

9-12-73 - C/30/20

MASTER AGREEMENT 1973-76

GLEN LAKE BUS DRIVERS' ASSOCIATION  
and  
GLEN LAKE COMMUNITY SCHOOL DISTRICT

*Glen Lake*

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R. Cronin  
School Board Member  
Glen Lake Community Schools  
Maple City, Michigan 48064

SALARY NEGOTIATION AGREEMENT

This Agreement entered into this 12th day of September, 1973 by and between the Glen Lake Community Schools of Maple City, Michigan, hereinafter called the "Board" and the Glen Lake School Bus Drivers' Association, hereinafter called the "Association".

The Board hereby recognizes the Association as the bargaining representative, Board of Education Minutes, dated 7-14-1971, Policy #4135.2.

The Board and Association hereby agrees that all existing policies covered by agreement in above mentioned Policy #4135.2 shall remain in force for the duration of the Agreement unless revised by mutual consent.

The Board agrees not to negotiate with any Bus Drivers' Association organization other than the Association for the duration of this Agreement.

The Board, on it's own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

The salaries of employees covered by this Agreement - Salary Guide, Bus Driver Special Compensation and School Calendar are attached to and incorporated in this Agreement. Policies included and attached are:

- |                             |                               |
|-----------------------------|-------------------------------|
| #4242.1 Maternity Leave     | #4216.21 Substitute Drivers   |
| 4217 Seniority              | 4219.1 Dismissal of Employees |
| 4219.11 Discharge Procedure | 4241.1 Sick Leave             |
| 4241.3 Bereavement Leave    | 4241.4 Personal Business      |

This Agreement shall be effective September 12, 1973 for Bus Drivers, and shall continue in effect until the 30th of June, 1976. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

Lawrence E. Gorton  
President - Lawrence E. Gorton

Lois VanderNoot  
Secretary - Lois VanderNoot

GLEN LAKE SCHOOL BUS DRIVERS' ASSOCIATION

Bernard Pleva  
President - Bernard Pleva

Mary Dennis  
Secretary - Mary Dennis

BUS DRIVERS' ASSOCIATION SALARY GUIDE 1973-74

1. All employees in job classification: Bus Drivers shall be paid on the following salary schedule:

(Hours worked annually - 630 hours)

<u>Years on Schedule</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>
1	3.10	\$1,953.00
2	3.15	1,984.50
3	3.20	2,016.00
4	3.30	2,079.00
5	3.40	2,142.00
6	3.50	2,205.00
7	3.55	2,236.50

2. Substitutes shall be paid at base hourly rate.
3. Supervisor's rate shall be additional forty cents(40¢) per hour.
4. Overtime shall be reported bi-weekly to the Superintendent's office.
5. Bus route driving time shall be determined yearly. Regular route time three(3) hours and one-half(½) hour allowed for clean up and daily maintenance.
6. Kindergarten routes shall be a two(2) hour minimum.
7. Regular route drivers will be given preference on assignment of Kindergarten routes.
8. Bus Drivers' Association may be consulted in appointing of a Transportation Director.
9. School District will pay annual premium of Family Group Life Insurance through TBA Credit Union.
  - a. \$26.00 annually paid quarterly
  - b. Coverage to start with second(2) pay period in SeptemberAssociation Members will pay:
  - a. 25¢ membership fee to TBA Credit Union
  - b. Make a deposit of at least \$5.00 and maintain same
  - c. Above amounts (total of \$5.25) must be authorized for deduction from first pay period in September.Note: Options, Rights, Privileges and other Features are outlined in pamphlet from TBA Credit Union.

BUS DRIVER - SPECIAL COMPENSATION

1. Special and athletic trips: Regular hourly rate for driving and waiting time plus necessary expenses. Minimum trip - 2 hours time at regular rate. Maximum time is not to exceed forty(40) hour work week.
2. Physical exam to be paid by the Board of Education when given by school physician.
3. Chauffeur's license fee shall be paid by the School District.
4. Regular hourly wage may be paid for service work trips as requested by Bus Mechanic, Transportation Director, and/or Superintendent.
5. Bus Drivers may be compensated for time used learning or instructing for a new route when so requested by the Transportation Director. This is to be at driver's hourly rate.
6. School buses may be kept at driver's home.
7. Drivers shall be compensated for lunch when trip exceeds a four(4) time limit.
8. Special trip covering more than a ten(10) hour time limit will require two(2) drivers who shall be compensated for full time on the road.

