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A G R E E M E N T

between

Kalkaska School District

and

Kalkaska School Bus Drivers

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Kalkaska School District

Kalkaska School District

Kalkaska, Michigan

Kalkaska Public Schools
Cherry Street
Kalkaska, Mich. 49646

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A G R E E M E N T

This Agreement entered into on this eleventh day of March 1974, Between the Kalkaska School District (hereinafter referred to as the "Employer") and Kalkaska School Bus Drivers Chapter of Local affiliated with Council #55, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

(NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

Purpose and Intent:

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I

RECOGNITION

Employees Covered: Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below; as evidenced in Case No. R 73-E-202 dated October 30, 1973 by the Employment Relations Commission of Michigan:

"ALL REGULAR BUS DRIVERS, BUT EXCLUDING SUPERVISORS AND ALL OTHER EMPLOYEES."

ARTICLE II

AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE III

DUES CHECK-OFF

A. The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees provided, that the employee executes the proper authorization. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

B. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

C. The employer agrees to provide this service without charge to the Union.

D. The Union shall indemnify the Board and hold it harmless against any loss or claims for damages resulting from the payment to the Union of any sums deducted under this Article and, in the event any actions or claims are commenced against the Board to recover from it any sums deducted under this Article, the Union shall intervene and defend itself against such action or claim.

E. When an employee does not have sufficient money due him, after deductions have been made for Social Security, Insurance, Garnishments, etc., or any other deductions authorized by the employee or required by law, Union dues for that month will be collected by the Union directly from the employees.

F. If an employee who is absent on account of illness, leave of absence, or for any other reason has no earnings due him for that period, no deductions shall be made. The Union will arrange collection of dues for that period directly with the employee.

G. All deductions of Union dues provided for in this Article shall be automatically terminated in the event of loss of exclusive recognition by the Union.

H. In the event that this Article should be challenged through the Michigan Labor Mediation Board, or the Courts, the Union will pay the reasonable expenses of such proceedings, including the fees of legal counsel retained by the Board. If this Article shall be found to violate law, the Union shall be responsible for any loss or damage, including backpay, awarded by the Courts.

I. Deductions under this Article shall be pro-rated as equally as practical over the period of the employee's contract.

ARTICLE IV

MANAGEMENT RIGHTS

The Employer, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting and generality of the foregoing the right:

A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.

B. To hire all employees and subject to the provisions of law: to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion: and to promote, and transfer all such employees:

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, 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 term of this Agreement and then 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 parties agreed that this Contract incorporates their full and complete understanding and any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understanding or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this Agreement.

ARTICLE V

UNION REPRESENTATION

A. Stewards, Alternate Stewards and Union Chairmen:

The employees covered by this Agreement will be represented by two (2) stewards. The Union shall have the exclusive right to assign said stewards and shall assign at least one (1) steward to each of the following locations or departments:

Bus Drivers Unit

(1) The Employer will be notified of the names of the alternate stewards who would serve only in the absence of a regular steward.

(2) The stewards, during their working hours, without loss of time or pay, may investigate and present grievances to the Employer during working hours, however, this does not include any arbitration procedures.

(3) The Unit Chairman shall be allowed the necessary time off during working hours without loss of time or pay to investigate and present grievances to the Employer in accordance with the grievance procedure.

ARTICLE VI

SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Chapter Chairman and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the

meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 A.M. and 4:00 P.M. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

ARTICLE VII

SENIORITY

Section 1 - Definitions

Seniority is hereby defined as a length of continuous employment in the service of the School Board by classification after completion of a probationary period. Seniority lists shall be posted annually at the start of the school year

Section 2.

New employees hired in the unit shall be considered as probationary employees for the first Thirty (30) working days of their employment. The thirty (30) days probationary period shall be accumulated within not more than one (1) year. When an employee finished the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the day thirty (30) days prior to the day he completed the probationary period. There shall be no seniority among probationary employees.

Section 3.

