

1351

6/30/96

GLEN LAKE COMMUNITY SCHOOLS

and

HOTEL, HOSPITAL, AND RESTAURANT EMPLOYEES

AND BARTENDERS UNION

LOCAL 51 AFL - CIO

Glen Lake Community Schools

MASTER AGREEMENT

1994-95

1995-96

1. The first part of the document
 2. discusses the general principles
 3. of the proposed system.
 4. It is intended to provide a
 5. clear and concise summary of
 6. the main objectives and
 7. the scope of the project.
 8. The second part of the document
 9. describes the methodology used
 10. in the study. This includes
 11. a detailed account of the
 12. data collection process, the
 13. analysis techniques employed,
 14. and the results of the study.
 15. The final part of the document
 16. discusses the conclusions drawn
 17. from the study and the
 18. implications of the findings.
 19. It also provides recommendations
 20. for further research in this
 21. area.

22. The following table provides a
 23. summary of the key findings
 24. of the study. It shows the
 25. relationship between the
 26. independent and dependent
 27. variables. The data indicates
 28. that there is a significant
 29. positive correlation between
 30. the two variables. This
 31. suggests that as the
 32. independent variable increases,
 33. the dependent variable also
 34. tends to increase. The
 35. strength of the correlation
 36. is indicated by the
 37. coefficient value, which is
 38. 0.85. This indicates a
 39. strong positive relationship.
 40. The results of the study
 41. are consistent with the
 42. theoretical framework proposed
 43. in the literature. This
 44. provides support for the
 45. validity of the model. The
 46. findings also have important
 47. implications for practice.
 48. They suggest that the
 49. proposed system can be used
 50. to improve the efficiency of
 51. the process. This is a
 52. significant contribution to
 53. the field. The study
 54. also identifies some
 55. limitations and areas for
 56. future research. It is
 57. recommended that further
 58. studies be conducted to
 59. explore the long-term effects
 60. of the system and to
 61. investigate the impact of
 62. other factors.

63. In conclusion, the study
 64. has provided valuable
 65. insights into the relationship
 66. between the variables. The
 67. findings are significant and
 68. have important implications
 69. for the field. The study
 70. also identifies some
 71. limitations and areas for
 72. future research. It is
 73. recommended that further
 74. studies be conducted to
 75. explore the long-term effects
 76. of the system and to
 77. investigate the impact of
 78. other factors.

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BASIC CONTRACTUAL PROVISIONS

SECTION 1

1.1 GLEN LAKE COMMUNITY SCHOOLS AND GLEN LAKE BUS DRIVERS/AFL-CIO LOCAL 51, UNIT - 2.

This agreement, entered into this 22nd day of August, 1994, by and between the School District of the Glen Lake Community Schools, the City of Maple City, Michigan, hereinafter called the "Board," and the Glen Lake Bus Drivers, AFL-CIO Local 51, Unit 2, hereinafter called the "Drivers."

1.2 RECOGNITION

Pursuant to Act 379, Public Acts of 1965, as amended, the District hereby recognizes the Glen Lake Bus Drivers, AFL-CIO Local 51, Unit 2, in the unit described below, as the exclusive representative for the purposes of collective bargaining, with respect to rates of pay, hours, and other terms and conditions of employment for the entire term of the agreement.

UNIT:

INCLUDING ALL CERTIFIED BUS DRIVERS, BUT EXCLUDING SUPERVISORS AND EXECUTIVE PERSONNEL, SUBSTITUTE BUS DRIVERS, BUS MECHANIC, OFFICE AND CLERICAL EMPLOYEES, CUSTODIANS, CAFETERIA EMPLOYEES, MAINTENANCE PERSONNEL, TEACHER AIDES, LIBRARY PERSONNEL, PLAYGROUND SUPERVISORS AND ALL OTHER EMPLOYEES.

- A. The term "Driver," singular or plural, male or female, as used interchangeably here in this agreement, shall refer to all employees represented by Local 51, Unit 2 in the bargaining or negotiation unit as above defined.
- B. The term "Board" shall include its officers and agents.
- C. All individuals within the unit shall be represented by one shop steward.

1.3 WITNESSETH

Whereas the Board is required by law to negotiate with the Drivers on wages, hours, and the terms and conditions of employment of Drivers, through negotiations in good faith have reached agreement on all such matters and desire to execute this contract covering such agreement.

