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8/1/97

AGREEMENT



Fremont Public Schools

August 1, 1994 — August 1, 1997

and



United Dairy, Bakery and Food
Workers.....

Local 386

RWDSU AFL-CIO

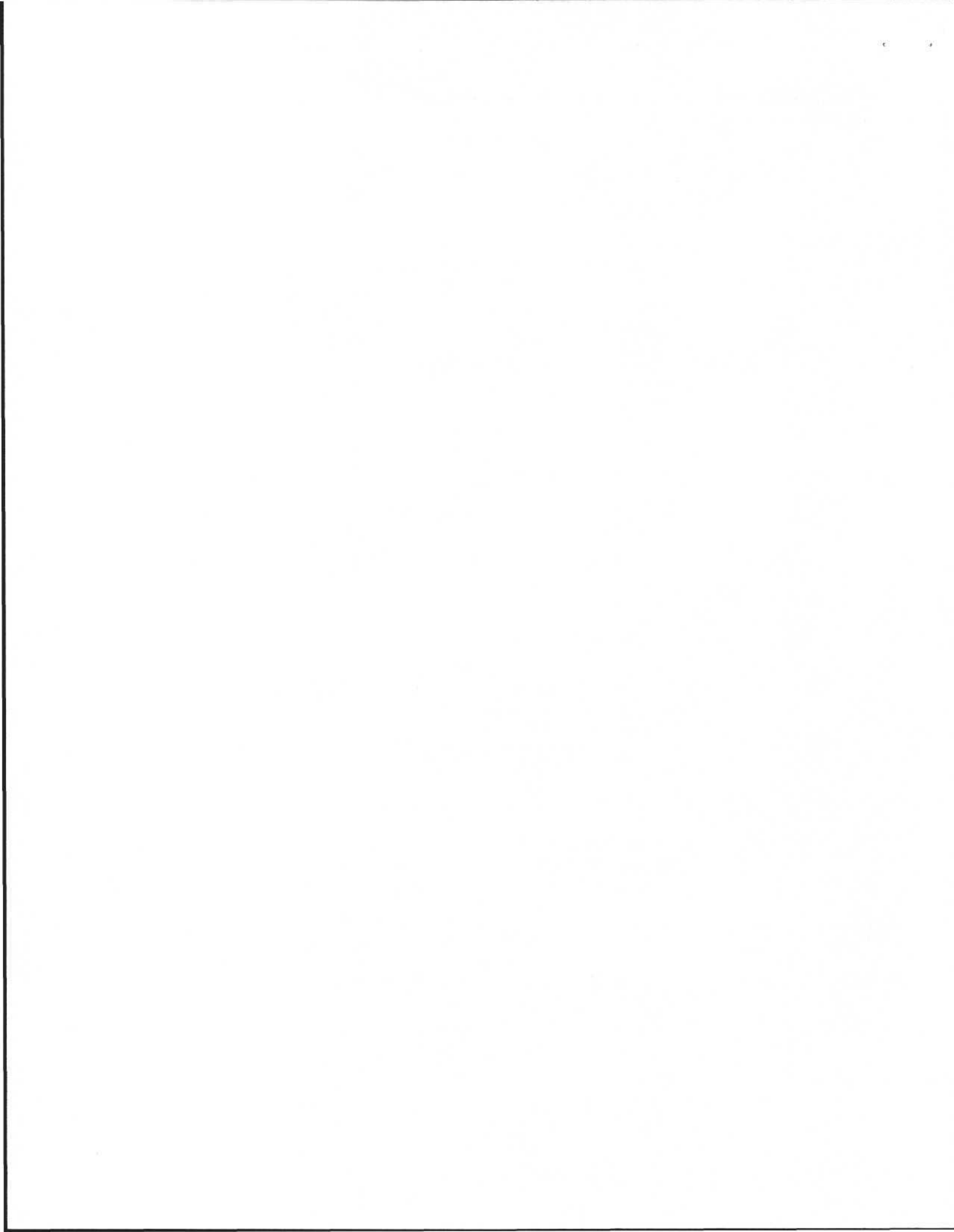
Fremont Public Schools





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THIS AGREEMENT MADE AND ENTERED INTO AT FREMONT, NEWAYGO COUNTY, MICHIGAN dated 7-1-94, by and between Fremont Public Schools of Newaygo, Muskegon and Oceana Counties, (hereinafter called the "School"), and Local 386 of the Retail, Wholesale and Department Store Union, AFL-CIO, (hereinafter called the "Union").