When drivers are assigned to a regular run they may accumulate seniority by working thirty (30) days.

The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment as set forth in Article I of this Agreement. The Employer shall have the right to discharge and discipline probationary employees and the action is not subject to appeal or grievance, unless the discharge or discipline was for Union activities.

Section 4. - Continuous Employment.

Continuous employment shall mean the number of consecutive working days without interruption except by illness, lay-off not to exceed a year or leave of absences granted by the Superintendent.

Section 5. Uses.

Qualifications being equal, seniority shall be the primary basis for determining the order of lay-off within classifications provided the remaining employees can do the work satisfactorily and order of names on the re-call list and new jobs.

Section 6. - Termination.

An employee shall lose his seniority for the following reasons:

1. He quits.
2. He is discharged and the discharge is not reversed through the Grievance procedure.
3. He fails to return to work within ten (10) working days after the issuance by the Employer of notice of recall by registered or certified mail to the last known address of such employee as shown on the Employer's records.
4. He is absent from work without advising the Employer and giving satisfactory reasons to the Employer for such absence for three consecutive days.
5. He overstays a granted leave of absence, including vacation, unless there are extenuating circumstances and the supervisor is so notified.
6. He retires.
7. Employee is laid off for a continuous period of one (1) year.

Section 7. - Accumulation of Seniority

Seniority shall not accrue to employees on a personal leave of absence after the first thirty (30) days of such leave.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. Definition

1. A Grievance shall mean a complaint by an employee in the bargaining unit that there has been as to him a violation, mis-interpretation or inequitable application of a specific provision of this Agreement.

2. Grievances of the employees of the Kalkaska Public Schools shall be presented and adjusted in accordance with the following procedures covered in the Agreement.

B. The following steps will not prevent any individual employee from

presenting a grievance to the Employer and having the grievance adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of the collective bargaining contract or agreement then in effect, provided that the bargaining representative has been given opportunity to be present at such adjustment.

C. Failure to institute a grievance or appeal a decision within the specified time limit shall be deemed an acceptance of the decision. In exceptional circumstances extensions in time may be granted when so requested in writing and by mutual agreement. Should an employee accept the decision at any level or withdraw his grievance or leave the employ of the Board, all further processing of that grievance shall be barred and the last decision thereon shall be accepted.

Step 1

The employee with a grievance shall discuss the grievance informally with the immediate supervisor within five (5) working days of the alleged violation. If the matter is not resolved within five (5) days after the discussion the following step may be taken by the employee.

Step 2

In the event that the matter is not resolved informally, the employee shall present the grievance in writing, with the assistance of a committeeman, at the employees option, to his immediate supervisor. Such written grievance must be filed within ten (10) days of the alleged violation to be valid. The immediate supervisor shall file a written decision with the Union within ten (10) days after he receives the written grievance as herein before specified.

Step 3.

If the above answer is not satisfactory the Union may appeal the grievance to the Personnel Committee within five (5) days of receipt of such answer. The Personnel Committee shall consist of two (2) members appointed by the Administration and two (2) members appointed by the Union. The decision reached by a majority of the Committee shall be final. If a decision is not agreed to by this Committee the grievance may be appealed by

the Union by giving written notice within fifteen (15) days of such meeting to the Superintendent of Schools.

Step 4.

If the grievance is not settled at the preceding step it may be submitted to binding arbitration at the election of either party. The matters to be arbitrated shall be submitted to a board of three (3) arbitrators as follows:

- a) Within ten (10) days referred to above (step 4). The party choosing to arbitrate must give written notice of dispute to be arbitrated and designating one (1) arbitrator selected by it.
- b) Within five (5) working days from the receipt of such notice, the other party shall notify the first party of the arbitrator selected by it, and may also serve on the first party its statement of the matters to be arbitrated.
- c) Within five (5) days after the selection of the second arbitrator, the two (2) arbitrators shall select a third. If they are unable to agree on a third arbitrator within five (5) days, the American Arbitration Association will be asked to immediately submit a panel of five (5) arbitrators. Upon receipt of the list the Union will first strike two (2) names, then the Board of Education will strike two (2) names. The remaining person shall be the third arbitrator; provided, within thirty (30) days of notice of his appointment the arbitrator accepts and schedules a date for a hearing in the matter which he is to decide. If the arbitrator does not so accept and schedules a hearing as above provided, the American Arbitration Association will again be requested to immediately submit a list of five (5) names and the above procedure for selecting an arbitrator from the panel will be followed.

