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6/30/90

A G R E E M E N T
1987 - 1990

WHITE CLOUD PUBLIC SCHOOLS
AND
RETAIL, WHOLESALE AND DEPARTMENT STORE UNION
LOCAL 386, AFL-CIO



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White Cloud Public Schools

THIS AGREEMENT MADE and entered into at White Cloud, Newaygo County, Michigan, dated _____, 1987, and retroactive to July 1, 1987, by and between White Cloud Public Schools of Newaygo County, (hereinafter called the "school") and the Retail, Wholesale and Department Store Union, Local 386, AFL-CIO, (hereinafter called the "union").

ARTICLE I
Recognition

The school agrees to recognize the Union as the sole collective bargaining agency for all the school bus driver, custodial and garage mechanic personnel employed at the White Cloud Public Schools, but excluding substitutes, all other employees and supervisors.

ARTICLE II
Union Security & Check-Off

A. Each bargaining unit member shall, as a condition of employment on or before 30 days from the date of attainment of seniority status or the effective date of this Agreement, whichever is later, join the Union, or pay a service fee determined by the Union. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Union or authorize payment through payroll deduction, the Employer 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 same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Union, or its designee, no later than 30 days following deduction.

1. Prior to any deduction of service fees, bargaining unit members who object to the composition of the service fee shall have the right to fully process any such objection (including appeals) before the Union shall request the deduction. The Union will provide all bargaining unit members with the following:

- a. advance justification of service fee calculation.
- b. a prompt, impartial and legally adequate internal procedure for resolution of service fee disputes.
- c. escrow of reasonably disputed amounts.

2. The deduction procedure in all cases where authorization has not been made shall be as follows:

- a. The Union shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed

with the Board in the event compliance is not effected.

b. If the bargaining unit member fails to comply, the Union may file a formal request with the Board to deduct the service fee from the bargaining unit member's wages. The Union shall forward a notice of this request to the bargaining unit member and shall file a proof of service with the Board.

c. The Board, only upon receipt of said request for deduction, shall conduct a due process hearing on said request.

3. The Union agrees to assume the legal defense of any suit or action brought against the Board (including each Board member) regarding this Article of the collective bargaining agreement. The Union further agrees to indemnify the Board for any costs, including back pay, or damages which may be assessed against the Board as the result of said suit or action.

ARTICLE III Management Rights

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 to 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 employed for thirty (30) working days, and during the probationary period he/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/her employment at the White Cloud Public Schools.

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 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 employment with the school. The school agrees to furnish the Union with a seniority list by October 1, of each school year and when a new hiree attains seniority status. Within 21 days of the October 1 posting of the seniority list, employees shall object to any perceived errors in the list; thereafter the list shall be considered final and conclusive. Identical hiring dates will be entered alphabetically.

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

Section 4. All notices of recall shall be by certified mail. 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. Special Trips: Bus Drivers Only.

A. Drivers willing to make special trips will be listed in order of seniority.

B. Trip assignments will start at the top of the list and rotate in order.

C. Drivers refusing or unable to make their trip shall be bypassed until the next regular rotation.

D. No trading of trips shall be made.

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

F. Each team sport (including varsity) shall be posted for a "seasonal bid". During that time the driver who is awarded the bid may not bid on other trips. Any driver shall be entitled to one such "seasonal bid" per school year, except that if there are no other bidders on subsequent seasonal posting, the driver may bid on such posting, except bus drivers employed as part-time custodians.

G. Special trips shall be driven by seniority school bus drivers who indicate their desire to take such trips by signing a sheet posted for that purpose. Assignments shall be made according to above paragraphs A, B, C, & D. Drivers employed as custodians shall not be eligible for special trips that coincide with their regularly scheduled custodial duties. Sheets posted for summer special trips shall be posted at the end of the school year.

H. It shall be at the sole discretion of management to utilize employees for special trips which may result in the payment of overtime to those employees.

I. Transportation of students in a vehicle which does not require a certified bus driver to operate, shall not be construed as bargaining unit work.

Section 6.

A. There shall be two (2) departments for seniority purposes; custodians and school bus drivers.

B. Seniority shall not be transferable between departments. Employees who voluntarily elect to transfer to another department shall retain accumulated seniority in their former department until seniority in the new department becomes equal in length.

C. Employees whose regular work schedule in either or both departments consists of forty (40) hours or more per week shall be considered full-time employees. Employees whose work schedule is less than thirty one (31) hours per week shall be considered part-time employees. The status of employees whose regularly scheduled hours of work exceed thirty (30) but less than forty (40) will be decided by mutual agreement between the union and the school.

D. In the case of vacancies due to the termination of employees or the addition of jobs, such opening shall be posted for bid and the most senior employee applying from that department shall be awarded the job, if all other factors are relatively equal.

E. All vacancies, including those which occur due to the bidding procedure, shall be posted for three (3) working days.

F. Posted job opening shall be assigned to the winning bidder within one week after the end of the posting period.

G. In the event of route revisions and/or realignments, such route shall be retained by the school bus driver who previously drove the greater part of the route. A driver who loses his/her route assignment because of this procedure may "bump" the lowest seniority driver.