ARTICLE I
RECOGNITION

Section 1. The School agrees to recognize the Union as the sole collective bargaining agency for all the School Bus Drivers employed at the Fremont Public Schools but excluding all other employees and supervisors as defined in the Act.

ARTICLE II
UNION SECURITY, REPRESENTATION AND CHECK-OFF

Section 1. It is agreed that it shall be a condition of employment that all bus drivers who attain a seniority status and are presently Union members, all bus drivers who hereafter become Union members, and all new bus drivers who may be employed, shall either:

a. Sign and deliver to the school administration an assignment authorizing deduction of membership dues of the Union and such authorization shall continue in effect from year to year unless revoked in writing by notice to the school and the Union,

OR

b. Cause to be paid to the Union a representation fee equivalent to the dues of the Union within 30 days after the attainment of seniority status. In the event the representation fee shall not be paid, the school administration, upon receiving a written and signed complaint from the Union indicating the bus driver has failed to comply with this condition, shall immediately notify said bus driver his services shall be discontinued at the end of the then current month, unless said representation fee is paid. The refusal of said bus driver to contribute fairly to the cost of negotiations and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment.

Section 2. The bus drivers shall be represented at the unit level by a committee of two stewards, one of whom shall be the Chief Steward, elected according to the by-laws of the local union. The committee shall represent the members in contractual matters and shall participate in contract renewal negotiations.

Section 3. Any employee desiring to have his initiation fee and dues deducted from his pay may do so by signing a check-off form, effective when he attains seniority. The school agrees to deduct monthly dues, initiation fees and assessments from the last pay period in each month and remit same to the Secretary/Treasurer of the Local Union within ten (10) days after collection, provided that the school has received from the employee from whom the deductions are to be made, a written assignment as provided in Schedule B (attached to this agreement) authorizing such deductions.

Section 4. The Union agrees to indemnify and save the School harmless against any and all claims, demands, or other forms of liability whatever, that shall arise out of or by reason of action taken or not taken for the purpose of complying with this Article.

ARTICLE III MANAGEMENT RIGHTS

Section 1. The Management of the School and the direction of the working forces, including the right to plan, direct, and control School operation, to hire, suspend, or discharge for cause, or transfer, to relieve employees from duty because of lack of work, and the right to introduce new or improved methods or facilities, are vested exclusively in the School, provided these rights shall not be used for the purpose of discrimination, and that they are subject to the Seniority Rules, Grievance Procedure and other provisions of this Agreement, as the same are herein set forth.

ARTICLE IV SENIORITY

Section 1. Any new employee will be considered to be a probationary employee until he or she has been placed on a "permanent assignment" (Article IV, Section 5) for thirty (30) working days, and during the probationary period he or she will not be entitled to any seniority. At the end of the probationary period, each new employee will be entered on the seniority list as of the date of his or her "permanent assignment" at the Fremont Public Schools as a School Bus Driver. During the probationary period, the employer may suspend, transfer or discharge the new employee for any reason whatsoever and no claim will be made by him or her or by the Union that the action was improper.

Section 2. Seniority as that term is used in this Agreement, shall be computed from the date of "permanent assignment" as a School Bus Driver. The School agrees to furnish the Union with a seniority list within ten (10) days after the signing of this Agreement and furnish every three (3) months thereafter, the names of employees hired during the interim. Identical hiring dates will be entered alphabetically.

