

6-30-75

This Agreement made and entered into this _____ day of _____, 1974 by and between the Allegan Public School District of Allegan County, Allegan, Michigan, hereinafter referred to as the "Employer" and Service Employees International Union, Local 586 AFL-CIO hereinafter referred to as the "Union".

ARTICLE I

Purpose and Intent

The general purpose of this agreement is to set forth the wages, hours, working conditions, and other conditions of employment for the duration of this Agreement and to promote harmonious labor relations for the mutual interest of the employer, the employees, and the Union. The Employer and the Union for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this agreement.

ARTICLE II

Recognition

The Employer hereby recognizes the Union as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all regular and substitute bus drivers, but excluding supervisory personnel, Head Start drivers, mechanics, custodial and maintenance personnel, kitchen help, and all other employees of the employer.

*Allegan Public School
550 Fifth St.
Allegan, Michigan
49010*

Allegan Public School

ARTICLE III

Management Rights

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

(1) To the executive management and administrative control of the school system and its properties and facilities, and the direction of the activities of its employees within the scope of their employment; to establish written personnel and other policies;

(2) To hire all employees subject to the provisions of law, to determine their qualifications for continued employment, to discharge, discipline or demote for just cause, and to promote, transfer, and retire all such employees.

(3) To establish policies, bus schedules, the hours of work, and other duties, responsibilities and assignments of drivers and other employees, terms and conditions of employment not in conflict with this Agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.

ARTICLE IV

Representation

All present and all new employees who are covered by this agreement shall be represented by the Union for the purpose of grievance procedure and negotiations.

Section 1: Nothing herein contained shall abridge the right of any individual to process his own grievance upon written notification to do same to the Employer and the Union. The Union may have a representative present at all discussions of the grievance and any adjustments that may result therefrom shall not be inconsistent with the terms of this Agreement.

Section 2: Any employee engaged during his working hours in behalf of the Local Union with a representative of the Board or participating in a grievance hearing, shall be released from his regular duties without loss of pay. Either party hereto may require that contract negotiations between the parties, or grievance hearing shall be held during non-working hours.

ARTICLE V

Union Security

Section 1: All present employees and all new employees for whom the Union has been designated as the exclusive bargaining agent in Article I Section I of this Agreement shall after completion of sixty (60) days worked become members of the Union or pay the equivalent of Union dues for Union representation.

Section 2: The Union agrees to indemnify and save the Board, and including each individual School Board member, all Administrators and Supervisors harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Article.

Section 3: For the purpose of this Agreement, the term union dues shall mean regular monthly dues excluding fines, assessments, special funds or any additional monies that are added to the regular dues.

Section 4: The employer shall make a payroll deduction for union dues if the dues amount is verified in writing by the Union. Further, the Employer shall be free from any and all liabilities by reason thereof to those employees whose dues are deducted.

Section 5: The Employer agrees to make such deductions from the first payroll period each month for the duration of this contract. Further, the union monies withheld will be forwarded to an official designated by the Union within ten (10) days after such deduction was made along with a dues check-off list.

Section 6: The written authorization of the dues deduction shall remain in effect until revoked by the written authorization of the employee, 30 days prior to deduction.

ARTICLE VI

Grievance Procedure

Section 1: A grievance shall be defined as a charge of a violation, misinterpretation, or misapplication of the expressed terms of this Agreement.

Section 2: For purposes of this Article, days shall mean calendar days, exclusive of Saturdays, Sundays and legal Holidays.

Section 3: Procedures for Adjustment of Grievances:

Step 1 An employee with a problem or a grievance shall first discuss the matter with his immediate foreman or supervisor with the objective of settling it quickly and informally.

Step 2 In the event the grievance has not been satisfactorily settled, the matter shall be reduced to writing no later than ten (10) days from date of occurrence. The written grievance shall set forth the following items:

- (a) Name of Grievant and date grievance occurred.
- (b) Facts involved including sections of contract allegedly violated.
- (c) The Grievance shall be signed by the Grievant and a member of the grievance committee or steward.
- (d) Grievance shall specify relief requested.