D. The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Board of Arbitration in the same manner as other collective bargaining agreements. The function and purpose of the Board of Arbitration is to determine disputed interpretations of terms actually found in the

Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Board shall therefore not have authority, nor shall it consider its function to include, the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Board shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or detraction) of written terms of this Agreement. The Board of Arbitration has no obligation or function to render decision or not to render decision merely because in its opinion such decision is fair or equitable or because in its opinion it is unfair or inequitable.

E. If either party shall claim before the arbitrators that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this Article, (Grievance Procedure). The arbitrators shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrators shall have the authority to determine whether they will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the arbitrators determine that such grievance fails to meet said test of arbitrability, they shall refer the case back to the parties without a recommendation of the merits.

F. Unless expressly agreed to by the parties, in writing, the Board of Arbitrators are limited to hearing one issue or grievance upon its merits at any one hearing. Separate Boards of Arbitration shall be constituted for each grievance appealed to binding arbitration

G. All cases shall be presented to the arbitrators in the form of a written brief prepared by each party setting forth the facts and its position and the arguments in support thereof. The arbitrators may make such investigation as they may deem proper and may with the joint consent of the Union and the Board hold a public hearing and examine the witnesses of each party and each party shall have the

right to cross-examine all such witnesses and to make a record of all such proceedings. Within thirty (30) days after the close of the hearing, or the date established for filing Post Hearing Briefs if so desired by either party, the Board of Arbitration shall issue their decision which shall be final and binding.

H. COST OF ARBITRATION

The fees and expenses of the third impartial arbitrator, the cost of transcripts, (if such be requested by the Board of Arbitration) and the cost of the room, shall be borne by the loser as determined by the Board of Arbitration.

All other expenses incurred shall be paid by the party incurring them.

ARTICLE IX

DISCHARGE AND SUSPENSION

A. Notice of Discharge or Suspension

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

B. The discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward and the Employer will make available a meeting room where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the steward.

C. Appeal of Discharge or Suspension

Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the final step of the grievance procedure.

D. Use of Past Record

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than one (1) year previously.

ARTICLE X

TRANSFERS

Transfer of Employees: If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

ARTICLE XI

VETERANS

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

ARTICLE XII

EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.

ARTICLE XIII

LEAVES OF ABSENCE

A. Leaves of absences for periods not to exceed two (2) years will be granted, in writing, without loss of seniority, for:

1. Serving in any elected or appointed position, public or union.
2. Illness leave (physical or mental).
3. Prolonged illness in immediate family.
4. Education leave.

Such leave may be extended for like cause.

B. Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him.

ARTICLE XIV

UNION BULLETIN BOARD

The Employer will provide a bulletin board in the Bus Garage which may be used by the Union for posting notices pertaining to Union business.

ARTICLE XV

OVERTIME

- A. Employees who actually work in excess of forty (40) hours in one week will be paid at a rate that is one and a half times their regular hourly earnings for those hours in excess of forty (40).
- B. Employees who are required to work on Sundays or Holidays shall receive double their normal rate for all hours worked on such days.
- C. There shall be no pyramiding of overtime or premium pay.

ARTICLE XVI

CALL IN PAY

Any employee called to work or permitted to come to work without having been properly notified or without the Employer making a reasonable effort to properly notify the employee that there will be no work shall receive a minimum of two (2) hours pay at the regular hourly rate except in cases of labor disputes or other conditions beyond the control of the Administration.

