

AGREEMENT

Between SPRINGPORT PUBLIC SCHOOLS
BOARD OF EDUCATION

Bus Drivers

300 W Main Street PO Box 100
Springport, Michigan 49284

August 21, 2014 - June 30, 2016

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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 ensure true collective bargaining, and to establish standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE II

BARGAINING RIGHTS CHECK-OFF

Section 1. Recognition

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

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

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

ARTICLE III

NON-DISCRIMINATION

The Board and the Bus Drivers both recognize their responsibilities under Federal, State and local laws pertaining to Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to unlawfully discriminate against any person or persons on account of race, creed, color, religion, sex, age, national origin, marital status, or disability. Any alleged discrimination may be processed as a grievance through the steps, up to and including the Board level, but shall not be subject to arbitration. This Article shall not negate the employees' rights as provided in the Civil Rights Act.

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 in, and be exercised exclusively by the Board, without prior

negotiations with the transportation employees 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 operation, and to direct the working forces and affairs of the School District.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and the scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business or school hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign 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 of organization, provided that the Board shall not abridge any rights of employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

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

ARTICLE V

REPRESENTATION

(a) The employees shall be represented by elected representation, which shall be chosen or selected in a manner determined by the regular bus drivers.

ARTICLE VI

SAFETY PRACTICES

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

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

ARTICLE VII

JURISDICTION

Employees of the Board not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purposes of instructional training, experimentation, or in cases of emergency, 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 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 bus driver employees or to discriminate against any of its members.

ARTICLE IX

DISCIPLINE OF STUDENTS

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

ARTICLE X

SENIORITY

Section 1.

A Driver, after having been assigned, and who has begun driving as a regular Driver, shall be on a probationary status for fifty (50) work days, taken from and including the first (1st) day of employment. While on probation, Drivers will not be eligible for extra trips unless seniority Drivers are not available.

If at any time prior to the completion of the probationary period the employee's work performance is unsatisfactory, he may be dismissed by the Board without appeal. Probationary employees who are absent during the probationary period shall work additional days equal to the number of days absent, and such employees shall not have completed their probationary period until these additional days have been worked.

Section 2.

After satisfactory completion of the probationary period, the employee will be placed on the seniority list, and seniority and all matters pertaining to benefits, except insurance benefits, which shall commence as set forth in Article XXVII, 1(e) shall be retroactive to the date of hire, the first day actually reporting to work.

Section 3.

Employees shall be laid off, recalled or demoted according to their seniority in the classification, and then within their department, and any employee must be considered qualified by the supervisor to perform the duties of an available position. Any upgraded assignment made, pursuant to this section, shall be considered probationary for a period of thirty (30) working days, and will become permanent if the work is satisfactory.

Section 4.

An employee will lose his seniority for the following reasons:

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

Section 5.

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

Section 6.

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

ARTICLE XI

TRANSFER AND PROMOTIONAL PROCEDURES

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

(b) When all of the regular Bus Drivers have either bid or had the opportunity to bid on a vacancy or newly created bus run, and a vacancy still exists, the vacancy shall be filled by the Employer.

ARTICLE XII

BUS ROUTES

Section 1. Regular Bus Runs

(a) Single bus runs are regularly scheduled morning pick-up and afternoon take home (elementary or secondary), and regularly scheduled kindergarten, special education, town and career center runs, when these runs exist.

(b) Double bus runs are regularly scheduled morning pick-up (elementary and secondary), and afternoon take home (elementary and secondary). Whenever practical, a specific route, i.e. pick-up and deliver the same group of students, will be assigned to a single Driver. Route assignment shall be by seniority.

Section 2. New Bus Runs

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

(b) The new bus run shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Unit. After thirty (30) calendar days, the run shall become a regular run, or be terminated.

(c) Trial runs, if authorized, will be paid for at one-half (1/2) time.

Section 3. Dropping a Bus Route

If it is deemed impractical by the Board to continue a bus route because of the financial cost and/or a drop in the number of students requiring transportation, it shall be the right of the Board to discontinue the run and to re-assign the remaining passengers to other bus routes.

