

6-30-74

Spring Lake Bd. of Education

MASTER AGREEMENT

BETWEEN

THE SPRING LAKE BOARD OF EDUCATION

AND

THE SPRING LAKE BUS DRIVERS AND
SCHOOL CUSTODIANS/MAINTENANCE EMPLOYEES
AFFILIATED WITH COUNCIL #55
A.F.S.C. & M.E., AFL-CIO

July 1, 1972 --- June 30, 1974

State of Michigan
Employment Relations Commission
Mediation Division
603 Department of Labor Building
7310 Woodward Avenue
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AGREEMENT

THIS AGREEMENT entered into this 28th day of August, 1972, by and between the SPRING LAKE SCHOOL DISTRICT #41, Spring Lake, Michigan, hereinafter referred to as the "Employer," and the SPRING LAKE BUS DRIVERS AND SCHOOL CUSTODIANS/MAINTENANCE EMPLOYEES, affiliated with Council #55, A. F. S. C. & M. E., 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, and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union. Recognizing that the safety and well-being of students are the paramount concern of all employees of the District, 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 AND UNION SECURITY

Section 1. Pursuant to the provisions of Act 379 of the Public Acts of 1965 of the State of Michigan, as amended, the Employer does hereby recognize the Union as the exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment of employees of the Employer as follows:

(1) All bus drivers, excluding supervisors and all other employees, as certified R 71 H 331, October 8, 1971.

(2) All custodial and maintenance employees, but excluding supervisors and all other employees, as certified R71, K-429, December 28, 1971.

Section 2. The Employer and the Union agree that, for the duration of this Agreement, neither shall discriminate against any job applicant or employee because of race, religion, color, creed, sex, nationality or political belief, nor shall the Employer or its agents

nor the Union, its agents or members, discriminate against any employee because of his exercising those rights guaranteed by State or Federal law.

Section 3. UNION SECURITY. Requirements of Union Membership.

(1) Employees covered by this Agreement at the time it becomes effective, who are members or who choose to become members, shall be required as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.

(2) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall not be required, as a condition to continue employment, to become members of the Union, but those current employees who do join in the future and all new employees hired after the effective date of this Agreement shall be required to become members or pay to the Union each month a charge in the amount equal to the regular monthly dues for the duration of this agreement, on or before the thirtieth (30th) day following each effective date. For those who pay the equivalent charge, the amount will be contributed to the Spring Lake Boosters Club.

(3) Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement, and covered by this Agreement, shall be required as a condition of continued employment, to become members of the Union, or pay to the Union each month a charge in an amount equal to the regular monthly dues for the duration of the Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit.

(4) Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than thirty (30) days in arrears in payment of membership dues. Employees shall be deemed to have complied with the requirements of this section if they are not more than thirty (30) days in arrears in payment of the equivalent charge.

(5) Employees who fail to comply with the requirement of this Article will be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

(6) Union agrees to indemnify and save the Board harmless against any and all legal claims, suits or other forms of liabilities arising out of the Board's compliance with this section of the Agreement.

Section 4. UNION DUES

(1) Payment by Check-off. Employees shall authorize deduction of monthly membership dues by signing the Authorization for Check-off of Dues Form.

(2) Check-Off Form. During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-off of Dues hereinafter set forth, the Employer agrees to deduct only Union membership dues from the pay of each employee who executes or who has executed the following Authorization for Check-off of Dues Form and filed the same with the Employer. The Employer shall be entitled to rely solely on the written notice of the Union as to the amount to be deducted from the employee's wages and the employees from who such deductions are to be made provided that authorization shall be given to the payroll department at least three weeks prior to the pay day of which deductions are to be made and provided deductions for check-off of union dues shall not supersede any legally required deductions, and the Employer shall not be required to make any check-off for union dues if the employee's pay is not sufficient to cover the dues in any pay period.

(3) When Deductions Begin. Check-off of deductions under all properly executed Authorization for Check-off of Dues shall become effective at the time the authorization is signed by the Employee and shall be deducted from the first pay period of the month and each month thereafter. The dues shall be sent to the local treasurer within ten (10) days thereafter with a list from whom dues were deducted.

ARTICLE III

MANAGEMENT RIGHTS

Section 1. The Employer 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 sole and exclusive right to manage and operate the Facility in any and all of its operations and activities; the right to hire, promote, discharge, discipline, lay off and recall employees and to maintain discipline and efficiency, the right to determine and implement all matters pertaining to the services to be furnished, including the methods, procedures, means, equipment and machines required to provide such services; the right to determine the composition and number of facilities and their locations; to establish the numbers of personnel required; the right to assign work to employees within their classification; the right to direct and control operations; the right to discontinue, combine or reorganize any services or any part or all of the operations; the right to direct the work force; the right to assign work in a reasonable manner in the interests of efficiency of operations and to determine the number of employees assigned to operations; the right to study and use improved methods and equipment, machinery or processes, to change or eliminate existing equipment and institute

technological changes, decide on materials, supplies, and equipment to be purchased; the right to construct new facilities or improve existing facilities; the right to determine the size of the work force and increase or decrease its size; the right to schedule hours of work and shifts as per this Agreement; to determine lunch rest periods and clean up times; the right to establish work schedules; the right to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work; and in all respects to carry out the ordinary and customary functions of management except as specifically restricted by the terms of this Agreement.