ARTICLE XVII

HOLIDAYS

- A. All employees who have obtained seniority as of the date of the following holidays shall be paid for such holidays provided the employee worked the last scheduled day prior to the holiday and the first scheduled day following the holiday.

Employees shall be paid at a rate commensurate with their regular daily rate for the following holidays: New Years Day, Memorial Day, Thanksgiving Day, Christmas Day.

Good Friday shall be paid for if school is not in session on Good Friday.

Labor Day shall be paid for if drivers are required to report to regular bus driving assignments prior to Labor Day.

ARTICLE XVIII

WORKMEN'S COMPENSATION

Employees who are absent as a result of an injury arising out of and during the course of the employment and are therefore entitled to receive Workmen's Compensation shall be allowed to receive the difference between the Workmen's Compensation pay and their regular take home pay if it is greater than the Workmen's Compensation received for a period commensurate with the total amount of time accrued by the employee in their regular sick leave accrual.

ARTICLE XIX

JURY DUTY

A leave of absence will be granted to regular bus drivers called for Jury Duty on court subpoena and the Board shall be obligated to pay an amount equal to the difference between the driver's regular salary and those fees received by the Court as a regular jury duty fee.

ARTICLE XX

HOSPITALIZATION

Employees who are regularly scheduled to work thirty (30) or more hours per week shall have a contribution towards the group Blue Cross-Blue Shield or MESSA policy equal to 4% of the regular salary as a contribution by the Board of Education toward the payment of this Insurance.

Coverage under the insurance shall be subject to the conditions of the carrier and the Board's contribution will be effective for those periods of time the employees are actively at work for the School District.

ARTICLE XXI

EXTRA RUNS

The parties mutually agree that extra runs performed by the Bus Drivers shall be equalized as near as practical based on an equalization of hours.

Extra Runs shall be equalized between all regular drivers.

The school agrees to keep a chart showing the amount of hours paid for extra runs by all employees and whenever an extra run is needed that employee with the lowest hours will be offered the job if practical, and the employee is available from his regular

duties.

Any employee who refuses an extra run if offered shall be charged the same number of hours actually credited to the driver who subsequently makes the run.

In the event all available drivers refuse to perform such run the school retains the right to assign the run to any available driver competent to perform the necessary duties.

ARTICLE XXII

WAGES

Drivers shall be paid during the 1973-74 School Year in accordance with the following schedule:

Years of employment	Hourly rate
1	\$2.80
2	2.93
3	3.05
4	3.18
5	3.30

Waiting time shall be paid at \$2.00 per hour.

ARTICLE XXIII

FUNERAL LEAVE

An employee shall be allowed three (3) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.

ARTICLE XXIV

DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same agreement to all new employees entering the employment of the Employer.

ARTICLE XXV

SICK LEAVE

All employees covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed ten (10) days per year, with one hundred (100) days maximum accumulation. Drivers will be paid at their prevailing rate at the time sick leave is used. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and will be construed as days worked specifically.

ARTICLE XXVI

NO STRIKE PLEDGE

The Union and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union therefore agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employees take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system during the term of this Agreement. Failure or refusal on the part of any employee to comply with any provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board. The Union may make subject to the grievance procedure the issue of whether or not the employee did participate in the prohibited activity.

ARTICLE XXVII

WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or

covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXVIII

TERM OF AGREEMENT

This Agreement shall be effective on September 1, 1973 and shall remain in full force and effect without change, addition, or amendment from this date to August 31, 1974, and shall be renewed from year to year thereafter, provided, that either party hereto may re-open the Agreement for changes or amendments or may terminate the Agreement by serving written notice on the other party of its desire to change, amend, or terminate at least sixty (60) days prior to August 31, of any year.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of this eleventh day of March, 1974.

KALKASKA SCHOOL DISTRICT

KALKASKA SCHOOL BUS DRIVERS
Chapter of Local