Section 4. Changing a Bus Route

(a) No changes of stops or in direction of routing are to be made by anyone other than the Superintendent or his designee, once the route has been established by the Superintendent or his designee. Should it become necessary to consider changing any routes from double runs to single runs during the term of this Agreement, it is agreed that the parties will hold a special conference to discuss the impact of such a change before a decision is finalized.

(b) A Driver may request a change in routing, in writing, to the Superintendent or his designee, who is to reply to said request within five (5) working days of receipt of such a request. The request is to state the old route, the new route requested, and reasons for the change.

(c) When students move out of or into the District, stops will be added or dropped to accommodate these students, and the Superintendent or his designee is to be notified in writing of such change in stops, and the reason for such change.

Section 5. Discontinued Runs

When a run is discontinued as provided in Section 3 above, or changed by more than twenty (20) minutes per day as provided in Section 4 above, all runs shall be packaged by the Board and assigned on a seniority basis as provided in Article XVIII, Section 3.

Section 6. Substitute Exchange Runs

In the event the superintendent or the transportation supervisor determine an emergency need to assign a substitute to a specific route that they are familiar with, due to the absence of a regular driver, a regular driver will be reassigned to the vacant route for the absence period. This will be used only as need to ensure the safe and timely transport of the students.

ARTICLE XIII

DISCIPLINE/DISCHARG

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

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

ARTICLE XIV

LEAVES OF ABSENCE

Section 1. Paid Leaves

(a) Sick Leave

1. 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 ninety (90) days accumulation. If hired after the beginning of the year, sick leave days will be given on the basis of one (1) day per month of employment. Each employee covered by this Agreement shall be entitled to sick leave hours based on regular district bus runs that transport students to school and take them home at the end of the regular school day. Drivers will not be paid, or charged sick time for extra trips or extra runs that are funded by grants outside of the general fund budget.

2. Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness, injury or for medical, mental or optical examination or treatment, if unable to obtain same during non-scheduled working hours. Accrued sick leave limited to one (1) day per occurrence, and two (2) days per year, shall be granted for serious illness of the employee's spouse, children, or parents requiring the presence of the employee. Additional accrued sick days may be used for serious family emergencies involving the employee's spouse, children, parents, or significant other person, with the prior approval of the Superintendent or his designee. If abuse of sick leave is suspected, the Board may require proof of illness, starting with the first day of the illness, which may include requiring the employee to present a doctor's certificate verifying the nature of the illness preventing the employee from working, provided the request for a doctor's certificate is made at such time as will reasonably allow the employee to obtain verification. The Board may also require certification by a doctor that it is permissible for the employee to return to work following the illness.

3. Records of sick leave accumulated and taken shall be furnished to the employee on or about the first of each year.

4. An employee shall receive one-half (1/2) day's pay for each unused sick leave day, up to a maximum of fifty (50) accumulated days, upon retirement, under the provisions of the Michigan Public School Employees' Retirement Regulations, and after a minimum of five (5) years of employment by the Employer.

5. If assigned to a regular run before the fifteenth (15th) day of the month, one (1) day of the month will be allowed for sick leave, but if on or after the fifteenth (15th), no day will be allowed for that month.

6. An employee moving from part-time to full-time employment, or from full-time to part-time employment, shall have accumulated sick days adjusted to reflect an unchanged liability on the part of the District.

(b) **Funeral Leave**

Each employee shall be granted up to three (3) working days off with pay for a death of the employee's spouse, children, parents, or parents of the employee's spouse, grandparents, grandchildren, brother or sister, step-children or step-parents, brother or sister in-law, and members of the employees household. Two additional days may also be taken if needed from the employee's sick bank. Additional time off with pay, and deductible from sick leave or emergency business leave dependent on the reason for the extension, can be granted by the Employer, providing the employee can document to the Employer the need for additional time.