Section 2. The Employer shall have the right to promulgate at any time and to enforce any rules and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the Facility, so long as they are not inconsistent herewith, and any employee who violates or fails to comply therewith shall be subject to discipline or discharge just the same as if they were set forth in this Agreement. The Employer shall furnish the Union with a copy of the work rules and the Union shall have the right to grieve the enforcement of any work rule established by the Employer.

Section 3. The Union recognizes that volunteer organizations and voluntary individuals may perform services in the Facility that are a valuable and necessary contribution to the welfare of the students and to the operation of the Facility, and that in no way interfere or conflict with the normal work, safety, duties, or privileges of employees within the bargaining unit.

ARTICLE IV

STRIKES AND LOCKOUTS

Section 1. The Union agrees that, during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid, condone, or engage in a strike, work stoppage, refusal to work, slowdown or any other concerted interference with the operations of the Employer. The Employer agrees that it will not lock out the employees.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1. A grievance is defined as any dispute claiming a violation of the meaning, interpretation or application of the terms and provisions of this Agreement.

An employee or group of employees who have a grievance shall have a discussion with their supervisor in an effort to resolve the matter informally. Such discussion should take place as soon as possible after the incident that gives rise to the grievance. In the event the informal discussion does not resolve the grievance, the following procedure shall apply.

STEP ONE. The grievance shall be presented to the employee's respective supervisor (Chief of Plants for custodians or Director of Transportation for bus drivers) for review. Any employee or group of employees who have any grievance must submit it to the supervisor within seven (7) regularly scheduled working days after the event occurred or within seven (7) regularly scheduled working days after the employee is charged with knowledge of the event upon which the grievance is based, whichever is later. At the employee's request, arrangements will be made to have the proper steward present for such discussion. The employee's supervisor shall investigate and report his disposition of the complaint within five (5) regularly scheduled working days after it has been made to him. In the event the complaint is not satisfactorily settled in this manner, the following procedure shall apply:

STEP TWO. To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which has allegedly been violated, must be signed and dated by the employee who is filing the grievance and must be presented to his supervisor within five (5) regularly scheduled working days after the answer at Step One. The supervisor shall give a written answer to the aggrieved employee within five (5) regularly scheduled working days after receipt of the written grievance.

STEP THREE. If the grievance is not settled in Step Two and the employee desires to appeal it to the Step Three, such employee and/or the Union steward must present the grievance to the Superintendent of Schools within five (5) regularly scheduled working days after the supervisor gave the employee the written Step Two answer. The Superintendent of Schools shall give the employee and/or the Union steward a written, dated, and signed Step Three answer within five (5) regularly scheduled working days after he receives the grievance at this step.

STEP FOUR. If the grievance has not been settled at Step Three and if it is to be appealed to the Fourth Step, a written notice of such appeal must be served upon the Superintendent of Schools within five (5) regularly scheduled working days after receipt by the steward of the Superintendent of Schools' Step Three answer. The Chapter Chairman, the Union and the Superintendent of Schools and/or representative by them designated shall meet to consider the grievance within ten (10) regularly scheduled working days after

the Superintendent of Schools receives the grievance at this Step. The Superintendent of Schools or his designated representative shall give the Chapter Chairman a written answer to the grievance within ten (10) regularly scheduled working days after the date of such meeting.

STEP FIVE. If at this point the grievance has not been satisfactorily settled or withdrawn by the Union, the Union shall have the right to submit such grievance to arbitration. Council #55 shall advise the Superintendent by written notice within thirty (30) days of receipt of Step 4 answer of its intent to arbitrate and shall request a meeting to attempt to resolve the grievance and/or help to select an arbitrator. The meeting shall be held within ten (10) calendar days from the date the Employer received the written notice from the Union. If the parties are not able to resolve the grievance and/or select an arbitrator at the meeting, the Union may file a request for arbitration within ten (10) working days after the date of the meeting at the appropriate office of the American Arbitration Association. The demand for arbitration and the proceedings thereafter shall be in accordance with the rules of the American Arbitration Association.

The Arbitrator shall have no authority to add to, subtract from, or change, or modify any provisions of this Agreement, but shall be limited to the interpretation and application of this specific provision contained herein; however, nothing contained herein shall be construed to limit the authority of an arbitrator in his own judgment to sustain, reverse, or modify any alleged unjust discipline and/or discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration shall be shared equally between the Employer and the Union.

Section 2. Grievances which are not appealed within the time limits specified in the grievance procedure shall be considered to be withdrawn by the Union and shall not be resubmitted. If the Employer fails or neglects to answer a grievance within the time limits specified at the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure.

It is understood and agreed that the time limits specified in this grievance procedure may be extended by mutual agreement in writing between the Union and the Employer.

Section 3. Whenever the words are used in this Agreement "regularly scheduled working days" shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

Section 4. All grievance meetings held under the provisions of this Article shall be held at such times as may be mutually agreed by the Union and the school administration.

