1 of each year. Such list shall contain date of hire and date of obtaining seniority, which shall be on the date he obtains regular driver status, and the employee's classification. Seniority in classification shall be as of date of entry into the classification.

ARTICLE XII

TRANSFER AND PROMOTIONAL PROCEDURES

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

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

ARTICLE XIII

ROUTING CHANGES

Section 1. NEW BUS RUNS

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

(b) The new bus run shall be considered as temporary for a period of Thirty (30) calendar days following the date of written notification to the Union.

Section 2. DROPPING A BUS ROUTE

(a) If it is deemed impractical by the Employer to continue a bus route because of the financial cost and/or a drop in the number of students requiring transportation, it shall be the right of the Employer to discontinue the run and to re-assign the remaining passengers to other bus routes. The driver of a discontinued route will be re-assigned according to the assignment and layoff

provisions of this contract. This provision will in no way limit or prohibit the Union's right to grieve.

Section 3. CHANGING A BUS ROUTE

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

ARTICLE XIV

DISCIPLINE DISCHARGE

(a) Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. The employee has the right to defend himself against any and all charges. Among the cause, but not limited to, which shall be deemed sufficient for dismissal, suspension or other disciplinary action at the option of the Employer are the following: Being in possession of alcholic beverages on school property, dishonesty, insubordination, taking an unauthorized leave of absence, absent for three (3) consecutive working days without notifying the Employer or violation of agreed upon Employer's rules, willfully failing to maintain adequate discipline with regard to passengers, and driving in an unsafe manner.

It shall be the Employers right to reduce a Bus Drivers pay up to an amount equal to 3 days pay, regular runs only, for any breach of discipline as determined by the Employer or his agent. This provision shall not limit the employees right to file a grievance if such action is taken.

ARTICLE XV
LEAVE OF ABSENCE

(a) An employee who, because of illness or accident which is not

compensable under the Workman's Compensation Law, is physically unable to report for work and has exhausted all means of compensation from the Employer, shall be granted a leave of absence for a period of time which shall not exceed twelve (12) months. A further leave may be granted at the discretion of the Employer, provided the employee promptly notifies the Employer of the necessity for such extension and provided further that the employee supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the the same is requested by the Employer.

(b) Leaves of absence may be granted at the option of the Employer 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 shall be granted at the option of the Employer for a specified period of time for training related to an employee's regular duties in an approved educational institution.

(d) When ever an employee shall become pregnant, she shall, by the end of her third (3rd) month furnish the Employer with a certificate from her physician stating the approximate date of delivery and any restrictions on the nature of work that she may be able to do and the length of time she may continue to work. With her physician's approval she may be allowed to work as long as she wishes, but the employer will not be held liable for any complications because of working beyond the seventh month or after a doctor has told her she should cease working. When she is required to interrupt her employment upon the advice of her physician, she shall be granted a leave of absence upon written request. Normally an employee shall be expected to return to work three (3) months after delivery unless a doctor's certificate is furnished establishing the fact that she is not able to work. Before returning to work, the employee must be certified by her physician as ready and able to return to her full work assignment.

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

(f) Leaves of absence will be granted to employees who are active in the National 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) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the employee and a copy sent to the Union.

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

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

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

ARTICLE XVI

GRIEVANCE PROCEDURE

Definitions;

Section 1

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

Section 2

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

Section 3

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

Section 4

A grievance presented shall state:

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

Section 5

Any employee grievance or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee became aware of the conditions giving 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 thereafter be considered a grievance under this Agreement.

STEP ONE

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

STEP TWO

(b) The Steward then may submit the grievance in writing to the superin-

tendent stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The employee and the Steward shall sign the grievance.

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

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

STEP THREE

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

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

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

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

STEP FOUR

(a) If 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 decision rendered by the Board of Education, the grievance must be submitted to Arbitration.

(b) The appealing party shall request the American Arbitration Association to submit a list of five (5) persons. The representative of the Employer and the Union shall determine by lot the order of elimination, and thereafter

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

(c) The Arbitrator, the Union or the Employer may call any person as a witness in any Arbitration hearing.

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

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

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

(g) The Arbitrator shall render his decision in writing not later than Thirty (30) calendar days from the conclusion of the Arbitration hearing.

(h) The decision of the Arbitrator shall be final and conclusive and binding upon all Employees, the Employer and the Union.

ARTICLE XVII

HOURS AND WORK WEEK

Section 1

(a) The normal regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 A.M. Monday and ending 120 hours thereafter.

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

Section 2. Reporting Pay

Any employee called to work or permitted to come to work without having been properly notified by no later than 30 minutes prior to the time such driver is scheduled to begin his run, or who has not been notified that there is less than the normally scheduled work, shall receive, in such instances, a minimum payment of one regular run or one hour pay for extra

runs, whichever is applicable. Proper notification will include, but not limited to, announcements made on radio stations.

Section 3. Distribution of Extra Bus Runs

Definition:

Extra bus runs are defined as those bus runs not normally scheduled daily.