Section 3. In the case of lay-off, recall from lay-off, job bidding, special trips or promotion, the principle of seniority shall prevail, all other things being relatively equal.

Section 4. All notices of recall shall be by telephone or mail, whichever is most convenient to the School. As for employees in a lay-off status, the failure of any employee to inform the School of his or her availability to return to work within five (5) days after receiving such notice shall be deemed a waiver of any rights under this Agreement.

Section 5. Job Bidding:

a. A.M./P.M., A.M., P.M. & SPEC. ED. ROUTES. These routes are "permanent assignments" which continue from year to year. As it becomes necessary to assign a bus driver to a route due to the formation of new routes, or due to the termination of a driver, such route openings shall be posted for bid for a minimum of three (3)

working days, and among those applying, the most senior employee shall be assigned to the route. Subsequent vacancies created by the bidding procedure will be filled in accord with the seniority of drivers who inform the transportation supervisor that they want to fill such vacancies.

b. Noon K-Routes. Noon routes may be selected in accordance with seniority among the bus drivers desiring such routes.

c. Vo-Tech School Route. Seniority drivers may bid on this route at the same time the noon routes are posted for bid. Among those applying the most senior employee shall be assigned to the route for the ensuing school year. *

d. Elementary Swimming. - Seniority drivers may bid on this route at the same time the noon routes are posted for bid. Among those applying, the most senior employee shall be assigned to the route for the ensuing school year.

e. Special Trips. Drivers willing to make special trips will be listed in order of seniority. Assignments will start at the top of the list and rotate in order as determined by bidding. A single signature on the rotation list will not count on the rotation. A driver will not receive two consecutive daily trips if more than one driver has signed.

f. Special Runs. A Special Run is defined as a temporary run which occurs on more than one day within the school district. Special Runs will be posted for bid and be awarded to the most senior driver who signs the posting. Rotation will not be a factor. A driver who is awarded a special run shall not be ineligible for a special trip on the same day if times do not conflict.

Section 6. Special Trips.

a. Drivers refusing or unable to make their trip shall be bypassed until the next regular rotation. The trip shall then be awarded by seniority to a driver who unsuccessfully bid on the trip. Such awards will not affect subsequent trip "rotation".

b. No trading of trips shall be made.

c. Special trips may be offered to drivers who would be required to miss their basic daily run.

d. Special trips that are postponed, or cancelled, and subsequently rescheduled shall be posted as new trips. Drivers who had been awarded such trips will be awarded the next trip that he/she has signed without any change in the rotation.

e. A seniority driver who is awarded a special trip will not lose his/her regular trip if the regular trip return time is not later than the scheduled departure time of the special trip.

f. Special trips during the "off" season shall be handled in a like manner as described in Section 3 above. Special trips such as the "baggage bus" and such other "unusual" trips as agreed between the Union Committee and the School Administration may be driven by other than seniority drivers.

Section 7. Seniority and the relationship of employer and employee shall be considered broken and terminated when any of the following circumstances arise:

- a. An employee voluntarily quits the School employ.
- b. An employee is discharged for just cause.
- c. An employee is absent for three (3) consecutive working days without notifying his immediate supervisor, unless it is physically impossible for him to do so.
- d. An employee who has been laid off because of lack of work fails to report within a period of five (5) days after notification is mailed to him or he is called at his last address of record as given by the employee to the School, provided, however, that if said failure to report was excusable for reasons satisfactory to the School, such person shall lose only the immediate employment offered and shall retain his seniority.
- e. An employee fails to report for work at the termination of a leave of absence.
- f. An employee is not on the payroll for a period of one (1) year or a period equal to his length of service, whichever is shorter, or any reason, other than sickness, unless on an approved leave of absence.

1. Failure to pass necessary physical exams by seniority drivers shall be administered as follows:
Drivers who fail to pass the physical examination, as required by the Michigan Department of Education, or who become physically incapacitated, will be suspended without pay until such time as they are physically qualified to work. Upon requalifying physically, a driver so suspended will be reassigned to the same route assigned prior to suspension providing the return to work occurs within one calendar year. If the physical requalification occurs more than one calendar year from the date of suspension, the principle of seniority will apply with respect to route assignment.