1.4 EXTENT OF AGREEMENT

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to the agreement.
- B. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

1.5 PAYROLL

- 1. Payroll checks will be issued on a bi-weekly basis.
- 2. Overtime allowed only upon prior approval of the designated representative of the Superintendent. Approved time worked up to the 40 hour work week will be paid at the employee's hourly rate; whereas, overtime beyond the 40 hour week will be paid at the rate of one and one-half times regular rate of pay.

1.6 PAYROLL DEDUCTIONS

- 1. Involuntary Deductions:
 - a - Federal Income Tax
 - b - Michigan State Income Tax
 - c - Social Security - FICA
- 2. Voluntary Deductions:
 - a - TBA Credit Union or Trades Credit Union
 - b - Blue Cross Blue Shield Hospitalization
 - c - Union Dues

1.7 SENIORITY

Seniority shall be by classification within unit and in accordance with the Schedule of Classifications and Rates attached hereto and employees shall hold seniority in the classification in which they have last completed a trial or probationary period. The Board shall furnish the Union a copy of such seniority list on or before October 1st of every year.

Employees shall be classified as Bus Drivers.

A probationary employee may be terminated from employment with the Board, and the Union shall not represent the employee or file a grievance in connection with such termination. The probationary period shall be sixty (60) calendar days.

Seniority shall be terminated when an employee:

- a) Quits, dies or retires;
- b) Is discharged and not reinstated;
- c) Is absent for three (3) consecutive working days without valid reason;
- d) Is laid off for a period of time equal to seniority or two (2) years, whichever is the lesser;
- e) Fails to return to work on the first scheduled working day following termination of any leave of absence or scheduled vacation without valid reason for failure to return to work;
- f) Fails to return to work from layoff when recalled in accordance with the contract.

Stewards shall hold top seniority in their unit during their term of office for layoff and recall procedure.

When an employee becomes a supervisor, he/she shall retain all earned seniority in their unit, and that earned seniority shall be frozen for a period of ninety (90) days), as long as he/she has remained a Union Member in good standing. It is understood that prior to an employee's (90 days) expiration, the employee must make his/her decision to remain a supervisor or to return to the bargaining unit. In an event, should the said employee remain as supervisor, all seniority shall be lost for bargaining unit rights. If said employee returns to the bargaining unit, his/her seniority shall remain intact for bargaining unit rights.

1.8 AGENCY SHOP

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of completion of the probationary period or the effective date of the Agreement, whichever is later, join the Union or pay a service fee to the Union as established by the Union.

- B. The bargaining unit member may authorize payroll deduction for membership dues or the service fee. Each employee and the Union hereby authorize the District 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 service fee.
- C. The District agrees to provide the service of payroll deduction of dues and/or fees without charge to the Union.
- D. In the event that the bargaining unit member shall not join the Union or pay the service fee directly to the Union or authorize payment through payroll deduction, the district shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Union, deduct the service fee from the bargaining unit member's wages and remit to the Union.
- E. When an employee does not have sufficient money due him/her, after deductions have been made for Social Security, Insurance, Garnishment, or any required by law, Union dues or the service fee for that month will be collected by the Union directly from the employee.
- F. If an employee who is absent on account of illness, leave of absence, or for any other reason has no earnings due him/her for that period, no deductions will be made. The Union will arrange collection of dues or service fee for that period directly with the employee.
- G. The Union agrees to indemnify and save the Board of Education, including each individual school board member and all authorized agents of the Board, harmless against any and all claims, demands, costs, suits, or any other form of liability (including back pay and all court, attorney or administrative agency costs) that may arise out of or by reason of, action taken or not taken by the Board for the purpose of complying with this Article.
- H. In the event the employee challenges the amount of the service fee through the Union's appeals process, the service fee shall continue to be payroll deducted from the employee, however, 25% of the regular Union membership dues will be placed into an escrow account by the employer pending completion of the appeals process. No employee shall be discharged during the pendency of an appeal.
- I. Upon final resolution of the employee's appeal the Board shall forward to the Union that portion of the escrow account determined to be appropriate service fee charge.