ARTICLE VI

STEWARDS

Section 1. The Employer recognizes the right of the Union to designate job stewards from the Employer's seniority list. It is agreed and understood that at no time will there be more than one (1) steward from the custodians working nights, one (1) from the custodians working days, and one (1) steward for the bus driver group and one Chapter Chairman to cover both groups. These individuals shall also constitute the grievance committee of the Union.

Section 2. The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the investigation and/or presentation of grievances to the Employer or the designated Employer representative in accordance with the provisions of the collective bargaining Agreement.

Section 3. For purposes of layoff only, the Chapter Chairman and the stewards from the custodian group, and the steward from the bus driver group shall be considered to have the highest seniority in their respective groups and will be continued at work, provided they can perform the available work.

Section 4. Officers and stewards shall represent employees within their groups only. The Stewards, and Chapter Chairman, when required to investigate and/or handle grievances during a regular scheduled working hour shall notify their immediate supervisors, the immediate supervisor shall grant the necessary time for such duties unless to do so would conflict with an immediate job or program then required.

Section 5. No steward shall leave a bus or building during working hours without express permission of the supervisor. Grievances shall be submitted at a time that would least interfere with the work force and/or the operation of the schools.

Section 6. Authorized time spent during regularly scheduled working hours for negotiations, investigations, and/or handling grievances shall be paid at the regular rate.

Section 7. The Union shall furnish the Employer with a list of the officers of each of the units and the stewards, and shall advise

the Employer in writing of any changes thereof prior to the time the changes are to become effective.

ARTICLE VII

SENIORITY

Section 1. Seniority shall be defined as an employee's length of continuous service with the Employer since his last hiring date.

"Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he has not quit or been discharged.

Section 2. It is understood and agreed that the seniority provisions of this Agreement shall apply separately to those employees in the classification of bus drivers and separately to those employees in the classification of custodians, and, further, that part-time employees shall not be permitted to exercise their seniority to displace full-time employees and that bus drivers shall not be permitted to exercise their seniority to displace the custodians and likewise the custodians shall not be permitted to exercise their seniority to displace the bus drivers.

Section 3. Promptly following the effective date of this Agreement, but no later than thirty (30) days thereafter, the Employer shall post a list of the employees covered hereby, in seniority order within seniority group, according to its records--most senior employee being listed first.

Annually after the date of such initial posting, for the duration of this Agreement, the Employer will post and it will furnish to the Local Union, a copy of the list of the employees covered hereby, in seniority order, most senior employee appearing first. The Employer will advise in writing the Chapter Chairman of new hires and employees whose seniority is terminated for any reason.

Section 4. Probationary Employees. An employee shall be considered to be on probation and he shall have no seniority, until after he has completed 60 calendar days of employment within one hundred twenty (120) days of employment following his first day of work for the Employer after which seniority shall date from date of hire.

The Employer shall have no obligation to reemploy an employee who is laid off or discharged during his probationary period nor to retain any employee for the full one hundred twenty (120) day period.

As between any two (2) or more employees who have the same seniority date, seniority shall be determined by the alphabetical order of the last names they bore on the date that they acquired seniority.

Section 5. Loss of Seniority. An employee shall lose his seniority for the following reasons only:

- (a) He quits;
- (b) He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement;
- (c) He retires or is retired;
- (d) He is laid off for a period of eighteen (18) months;
- (e) He is on sick leave of absence for a period of two (2) years;
- (f) He accepts employment elsewhere while on a leave of absence (other than military service leave of absence), or is self-employed for the purpose of making a profit, during a leave of absence;
- (g) He fails to report for work at his starting time on his first workday after expiration of a leave of absence;
- (h) If, prior to the start of the first semester, when the Employer notifies him by certified mail with return receipt requested, of the date on which he shall report for work, the employee fails or refuses to advise the Employer in writing of his intent to return to work or not to return to work within one (1) calendar week after receipt of such recall notice and unless he actually reports for work on the date specified by the Employer.
- (i) When, following a layoff for lack of work (other than the case referred to in subsection (h) above, he fails or refuses to notify the Employer within forty-eight (48) hours after receipt of the recall notice of his intent to return to work and unless he actually returns to work within five (5) regularly scheduled working days after receipt of such recall notice.
- (j) He is absent from work, without permission, for three (3) consecutive working days.

Section 6. Seasonal help. Help hired for the summer or other temporary periods when school is not in session shall not be subject to the terms or benefits of this Agreement provided such seasonal help shall not be used to cause the layoff of bargaining unit personnel. Bargaining unit personnel not working during the time when seasonal employees will be used will be given first consideration for such seasonal employment.

These employees shall not be used to take the place of regular employees already on the payroll.

If an employee classified as seasonal help is retained as a regular employee or works beyond the length of seasonal employment, they shall have seniority from the date the employee was employed as seasonal and covered by all provisions of this Agreement.

ARTICLE VIII

APPLICATION OF SENIORITY

Section 1. Basic Principle. Seniority shall be applied on a Unit basis (1. Bus Drivers 2. Custodial and Maintenance) in permanent transfers, temporary transfers, layoff, and recall within seniority groups based on seniority, qualifications and ability to perform the job.