ARTICLE V SICKNESS /BEREAVEMENT/PERSONAL LEAVE

Section 1. Recognizing that there are times when employees might be tempted to perform their duties while not physically up to par due to illness and with the intention that sick leave be used only under such circumstances, then each bus driver who drives a basic route as described in Article VII, Section 1a, shall be permitted paid absence from 8 days of such basic route driving each school year. Absence from a morning or from an afternoon run will be considered as 1/2 a day's absence. Such absences may be taken in no less than 1/2 day increments.

Sick leave may be used for a pre-scheduled routine Dr. appointment if the Transportation Supervisor is notified 3 days in advance. Later notification will result in loss of pay. Emergency appointments are exempted.

Daily noon route (Kindergarten) drivers will be permitted eight such daily absences from work with pay.

Sick leave earned for basic route driving is not transferable to noon route sick leave, and sick leave earned for noon route driving is not transferable to basic route sick leave.

Drivers driving routes not fitting the basic route or noon route description will be permitted eight days absence with pay, however, the pay for such sick leave days will be in the same proportion as their annual salary is to the basic route annual salary.

At the end of the 1994-95 school year unused paid sick days will be accumulated to a maximum 68 days; at the end of the 1995-96 school year the maximum accumulation will be 71 days; at the end of the 1996-97 school year the maximum accumulation will be 75 days.

Employees will be informed of the number of sick days he/she has available at least once each year.

Sick leave accumulated for driving routes as described in Article VII, Section 1b may be transferred to basic route accumulation on a pro-rata basis in the event a driver transfers from a non-basic route assignment to a basic route assignment (Example: if a non-basic route annual salary is 60% of the basic route annual salary, the year end sick leave accumulation for the non-basic route would be transferred at 60%. 15 non-basic route days of sick leave would equal 9 basic route days of sick leave.

Since annual route driving assignments may not necessarily be consecutive, sick leave accumulations will not be cancelled until final termination of employment as a bus driver occurs. (Example: a noon route driver may have a lapse of one or more years as a noon route driver, continue on as a basic route driver and subsequently return to noon route driving without loss of noon route sick leave accumulation. This concept would apply to other sick leave accumulations as well.

It is to be emphasized that this leave of absence is to be used strictly in the instance of illness. The Transportation Manager may, at his discretion, request verification of the illness through the School Nurse.

It is further understood that abuse, or misuse of the sick leave provisions may be cause for disciplinary action including discharge in cases of repeat offenders.

In the event of illness, the employee shall notify the Transportation Supervisor as soon as possible so a substitute driver may be arranged for.

Section 2. Should a death occur in the employee's family (husband, wife, son, daughter, brother, sister, father, mother, father-in-law, mother-in-law, stepchild, grandchild, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent) the employee will be entitled to receive up to a maximum of three (3) regular scheduled work days off, without loss of base earnings, beginning with the receipt of notice of death by the employee, through the day of the funeral. To receive funeral pay, the employee must attend the funeral. Funeral pay

will be calculated on the base rate of the last job occupied prior to the funeral leave.

The Superintendent, in his sole discretion, may grant one (1) day per occurrence to attend to the death of a non-immediate family member.

Bereavement leave is charged against the employee's sick leave. If said leave is exhausted, the request will be considered under the "unpaid leave" provisions.

Section 3. Employees who have 30 sick days accumulated as of June 30 of the previous school year shall be allowed one (1) personal leave day (not accumulative).

Arrangements for said leave shall be made at least three (3) work days in advance with the immediate supervisor.

Matters of an emergency nature shall be allowable without the three (3) -work-day advance notice at the discretion of the immediate supervisor.

Personal leave days shall not be used immediately before or after school vacation periods except with the approval of the immediate supervisor.

A maximum of three (3) bus drivers may be allowed to use their personal leave for the same day. Approval shall be given to the first employee who applies for a personal leave day. Approval for additional requests is contingent upon obtaining a substitute. Approval of leaves for the same days will be based on date of request.

Personal leave is charged against the employee's sick leave. If sick leave is exhausted, the request will be considered under the "Unpaid Leaves" provisions.

ARTICLE VI GRIEVANCE PROCEDURE

Section 1. For the purpose of this Agreement, a grievance shall be defined as any dispute or difference of opinion between an employee covered by this Agreement and the School involving the meaning and/or application of the terms of the Agreement.

Step 1. - Any employee who believes he has a grievance may first discuss the matter with a steward, and shall then discuss the matter with the immediate supervisor, with or without the presence of a steward. The supervisor shall give his answer within five (5) working days after such discussion.

Step 2. - If the grievance has not been settled in Step One and the employee desires to appeal, the Chief Steward shall present the grievance in writing, signed by the aggrieved employee, to the Superintendent within five (5) working days after the supervisor's answer in Step One above. Thereafter, the Chief Steward shall meet with the Superintendent for the purpose of discussing the grievance. If the grievance is settled as a result of such meeting, the disposition shall be reduced in writing and signed by the Superintendent and the Chief Steward. If no settlement is reached, the

School shall give a written answer to the grievance within five (5) working days after the date of such meeting.

Step 3. - If the grievance has not been settled in Step Two, and the School's answer is not satisfactory to the Union, the Union may appeal in writing to the School Superintendent within five (5) working days. Within ten (10) working days thereafter; the School Superintendent or his representative will meet with a Business Representative of the Union and the Union Committee for the purpose of discussing the grievance. If the grievance is resolved, the settlement will be reduced to writing and signed by the parties. If no settlement is reached, the School shall give its written answer to the grievance within five (5) working days after the date of such meeting.

Step 4. - If the grievance is not settled in Step Three, and the School's final answer is not satisfactory to the Union, the Union may appeal the grievance to arbitration by giving written notice of the Union's desire to arbitrate to the School within twenty-one (21) calendar days from the date of the School's final answer in Step Three. If the parties cannot agree on an acceptable arbitrator within five (5) working days, they shall submit a joint request to the Federal Mediation and Conciliation Service to appoint an arbitrator. The decision of the arbitrator shall be final and binding upon both parties. Each party shall bear the expense of preparing and presenting its own case, but the costs and expenses of the arbitrator, including his fees, shall be borne equally by the parties. The arbitrator shall have no right to amend, modify, nullify, ignore or add to the provisions of this Agreement. The arbitrator shall consider and decide only the particular grievance presented to him and his decision and award shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. If the matter appealed does not involve an interpretation of the terms or provisions of this Agreement, the arbitrator shall so rule in his award and the matter shall not be considered further by the arbitrator. The willful failure of either party to appear before the arbitrator in arbitration proceedings will not serve to invalidate such proceedings nor will the willful failure of either party to present its case at the time of the hearing serve to delay the hearing or invalidate the decision of the arbitrator.

Section 2. Any grievance not appealed within the time limits set forth in each step of the above procedure shall be considered settled on the basis of the last answer given by the School. Any grievance not answered by the School within the time limits set forth in each step of the above procedure shall automatically advance to the next step. The time limits set forth in each step of the grievance procedure may be extended by mutual agreement in writing and such extended time limits shall then be considered as applicable to the grievance involved for the purposes of this section.

Section 3. No grievance shall be filed or processed if it concerns a matter occurring more than five (5) work days prior to the date of filing of the grievance and no grievance settlement shall be retroactive to a date more than five (5) work days prior to the date the grievance is first presented to the School.

ARTICLE VII
WAGE SCHEDULE

Section 1. For the purpose of computing wages:

a. A basic route shall be a double morning/single afternoon route. If the School Board should adopt a single morning run policy during the term of this contract the basic route shall be single morning/single afternoon route.

b. Routes not fitting the description in "a" above, shall be considered exceptions and wages will be negotiated separately.

Section 2. Base Pay (Basic Routes)

a. Regular double A.M./single P.M.	1994-95	\$10,412/year
	1995-96	10,724/year
	1996-97*	
b. Regular single A.M./Single P.M.*	1994-95	\$8,330/year
	1995-96	8,580/year
	1996-97*	
c. Regular Single A.M. & town pickup	1994-95	\$4,165/year
	1995-96	4,290/year
	1996-97*	
d. Regular single P.M. only	1994-95	\$4,165/year
	1995-96	4,290/year
	1996-97*	
e. Regular Special Education Year-round	1994-95	\$57.84/day
	1995-96	59.56/day
	1996-97*	

*Drivers assigned to these routes as of the effective contract date will be paid the rate for "double A.M./single P.M." routes as long as they hold their assignment. The listed rates will apply to drivers assigned after the contract date.

"Per year" wage rates apply to a maximum of 182 driving days.

Special Neway "take home runs" on conference days shall be paid at the regular p.m. rate.

When two P.M. runs are made on elementary conference days, the regular P.M. run pay will be in effect for each run. Management may at its discretion eliminate the second run. Other extra P.M. runs will receive the special trip rate.

Seniority drivers will be given preference on "substitute" driving assignments on runs which do not conflict with their regular routes.

Section 3. Noon K-route wages.

1994-95	\$14.89/hour
1995-96	15.34/hour
1996-97*	

a. Daily noon route drivers will record the time of commencing the route and the time of returning to the Bus Garage upon completion of the route. The Transportation Supervisor will determine the method of such recording of times. The hourly rate indicated above will be applied to the time required to complete the route, including the pre-trip check of the bus.

Section 4. Vo-Tech School route wages.

1994-95	\$12.07/hour
1995-96	12.43/hour
1996-97*

a. The driver will, according to method determined by the transportation supervisor, keep a daily record of the time of commencing the route and the time of return to the bus garage upon completion of the route. The hourly rate will include the time required for the pre-trip check of the bus and all driving and waiting time from route commencement until return to the garage.

Section 5. Elementary Swimming Route Wages.

1994-95	\$8.87/hour, \$10.00 minimum
1995-96	9.14/hour, \$10.00 minimum
1996-97*	\$10.00 minimum

a. The driver will, according to the method determined by the Transportation Supervisor, keep a daily record of the time of commencing the route and the time of return to the bus garage upon completion of the route. The hourly rate will include the time required for the pre-trip check of the bus and all driving and waiting time from route commencement until return to the garage.

Section 6. Special Trip Wages.

1994-95	\$8.87/hour, \$10.00 minimum
1995-96	9.14/hour, \$10.00 minimum
1996-97*	\$10.00 minimum

*Wage Rates for 1996-97 will be negotiated prior to the beginning of that school year.

a. Special trip rates include driving and waiting time and a minimum amount per trip. The hourly rate will apply whenever such rate results in greater compensation than the minimum amount. Drivers on special trips will be required to remain at the event with the bus except when going to lunch.

b. Drivers making special trips will be allowed \$5.00 for meals when appropriate. Meal allowance will be indicated on the trip authorization slip by the Transportation Supervisor prior to making the trip.

Section 7. Attendance at Bus Driver School:

Drivers meeting the annual requirement of attendance and successful completion of 6 hours in instruction will be paid \$50.00 each year for the term of this contract.

Transportation to Bus Driver School will be provided by the Board to the nearest site where such instruction is offered, and at such times as may be established by the Transportation Supervisor.

Section 8. In the event a Bus Driver is requested by the Transportation Supervisor to take part in a conference with bus riders and/or parents and/or other school administrators for matters relating to bus rider discipline and the like, the Bus Driver will be paid at the rate of \$5.00/hour for the term of this contract.