The written Grievance shall be presented to the Employee's immediate supervisor for disposition. Within five (5) days of receipt of the written grievance the supervisor shall have a conference with the Grievance Committee. It is the Supervisor's responsibility to attempt to set a mutually satisfactory time and place for said meeting. The affected employee or employees may be present at such meeting. Within five (5) days after meeting, the supervisor shall state his decision in writing and furnish a copy thereof to the employee and Grievance Committee Chairman.

Article VI - Grievance Procedure (Continued)

Step 3 Within five days after receiving the decision in Step 2, the Grievance Committee may appeal in writing to the Assistant Superintendent of Schools, provided, however, the Superintendent may represent Management at this level, if he desires.

(a) Within five days of receipt of the written grievance, the above designated administrator shall have a conference with the Grievance Committee. It is the Administrator's responsibility to attempt to set a mutually satisfactory time and place for said meeting. The affected employee or employees may be present at such meeting.

(b) Within five days after the meeting, the Assistant Superintendent or Superintendent, as the case may be, shall state his decision in writing, and furnish a copy thereof to the employee and the Grievance Committee.

Step 4 Within five days after receiving the decision of Step 3, the Grievance Committee Chairman may appeal the decision in writing through the Superintendent to the Board of Education. Within ten days of receipt of the grievance the Board of Education shall have a hearing with the Grievance Committee.

It is the Superintendent's responsibility, after consulting with the chairman of the Grievance Committee to set the time, place, date of hearing and to so inform the chairman of the Grievance Committee.

The Board of Education shall hear the grievance in dispute and shall render its decision in writing within ten (10) days from the close of the hearing. The Board of Education's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue submitted. The Board of Education shall confine their decision to the particular case submitted to them.

Article VI - Grievance Procedure - Continued

Step 5 If the Union is not satisfied with the disposition of the grievance by the Board or no decision is rendered with the time provided in Step 4, the Union may, within ten (10) days, submit the matter to arbitration.

Prior to submitting the matter to arbitration, the Chairman of the Grievance Committee shall so inform the Superintendent of Schools in writing of the Union's intention.

The Board's representative and the Chairman of the Grievance Committee shall mutually select the arbitrator within ten (10) days of the arbitration request by the Union. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules. The only evidence or arguments which may be presented at the arbitration hearing are those which were used in the previous steps of this grievance procedure and a written reference has been made.

The arbitrator shall hear the grievance in dispute and shall render his decision in writing within thirty days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issue submitted to arbitration. The arbitrator shall confine his decision to the particular case submitted to him. Both parties agree to be bound by the award of the arbitrator.

The arbitrator shall have no authority except to pass upon alleged violations of this Agreement. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, *not nor* to interfere with the exercise of the Board's rights and responsibilities, except as these are expressly limited by this Agreement.

The fees and expenses of the arbitrator shall be paid at the equal expense of the parties.

Article VI - Grievance Procedure - Continued

Section 4: Miscellaneous

- A. All grievances, disputes or other matters which may be processed under any state or federal regulation or statute shall not be the subject matter of the grievance procedure herein established. Any determination or action taken under any such state or federal regulation or law shall be binding to the extent required by such regulation or law.
- B. On agreement between the Board of Education and the Union, hearing upon a grievance may be commenced at any step, and any time limit within the grievance procedure may be extended by mutual agreement.
- C. An Employee or Board has the right to be represented at any step in the grievance procedure by an attorney or representative of their own choice.
- D. Any disposition of an appeal by the Union which is not issued within the time limits specified shall result in a forfeiture of the grievance or settlement on the basis of the Union remedy requested.
- E. The President of the Local Union shall submit the names of the Grievance Committee in writing to the Superintendent of Schools. No member of the Bargaining Committee, Grievance Committee, Steward or Alternate Steward shall function as such until the employer has been advised of the selection in writing by the Union. The Committee membership shall be limited to three (3) members including the Chairman.