Section 2. Permanent Transfers. The Employer will post notice of vacancy in a permanent bargaining unit job, within ten (10) days from the date of the vacancy providing the position is going to be filled, on the bulletin board for a period of five (5) working days. Any employee in the seniority group in which the opening exists who desires to fill such posted vacancy shall sign the posting. After the end of the posting period an employee may not bid, regardless of his reason for failure to bid during the posting period, and also regardless of his seniority standing relative to those who did bid during the posting period. Employer may fill posted job on a temporary basis during the posting period.

Bidders from job classifications within the same seniority group in which the job is open shall be the only persons qualified to bid. Employees from the custodian maintenance group cannot bid on job openings in bus driver group nor can employees from the bus driver group bid on custodian maintenance jobs.

The position shall be awarded or denied within ten (10) days from the end of the posting period and all applicants will be notified of the successful bidder. In the event the senior applicant(s)

is denied the position, the senior applicant(s) shall be given an opportunity upon request to discuss the reasons why the successful bidder was selected. Upon request the Employer shall provide the Union Chapter Chairman with a copy of the posting, the names of the applicants and to whom the position was awarded. It is expressly understood that if there are no employees who satisfy the requirements for assignment to vacancies, new employees may be hired for such jobs.

During the first fifteen (15) working days on his new job, a successful bidder may elect to return to his former job. Employer may retransfer the bidder to his former job in the event he fails to demonstrate his ability to do the work required. If the job is so vacated, the Employer may select another bidder from the earlier posting.

After an employee's successful transfer to a job for which he has bid, he shall be ineligible to bid for another posted job until he has served on the job obtained by bidding for six (6) months thereafter. However, if the job for which he desires to again bid is a higher paying job than the job he successfully bid for, he shall be eligible to bid after working thirty (30) days on the job.

If an open job is not filled through the methods above provided, the Employer may either hire in an employee for the job or select an employee and train him for the job, at its option.

Section 3. Special Provisions. It is expressly understood that the Employer reserves the right to disqualify an employee for re-assignment to a route/building on/in which a permanent vacancy exists.

It is expressly understood that, if, in the judgment of the Employer, there are no employees who satisfy the requirements for assignments to a vacancy, new employees may be hired therefore.

Further, it is expressly understood and agreed that, in the case of absenteeism, or an emergency, or whenever for a temporary period of time there is an insufficient number of employees readily available to properly handle all assignments, the Employer may cover such assignments with non-bargaining unit employees, supervisors, or any other means available.

Section 4. Temporary Transfer. If there is a temporary surplus or deficiency of employees in any classification within the employees' units, the employer may adjust the situation by assigning employees to other work within the employees' units.

Where there is more than one (1) employee in the classification from which the transfer is to be made, and whenever it is practicable, the junior employee will be selected, provided he/she has the present ability to perform the work required or a substitute may be used, unless the temporary transfer is an upgrade to a higher-paid work, in which case the senior employee so qualified will be offered the transfer. During the period of a temporary transfer an employee shall be paid the rate of his classification or the rate of the classification to which he is transferred, whichever is higher.

Section 5. For the purpose of this Agreement, the term "emergency" shall mean a temporary unforeseen circumstance that demands immediate attention.

Section 6. Any employee who has been or in the future is promoted from the bargaining unit to a supervisory position or other job with the Employer outside the bargaining unit shall continue to maintain but not accrue seniority. If, subsequently, such employee elects to return to a job in the bargaining unit or is removed by the Employer from such supervisory or other job for reasons other than those which would justify discharge under the provisions of this Agreement, such employee shall be permitted to return to the bargaining unit by replacing the employee with the least seniority in the classification from which he was promoted.

Section 7. Layoffs and Recalls. When the size of the work force is to be reduced for any reason as may be determined by the Employer, or is to be increased after a reduction, employees in each classification in the seniority group affected shall be laid off or recalled, as the case may be, in accordance with the principle set forth in Section 1 of this Article. Probationary employees and part-time employees in the classification in the seniority group affected, however, shall be laid off first and recalled last. Employees to be laid off will have at least seven (7) calendar days' notice of layoff. The Union Chapter Chairman will be furnished a list from the Employer of the employees being laid off when the notices are issued to the employees. Employees so affected shall have the right prior to the date of layoff to bump the most junior employee in another classification within the same seniority group provided they have the ability, qualifications, and can perform the work.

ARTICLE IX

DISCHARGE OR DISCIPLINE

Section 1. In the event an employee under the jurisdiction of the Union shall be discharged from his employment or disciplined

from and after the date hereof and he believes he has been

from and after the date hereof and he believes he has been unjustly discharged or disciplined, such discharge or discipline shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Superintendent of Schools within five (5) regularly scheduled working days after such discharge or discipline. Such grievances shall be processed starting at the Second Step of the grievance procedure.

Section 2. In the event it should be decided under the grievance procedure that the employee was unjustly discharged, the Employer shall reinstate such employee and pay full compensation, partial or no or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's applicable rate of pay less such compensation as he may have earned at supplemental employment during such period.