Section 9. a. Bus drivers will receive for Labor Day (when school begins prior to the day), Thanksgiving, the day after Thanksgiving, Christmas, New Years Day, Good Friday and Memorial Day and Independence Day* holidays the same amount the driver would be paid for a normal workday.

*Independence Day (July 4th) will be a paid holiday only for drivers on a twelve month schedule.

b. To be eligible for holiday pay an employee must be a regular seniority driver and must be on the payroll the scheduled workdays immediately before and after the holiday. An employee on bona-fide sick leave will be deemed to be on the payroll. An employee on approved personal leave but otherwise eligible will receive holiday pay.

Section 10. Employees summoned to court for jury duty will receive their normal daily pay from the school while on such service. They must reimburse to the school their jury duty pay (except mileage).

ARTICLE VIII MISCELLANEOUS CONDITIONS

Section 1. In the event it becomes necessary for a driver to request permission to be absent from his or her work for an extended period of time, for whatever reason, except for those leaves necessary during a sickness or accident leave, the Bus Driver must submit a request, in writing, five (5) working days in advance of the intended absence stating the reasons for the requested absence. Approval of, and the granting of such requests is strictly at the option of the Supervisor and Business Manager. Written approval or disapproval of such requests will be given to the Bus Driver within four (4) days after submission stating the conditions of the leave of absence if granted. An "extended period of time" as used in this section shall be construed to mean any absence in excess of five (5) working days. Sickness or accident leave shall be substantiated by a doctor's certificate.

Section 2. A bus driver, who is a member of the bargaining unit, and who determines to terminate his employment as a bus driver with Fremont Public Schools in order to accept full time employment with United Dairy, Bakery and Food Workers Local 386, or the R.W.D.S.U. International Union, shall retain his/her attained seniority for the duration of such employment. A bus driver who intends to exercise this provision shall give written notice to the Board at least thirty (30) days prior to the effective date of the termination of employment as a bus driver. At such time as full time employment with the Union terminates and the employee wishes to return to employment with Fremont Public Schools as a bus driver, he/she may exercise seniority at the

beginning of a school year by giving the Board of Education written notice of such intent at least thirty (30) days prior to the first day of school. Seniority may be exercised to "bump" only the lowest seniority bus driver and must be exercised at the beginning of the school year immediately following the termination of Union employment. If the employee does not return to employment as a regular bus driver as indicated above, seniority will be forfeited and the employee will be considered as a voluntary quit.

Section 3. A monthly Union Committee/Management meeting will be held at a regular time to discuss items and problems of mutual interest. Any meeting may be cancelled by mutual agreement. For the 1994-95 year the meetings will be held at 9:00 a.m. on the third (3rd) Tuesday of each month, September through June.

Section 4. Copies of memorandums, policies, directives, etc., directly concerning bus drivers will be issued to each driver.

Section 5. The School will make arrangements for required periodic physical examination at no cost to the employee. These periodic physical examinations will include drug testing, Appendix II and a Consent Form for Drug and Alcohol Screening, Appendix III.

Section 6. The School will pay \$25.00 toward the cost of C.D.L. renewals. This does not apply to the original license which the driver must obtain at commencement of employment at his/her expense.

ARTICLE IX
DURATION OF AGREEMENT

Section 1. This agreement shall remain in full force and effect until terminated, modified, amended or supplemented by a new agreement.

Section 2. The effective date of this Agreement shall be August 1, 1994 and the terms, thereof, shall be until August 1, 1997, and from year to year thereafter; provided, however, that either party may terminate the term thereof, on August 1, 1997 or any August 1 thereafter, by giving the other party sixty (60) days written notice to that effect.

In acknowledgment of, and agreement to the terms and conditions of this agreement, we have hereunto attached our signature this _____
12/1/94, 1997.

FOR THE UNION:

FOR THE SCHOOL:

Carol Blaw

Union Steward

Ronda M. Harmon

Board of Education President

Alvin Mast Local 386

Union Steward

Thelma Moore

Board of Education Secretary

Alvin Mast Local 386

Business Representative

Keslie Clarke

Board of Education