H. 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, and among those applying, the most senior employee shall be assigned to the route. Subsequent vacancies due to the bidding procedure may be filled in any manner suitable to management.

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 employment.

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, which ever is shorter, for any reason other than sickness, unless on an approved leave of absence.

ARTICLE V
Sickness and Bereavement

BUS DRIVERS

Section 1. The school will continue in effect the current sick leave program. Each employee shall have earned one (1) day sick leave per month of employment based on a ten (10) month work year.

At the end of the school year, or years, any unused days of sick leave shall be accumulative to a total of not more than eighty-five (85) days.

It is 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 supervisor as soon as possible so a substitute may be arranged.

Section 2. A maximum of three (3) days per year for bus drivers shall be allowed per employee for death in the immediate family which includes: husband, wife, son, daughter, brother, sister, father, mother, father-in-law, mother-in-law, grandparents. This leave is not chargeable against sick leave.

Section 3. Routine medical, dental and optician appointments shall be covered under sick leave provisions.

Section 4. Unused sick days shall be compensated at 1/2 pay upon an employee's leaving employment with the school district provided the employee was not terminated for cause.

CUSTODIANS

Section 1. Leaves of absence with pay chargeable against the employee's allowance of 12 days per year, accumulative to 110 days, shall be granted for the following reasons: A. Personal illness.

B. A maximum of five (5) days per school year for a critical illness in the immediate family. The immediate family to be defined as including mother, father, spouse, son or daughter.

C. One (1) day per year when emergency illness in the family requires a custodian to make arrangements for necessary medical or nursing care.

D. Time necessary for the conduct of personal affairs which cannot normally be handled outside school hours, such as

performance of religious obligations and routine medical and dental appointment when such appointments cannot be made at any other time. Leave granted under this provision shall be limited to three days per year and such leave must be approved by the school administration prior to the absence. Leave under this provision shall not be used by employees for the purpose of seeking employment elsewhere or for recreation.

E. One (1) day for attendance at the school graduation of a son, daughter, husband or wife.

F. Time necessary for attendance at the funeral service of a person whose relationship to the custodian warrants such attendance.

G. A maximum of five (5) days per year for custodians shall be allowed per employee for death in the immediate family which includes: husband, wife, son, daughter, brother, sister, father, mother, father-in-law, mother-in-law, grandparents. This leave is not chargeable against sick leave.

H. After the 3rd consecutive day of absence, the Board may request a doctor's verification of any illness covering the length of absence for which the custodian is to be paid.

Section 2. Unused sick days shall be compensated at 1/2 pay upon an employee's leaving employment with the school district provided the employee was not terminated for cause.

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 this Agreement.

Step 1. Any employee who believes he has a grievance shall discuss it with his immediate supervisor, with or without his steward, as the employee desires. 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 1. and the employee desires to appeal, the Chief Steward shall present the grievance, in writing, signed by the aggrieved employee, to the school Superintendent, within two (2) working days after the supervisor's answer in Step 1. above.

Thereafter, the Chief Steward shall meet with the Superintendent for the purpose of discussing the grievance. If the grievance is settled as the 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) days after the date of such meeting.

Step 3. If the grievance has not been settled in Step 2. and the school's answer is not satisfactory to the Union, the Union may appeal, in writing, to the school Superintendent within two (2) working days. Within ten (10) working days thereafter, the Superintendent, or his representative will meet with an international representative of the Union and the Chief Steward 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 a written answer to the grievance within five (5) days after the date of such meeting.

Step 4. If the grievance is not settled in Step 3. 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 ten (10) working days from the date of the school's final answer in Step 3. 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 the presenting its own case, but the cost 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 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 of 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. No grievance shall be filed or processed if it concerns a matter occurring more than five (5) working days prior to the date of filing, or five (5) days prior to the time the employee should have become reasonably aware of such grievance.

ARTICLE VII
BUS DRIVERS' WAGE SCHEDULE

	1987-88	1988-89	1989-90
A. Regular Run.			
\$26.42 base pay/ day plus \$.21 per mile per trip over 20 miles		\$27.87 base pay/ day plus \$.22 per mile per trip over 20 miles	\$29.40 base pay/ day plus \$.22 per mile per trip over 20 miles
B. Noon Route.			
\$12.48 per day, plus \$.21 per mile per trip over 20 miles		\$13.17 per day, plus \$.22 per mile per trip over 20 miles	\$13.89 per day, plus \$.22 per mile per trip over 20 miles
C. Extra Trips			
\$6.11 per hour, plus meals Where applicable		\$6.44 per hour, plus meals where applicable	\$6.80 per hour, plus meals where applicable.
D. Vocational Run			
\$10.69 per trip		\$11.27 per trip	\$11.90 per trip

CUSTODIANS WAGE SCHEDULE

	1987-88	1988-89	1989-90
Beginning rate through 29 working days - \$5.10 per hour		Beginning rate through 29 working days - \$5.36 per hour	Beginning rate through 29 working days - \$5.63 per hour
30 or more working days - \$8.16 per hour		30 or more working days - \$8.57 per hour	30 or more working days - \$8.99 per hour

Second shift employees will receive an additional \$.15 per hour.