(a) At the beginning of each school calendar year, each bus driver shall indicate in writing to the superintendent on forms provided by the employer if they desire to be placed on either the Active or Inactive Seniority List, so that the Transportation Coordinator will have an available listing of all the Bus Drivers who desire to make the Extra Bus Runs. An employee may also be transferred from either the Active Seniority List to the Inactive Seniority List or from the Inactive to the Active Seniority List at any time during the school year, by requesting such form from the Transportation Coordinator and by submitting the proper application in writing to the Transportation Coordinator.

(b) When Extra Bus Runs are to be scheduled, the Transportation Coordinator shall contact the Bus Driver with the highest seniority on the Active Seniority List first. Then, as additional Extra Bus Runs become available, the Transportation Coordinator shall continue to go down the entire Active Seniority List until each Bus Driver has either run an Extra Bus Run or has had the opportunity to take an Extra Bus Run. When all of the Bus Drivers on the Active Seniority List have either driven an Extra Bus Run or have been asked, and refused to drive an Extra Bus Run, the Transportation Coordinator shall then once again go to the most senior Bus Driver on the Active Seniority List and again continue to rotate all the Extra Bus Runs according to seniority among all the Bus Drivers on the Active Seniority List. When extra runs are scheduled for and accepted by a Bus Driver, it shall be proper for the coordinator or transportation clerk to obtain a substitute driver for any regularly scheduled runs the driver may miss because of time conflicts.

(c) In the event that all of the Bus Drivers on the Active Seniority List refuses the Extra Bus Run or runs, the Employer may require the least seniority Bus Driver on the Active Seniority List to take the Extra Bus Run or runs.

(d) When there would not be enough Bus Drivers on the Active Seniority List to meet the needs of the Employer, the Employer may then require the least senior employee or employees on the Inactive Seniority List to take the Extra Bus Run or Runs.

Section 4. Substitute Bus Runs.

Definition:

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

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 individually at the rate of ten (10) days per year with a maximum of seventy (70) days accumulation. If hired after the beginning of the year, sick leave days will be given on the basis of one day per month of employment.

(b) Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness, injury or for medical, mental or optical examination or treatment if unable to obtain same during non-scheduled work hours. Sick leave limited to one (1) day, shall be granted for illness or employer approved emergency within the immediate family and to be deducted from sick leave.

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

(d) Employees shall receive full pay for unused sick leave of the last full year of employment (maximum of ten (10) days) upon retirement under the

provisions of the Michigan Public Retirement regulations and after a minimum of 10 years of employment by Employer.

Section 2. Funeral Leave.

All employees shall be granted up to five (5) working days off with pay for a death of the employee's spouse, children, or parents of employees or spouse. Three (3) days for grandparents, brother or sister of the employee or their spouse. Additional time off with pay and deductible from sick leave or emergency; business leave, depending on the reason for the extension, can be granted by the employer provided the employee can document to the employer the need for additional time.

Section 3. Emergency Business Days.

Employees shall be granted up to two (2) days per year for emergency business that cannot be conducted outside of the employee's normal working hours, not deductible from annual sick leave.

ARTICLE XIX

HOLIDAYS

(a) The Employer shall pay the normal day's pay for the following holidays for each employee covered by this Agreement, even though no work is performed by the employee:

New Year's Day Thanksgiving Labor Day Christmas Day Memorial Day

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

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

ARTICLE XX

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 on a yearly basis, in a separate check at the end of the year of a pro rated basis and upon completion of the school year.

ARTICLE XXI

PHYSICAL EXAMINATION

Each employee covered by this Agreement shall annually be given a physical examination at time, dates and by a doctor to be determined by the Employer. The Employer shall pay the total cost of such examination. If by another doctor, the employee will be reimbursed up to \$7.50 for the examination.

ARTICLE XXII

NO STRIKE AGREEMENT

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

ARTICLE XXIII

JOB RELATED TRAINING

Each employee covered by this Agreement will have their full tuition, expenses occurred, and the current wage paid to attend the State approved Bus Driver's School annually equal to an amount approved by the Department of Education for re-imbusement.

ARTICLE XXIV

JURY DUTY

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

ARTICLE 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 classifications as set forth on Schedule A attached hereto and made a part hereof by reference.

ARTICLE XXVI

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXVII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1

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

Section 2

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

Section 3

If any Article or Section on this Agreement or any supplements thereto should be held invalid by Operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be effected thereby.. The parties shall reconsider any invalid or restrained portion of this Agreement through the operation of Article XXIII.

ARTICLE XXVIII

MEETINGS

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

ARTICLE XXIX

TERMINATION AND MODIFICATION

(a) The effective date of this Agreement is July 1, 1974.

(b) If either party desires to terminate this Agreement it shall Ninety (90) calendar days prior to the termination date tiven 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 on Ninety:(90) calendar days written notice prior to the current year of termination.