ARTICLE VII

Seniority

Section 1: Seniority shall be defined as an employees length of continuous service in the bargaining unit with the employer since his last hiring date (last hiring date shall mean the date which an employee first worked since which time he has not quit or been discharged). No time shall be deducted or gained by an employee in regard to seniority due to absences occasioned by authorized leaves of absence or lay-off.

Employees making a transition from "regular driver" to "sub driver" shall have their seniority as a regular driver multiplied by two (2) for purpose of seniority as a "sub driver". Employees making a transition from sub driver to regular driver shall have their seniority as a "sub driver" divided by two (2) for purposes of seniority as a "regular driver".

In all cases, regular drivers seniority shall supercede sub drivers seniority.

Section 2: Probationary employees will have none of the rights and privileges extended by virtue of this agreement except those pertaining to the wage schedule.

Section 3: All new employees shall be probationary employees until they have completed 60 days worked. For the purpose of this section only, any part of a day worked shall count as a full day of work.

a. During the probationary period the employee shall have no seniority status and may be laid off or terminated at the sole discretion of the employer without regard to his length of service.

b. Upon satisfactorily completing his probationary period, the employee's name shall appear on the seniority list as of his most recent date of hire in the bargaining unit.

Section 4: Upon the execution of this Agreement, an up-to-date seniority list shall be prepared by the employer and mailed to the Unit President within thirty (30) days after the execution and thereafter the employer shall mail an up-dated seniority list to the Unit President once every six (6) months.

ARTICLE VIII

Lay-Off and Recall

Section 1: When it becomes necessary to lay-off unit employees, employees will be laid off by seniority in accordance with the following order:

1. Substitute Drivers
2. Probationary regular drivers
3. Regular drivers

Section 2: Employees will be recalled from lay off in reverse order of lay off. Employees shall have five (5) days in which to return to work or shall be considered as having quit. Notice of Recall will be mailed to the last known address.

Section 3: No new employees shall be hired until the recall provision of the agreement have been exhausted. The employer shall not use non-unit employees for bargaining unit work during a period of lay off except in emergency situations.

ARTICLE IX

Transfer and Job Openings

Section 1: All unit job vacancies shall be posted on the Union Bulletin Board for seven (7) consecutive days. A copy shall be mailed to unit president on day of posting.

Section 2: All employees shall have the right to bid on such openings the most senior employee applying for such position shall be given the opportunity to fill said position. Employee will be limited to one transfer per school fiscal year.

Section 3: Any employee may refuse permanent transfer or promotion without loss of seniority. For the purpose of this Agreement permanent transfer shall mean any transfer in excess of thirty (30) calendar days.

Section 4: Bus driving assignments shall be allocated during the summer school period by Seniority. If no senior driver desires summer runs, they may be filled at the employers option.

ARTICLE X

No Strike/No Lock Out

During the term of this agreement, the Union will not authorize, sanction, condone, or acquiesce in, any strike or work stoppage of any kind or nature. Strike and work stoppages shall be deemed to include, but are not limited to: slow downs, stoppages of any kind, sit-ins, refusal to perform work, "blue flu", or any other type of interference of any kind whatsoever with operations at any of the facilities, singularly or jointly, of the Employer, and picketing or demonstrating of any kind during working hours. The Union further agrees that it will not engage in any sanctioned activities or other terms of boycotts of the Employer.

In the event of any violation of this Article of the agreement the Union shall be expected to take any and all reasonable action within its power to bring the activity to an end. If the Union undertakes the foregoing and has not acted in violation of its obligations under the agreement it shall not be liable in any way for such activities.

The Employer shall have the right to discipline, including discharge, any employee for taking part in any violation of this provision. The employer agrees that it will not lock out any employee or group of employees during the term of this Agreement.

ARTICLE XI

No Discrimination

For the duration of this agreement the employer and the Union agree not to discriminate against any bargaining unit employee because of race, creed, sex, nationality, political beliefs, or Union affiliation.

ARTICLE XII

Sick Leave

Section 1: All regular drivers shall be credited one sick leave day per month provided ten (10) work days are scheduled in the month for the month to count for sick leave credit purposes. If a driver is credited with nine (9) sick leave days in a school year, the driver will be credited one (1) sick leave day bonus.