SUBSTITUTE BUS DRIVERS

1. The Transportation Director shall maintain an active list of persons qualified to act as substitute bus drivers. Duplicate of which are to be on file with Superintendent of Schools, Building Principals and Bus Committee. Copies of it will be furnished to all regular bus drivers.
2. Substitute Drivers shall be paid at the base hourly rate.
3. Mileage allowed for personal car use to pick up bus shall be 12¢ per mile. Mileage to be determined by Transportation Director.
4. Calls for substitute drivers shall be made by the driver to Transportation Director and/or Superintendent. Call should be made between 6:00 A.M. and 7:00 A.M. or before 10:00 P.M. the preceding evening. The following information should be give to the Transportation Director and/or Superintendent:
  - a. Drivers Name
  - b. Route to be covered
  - c. Location of bus to be driven
  - d. Reason for absence (personal business or sick leave)
  - e. Expected number of trips which driver plans to be absent, if known.
5. If extended services of the substitute are needed, the driver shall notify the Transportation Director prior to the close of school, who may request the same substitute to return the following day. Upon returning to driving the driver shall fill out a substitute driver report, which the Transportation Director shall file in the office of of the Superintendent.
6. The driver shall leave in his/her bus at all times a folder for substitute drivers. This folder will contain:
  - a. Map - outlining stops with names of children
  - b. Daily time schedule
  - c. Emergency drill instructions
  - d. Individual cases of a special nature, eg., special mental, emotional, physical (medication needed) or religious exceptions.
  - e. Seating chart (if used) .
7. Substitute drivers may join Glen Lake Bus Drivers Association when:
  - a. Completed certification as a school bus driver
  - b. Been approved on three routes by Transportation Director.
8. There shall be a minimum of three other school employees who meet the Bus Drivers' certification who shall be available as emergency drivers.
9. Emergency Drivers will be used for emergencies only.

SENIORITY

## 1. Probation

All appointments to the non-instructional staff shall be probationary for a period of ninety (90) days.

## 2. Date of Origin

If the employee is continued in the employ of the school system beyond the ninety (90) day probationary period, he shall acquire the status of a regular employee and seniority shall be established from the first day worked as a probationary employee.

## 3. Exclusions

No teacher or special program employee can acquire seniority under any circumstances. Seniority can only be accumulated from the first day of employment as a full-time employee. Bus drivers, part-time custodial or part-time operations and maintenance employees can acquire seniority within job classifications.

## 4. Vacancies and Promotions

The Board in its desire to recognize years of service will prepare and keep lists indicating total years of service. In the event of vacancies that indicate promotion, the oldest employee in terms of length of service consistent with ability to do the work, will be given every consideration providing:

- a. He is physically able and otherwise qualified to fill the vacancy.
- b. He has demonstrated by his work a desire and a willingness to competently carry on in a new position.
- c. All job openings shall be posted on bulletin boards or employee notices at least 5 days in advance of filling the vacancy. The Superintendent of Schools will accept written applications from qualified candidates after notice of vacancy is made known, after which the candidate for the position with the best qualifications will be selected by the Superintendent to fill the vacancy. There shall be a maximum period of sixty (60) days in which he shall have a fair trial to prove himself competent to handle the job. In the event he cannot handle the job, he shall be returned to his old position with no loss of service time, and the next older person in terms of service time and who is considered physically able and qualified may be given an opportunity to fill the vacancy provided he has followed the above outlined procedure. In the event no one makes application or an emergency arises, the Superintendent of Schools will fill the vacancy as he sees fit from personnel within or outside its employees.
- d. An employee may exercise his prerogative to refuse promotion without loss of service time.