SECTION II

2.1 MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitation, except as expressly limited by the terms of this Agreement, 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. Illustrative of these rights but not intended to convey additional rights not previously enjoyed by the Board under any predecessor Agreement are the following:

1. To exercise the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;
2. To hire all employees and, subject to the provisions of this contract and of the law, to determine their qualifications, and the condition of their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
3. To carry on an evaluation of program and to evaluate the effectiveness of individual employee performance;
4. To adopt rules and regulations that are not in expressed conflict with the terms of this Contract;
5. To determine the qualifications of employees, including physical conditions;
6. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement;
7. The Board shall determine all methods and means to carry on the operation of the school, including automation.

The Board shall not be arbitrary, capricious or discriminatory in the conduct of its rights under this Article.

2.2 TERMINATION OF EMPLOYMENT

1. An employee may be discharged for reasons, which shall include, but not be limited to:

- a) Unsatisfactory work
 - b) Personal misconduct
 - c) Neglect of duty
 - d) Unable to pass physical
 - e) Violation of policies, rules or procedures
2. The dismissal of an employee shall be preceded by a written warning which shall contain a specific statement or statements of work defects, except in the case of personal misconduct or the use of alcoholic beverages and/or unauthorized drugs, when, at the discretion of the Supervisor, the discharge may be effective immediately.
3. All employees that are discharged under this contract will go to Step III in the grievance procedure if a grievance is filed.

2.3 NOTICE OF RESIGNATION

In order to give sufficient opportunity to train new employees, every employee is requested to give, in writing, a notice of resignation stating exact date as far in advance as possible of actual date of departure. Two weeks is considered minimum notice.

WORKING CONDITIONS

SECTION III

3.1 ROUTES (REGULAR)

Routes will be determined by the Lead Person yearly in a fair and equitable manner. Driver's geographical location will be taken into consideration.

3.2 REGULAR ROUTE (TIMES)

- A. Regular route time will be three (3) hours and one-half (1/2) hour for clean up and daily maintenance. Minimum time shall not result in an overlapping or pyramiding of time paid. Actual driving time which requires more than three hours per day will be paid for the additional time upon verification by the Lead Person. Drivers will maintain the cleanliness of their bus inside and out. Time paid for regular runs and/or extra trips shall be from the time of departure with the bus from the driver's home. All time sheets are to be submitted with care. Drivers who are found to have intentionally misrepresented their time shall be subject to severe discipline up to and including immediate termination of employment.

In the event of a breakdown, drivers will be paid for time spent waiting with the bus at their regular rate per hour.

- B. Regular driving time will be paid for such time that school is delayed up to the time a determination is made by the Superintendent or his designee to hold/cancel school. In the event that there is a school delay and ultimately school is canceled and bus runs are not made, bus drivers shall not be paid for the delay time in addition to being paid for the regular run. Drivers will be notified by 6:30 a.m. of canceled or delayed school time whenever possible.

C. Kindergarten Route

There shall be a two (2) hour minimum pay for each kindergarten route which includes fifteen (15) minutes for pre-trip inspection and clean-up.

D. Vocational Ed. Route/Special Ed. Route

Paid for actual driving time, waiting time, and fifteen (15) minutes for pre-trip inspection and clean-up.

3.3 KINDERGARTEN, VOC. ED., SPECIAL ED. ASSIGNMENTS

- A. Seniority will be considered when assigning kindergarten, vocational education and special education routes.
- B. Following the first four (4) weeks of each semester, drivers will be notified five (5) working days in advance of any changes or termination of any established routes, provided that the Board has knowledge of the need for the change in time to provide such notice.

3.4 EXTRA TRIPS

- A. All extra trips, for driver consideration, will be seniority for the first round, and by least accumulated extra trip hours. Whenever possible all extra/special trips will be arranged through the Lead Person.
- B. Compensation for extra trips shall be at the driver's regular hourly rate for all driving and waiting time. Minimum trip shall be two (2) hours at driving rate. Extra trips will be allowed fifteen (15) minutes at the conclusion of the trip for necessary clean-up of the bus. Maximum time not to exceed forty hours (40) per week, except in case of emergency.
- C. Normally, extra trips will be disbursed and drivers will be assigned on Fridays in the bus garage. Priority for trip selection will be based on the amount of hours accumulated by extra trips taken. The driver with the lowest hours will have the first option to select trips.
- D. Drivers who elect not to take a trip when it is his or her turn in the rotation will have those hours charged against his or her accumulated extra trip hours. A driver may exchange or trade a trip with the approval of the Lead Person.
- E. Trips will be handed out not to exceed two weeks in advance.
- F. Trip requests received by the Lead Person after Friday, but where the trip is the following week, will be handed out individually by the Lead Person to the person with the lowest hours. If the person with the lowest hours is unable to take the trip, he will not be charged with the hours, and the trip will be offered to the next available driver.
- G. It will be the responsibility of each driver to record the actual hours of an extra trip on a board at the bus garage on the first work day immediately following the day that the extra trip was taken.