Section 2: Any unused portion of the sick leave shall accumulate to a maximum of 50 days.

Section 3: Sick leave shall be granted for personal illness, injury or quarantine of an employee or up to three (3) days of illness or injury to a member of the household.

Section 4: A medical certificate may be required in the absence of reasonable evidence of an employees illness or injury that prevented his attendance at work for a period in excess of two (2) consecutive days, except in cases of patterned or excessive absenteeism.

Section 5: Sick leave accrual shall be retained by an employee in each of the following cases:
(1) An employee who is on authorized leave of absence, or
(2) An employee who is recalled from lay off.

ARTICLE XIII

Maternity Leave

Maternity Leave shall be granted for a period of up to one year upon the same provisions as in Article (16) (18). Maternity Leave may be extended by the employer.

ARTICLE XIV

Military Leave

Members of the National Guard, Naval Reserve, Army Reserve, Air Force Reserve who are ordered to tours of active duty not to exceed two (2) calendar weeks per year shall be granted a leave of absence to fulfill their military obligations.

ARTICLE XV

Bereavement Leave

Sick leave may be used for death of Father, Mother, Spouse, Child, Brother, Sister or other dependent in the household covered by the Internal Revenue Code of Dependency. Sick leave so used shall be limited to three (3) days at time of death.

ARTICLE XVI

Personal Leave

An employee shall be granted without pay two (2) work days per year for the sole purpose of transacting non social or non recreational personal business of an urgent nature that cannot be handled outside of normal working hours.

ARTICLE XVII

Leave of Absence

Employer may grant a leave of absence without pay, without fringe benefit, without accumulative seniority but retaining seniority, without wage credit, upon written application stating reason and length of leave desired, provided application is made at least 30 days in advance and further that a qualified and suitable replacement is available.

Employees on Leave of Absence shall be reinstated at the prevailing rate of pay and benefits.

Employees shall furnish written notification of intent to return to work 20 days prior to termination of Leave of Absence.

Employees returning from a leave of absence of thirty (30) calendar days or less shall be reinstated to their former job. An employee returning from a leave of absence of more than thirty (30) calendar days shall be reinstated to their former job classification and shall replace that lowest seniority person in the job classification.

ARTICLE XVIII

Sub Contracting

Section 1: Work normally performed by Bargaining Unit Employees will not be subcontracted provided employees and equipment are available to perform such work.

Section 2: Employees who are not members of the bargaining unit will not perform work normally performed by Bargaining Unit employees on regular trips except in emergency situations or in the instruction or training of an employee.

ARTICLE IXX

General

Section 1: The employer agrees to provide a 2' X 3' bulletin board to carry Union announcements, notice of meetings, results of Union elections and notices pertaining to nominations and elections. This bulletin board will be used by the Union for the above purposes only.

Section 2: It shall be the responsibility of each employee to meet all State of Michigan requirements for bus drivers, have valid all certificates and licenses as the State of Michigan requires.

Each employee shall be paid \$3.70 per year for the cost of a valid chauffer's license.

Section 3: When an employee's vehicle is required to perform employers business the employee will be paid 11¢ per mile or the employer's current mileage rate which ever is greater.

Section 4: The Union shall have the right to use school building facilities for meetings on the same basis as any civic organization in the school district.

ARTICLE XX

Call In

A regular driver will receive one and one quarter (1 1/4) hours of wage for each snow day provided the regular driver drove their regular run the previous day.

ARTICLE XXI

Payroll Deductions

Section 1: Payroll deduction for regular drivers shall be made for employees to participate in the employers health insurance program provided:

1. Driver gives written authorization for such deduction.
2. Driver agrees to remit to the employer the total cost of the insurance premium within three (3) days after the pay day the deduction is to be made if the net wage is less than the cost of the total premium.
3. Driver agrees that the July, August, and September premium shall be deducted (or due) from the last pay period of the school year for bus driver.
4. Driver agrees that the health insurance shall be canceled immediately if the above is not adhered to.