Custodians will receive an additional \$.10 per hour as a uniform allowance.

Section 2. Bus Drivers & Custodians - Oar Clause

The employer agrees to pay the employee's contribution to the Public School Employees Retirement Fund.

ARTICLE VIII
Insurance

Upon acceptance of written application, the Board agrees to provide each full-time custodial employee, who needs it, health care protection. Single subscriber, employee and spouse or full family coverage of MESSA Super Med II with a Care Rider underwritten by Blue Cross Blue Shield will be available. On July 1, 1989, the Board shall provide full time custodial employees Delta Dental Plan 006.

ARTICLE IX
Vacation and Holidays

Section 1. Relative to vacations, the anniversary date for all employees will be July 1, of each year.

Section 2. Vacations, with pay, will be granted to full-time employees on permanent status according to the following schedule:

- After 1 year employment-----5 working days
- After 2 years through 5 years
employment-----10 working days
- After 5 years employment-----10 working days, plus
one (1) additional day for each year over five
(5) to a maximum of fifteen (15) days.
- After 10 years employment, one additional day every other year to
a maximum of 20 days

Full-time employees who have been employed less than a year on their first July 1 anniversary date will be granted vacation on a pro-rata basis of the above schedule. Vacations will be taken at times mutually agreed upon by the employer and the employee.

Section 3. Paid holidays shall include, without exception, the following:

CUSTODIANS

- | | |
|-----------------------------------|-----------------------------------|
| 4th of July | Last working day before New Years |
| Thanksgiving | New Years |
| The day following Thanksgiving | Good Friday |
| Last working day before Christmas | Memorial Day |
| Christmas | |

BUS DRIVERS

- | | |
|------------------------|--------------|
| Labor Day | Christmas |
| Thanksgiving | Good Friday |
| Day after Thanksgiving | Memorial Day |

To qualify for holiday pay, the employee must be scheduled to work during the holiday week and must meet the work schedule, unless excused for just cause.

Holiday pay will consist of the employee's normal daily earnings for that period.

ARTICLE X
Working Hours

CUSTODIANS - The basic custodial work week shall consist of a forty (40) hour work week. When an employee, at the request of the employer, works in excess of forty (40) hours per week, he shall be paid at 1+1/2 times his hourly rate for those hours in excess of forty (40).

ARTICLE XI
Miscellaneous Provisions

- A. Drivers who attend a student disciplinary conference at the request of the principal will be paid at the rate of \$3.35 per hour, with a minimum of one hour pay.
- B. The Board will establish a fee which will be sufficient to cover the cost of the required driver physical examination from a physician of the Board's choice. Drivers who choose another physician will receive an amount equal to the Board established fee for that physical.
- C. The Board will pay fees for testing required for bus driver certification.
- D. Inclement Weather
1. Bus Drivers. Bus drivers are not required to work on school days cancelled due to inclement weather or reasons beyond Employer's control. Drivers will receive pay for those days which are not required to be made up in order for the school district to receive full State Aid. Act of God days which must be rescheduled for the school district to receive full State Aid shall be unpaid at the time of cancellation. Drivers will receive their normal rate of pay on the rescheduled day provided they work on that rescheduled day. It is within the Board's discretion to reschedule Act of God days.
 2. Custodians. On the first day which school is cancelled because of inclement weather, the four least senior custodians shall report to work. Other custodians need not report to work but shall receive their normal wages for that day. On the second day which school is cancelled because of inclement weather, these more senior employees who did not report to work on the first cancelled day shall report to work. Those custodians not reporting to work on that day shall receive their normal rate of pay. On the third day school is cancelled because of inclement weather, all custodians shall report to work.
- E. Part-time employees shall be permitted to subscribe to the group medical insurance plan on an individual basis by means of a payroll deduction.
- F. Employees will receive full pay on days when serving on jury duty. The employee will turn in to the Business Office the jury duty paycheck (not mileage or expenses) in return for full wages for that day.
- G. The school shall administer adequate discipline, as determined by the principals, to unruly student bus riders, in a uniform manner; and promptly inform the school bus driver of the action taken.
- H. Disciplinary reports will be removed from an employee's file two years from date of issue.

- I. Custodians shall be provided a reasonable time to clean the gymnasium floor prior to athletic events.
- J. A smoking area shall be designated by the Board.

ARTICLE XII
Duration of Agreement

This agreement is the complete Agreement between the parties, and shall become effective on July 1, 1987, and will remain in effect until June 30, 1990, and from year to year thereafter; provided, however, that either party may request the re-opening of negotiations by serving the other party with written notice of such request by April 1, 1990, or any April 1, thereafter.

FOR THE BOARD OF EDUCATION

FOR THE UNION

Date Signed

Date Signed