- H. In the event that the Lead Person is unavailable on Friday to distribute the upcoming extra trips, this responsibility will be assumed by the bus driver union steward.
- I. Meals will be allowed for all trips which exceed four (4) hours.
- J. Overnight trips shall be handled by the School District and the organization involved. Bus drivers will not be roomed with a student unless the driver is agreeable. Lodging accommodations will be arranged by the Superintendent or his designee.
- K. On all trips that require a newer bus, the Lead Person will assign the appropriate bus for the trip. All drivers will comply with the Lead Person's decision.
- L. Administration will log the date when extra trip requests are presented to the office.

3.5 PHYSICAL EXAMS

Physical exams, as requested by the Board, will be paid by the Board when given by a school appointed physician. If the driver goes to an M.D. or D.O. of their choice, then the Board agrees to pay the same amount to their doctor as paid to the school doctor. Second opinions will be at the expense of the employee.

3.6 CDL LICENSE

The Board will reimburse drivers for the cost of obtaining a required CDL license, including training not to exceed ISD established hours, upon successful completion and obtaining the CDL license. The Board has no obligation to reimburse the employee for failed attempts to obtain the CDL license.

3.7 DRIVER TRAINING CLASSES

Bus drivers will be required to attend annual first aid courses leading up to their obtaining a Multi-Media Standard First Aid and CPR card. Necessary expenses related to the courses will be paid for by the School District (books, tuition, etc.) The Board agrees to reimburse contract drivers at their driving rate, including pre-approved mileage allowance, while attending driver training classes and first-aid/CPR. All classes must be approved by the Superintendent prior to attending. The School Board and the Superintendent will have two mandatory meetings for the drivers, during the school year, to bring them up to date on any new laws pertaining to special education needs, blood borne diseases, and any other bus driver related information required by law.

3.8 DRIVING DAYS

- A. In the event that there is no school due to an "Act of God" day, drivers shall be paid for the first two days missed. Should there be more than two days missed due to an "Act of God," there will be no pay for days exceeding those two days, unless the Board of Education chooses not to make up those days at a later date in the school year. Days made up shall be paid when worked.
- B. Any day when school is being held and students are in attendance at the Glen Lake Community Schools, but a kindergarten or special education or vocational education run is cancelled after the driver(s) leaves home in the morning on a regular morning run, the affected driver(s) shall be paid for his/her kindergarten or vocational education or special education run that day even though the run is cancelled.
- C. Any day that is not a scheduled attendance day for vocational education or special education students or for A.M. or P.M. kindergarten students, the driver(s) shall not be paid for that run. For example, when school is scheduled to be held for a half day and therefore only one session (A.M. or P.M.) of kindergarten is in attendance, the driver(s) shall not be paid for the run that is not taken due to students not attending that day. Likewise on days that are not scheduled attendance days at the vocational center or at special education classes in Traverse City, the respective driver(s) shall not be paid for those runs.

3.9 BUS FOLDERS

The drivers shall maintain an up-to-date folder in their bus at all times. This folder shall contain:

1. Map - outlining stops with names of children
2. Daily time schedule
3. Information provided by administration on emergency drill instructions
4. Information provided by administration on individual cases of a special nature (mental, emotional, physical, medication needed or religious exceptions).
5. Seating chart if used.

3. LEAD PERSON APPOINTMENT

The bus drivers' unit shall be consulted in appointing a Lead Person.

3.11 SCHOOL BUS PARKING

School buses shall be kept at driver's home during school year.

3.12 SUBSTITUTE DRIVERS

Substitute drivers shall not be used to go on special trips unless:

- a) A bona fide emergency exists or
- b) All regular contract drivers have refused said trip.