Section 2: Payroll deductions shall be made only for the following authorized items:

1. Mandatory Government deductions,
2. Per deduction in Article V, and
3. Health insurance as outlined above.

ARTICLE XXII

Health & Welfare

Section 1: Any physical examination an employee is required to take as a job requisite shall be at the expense of the employer.

Section 2: Employees must immediately report to their supervisors any injury sustained by students or themselves in which the vehicle entrusted to them is involved.

Section 3: All employees shall observe all reasonable safety rules and shall use such safety devices or equipment as provided by the employer.

ARTICLE XXIII

Extra Trips

Section 1: A driver shall be paid a minimum of one (1) hours wages for any extra trip except that if an extra trip preceeds or extends the regular run up to thirty (30) minutes the driver will be paid at the regular hour rate. If the extra trip is more than thirty (30) minutes, the total extra trip will be paid at the extra trip rate.

Section 2: Extra trips taken between runs, (e.g. between the secondary and elementary run in the A.M. or P.M.) no additional wage will be paid.

Section 3: A driver may sign to drive up to two (2) extra trips in any day on a first come, first sign up basis. However, a driver may drive more than two extra trips in a day. All extra trips shall be posted within two (2) work days after authorization by the Assistant Superintendent. If there is less than two work days notice, the extra trip will be offered to unit drivers. If no driver agrees to drive, the supervisor shall assign a driver.

Section 4: Extra trips shall be defined as those trips that do not involve the transportation of children between their home and school or the school and their home in a school bus.

Section 5: All extra trips that requires a certified Michigan School Bus Driver shall be unit work except in cases of emergency or when a commercial carrier is requested.

ARTICLE XXIV

Overtime

Section 1: Time and one half (1 1/2) shall be paid for all hours worked in excess of forty hours in any one pay week. Time not worked but compensated for (e.g. Leaves or Snow days) shall not be considered as time worked when computing overtime.

Section 2: No employees regular work schedule shall be changed to avoid payment of overtime.

ARTICLE XXV

Wages

Section 1: Hourly rate for regular drivers transporting children between their home and school and between school and their home on a regular scheduled run (single runs, kindergarten runs or double runs) shall be:

Starting \$2.60

After completion of 60 days work as a regular driver or one year of employment as a substitute driver. \$2.70

After completion of:

1 year of employment as a regular driver	\$2.85
2 years of employment as a regular driver	\$3.00
3 years of employment as a regular driver	\$3.10
4 years of employment as a regular driver	\$3.20
5 years of employment as a regular driver	\$3.85

Section 2: Hourly rate for substitute driver driving a regular scheduled run on a substitute basis shall be:

\$2.60 per hour starting

\$2.65 per hour after completion of 60 days of work.

\$2.70 per hour after completion of 1 school year of employment.

Section 3: The hourly rate for kindergarten drivers shall be in accordance with the above wage schedule plus 15¢ per hour with a minimum of \$5.00 per kindergarten run.

Section 4: Hourly rate for extra trips shall be \$2.65 per hour. Time shall be computed from garage to garage with bus clean up time included in the above.

Section 5: Each regular scheduled double or single run shall be authorized twenty minutes clean up time each day. If a run is split between drivers, the 20 minutes shall be prorated.

Cleanup time shall be defined as cleaning the interior of the bus, fueling the bus, cleaning all exterior light lens, cleaning windshield, rear glass, and mirrors.

ARTICLE XXVI

Separability

If any article or section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE XXVII

Duration of Agreement

Section 1: This Agreement shall be effective as of September 1, 1974 and shall continue in effect to and including June 30, 1975 and from year to year thereafter unless written notice to modify or terminate the agreement is given 60 calendar days prior to the expiration date or any subsequent expiration date.

Section 2: In the event notice of termination is given by either party as provided in the preceding paragraph, negotiations between the parties regarding a new agreement shall commence within 14 days from the receipt of such notice.

LOCAL 586

ALLEGAN SCHOOL DISTRICT