(c) **Personal Business Leave**

Employees shall be granted up to two (2) days per year for emergency business that cannot be conducted outside the employee's normal working hours. The unused days to be accumulated as sick leave. Employees shall make application orally or in writing to the Superintendent or designee, and state the reason for the request thereon at least two (2) days in advance of the expected absence, unless it is impossible to do so, in which event, the employee shall give as much advance notice as possible. An employee be charged a full day for any portion of a day taken as a personal day. Two personal days may be used each year for "Act of God" days should the employee so choose.

Section 2. Unpaid Leaves

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

(b) Leaves of absence may be granted at the option of the Board for physical or mental illness, or prolonged serious illness in the immediate family, which includes husband, wife, children or parents living in the same house.

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

(d) The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act. All unpaid leaves required by that Act shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement. Except as required by the Act, the employee on an unpaid leave shall not be eligible for any fringe benefits. Where leave is taken because of birth, adoption or foster placement under the Family and Medical Leave Act, an eligible employee shall give not less than thirty (30) days advance notice whenever possible.

(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 Guard, or a branch of the Armed Forces Reserves, for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leaves 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 Board, a copy furnished to the employee.

(h) An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay, and he/she shall not accumulate seniority during his leave of absence, and he shall be entitled to resume his regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the employee and the Board.

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

G) Fraudulent application for a leave, or improper use of leave, will result in immediate dismissal.

ARTICLE XV

HOLIDAYS

(a) The Board shall pay the normal day's pay for the following holidays for each regular Driver covered by this Agreement, even though no work is performed by the employee: Labor Day, Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, One (1) Day during Spring Break, as scheduled by the Board, and Memorial Day.

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

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

(d) To be eligible for holiday pay, the employee must work the last scheduled work day before, and first scheduled work day after the holiday. The last scheduled work day could be a day of leave or a sick day if approved.

ARTICLE XVI

GRIEVANCE PROCEDURE

Definitions:

Section 1.

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

Section 2.

The time elements in the Steps can be shortened or extended upon mutual agreement. Working days shall be those days when school is in session, Monday through Friday.

Section 3.

A grievance concerning alleged safety hazards or termination may be processed directly to Step Two of the Grievance Procedure.

Section 4.

A grievance shall state:

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

Section 5.

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

Step One

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

Step Two

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

(b) The Superintendent of Schools or his designee shall meet with the representative and the grievant at a time mutually agreeable to them, but not later than ten (10) working days following receipt of the appeal.

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

Step Three

(a) If the decision of the Superintendent of Schools or his designee 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 designee, to the Board of Education.

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

(c) The Board of Education shall meet with an elected and the grievant at a time mutually agreeable to them, but no later than twenty (20) working 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 meeting in Step Three (c).

Step Four

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

(b) The Unit shall request the American Arbitration Association to submit a list of nine (9) persons. The Representative of the Unit shall strike a name first, and thereafter each party shall alternately eliminate one (1) name until only one (1) name remains. The remaining person shall thereupon be accepted by both parties as the arbitrator.

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

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

(f) The fees and expenses of the arbitrator shall be borne by the losing party. In the event there is no clear decision rendered, then both parties will share the fees and expenses equally.

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

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

ARTICLE XVII

WORK HOURS AND ASSIGNMENTS

Section 1. Regular Drivers

(a) A Regular Driver shall be a Driver who has been assigned to regular, single, double, special education or career center runs as described in Article XII, Section 1 and as packaged by the Board, and assigned as per Article XVII, Section 3.

(b) Any Driver who drives for the District that does not meet the above criteria shall be a Substitute Driver.

(c) The normal regularly scheduled work week shall consist of forty (40) hours from Sunday through Saturday.

(d) The normal regularly scheduled work day for Drivers shall be the hours required to

drive the regularly scheduled bus runs, single or double, that each Driver makes daily.

(e) Extra trips that do not conflict with regular runs will be offered to all Drivers based on seniority rotation.

(f) An up-to-date seniority rotation list shall be maintained and posted in the garage.

Section 2. Reporting Pay

Any employee called to work or permitted to come to work without having been properly notified by no later than thirty (30) minutes prior to the time he/she is scheduled to begin work, or who has not been notified that there is less than the normally scheduled work, shall receive, in such instances, a minimum payment of one (1) hour's pay. Proper notification will include, but not be limited to; announcements made on radio stations and shall include a telephone call to the residence of the employee. Cancelled trips that were pre-planned will have a minimum payment of two (2) hours pay.

Section 3. Assignment of Regular Bus Runs

(a) Assignments of regular, single or double runs, as packaged by the Board, will be made on a seniority basis every year. Prior to route selection, Drivers will be informed of the estimated number of scheduled regular special education and career center runs and the estimated hours associated with each packaged route and run. Route assignments shall be made at a meeting prior to the first day of school. All regular Drivers must attend such meeting.

(b) After initial assignment of all runs on a seniority basis, in the event of a new run or a vacancy in a single or double run, the employees shall be offered the open run on a seniority basis as provided in Article XI, subject only to Article XII, Section 3(b).

(c) In the event special education or career center runs become open after the initial assignment at the beginning of the year, those runs will be bid on a seniority basis as provided in Article XI, subject only to Article XII, Section 3(b). Any Driver already having such a run, in addition to the two (2) single runs or a double run, must give up the run in exchange for the open run.

(d) If necessary, a substitute Driver can be used on new or vacated runs until they are assigned.

(e) Each package of full time double runs shall require a minimum of five (5) hours work per day, including pre-tripping, fueling, paperwork, discipline meetings, waiting to load time, and route time. For purposed of this provision, the hours of Drivers whose schedule varies from day to day shall be averaged over a two (2) week period.

(f.) Drivers hired on or after July 1, 2012 may be assigned only a morning pick up or an afternoon take home at one-half (1/2) the rate for a single run.

A driver assigned only a morning pick up or an afternoon take home is subject to layoff if the part-time assignment is eliminated and replaced with a single run that the driver is unable or unwilling to accept.

(g) When the Career Center driver is absent, regular drivers who have signed a list indicating they are available to drive the run, shall be assigned the run on a rotational basis. If the driver refuses their run in the rotation due to a scheduling conflict, the run will be offered to the remaining drivers on the list in order of rotation. If no driver can be found, the driver who was due to take the run shall be mandated. A driver who refuses or is unable to drive a mandated route will be removed from the rotation for the remainder of the school year. The rotation will always begin with the driver following the driver who filled the last career center run.

Section 4. Distribution of Extra Bus Trips

Definition: Extra bus trips are defined as those bus trips not normally scheduled daily, e.g. field trips, sports activities. This also includes trips that are grant funded.

- (a) Prior to the start of each school year, every regular Driver shall indicate in writing to the transportation supervision whether or not he/she is willing to drive extra trips during the year. From these names, one (1) "extra trip" list will be produced. Drivers willing to drive will be placed on the respective list in order of their seniority. Throughout the year, Drivers may request in writing to the Transportation Supervisor to have their names added or deleted from the list. Such requests shall be honored as soon as practical.
- (b) Three times (3X) each school year, lists of known extra trips shall be prepared and posted in the bus garage. All known trips between August 15th and November 30th will be posted and selected in August (except that extra trips will not be posted before the assignment of regular bus runs per Article XVII, Section 3(a), and winter and spring trips will be posted and selected on or about November 1st and March 1st, respectively. The posting or trip form shall contain a departure and an estimated return time.
- (c) By seniority and in rotation, regular drivers shall select from the "Extra Trip List" extra trips, which do not conflict with their regularly scheduled runs. Drivers cannot work more than forty (40) hours per week unless all regular drivers have reached that limit.
- (d) Extra trips that arise between the posting and selection times shall be offered and selected using the same process, except the process shall begin with the most senior Driver on the list following the Driver who was last assigned run turned down a trip.
- (e) Drivers accepting an extra assignment shall be responsible for the completion of the trip, but may decline the trip if changes in times or other conditions create a conflict for the Driver. Changes in trip conditions shall be communicated to a Driver as soon as practical.

(f) In the event all of the Bus Drivers refuse an extra bus trip, the Employer may require the least seniority Bus Driver to take the extra bus trip or trips. Trips so assigned will not be charged against the Driver's place on the rotational list. A regular Driver required to take an extra trip shall receive regular pay or extra pay, whichever is greater.

(g) Two (2) Drivers shall be assigned to any trip that requires over six (6) hours driving time within a twenty-four (24) hour period.

(h) Extra trips which are cancelled and then rescheduled shall be first offered the original bidder.

(i) A Driver who accepts and then turns down two (2) extra trips in a semester will be removed from the extra trip list until the next semester.

Section 5. Breakdown Time

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

Section 6. Substitution

When a regular run is not covered, Substitute Drivers will be assigned. An emergency exists when a regular afternoon run becomes open two (2) hours or less before closing time. In such a case, any available Driver may be assigned to the run without regard to seniority or the rotation lists, and the run will not be charged against the Driver's place on the rotation list.

ARTICLE XVIII

DRIVER LICENSING

Bus Drivers shall obtain a Commercial Driver's License, as issued and approved by the State of Michigan, before they shall be allowed to operate a school bus. The cost of this license, including the cost of Class P and Class S endorsements, shall be paid by the Board on presentation of the receipt. If employment is terminated before the full term of the license, a pro-rata amount will be deducted from the employee's last paycheck. It shall be the Driver's responsibility to submit to the Transportation Director, by August 30th of each year, the following:

1. Physical Examination Report;
2. Copy of Driver's License;
3. Affidavit of Driving Record.

ARTICLE XIX

PHYSICAL

EXAMINATION

(a) Each Bus Driver covered by this Agreement shall, when required, be given a physical examination at a time, on a date, and by a doctor to be determined by the Employer. The Board shall pay the total cost of such examination.

(b) Each Bus Driver shall submit to all alcohol and controlled substance testing requirements of the Omnibus Transportation Employee Testing Act of 1991, and the applicable rules and regulations there under. The Board shall pay the total cost of such testing.

ARTICLE XX

NO STRIKE AGREEMENT

The Bus Drivers recognize 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 Bus Drivers subscribe to the principle that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. Accordingly, the Bus Drivers agree that during the term of this Agreement it will not direct, instigate, participate in, encourage or support any strike, or impose any sanction against the Board, and that any difference of opinion or dispute which may arise will be resolved by the methods provided herein, and will not be allowed to affect in any way the normal education afforded the children of the Springport School District.

The Board agrees not to lockout the employees.

ARTICLE XXI

JOB-RELATED TRAINING AND TESTING

Each Bus Driver covered by this Agreement will have his/her full tuition and charges paid for the State-approved Bus Driver's school, road tests, and any written tests required of him/her. Any Driver required by the Board to attend a Bus Driver's class, or required to take any test, will also receive ten dollars (\$12.00) per hour for all activity spent in class or while being tested, including travel time, as determined by the Board, to the site of the class and/or test. Any in-service training would be as needed and directed by the Board.

ARTICLE XXII

JURY DUTY

Employees requested to appear for jury qualification or duty shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for said time from other than the Board, excluding meal and mileage allowance, 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 XXIII

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 in Schedule A, attached hereto and made a part hereof by reference.

ARTICLE XXIV

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXV

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE XXVI

MEETINGS

Section 1.

When all Drivers are required to attend meetings, they shall be compensated at their regular time rate of pay for such time. Required meetings will be so specified.

Section 2.

All employees shall be paid the waiting time wage rate per hour for all time required by administrators, to attend meetings with administrators, outside regular working hours.

ARTICLE XXVII

HOSPITALIZATION INSURANCE

Section 1. Regular Drivers

- (a) Effective for the 2014-2015 contract year, for regular full time employed drivers, shall be offered a group health care plan medical option. The district will pay eighty percent (80%) of the single subscriber rate toward the premium cost of a single coverage medical insurance plan as offered by the district. The employee will be responsible for the 20% difference of the district's contribution at the single subscriber rate. If the employee wishes to select an alternative medical insurance plan, the employee is responsible for the additional cost beyond the 80% of district contribution of the base rate of the district offered medical insurance plan.

Employees may elect two-person or Family coverage and pay the cost difference between the cost of single subscriber district contribution and the two-person or family plan. The employee will pay the deductible amount of their enrollment status and any cost beyond the specified district contribution.

- (b) Beginning as of the first plan year in 2015, each individual who is employed in an eligible job classification (in the sole discretion of the district) and who regularly works 30 hours per week or more shall be offered a group health plan medical coverage option at an employee cost of no more

than 9.5% of income for employee coverage only. If the employee wishes to select a medical coverage health plan at a higher rate other than the district offered plan, the employee will be responsible for all additional costs beyond the base rate of the district offered medical insurance plan.

- (c) For the duration of this agreement, the district shall have the ability to unilaterally make necessary changes to the district offered group health medical plan, including pricing thereon, to comply with the Patient Protected and Affordable Care Act (including any amendments or regulations there under)
- (d) An employee who does not take the health insurance and presents evidence satisfactory to the Board that the employee has group health insurance coverage shall have the option to receive per month one hundred twenty dollars (\$120.00), if the employee regularly works four (4) hours or more a day. If seven (7) or more bus drivers elect to choose the option of an annuity over district provided medical insurance, the monthly annuity will increase to one hundred and fifty (\$150) per month.

Sixty dollars (\$60.00) per month, will be paid to drivers working less than four (4) hours a day, toward an annuity plan, or to reimburse the employee for medical expenses not covered by the employee's health insurance. The annuity carrier will be determined by the Board.

(e) The employee shall authorize payroll deduction for the premium balance. It shall be the employee's responsibility to be properly enrolled.

(f) All insurance coverage shall become effective on the first (1st) day of the month following the completion of the fifty (50) day probationary period. An employee eligible for generally comparable coverage through other employment, or a spouse, shall not be eligible for this coverage. There shall be no double coverage.

*The district will pay the difference in the contribution 20% rate of the employee medical insurance plan for the month of August, 2014, to transition to the district base rate medical insurance plan.

ARTICLE XXVIII

TERMINATION AND MODIFICATION

(a) The effective date of this Agreement is **July 1, 2014**.

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

(c) If either party desires to modify or change this Agreement it shall, ninety (90) calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(d) Notice of termination or modification of the contract shall be in writing and shall be sufficient if sent by certified mail to the bus drivers and to the Employer, addressed to the Springport Public Schools, P.O. Box 100,, Springport, Michigan 49284.

(e) This Agreement shall continue in full force and effect until **June 30, 2014**.

ARTICLE XXIX

MISCELLANEOUS

PROVISIONS

Section 1.

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

Section 2.

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

Section 3.

All buses will be assigned by management as deemed appropriate.

Section 4.

If the group health insurance does not contain a death benefit, the Employer shall provide seven thousand dollars (\$7,000.00) for the term of this Agreement, premium to be fully paid by the Employer, for each employee covered by this Agreement, commencing with the calendar month following regular employment, or return from an unpaid leave of six (6) months or longer.

Section 5. Incentive Pay

For each full semester that a Bus Driver employee has perfect attendance (i.e., no sick days, emergency business days, or other unpaid absences) he/she receives a one hundred seventy-five dollar (\$175.00) lump sum payment. If that same employee has perfect attendance for both semesters, they shall receive a total of three hundred fifty dollars (\$350.00). Jury duty leave and funeral leave shall not be counted as days of absence for purposes of qualifying for incentive pay. A suspension without pay shall count as an absence, unless the suspension is reversed through the Grievance Procedure.

Section 6. Financial Manager

A lawfully appointed Emergency Financial Manager may reject, modify or terminate this Agreement as permitted by the Local Government and School District Fiscal Accountability Act. This provision has been added in compliance with this law.

Section 7. Snow Days

On the first three inclement weather days of the year in which school operations are cancelled, employees covered by this agreement shall receive their regular rate of pay.

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

SPRINGPORT PUBLIC SCHOOLS
BOARD OF EDUCATION

BUS DRIVER
REPRESENTATIVE

SCHEDULE A

**REGULAR SCHEDULED SINGLE BUS RUN
at Four (4) Hours Per Day of Work
2014-2016**

Including: pre-tripping, fueling, paperwork, discipline meetings, staff meetings, waiting to load time, route time, bus cleaning and other duties as assigned.

Classification	Probation Flat Rate Per Day For Single Run	Base/Flat Rate Per Day for Single Run
Regular Drivers	\$48.80 per day	\$52.70 per day

**REGULAR SCHEDULED CAREER CENTER AM OR PM RUN
at Four (4) Hours Per Day**

Classification	Probationary/Flat Rate Per Day	Base/Flat Rate Per Day
Regular Drivers	\$48.80 per day	\$52.70 per day

REGULAR MID-DAY RUNS (1.5 HOURS)

Classification	Probationary/Flat Rate Per Day	Base/Flat Rate Per Day
Regular Drivers	\$19.40 per day	\$21.33 per day

Extra trips and all other runs not included as “regular bus runs” (AM, PM, Career Center and Mid-Day) shall be paid at a flat rate of \$12.00 per hour with a two hour minimum.

2014-2015 bus drivers will receive a 1% off schedule increase. For 2015-2016 any increase in wages will be consistent throughout the District.

The Employer agrees to continue the current practice of a paid ten (10) minute pre and a ten (10) minute post trip inspection.

Drivers who wish to participate in, attend or observe events they have provided transportation for shall be able to at no personal expense.

The School Employees' Retirement Pension shall be paid by the Employer.

Longevity Pay:

All full-time Bus Mechanics shall be paid on total continuous years of service:

Three (3) years of service - an additional ten cents (\$.10) per hour

Five (5) years of service - an additional ten cents (\$.10) per hour

Eight (8) years of service - an additional ten cents (\$.10) per hour

Ten (10) years of service - an additional ten cents (\$.10) per hour

Fifteen (15) years of service - an additional ten cents (\$.10) per hour

Twenty (20) years of service - an additional ten cents (\$.10) per hour

APPENDIX A

JOB DESCRIPTIONS

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 the 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 the 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 the bus when leaving the bus and crossing the highway.
6. To prevent children from hitching on the bus when skating, riding bicycles, etc.
7. To observe that all children are in their seats before the 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 five hundred (500) feet by traffic approaching from either direction.
3. To drive the bus one hundred (100) feet back of preceding bus when leaving school grounds.
4. To observe the provision 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 the Board of Education.
2. To refrain from transporting in school bus, whether privately or public-owned, anything which would make the 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 and maintain the daily route schedule or schedules in the bus, and amend the posted schedule when students are added or deleted, or as directed by the School Superintendent or his designee, or if road hazards require an alternative route to be taken.
2. To observe the posted schedule, except when to do so would involve 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 the 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 the 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 Bus Mechanic.

3. To keep the bus clean and neat at all times.

4. To help maintain a 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 those 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 the attention of school authorities.

3. To report any accident in which the bus or pupil passengers are involved, such reports to be made on special forms which shall at all times be carried in the bus.

4. To report any hazards arising which offer an actual or potential threat to the safety of children in his area. This includes the reporting of questionable stops and routes as to safety.

5. To report the cause for failure to maintain the school bus time schedule.

BUS SUPERVISOR ASSISTANT

Broad Function

To assist the Director of Transportation and Maintenance with certain aspects of the transportation function as specified below.

The Assistant shall not have the authority to hire, discharge, take or cause disciplinary action, or take part in the adjustment of complaints or grievances, except his or her own, but may be required to report incidents that occur in disciplinary action.

Responsibility

1. Contacts and assigns substitute Bus Drivers on regular routes as required per the Contract Agreement.
2. Assists in the training of new Bus Drivers.
3. Record keeping duties include: time cards taken to and from the Superintendent's office; substitute record sheets; personal absence lists; and trip sheets.
4. Assists in the establishment of new routes and adjustment of existing routes.
5. Assists in other operational functions in the Transportation Department, as requested by the Director of Transportation and Maintenance.

APPENDIX B
PRE-TRIP CHECK LIST

BUS DRIVERS

I. Driver's Compartment

1. Start engine;
2. All mirrors properly adjusted;
3. Windshield wiper and washer operation;
4. Steering wheel play;
5. Horn;
6. Defrosters and heaters;
7. Service brake (pedal travel, etc.);
8. Emergency or parking brake (will it hold vehicle?);
9. Clutch or 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 and 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. Flags, reflectors, etc.
3. Emergency door operation and buzzer;
 4. Seats (damage to fabric or broken frames).

III. Exterior Checks

1. All lights on, including left turn signal:
 - a. All wheels:
 - (1) Correct pressure;
 - (2) Objects between duels;
 - (3) Tread wear and casing damage;
 - (4) Tight lug bolts, cracked wheels.
 - b. Marker lights (clean and working);
 - c. Flashing stop lights (clean and working);
 - d. Brake lights (clean and working);
 - e. Turn signals (clean and working);
 - f. Head lights (clean and 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. Change headlight beam and re-check;

1. Check right turn signal and parking lights.

Report immediately any needed repairs or adjustments to the Bus Mechanic, Bus Supervisor, or Superintendent.

LETTER OF AGREEMENT

JUNE 16, 2009

Any Utility Driver that is grand fathered from the 2006-2009 Agreement, that did not take a regular run when it became available at the July bid date, becomes a Substitute Driver. Seniority acquired during the years served as a Utility Driver will remain with the grand fathered Utility Drivers for the sole purpose of being offered a regular run should an opening occur prior to the position being posted outside of the bargaining unit. If a grand fathered Utility Driver takes a regular run, their seniority begins with that new hire date for the purpose of this Agreement.

The grand fathered Utility Driver list will be maintained in Central Office

Randall J. Cook Superintendent

Bus Representative

Date

Date

LETTER OF AGREEMENT

SEPTEMBER 23, 2011

This Letter of Agreement is between Springport Public School District and the Drivers (International Union of Operating Engineers).

It is hereupon agreed that Route 9 will become a school of choice run only; it will service only school of choice students.

It is agreed that the school of choice run will be driven by the bus mechanic or a substitute in his absence.

It is agreed that this route will not go into rotation for bidding by regular drivers, should this route go beyond one year, as it will be driven by the mechanic.

While this route is established, it is agreed that the extra route will be added to relieve crowding from other buses. This route will be a biddable route by drivers.

It is agreed that at the discretion of the district, should bus counts (riders) decrease, the school of choice bus run will be eliminated placing routes back to 11.

Randall J. Cook
Superintendent

Business Representative

Date

Date

LETTER OF AGREEMENT

NOVEMBER 23, 2010

In response to clarifying trip rights regarding the Highfields Middle School After School Program, the parties agree to:

The Highfields 21st Century Grant provides resources for an after school program at the Middle School through a grant they receive. Transportation is paid through the Highfields' grant. All Highfields drivers shall have the right of just refusal for any trips associated with the Highfields' program on a rotational basis. Any trips or regular driving responsibility assignment associated with the Highfields After School Program that cannot be done by the Highfields driver that holds the rights to the position will be bid according to current contract language.

Randall J. Cook
Superintendent

Business Representative

Date

Date

LETTER OF AGREEMENT

OCTOBER 25, 2012

During Negotiations in the summer of 2012 the Springport Public Schools and International Union of Operating Engineers Local 324 agreed to open the current collective bargaining agreement, for the discussion of Health Care plans and contribution amounts only, upon request by either party.

Randall J. Cook
Superintendent

Business Representative

Date

Date

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AGREEMENT

Between

SPRINGPORT PUBLIC SCHOOLS

BOARD OF EDUCATION

Bus Drivers & Bus Mechanics Bargaining Unit

300 W Main Street

PO Box 100

Springport, Michigan 49284

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO

500 Hulet Drive

Bloomfield Township, Michigan 48302

July 1, 2012 - June 30, 2014