3.13 EMERGENCY DRIVERS

Use of Emergency Drivers:

- a) A true emergency exists.
- b) Special trip to maintain proficiency. Emergency drivers, at the discretion of the Board, take one extra trip in the fall and one extra trip in the spring of each school year.

3.14 OVERTIME REPORTING

Overtime shall be reported bi-weekly to, and approved by, the Lead Person.

- a) Expense sheets must be turned in to the Lead Person the last week of the month.
- b) Time paid for waiting (i.e., school delay, extra trip layover, etc.) shall not be considered time worked for purposes of overtime computation. Drivers waiting are considered released from duty during waiting time unless directed otherwise.

COMPENSATION AND BENEFITS

SECTION IV

4.1 SALARY GUIDE

All employees in job classification, Bus Drivers, shall be paid on the following schedule:

	<u>1994/95</u>	<u>1995/96</u>
Probationary period	\$ 8.21	\$ 8.50
Remainder of 1st year	9.96	10.31
Second Step	10.35	10.71
Third Step	11.27	11.67

During the second year of this agreement, the agreed to 3.5% salary increase will be subject to reopening if the annually adjusted cost of living, as determined by the United States Department of Labor, exceeds 4% or falls below 2%.

4.2 RETIREMENT BENEFITS

Retirement payments which the State requires the Board to pay, not including MIP, will be paid by the Board for all bus drivers to the Michigan Public School Employees Retirement Fund.

4.3 SERVICE WORK

The regular driving rate will be paid for service trips as requested by the mechanic, Lead Person and/or Superintendent.

4.4 LEARNING/INSTRUCTING ROUTES

Driving time rate will be compensated for learning and/or instructing for a new route or bus inspections when so requested by the Lead Person.

4.5 ELECTRICITY COMPENSATION

Drivers shall be paid fifty dollars (\$50.00) as compensation for electricity used for plug-in heaters, to be paid by May 1 annually.

4.6 MEAL EXPENSE

Meals will not exceed the following scale:

	<u>94-95</u>	<u>95-96</u>
BREAKFAST	\$5.00	\$5.00
LUNCH	6.00	6.00
DINNER	9.50	9.50

4.7 MILEAGE COMPENSATION

Bargaining unit employees who are requested to drive their personal automobiles on school business shall receive an allowance of twenty-five cents (25¢) per mile.

4.8 MEDICAL INSURANCE

The board will make available to all employees in the unit, medical insurance comparable to that provided to other units with collectively bargained contracts. This insurance will be provided at employee expense by way of regular payroll deductions.

ABSENCE FROM DUTY

SECTION V

If it becomes necessary for you to be absent from work, it is your duty to notify your supervisor in advance, or if unable to do so, to inform him/her at the earliest possible moment. The same holds true if it should become necessary to leave your normal work area at any time.

5.1 SICK LEAVE

Sick leave will be granted for illness or injury to the employee and his/her immediate family. Immediate family shall include spouse and/or minor children. A doctor's affidavit may be required. Sick leave may be utilized for critical illness of other children and parents upon prior approval of the Superintendent.

- a) Employees are granted sick leave according to the following schedules with a maximum accumulation of 100 days:

180 - 199 work days	=	9 sick days
200 - 219 work days	=	10 sick days
220 - 239 work days	=	11 sick days
240 & over	=	12 sick days

- b) If employment is terminated after school starts and the employee has used leave days in excess of the number accumulated or actually earned, these unearned days shall be deducted from his/her final pay.
- c) Employees on paid sick leave shall be deemed to be on continued employment.
- d) It is the responsibility of each employee to complete a "Absence Report" form upon his/her return to work and to have it signed by his/her supervisor and submit to the payroll office.
- e) An employee who becomes ill during the summer vacation and cannot assume his/her duties at the beginning of the school year (September) will be eligible for benefits under his/her accumulated sick leave, commencing the first day of school upon presentation of a physician's certification of illness or disability.

- f) Disability due to pregnancy shall be treated as any other illness or disability.
- g) 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/her credit shall have a cash surrender value of twenty-five percent.

5.2 PERSONAL BUSINESS LEAVE

Employees may be granted up to two (2) days for personal business which cannot be taken care of after work hours, weekends, or vacation periods. These days shall be applied for at least three (3) days in advance, except in the case of an emergency, and shall be deducted from sick leave. Personal leave will not be granted for vacation or recreational activities, nor immediately before or after a holiday or vacation, except in case of an emergency.