(c) If either party desires to modify or change this Agreement it shall Ninety (90) calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment desired. If notice of amendment of this Agreement has been given in accordance with this paragraph,

this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(d) Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, The International Union of Operating Engineers, Local 547, AFL-CIO, 13-2- Puritan Ave., Detroit, Mich. 48227 and if to the Employer addressed to the Springport Public Schools, Main Street, Springport, Michigan 49284.

(e) This Agreement shall continue in full force and effect until June 30, 1975.

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

SPRINGPORT PUBLIC SCHOOLS

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

Wesley S. Paine
PRES.

Robert B. Ross
Business Manager

J. Chester Bety
Sec'y.

Richard Kimmel
President

JO Furdan
Recording-Corresponding Secretary

MISCELLANEOUS PROVISIONS

1. If assigned to a regular run before the 15th day of the month, one day for the month will be allowed for sick leave, but if on or after the 15th, no day will be allowed for that month.
2. Runs should not exceed an average of 25 miles per round trip.
3. Extended and overnite trips are to be negotiated. Trial runs, if authorized, will be paid for at one-half time.
4. An employee who reaches the age of 65 on or before June 30th of the then current school year shall retire at the end of that school year unless he shall make a request for extension of his employment to the Board in writing. Extensions of the mandatory retirement age shall be a matter of discretion with the Board.
5. All cases of accidents, injury or assault involving employees or students growing out of exercise of employee duties or school activities shall be reported to the superintendent promptly.
6. Complaints by parents or students pertaining to employees shall be called to the attention of the employee when in the judgement of the superintendent or direct supervisor such information will be of help to all the ones concerned.
7. Assignment of regular morning and afternoon runs, kindergarten runs, and special education runs will be made on a seniority basis.
8. New buses will be assigned to those drivers on regular special education and vocational school runs. Buses that have been used on such runs and replaced will be assigned to drivers of the oldest buses or buses deemed most unusable by the superintendent.
9. The Board of Education reserves the right to require a physician's statement upon return from absence because of illness or injury.

SCHEDULE A

SALARY SCHEDULE

Effective July 1, 1974

<u>Classification</u>	<u>Probationary Rate*</u>	<u>Base Trip*</u>
Regular Bus Driver	\$4.75 trip	\$5.15 trip
Kindergarten Bus	4.75 trip	5.15 trip
Special Education Runs:		15.45 day
Vocational Center Run		15.90 day

*(To be increased by 5% if retirement is not paid)

Extra Runs- \$2.80 per hour + \$.03 per mile for each mile driven over 75 miles round trip.

The regular Bus Driver who makes an extra bus run shall be paid the proper rate of pay from time of departure until time of return. Any driver who drives an extra bus run shall be paid no less than three (3) hours pay for the extra run. If the driver misses a regular run while on an extra run, he shall be paid the rate for regular run and not the rate for an extra run only for the period of time he would have normally been on the regular run(s).

The driver will be in charge of all operations while the bus is in motion and or until the passengers are delivered at their destination or returned to their home school. For extended periods, when the bus is not in operation, the chaperones are to be in charge of the group.

Teachers, (including coaches) and chaperones are to assist the driver in maintaining discipline, are responsible for seeing the bus is left clean of litter at the end of the trip, are to supervise any permissible eating or drinking on the bus, and are to see that their load is complete and only includes those who should be riding.

Any meal allowance made will be so designated by the coordinator on the trip sheet before it is given to the driver.

JOB DESCRIPTION
BUS DRIVER

Transported Pupils

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

Traffic Caution

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

Use of Equipment

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

Accident Reports

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

Schedules

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

Operation

1. To operate the signal lights when stopping the bus to load or unload passengers, except within city limits unless local ordinances direct use of signals. This should be observed, regardless of whether or not pupils are to cross the highway when leaving the bus.
2. To make sure that all children are off the bus before filling the gasoline tank.
3. To operate the bus always with the clutch engaged, except when coming to a stop, and to stop the motor and set the brakes before leaving the bus.
4. To place the gear shift in neutral when bus has been brought to a stop to load or unload pupils.
5. To bring the bus to a stop at a safe distance from the track when approaching a railroad crossing, regardless of whether bus contains passengers. The driver shall not proceed across the tracks until he has looked carefully in each direction and has opened the door and listened for the sound of an approaching train and assured himself that it is safe to proceed.
6. To drive always at a safe speed.
7. To avoid unnecessary backing of buses on school grounds, and when necessary to back them to accomplish this with proper signals from a responsible person on the grounds.

Maintenance

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

Records, Repairs, and Accounting

1. To prepare reports and keep all records required and assist school officials in mapping bus routes and planning schedules.
2. To report complaints requiring attention of school authorities.
3. To report any accident in which the bus or pupil passengers are involved, such reports to be made on special forms which shall at all times be carried in the bus.
4. To report any hazards arising which offer an actual or potential threat to the safety of children in his care. This includes the reporting of questionable stops and routes as to safety.
5. To report cause for failure to maintain the school bus time schedule.

PRE-TRIP CHECK LIST

DRIVERS

I. DRIVER'S COMPARTMENT

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

II. OTHER INTERIOR CHECKS

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

III. EXTERIOR CHECKS

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

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