SENIORITY (continued)

- e. If a vacancy is of an emergency nature, the Board reserves the prerogative of designating a temporary substitute, under normal circumstances not to exceed thirty (30) days, until the vacancy is otherwise filled as herein provided.
  - f. Extra and summer work over a period of thirty (30) days will be a vacancy of a temporary nature but will be filled using above procedure.
5. Distribution of Overtime  
Overtime and/or extra transportation trips shall be divided and rotated as equally as possible within the job category according to seniority and among those employees who regularly perform such work. In the event additional employees are needed to perform overtime work or trips, this overtime work or trips shall be divided and rotated as equally as possible among other employees in the agency according to seniority or years of service who are qualified to perform this work.
6. Any reference to length of service or seniority is lost when:
- a. An employee leaves of his own volition.
  - b. When an employee is discharged for a just cause.
  - c. When a laid-off employee is not rehired within a period of 12 months ( 1 year).
  - d. When an employee does not return after a leave of absence.

Temporary Suspensions

Any employee may be temporarily suspended by the Superintendent for insubordination, misconduct, immorality, inefficiency, willful and persistent violation of Board policies or regulations, or for other valid and just causes. The suspensions being for such time as may be necessary for investigation ( 10 school days ) which may be extended by mutual agreement of the Association and Administration. The cause for such suspension and loss of pay shall be reviewed by the Board of Education and adjusted accordingly.

Discharge

Any employee shall be discharged from service in the schools and the contract of employment made with such employee cancelled for reasons outlined under "Temporary Suspensions" upon recommendation of the Superintendent and upon approval of the Board of Education.

Continued failure or refusal of an employee to meet working standards and/or failure to observe and comply with the rules and regulations governing employment will be considered just cause for discipline or discharge. In all cases, the employee is entitled to a review of his case and such request for review to be in writing. The Board of Education will continue its policy of meeting with any individual or groups of individuals for discussions arising from dissatisfaction or misunderstanding provided he proceeds in regular order as outlined by Discharge Procedure (Policy #4219.11)

Any employee who has left the employment of the Glen Lake Community Schools by discharge forfeits all accrued rights and privileges, including sick leave, Workman's Compensation with the Michigan State Law, and any other rights and privileges which may have been granted by the Glen Lake Community School's Board of Education to its employees.

Discharge Procedure

Notice of intent to discharge for cause will be made in writing by the Superintendent and be delivered to the employee not less than fourteen(14) calendar days prior to the effective date of separation.

Discharge may be immediate when in the opinion of the Superintendent the employee's retention may be detrimental to the welfare of pupils, employees, or school property.

Such notice shall include the specific grounds for the discharge.

An employee may, prior to the effective date of discharge, make a written request for an interview with the Superintendent to review the charges placed against him.

Normally, the decision of the Superintendent will be final. However, a request may be made for permission to appear before the Board to appeal. Such request must be submitted in writing and delivered to the office of the Superintendent within fourteen (14) calendar days after the effective date of separation.

The employee has the right to be accompanied and/or represented by employees' negotiation committee at the hearing before the Board of Education if notice of same is given by a written request.

MATERNITY LEAVE

A leave of absence without pay shall be granted for up to one year for the purpose of maternity.

Any bus driver requesting leave shall notify the Superintendent of the pregnancy no later than the fifth month of the condition.

The bus driver may continue driving as long as she can continue her regularly assigned responsibilities. The bus driver's physician will furnish a statement to this effect.

The application for such leave shall be received by the Superintendent no later than sixty(60) calendar days prior to the effective date of such leave and shall include a statement of the exact date on which the bus driver wishes to commence the leave.

The bus driver shall be returned to employment for which she is certified and qualified.

Leaves for adoption of a child, shall begin at a mutually agreed upon time between the Board and the teacher.

If a bus driver does not comply with all of the above conditions, the right to such leave and/or the right to return, may be denied by the Board.

Sick Leave

All regular employees of the School District will be granted sick leave of ten (10) days per year cumulative to fifty (50) days on the following basis:

1. Personal illness of such a nature as to render the employee unfit for regular duties. A Doctor's certificate may be requested as proof of illness if absence exceeds three (3) days.
2. Quarantine
3. Critical illness in the immediate family or of a person for whom the employee has a personal responsibility. The immediate family shall include father, mother, spouse and minor children. This clause to be limited to not more than ten (10) days in any school year and a Doctor's certificate may be requested for proof of illness if the absence exceeds one (1) day.
4. Any employee who is absent because of an injury or disease compensable under the Michigan Workman's Compensation Law shall receive from the Board of Education the difference between the Workman's Compensation payment prescribed by law and his regular salary, to the extent and until such time as such employee shall have used up any so called "sick leave" provided herein.
5. Unpaid Sick Leave  
Any employee, who is unable to work because of personal illness or disability and who has exhausted all sick leave available, may be granted a leave of absence without pay for duration of such illness or disability up to a maximum of one (1) year. The leave may be renewed for an extended period upon written request by the employee and with the right of the Board to verify the reasons advanced for the leave. At the Board's discretion the employee may be required to submit to a physical examination by a physician selected by the Board and at the Board's expense before they may return to work.
6. All employees shall report absence on the form provided to his Principal or Immediate Supervisor stating the reason for such absences. This written statement shall be filed with the Superintendent's office. If absence is necessary for serious illness to a member of the family, the member of the family involved, and the nature of the illness shall be stated.
7. Unused Sick Leave (Surrender Value)  
Upon the death or retirement of an employee (in accordance with the Michigan Public Schools Employee's Retirement Act and/or Social Security Act) the accumulated sick leave to his credit shall have a cash surrender value of fifty percent (50%).

BEREAVEMENT LEAVE

All regular employees of the school district will be granted bereavement leave on the following basis:

1. Up to three(3) days leave with pay will be granted for death in the immediate family in any one case. The immediate family shall be interpreted as: father, mother, husband, wife, child, sister, brother, or dependent of the immediate household residence. Such days shall not be deducted from annual sick leave.
2. Additional leave with pay for death in the immediate family, due to extenuating circumstances shall be deducted from the annual or accumulated leave sick days.
3. At the Superintendent's discretion, up to three(3) days may be granted in case of death of a person who was closely associated with the employee. Such days shall be deducted from the annual or accumulated sick leave days.

PERSONAL BUSINESS

Personal business leave days may be granted according to the following schedule:

- 0 thru 4 years service - two(2) personal leave days deducted from sick leave.
- 5 thru 9 years service - two(2) personal leave days; one(1) day deducted from sick leave.
- 10 years and over service - two(2) personal leave days not to be deducted from sick leave.

Personal leave days may be used for personal business. The personal business days may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day, or days, shall notify his Principal or supervisor at least one day in advance, except in cases of emergency. The employee may be asked to explain the reason for any personal leave requested for a school day immediately before or after a Holiday or Vacation period, and reasonable restrictions may be imposed on personal leave on such days.

An employee called for Jury Duty, or to give testimony before any Judicial or Administrative Tribunal, shall be compensated for the difference between the daily pay and pay received for the performance of such obligation. Such time lost may not be deducted from annual or accumulated sick leave. The District shall not be obligated for said above compensation when such testimony or duty is connected with non-school employment.

Form to be used Regulation #4151.51 - Request for Personal Business Leave.

APPENDIX E

SCHOOL CALENDAR 1973-74

August 31 Pre-school Conference

September 3 Labor Day

4 School Begins

October 12 End of six weeks 29 days

November 2 End of nine weeks 44 days

22 Thanksgiving

23 No School

26 School Resumes

30 End of six weeks 33 days 62 days total

December 21 School closes end of day - CHRISTMAS VACATION

January 7 School Resumes

25 First Semester Ends 30 days 92 days total

28 Begin Second Semester

March 8 End of six weeks 30 days 122 days total

29 End of nine weeks 45 days 137 days total

April 11 School closes end of day - SPRING VACATION

22 School Resumes

26 End of six weeks 29 days 151 days total

May 27 Memorial Day

June 7 End of school 29 days 180 days total