Personal Days will be granted according to the following schedule:

0 through 4 years service	-	2 personal days deducted from sick leave
5 through 9 years service	-	2 personal days; 1 deducted from sick leave
10 years and over	-	2 personal days; neither deducted from sick leave

5.3 EMERGENCY DAYS

An emergency absence of up to five (5) days with pay may be granted by the Superintendent or his designee.

5.4 BEREAVEMENT LEAVE

Absence without loss of pay shall be allowed up to three (3) days upon the death of a spouse, child, parent, parent-in-law, brother, sister, grandparent, or dependent (dependent is defined as one who qualifies under I.R.S. regulations). Such days shall not be deducted from any leave.

Upon receipt of a request from the employee, additional days may be granted by the Superintendent. These additional days shall not be subtracted from the employee's sick leave.

5.5 JURY DUTY

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.

5.6 WORKER'S COMPENSATION INSURANCE

All employees, while on the job, are covered under Worker's Compensation Insurance. In the event that an injury is incurred, an accident report form shall be secured from the Supervisor. All requested information shall be filled out and the Supervisor shall sign and return this form promptly to the payroll office for State filing.

Any employee, while employed by the District, who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law may receive from the Board the difference between Worker's Compensation payment prescribed by law and his/her regular salary, to the extent and until such time as the employee shall have used up any so called "sick leave" provided herein.

Any employee who is employed by another employer and sustains injury or disease as a result of this employment which is compensable under Michigan Compensation Law, is not eligible to receive compensation under the school's sick leave policy.

5.7 UNPAID NON-DEDUCT DAYS

Not more than three times (days) during a school year, in the event a driver has an emergency situation and is unable to run his/her route, such driver shall, upon approval of the Superintendent or his designee, and after making arrangements with a substitute driver, be off for such shift or shifts and such shall not result in an unexcused absence. Not more than two (2) drivers would be released at one time, subject to availability of a substitute driver. Unpaid days are not to be used in conjunction with a holiday or vacation except in event of emergency, and such days are not to be used for vacation or recreation. At the sole discretion of the Superintendent, on a case by case basis for extenuating circumstances, the Superintendent may approve a waiver of the restrictions on use of unpaid non-deduct days. Approval of any one request shall not require approval of any subsequent request.

GRIEVANCE PROCEDURE

SECTION VI

- 6.1 It is intended that the grievance procedure shall serve as an orderly means of settling grievances without undue interruption or disturbance of the operation of the school. A grievance shall be defined as an alleged violation of the provisions of this agreement.

In the event that an employee believes there is a basis for a grievance, he/she has no later than five (5) working days to discuss the alleged grievance personally with his/her immediate supervisor.

STEP I

If, as a result of the informal discussion with the immediate supervisor, the alleged grievance still exists, he/she may invoke the formal grievance procedure on the form set forth in Appendix I, signed by the grievant and a representative of Local 51, which form shall be available from the Local Representative. A copy of the grievance form shall be delivered to the employee's immediate supervisor within three (3) school days after oral discussion.

STEP II

Within three (3) school days of receipt of the grievance, the employee's immediate supervisor shall meet with the Local's grievance representative in an effort to resolve the grievance. The supervisor will give his/her answer in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Local's grievance representative.

STEP III

If the grievance is not settled in Step 2, the grievance may be appealed within five (5) working days after receipt of the department head's (or his designated representative's) written answer to the Superintendent (or his designated alternate) who shall address the grievance at a time mutually agreeable to the Superintendent and the Local Grievance Representative. The Superintendent (or his designated alternate) shall give his written answer to the grievance within five (5) days of above meeting.

STEP IV

If the Local's Grievance Representative is not satisfied with the disposition of the grievance by the Superintendent, or his designee, and if no disposition has

been made within five (5) school days of such meeting, or ten (10) school days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Board of Education by filing a written copy thereof with the Secretary, or other designee of the Board. The Board, no later than its next regular meeting, or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance in executive session, or give such other consideration as it shall deem appropriate.

Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Local Grievance Representative.