ARTICLE X

LEAVES OF ABSENCE

Upon written application to the Superintendent, an employee with seniority shall be granted a leave of absence, if good cause is established under one of the reasons stated below, in writing, within two weeks (14 calendar days) from the date of receipt of application for:

1. UNION OR PUBLIC SERVICE LEAVE - serving in an elected or appointed position for a maximum of two (2) years.
2. ILLNESS LEAVE - physical illness verified by a physician's statement. The leave may be granted up to a maximum of six (6) months for any one illness.
3. MATERNITY LEAVE - shall commence not later than the end of the employee's seventh month of pregnancy, unless the District with the written advice of the employee's physician, consents to her working beyond the seventh month. The maternity leave shall end no later than six months following termination of pregnancy. The employee, upon returning from a maternity leave, shall give a written statement from her personal physician as to her physical ability to return to work. However, if further leave is recommended by the employee's physician, an additional leave of absence may be granted by the Superintendent up to ninety (90) calendar days.

4. PERSONAL LEAVE - personal leaves of absence without pay for good cause other than specifically provided elsewhere in this Agreement, but not for the purpose of seeking or securing work elsewhere, not to exceed 60 calendar days, may be granted by the Superintendent upon written application by an employee.
5. MILITARY LEAVE - all military leaves and the reemployment rights of employees and probationary employees shall be in accordance with all applicable laws and Federal regulations.
6. UNION LEAVE - two members of the Union elected to attend a function of the International Union or Council, such as conventions or educational conferences, shall be allowed time off without pay limited to ten (10) days per year for the total unit except that in case of attendance at International Conventions, the maximum shall be twenty (20) days.

LEAVE OF ABSENCE PROVISIONS

1. Except as otherwise specified, employees shall not accrue seniority while on leaves of absence granted by the provisions of this Agreement; and shall be returned to a position to which their seniority prior to going on leave would entitle them.

2. Vacations, holidays, and sick leave which have been earned prior to the leave will be retained, but such benefits will not accumulate during leaves of absence.

3. Approved leaves of absence will be considered an interruption of continuous service for the purpose of eligibility for longevity, salary adjustments and/or other benefits upon return from leaves of absence.

4. All leaves of absence shall be without pay except as otherwise provided in this Article.

5. Notwithstanding the above provisions, the Employer may terminate a leave of absence if substantial evidence indicates such leave is no longer applicable. The employee shall be notified of such fact and shall report for work within ten (10) days or shall be considered to have voluntarily quit.

6. Verification of the leave status of an employee may be required by the Employer, upon written request to the employee not more often than every 30 days; and if such verification is not received

within ten days of being requested, such employee shall be considered to have voluntarily quit.

7. Upon an employee's return from any leave of absence, the Employer may require a physical examination prior to allowing the employee to return to work.

ARTICLE XI

HOLIDAYS

Section 1. The following days shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Section 2. When any of the above-specified holidays occur on a Sunday, the following Monday shall be observed as the holiday. When any of the above-specified holidays occur on a Saturday, the preceding Friday shall be observed as the holiday.

Section 3. Qualified employees will receive one (1) day's pay for each recognized holiday or day celebrated as such. To qualify for holiday pay hereunder, an employee must be a permanent, full-time employee, must have completed his probationary period and must have worked his last regularly scheduled work day before the holiday and his first regularly scheduled work after the holiday (a) unless such employee was excused in writing by the Employer from working on such days, or (b) unless the holiday occurred during his vacation period.

Section 4. One (1) day's pay as referred to in Section 3 above shall constitute eight (8) hours of pay at the employee's regular straight-time hourly rate at the time such holiday occurs.

- (a) If a paid holiday occurs during a qualified employee's scheduled vacation, he will receive the holiday pay in addition to his vacation pay or one (1) extra day of vacation without vacation pay.
- (b) No holiday pay will be paid to the employee for any holiday which occurs after the date of his quit or discharge or while he is on a leave of absence or while he is absent due to disability (occupational or non-occupational) or while he is laid off.
- (c) In the event it is necessary for any employee to work on any of the above holidays, he shall receive double his hourly rate.

Section 5. Provisions for holiday pay will apply to employees in the bus driver classification for the holidays that occur during their normal work period, provided the bus driver performs the assigned work the last scheduled school day before the holiday and the next scheduled day after the holiday. Bus drivers will be paid for holidays at their regular straight time rate for the daily average straight time hours worked by the employee, the last regular week before the holiday.

ARTICLE XII

VACATIONS

Section 1. Permanent, full-time employees within the custodial/maintenance classification who have completed one (1) or more years of continuous employment with the Employer since their last hiring date and shall have worked not less than sixteen hundred (1600) hours during that year or any succeeding year (anniversary date to anniversary date) shall receive vacations with pay in accordance with the following schedule:

- (a) Employees who, as of the anniversary date of their employment, have completed one (1) but less than nine (9) years of continuous employment since their last hiring date shall be entitled to two (2) weeks of vacation with two (2) weeks of vacation pay. Nine (9) to sixteen (16) years of continuous employment shall be entitled to three (3) weeks of vacation with three (3) weeks of vacation pay. Sixteen (16) or more years of continuous employment shall be entitled to four (4) weeks vacation with four (4) weeks vacation pay.

Part-time employees in the custodial/maintenance classification regularly scheduled for twelve (12) months, who meet the qualifications for vacations, shall be entitled to a pro-rated vacation on the above-schedule, based on their actual hours worked annually as a fraction of two thousand (2000) hours (e.g. an employee working 1000 hours annually would receive one half (1/2) the vacation benefits of a full-time employee).

Section 2. Two (2) weeks of vacation pay as provided for in Section 1 above shall equal eighty (80) hours of pay at the employee's regular straight-time rate immediately preceding the anniversary date upon which the employee qualified for the vacation. Three (3) weeks of vacation pay shall equal one hundred and twenty (120) hours of pay at the employee's regular straight-time rate immediately preceding the anniversary date upon which the employee qualified for the vacation. Four (4) weeks shall equal one hundred sixty (160) hours.

Section 3. Vacation pay will not be paid in advance, but will be paid on the employee's regular pay day as if the employee had worked during such period.

Section 4. Paid vacations shall not be cumulative from year to year, but must be taken between the anniversary date upon which they are earned and the next succeeding anniversary date, provided, however, that there must be an interval of at least one (1) month between any year's vacation and the next year's vacation.

- (a) The Employer shall determine the number of employees, if any, who can be spared for vacation purposes at any one time.
- (b) Employees shall be required to submit to the Employer a written request indicating their proposed time off for vacation purposes at least forty-five (45) calendar days prior to the start of such anticipated vacation. If there are two (2) or more employees who request the same vacation time off and both, or all, cannot be spared at such time, preference will be given to the employee with the greatest seniority. The Employer must answer all employee's requests for vacation leave within ten (10) calendar days of receipt of such request.
- (c) In order to receive vacation pay, an employee must take the vacation time off.

Section 5. If an employee, who is otherwise eligible for a vacation with pay, quits or is discharged on or after the anniversary date of his or her employment upon which such employee qualified for a vacation with pay without having received the same, such employee will receive, along with his or her final pay check, the vacation pay for which he or she qualified as of such anniversary date upon which he or she would have qualified for a vacation with pay, he or she will not be entitled to any portion of the vacation pay for which he or she would have qualified on such anniversary date.

Section 6. Bus drivers shall not be entitled to take vacations or receive vacation pay nor are any employees in the custodial group other than full-time employees.

ARTICLE XIII

PAID SICK LEAVE

Section 1. For employees who qualify therefore, paid sick leave shall be acquired and applied in accordance with the provisions set forth in this Article.

Section 2. A permanent, full-time bus driver, upon completion of one (1) or more years of continuous employment since his last hiring date, and part-time custodial/maintenance employees, shall be eligible to receive nine (9) days of paid sick leave per anniversary year, subject to the conditions specified in Section 4 below.

Section 3. A permanent, full-time custodial/maintenance employee, upon the completion of one (1) or more years of continuous employment since his last hiring date, shall be eligible to receive fifteen (15) days of paid sick leave per anniversary year, subject to the conditions specified in Section 4 below.

Section 4. Qualified employees, subject to the provisions set forth in this Article, shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits subject to the following conditions:

- (a) The absence must be necessitated by an illness or injury which arises out of or in the employment of this Employer only.
- (b) The absence must be reported by the employee to the Employer at least fifteen (15) minutes prior to the shift from which the employee will be present.
- (c) Upon returning to work following such absence, the employee must submit a written, signed request for sick leave pay.
- (d) If such absence exceeds two (2) consecutive working days or or is on the employee's last scheduled working day before and/or the first scheduled working day after the employee's regular vacation or any of the holidays specified in the Article relating to holidays, the employee must present to the Employer a certificate from a medical doctor certifying the nature of the illness or injury which necessitated the absence and certifying that the employee's physical condition is such that he or she is able to return to work if the Employer so requests.

Section 5. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or discharge depending upon the circumstances involved.

Section 6. Paid sick leave credits as provided in Section 2 of this Article for full-time bus drivers and part-time custodial/maintenance employees shall be cumulative from year to year for a period not to exceed twenty-seven (27) days. Paid sick leave credits as provided in Section 3 of this Article for full-time custodial/maintenance

employees shall be cumulative from year to year for a period not to exceed sixty (60) days.

- (a) Where applicable, eligibility for paid sick leave credits to which an employee becomes entitled on the anniversary date of his employment shall cease on the day immediately preceding his next succeeding anniversary date.

Section 7. Paid sick leave may be utilized for the purpose of attending a funeral for an employee's immediate family, to include funeral arrangements for present spouse, mother, father, grandparents, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law and daughter-in-law, brother-in-law, sister-in-law, not to exceed three (3) days in each instance, including grandchildren.

ARTICLE XIV

EQUIPMENT, ACCIDENTS, AND REPORTS

Section 1. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. In such cases the driver is to immediately report the unsafe condition to the Director of Transportation. The director and a bus mechanic will then determine whether or not the vehicle is safe to drive. Should it be determined to be safe the driver shall operate the vehicle or be subject to disciplinary action.

Section 2. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions or work or danger to person or property, or inviolation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment.

Section 3. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his next shift, shall make out an accident report, in writing, on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 4. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on

a suitable form furnished by the Employer and shall be made in multiple copies; one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved in writing as being safe by the mechanical department.

Section 5. As a condition of employment, all employees must satisfactorily pass a pre-employment physical examination and, following employment, shall thereafter be required at the discretion of the Employer to satisfactorily pass an annual physical examination given by a physician designated by the Employer. Employees shall also be required to satisfactorily pass annual examinations for tuberculosis. The aforementioned examinations shall be at the expense of the Employer. If employee chooses to use a physician other than the one designated by the Employer, the employee will be responsible for the costs incurred.

Section 6. Every employee shall observe all safety rules which are established as required by the Employer and shall use such safety devices or equipment as required by the Employer. Any infraction of any safety rule or failure to use such safety devices or equipment shall subject the employee to disciplinary action, including discharge.

ARTICLE XV

HOURS OF WORK

Section 1. Bus Drivers.

- (a) The Employer shall establish the route for each run and the starting time. The bus driver's work day shall be determined by the route, the season of the year in which it is run, and the length of time it takes to safely make the entire route.

Drivers' responsibilities will be as assigned by the Director of Transportation and shall include, but not be limited to, driving and maintaining their bus in a clean and neat condition. Clean-up and warm-up shall be part of the normal responsibilities of each driver, excluding the washing of buses.

- (b) The assignment of runs shall be made on the basis of bidding by seniority as defined in Article VII, Section 1, at an annual meeting to be held a minimum of seven (7) calendar

days prior to September 1 of each year, each driver shall be given at least two (2) weeks advance notice of the date for the meeting.

- (c) A notice shall be posted by June 1 of each year requesting drivers for scheduled summer runs and/or charter runs during the summer school session. All drivers interested shall sign the posting, Article VII, Section 3 and among those qualified seniority shall be the determining factor for selection of requisite number of drivers.
- (d) Whenever a driver, who for reasons beyond his or her control, is caused to wait for work because of lack of tools, materials, etc., such waiting time shall be paid for at the regular hourly rate of pay.
- (e) Call In: Whenever a bus driver has been scheduled or notified to report for work outside the regular work day and is sent home due to no fault of his or her own, he or she shall receive one hour of his or her regularly scheduled hourly rate.
- (f) No driver operating a regular scheduled trip shall be eligible to drive a field trip, athletic trip, or any other "unscheduled" trip when such unscheduled trip would interfere in any way with the regularly scheduled trip being driven, except in the case where the unscheduled trip, field trip, or athletic trip would pay one (1) hour or more than the regular run, for the the remainder of the day.

Section 2. Custodians/Maintenance

- (a) Standard work hours are eight (8) hours per day and forty (40) hours per week with a half hour unpaid lunch period. (Example, 7:00 a.m. to 3:30 p.m.) Work hours for each employee are set by the Head Custodian, and must not be changed without permission of the Head Custodian. Full-time employees whose work hours started after 12:00 noon, will be paid for their lunch hour but will be expected to remain in their buildings during work hours which, as mentioned, includes lunch. (Example, 3:00 p.m. to 11:00 p.m.)
- (b) A custodian/maintenance employee who is directed by his supervisor to check his building on days off during the heating season will be paid at the applicable time rate for each day he performs this assignment.
- (c) Full-time employees may take a work break in the first half and the second half of their regular shift. Part-time employ-

ees may take one work break during their regular shift. Full-time are employees normally scheduled eight (8) hours per day; part-time less than eight (8) hours per day, Not to exceed fifteen (15) minutes each at a time scheduled by the supervisor.

Section 3. General - All Employees

- (a) Employees advised not to report to work, reporting to work and then sent home due to circumstances such as weather, fire, or other conditions beyond the control of the employer, will be paid for the balance of that day.
- (b) Employees not reporting to work are expected to notify their supervisor, and may turn in vacation at that time or make up the lost time on their normal days off within a thirty (30) day period. If no other arrangements are made, the time lost will be deducted from their hours worked.
- (c) Nothing contained in this Agreement should be considered a guarantee of hours of work.
- (d) Employees reporting late for work, or leaving work early, or working overtime shall have all such hours computed for pay purposes to the nearest one-quarter (1/4) of an hour including any fraction thereof.
- (e) Employees must report to their supervisor if unable to be present at work as scheduled. Report of anticipated absence must be made at least fifteen (15) minutes prior to the starting time. Failure to report will result in disallowance of sick leave payment.

Section 4. Distribution of Overtime

- (a) All overtime must be approved by the supervisor prior to the time the overtime is worked.
- (b) Overtime will be performed by the employee normally assigned to the job or bus run involved. Whenever possible, regular or substitute drivers shall be used for overtime driving having to do with transportation of students on school-sponsored activities. Three (3) major exceptions to this provision are:
 - (1) Transportation of athletic teams or spectator buses, when it is judged by the coach and/or Employer that it is advisable to use other than an assigned driver.

- (2) Transportation of school groups when sponsors or other chaperones of the group are qualified to drive, other than band festivals.
- (3) Shuttle runs between schools or short trips to Grand Haven when such runs are combined with or assigned as a part of a regular run within the school system.
- (c) Overtime for bus drivers shall be any field trip, athletic trip, or unscheduled run other than their regular work time. To the extent possible, the Employer shall post all overtime trips at least one (1) day in advance.

Section 5. Overtime Premium

(a) Time and one half shall be paid as follows:

- (1) For all hours worked over 8 hours per day.
- (2) For all hours worked over 40 hours per week.

(b) Double time shall be paid as follows:

- (1) For all hours worked on Sunday.
- (2) For all hours worked on holidays that are defined in this Agreement plus holiday pay.

(c) Employees working in an assignment that has a continuous seven (7) day operation whose normal schedule in a five (5) day operation calls for Sunday or holiday work will be paid at over regular rate but the Board will not arrange schedules for the sole purpose of avoiding overtime.

ARTICLE XVI

GENERAL CONDITIONS

Section 1. It shall be the responsibility of each employee to meet the qualifications for any license required for the performance of his job responsibilities. Any license required must be kept valid and up to date to qualify for continued employment. The cost of the license shall be the responsibility of the employee.

Section 2. Nothing contained in this Agreement shall be construed to prohibit the Employer from using supervisory employees for bus driving and/or custodial normal, provided that it does not take away from the employees' normal work.

Section 3. The Employer shall have the right to sub-contract any work which it does not have the available manpower, proper equipment, capacity or ability to perform or which cannot be performed by bargaining unit employees on an efficient and economical basis.

Section 4. Employees shall be required to keep the Employer informed at all times as to their current address and telephone number. It is understood that any communication addressed to an employee at his or her last address on record with the Employer shall constitute notice to the employee of the contents of such communication.

Section 5. Jury Duty or Witness Pay. During the period when an employee is performing required jury service or is required to serve as a witness as a result of being served with a subpoena the Employer will pay for the difference, if any, between his/her fees for jury service or witness service and the pay he/she would have received had he/she worked his/her scheduled shift during jury duty or witness service, provided that the employee gives the Employer at least 48 hours' advance notice of jury duty or witness service and, thereafter, provides evidence of performance of jury duty or witness service and of the payment received for it.

Section 6. Bulletin Boards. The Employer will provide bulletin boards space in each building which may be used by the Union for posting notices of the following types:

- (a) Notices of recreational and social events.
- (b) Notices of elections.
- (c) Notices of results of elections.
- (d) Notices of meetings.

ARTICLE XVII

WORKMEN'S COMPENSATION

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide Workmen's Compensation protection for all employees.

To the extent an employee has accumulated sick leave, such sick leave may be used until workmen's compensation payments begin.

After workmen's compensation payments begin, the employee shall not be allowed to use any remaining sick leave in connection with the disability.

ARTICLE XVIII

INSURANCE

The Employer shall pay the full cost of M. E. A. Super Med. per month for full-time employees and eligible dependents. Full time for insurance purposes is defined as an employee regularly working thirty (30) or more hours per week. If an employee so elects not to receive the above coverage, he may take other M. E. A. coverage, and the Employer will pay the cost not to exceed the cost of single subscriber premium.

ARTICLE XIX

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this contract, or of any riders 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 pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this contract to be contrary.

ARTICLE XX

ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, and constitutes

the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement represents the entire Agreement between the Board and the Union and supersedes all prior Agreements between the parties and shall become of full force and effect from August 28, 1972, and shall continue in full force and effect until midnight, June 30, 1974, and from year to year thereafter unless either party hereto shall give the other party at least sixty (60) days written notice, by registered mail, before the end of the term of this Agreement or before the end of any annual period thereafter, of its desire to terminate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on this 28th day of August, 1972.

SPRING LAKE BUS DRIVERS
AND SCHOOL CUSTODIANS,
A.F.S.C. & M.E., AFL-CIO

By Betty Barrett
Bus Drivers' Representative

By Vera Dukema
Custodial/Maintenance Rep.

By Robert W. Chittenden
Council #55 Representative

SPRING LAKE BOARD OF
EDUCATION

Richard E. Ferguson
President

Edwin J. Deremo
Secretary

Arthur H. Helberg, Jr.
Superintendent

APPENDIX A

| <u>WAGES</u> | Effective July 1, 1972 | Effective July 1, 1973 |
|---------------------|---------------------------|---------------------------|
| <u>*Bus Drivers</u> | <u>1972-73</u> | <u>1973-74</u> |
| Starting | \$3.15 | \$3.35 |
| 60 days | 3.20 | 3.40 |
| 180 days | 3.30 | 3.50 |
| 1 year | 3.40 | 3.60 |

Waiting time will be computed at the rate of \$2.75 per hr.

*Bus Mechanic

| | | |
|---------------|------|------|
| Mechanic | 3.90 | 4.10 |
| Lead Mechanic | 4.30 | 4.50 |

*Retroactive payment of \$.10 per hour worked from November 15, 1971, to June 30, 1972, will be paid to employees on the payroll as of August 28, 1972.

**Custodians

| | | |
|----------------|------|------|
| Starting | 2.00 | 2.20 |
| 60 days | 2.05 | 2.25 |
| 120 days | 2.15 | 2.35 |
| 1 year | 2.30 | 2.50 |
| 1 1/2 years | 2.45 | 2.65 |
| 2 years | 2.60 | 2.80 |
| Lead Custodian | 2.80 | 3.00 |
| Students | 2.00 | 2.20 |

**School Maintenance

| | | |
|---------------------|------|------|
| Maintenance Trainee | 2.70 | 2.90 |
| Maintenance | 3.20 | 3.40 |
| Lead Maintenance | 4.30 | 4.50 |

**Retroactive payment of \$.15 per hour worked from November 15, 1971, to June 30, 1972, will be paid to employees on the payroll as of August 28, 1972.