- a) The settlement of a grievance in any case shall not be made retroactive for any period prior to fifteen (15) days of the date the grievance was first presented in writing. The above fifteen (15) day limitation does not apply, however, in cases involving application of wages as set forth in the Schedule of Classification and Rates or in cases involving the application of fringe benefits.
- b) Time limits established by the grievance procedure may be waived or extended or steps in the grievance procedure may be bypassed upon mutual agreement of both parties.
- c) If, in any step, the Board's representative fails to give written answer within the time limits set forth, the grievance may be appealed to the next step of the grievance procedure at the expiration of such time limit.
- d) Any grievance not processed within the time limits established by the grievance procedure shall be considered as withdrawn and settled on the basis of the last disposition by a representative of the Board. Any grievance, which has been withdrawn or settled, shall not be subject of any further grievance.
- e) There will be no additional pay for any time utilized in the grievance procedure, before or beyond, their normal working day, including weekends and/or holidays.
- f) Working days as described in the grievance procedure shall mean any day which the appropriate Local representative or Board representative is scheduled to work.

In the event an employee is discharged or suspended for disciplinary reasons, the employee shall receive a written notice of such discharge or suspension and the Local representative shall receive a copy of said notice as soon as possible.

STEP V

If the Union is not satisfied with the disposition of the grievance at the previous level, or if no disposition has been made within the period above provided, the Union may file a demand for arbitration of the dispute with the American Arbitration Association, whose rules shall govern the arbitration proceeding. The Union shall file for arbitration no later than fifteen (15) days from the date of Board action. The arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement.

The costs and expenses of the arbitrator shall be borne by the losing party. In event of a split decision, the arbitrator shall assess a percentage of cost to each party consistent with the extent to which each party prevailed. In the event either party requires a transcript, exhibits, witness cost, etc., such expense shall be borne by that party.

Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

The discharge of a probationary employee shall not be subject to the grievance procedure.

The arbitration procedure shall remain in effect for the duration of this agreement, and may be revoked with notice upon expiration of the agreement.

The arbitrator's authority is limited to the following:

- 1) The arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the applications or interpretations of such express provisions.
- 2) The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this agreement and shall not substitute his judgement for that of the employer, where the employer is given discretion by the terms of this agreement or by the nature of the area in which the employer was acting. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan school laws.

6.2 REPRESENTATION

The Board recognizes a steward for the purpose of representing an employee and for assisting in resolving grievances at all steps of the grievance procedure.

A total of three (3) stewards shall represent employees in the area of jurisdiction as follows: One (1) steward in each department for day shift employees and one (1) steward to represent night shift employees. There shall be a designated alternate for each area of jurisdiction who shall act as steward in the absence of the regular steward. A steward shall function as a representative only in his/her unit of responsibility and may not represent employees from another area unit.

- a) The Union shall advise the Board in writing of names of stewards and shall also advise the Board in writing of any replacements thereto.
- b) Any aggrieved employee, stewards and alternate shall be paid at their appropriate rate for necessary time spent during their working hours participating in the grievance procedure.
- c) Stewards are not to leave their work stations without first obtaining permission from their Supervisor or Department head (or his designated representative) and unless their presence is requested by the Department head or by the Superintendent. In no event shall any employee or steward interrupt any work procedure in order to participate in the grievance procedure. Stewards, whose participation is required in the grievance procedure, shall be released from their work within a reasonable time.

SECTION VII

7.1 DURATION OF AGREEMENT

- A. Professional agreement between the Glen Lake School District and the Glen Lake Bus Drivers, HHREBU, Local 51.
- B. This Master Contract shall be in effect upon ratification and shall continue in effect until June 30, 1996.

In witness whereof, the parties have hereunto set their hands this _____ day of _____, 1994.

HHREBU Local 51 (AFL-CIO)

Glen Lake Community Schools
Board of Education

Mark H. A.
Barry P. Maguire

Virginia L. Tracy
W. J. A. A.

APPENDIX I
HOTEL EMPLOYEES AND RESTAURANT
EMPLOYEES INTERNATIONAL UNION

LOCAL UNION _____

GRIEVANCE REPORT

Date Reported _____

Employer: _____ Dept. Head _____

Employee's Name _____ Type of Work _____

Address and Telephone number: _____

Complaint: _____

Employer's Disposition of Grievance: _____

FOR THE UNION:

FOR THE EMPLOYER:

