

6/30/91
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AGREEMENT
BETWEEN THE
BOARD OF EDUCATION
OF
KENT CITY COMMUNITY SCHOOLS
AND THE
KENT CITY SUPPORT PERSONNEL ASSOCIATION/MESPA
RE: TRANSPORTATION EMPLOYEES
JULY 1, 1988 TO JUNE 30, 1991

Kent City Community Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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STATE OF CALIFORNIA

AGREEMENT

This Agreement is entered into effective July 1, 1988 between the Kent City Community Schools Board of Education, hereinafter called the "Board" and the Kent County Education Association, MEA/NEA, (KCEA/MEA/NEA) hereinafter called the "Association", through the local affiliate, the Kent City Support Personnel Association/MEA/NEA.

ARTICLE I

PURPOSE

A. Act 336 of 1947

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

B. Right to Negotiate

Both the Board and the Union have entered into and conducted good faith negotiations where each party has had the right and opportunity to make proposals with regard to all bargainable subjects. Agreement has been reached between the Board and Union including formal ratification by the Union and official approval by the Board of the terms herein.

C. The Agreement

The provisions of this Agreement shall constitute a binding obligation of the parties for the duration of the contract. Changes in this Agreement shall occur only with the written mutual consent of both parties.

ARTICLE II

RECOGNITION

The Board hereby recognized the Union as the sole and exclusive bargaining representative for Kent City Bus Drivers.

INCLUDING:

All regular and regular part-time bus drivers and aides.

BUT EXCLUDING:

Supervisors and all other employees.

Unless otherwise indicated, the term "employee" when hereinafter in the Agreement shall refer to all members above defined bargaining unit.

ARTICLE III

EMPLOYEE RIGHTS

A. Discipline

Discipline of employees by the Superintendent or designee for misconduct, failure to properly perform his/her duties or for other justifiable reasons. Each employee receiving any disciplinary action, in writing, may have a representative present at the time of such action.

B. Personnel File

Each employee shall have access, for review purposes, to his/her official personnel file excluding pre-employment materials. Such review shall be allowed at reasonable times in the administrative office in the presence of the Superintendent or designee and a Union representative. Any material concerning an employee's work performance or lack thereof placed in the employee's personnel file will also be given to the affected employee.

ARTICLE IV

UNION RIGHTS

The Union shall have the following rights:

A. Facility Usage

The Union shall have the right to use school building facilities after school hours for Union business on the same basis as the employer's policy permits their use to other community groups. No charge shall be made to the Union for such use, except in cases where custodians must be called upon to open, close, or clean buildings.

B. Bulletin Boards

The Union is authorized to use the bulletin board located in the bus garage for the purpose of posting information which is normal in conducting ordinary union business.

C. Information

In response to reasonable requests, the Board will provide the Union with all information which is available under The Freedom of Information Act. The Union may be requested to reimburse the Board for costs in reproducing materials.

D. Union Rights

The Board shall deduct from the pay of each employee who authorized such deduction in writing the regular monthly membership dues uniformly required by the Union of its members. Such deduction shall be made from the second regular salary check of each month and remitted to the Union. The Union shall hold the Board harmless from any and all claims, damages, or losses it may sustain as a result of making any such deduction.

E. Agency Shop

1. The parties agree that it shall be a condition of employment that all employees who are presently members of the Association, all employees who hereafter become Association members, and all new employees employed after the 30th day of June, 1983, shall either:
 - a. Sign and deliver to the Board an application authorizing the deduction of the dues for membership in the Association. Such authorization shall continue in effect from year to year unless revoked in writing by the member prior to July 1st of the current school year.

or

- b. Cause to be paid to the school library representative fee in an amount equal to the uniformly requested of members of the ex bargaining unit within 30 days after the commence of duties.
2. The Board agrees to notify all newly hired employees of this condition of employment by the School District the event that an employee shall not exercise the options or pay such professional dues directly to the Association, the following procedure shall apply:
 - a. A written and signed notification from the Association indicating failure to comply will be sent to the employee by certified mail and shall provide (15) days for compliance. It shall further advise the employee that a request for termination of employment may be filed with the Board in event compliance is not affected. A copy of this letter will be filed with the Board.
 - b. Failure to comply by the employee, the Association shall file a written and signed complaint indicating non-compliance with this provision, with the request for termination of employment in accordance with the just cause and due process procedure. A copy of this complaint will be sent to the employee.
 1. If said employee is a probationary employee, the Board shall immediately notify the employee that his services shall be discontinued at the end of the current semester, unless the Board receives a written notification from the Association that this specific provision has been fulfilled and the complaint withdrawn. In the event the Board should hire a new employee to replace the probationary employee under the terms of this section, neither the Association or the employee shall have the right to withdraw the complaint, except by the consent of all members of the Board, under the terms of this provision. The Board, under the terms of this provision, shall have a right to proceed in the replacement of the employee against whom charges have been filed, subject only to the requirements of the School Code.
 2. The Association agrees to indemnify and hold the Board and its members harmless and agree to assume the legal defense of any suit or action brought against the Board or its agents re

this provisions. Any claims, demands, costs, suits or other forms of liability including back pay and all court or administrative costs that may arise out of, or by reason of, the action of the Board in complying with this provision; shall be the obligation of the Association.

F. Subcontracting

The Board agrees not to subcontract bus driving work currently being performed by bargaining unit members.

ARTICLE V

BOARD RIGHTS

A. Authority

The Union recognizes that the Board on its behalf and on behalf of the electors of the Kent City Community Schools, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the School Code and the Constitution of the State of Michigan and of the United States.

B. Management

Except as expressly abridged or modified by this Agreement or by Act 379 of Public Acts of 1965, the powers, rights, authorities, duties, and responsibilities shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the business, the equipment, the operations, and to direct the employees work and affairs of the employer:
2. Determine the number of employees, the number of shifts, the hours of work, starting times, and scheduling of all the foregoing:
3. The right to direct the employees during the time of their employment, including the right to hire, promote, suspend, discipline, discharge, transfer, assign work, layoff, and recall from layoff status;

4. Determine the services, supplies, equipment, methods, schedules, standards of operation, and processes for conducting the work of the Board;
5. Adopt reasonable rules and regulations;
6. Determine the qualification of employees, including physical conditions, testing, and training of employees;
7. Determine the number and location of the Board's facilities;
8. Determine the financial policies, including all accounting procedures, and all matters pertaining to labor relations; and,
9. The right to take a pro-rated deduction in the event an employee does not give a full two weeks notice of termination to terminate employment.

C. Conflicts

The Board shall not abridge or act in conflict to the provisions of this Agreement or violate the rights of an employee specifically provided for in this Agreement.

ARTICLE VI

JOINT CONFERENCE

A. Schedule and Agenda

Upon the request of the Superintendent or designee or the President or designee, a conference will be scheduled between the Administration and the Union. The requesting party shall establish the agenda, place it in writing and submit it to the other party at least two (2) working days prior to the meeting.

B. Place of Conference

The conference shall be scheduled for a reasonable time and shall be conducted at the Board's Administrative office unless it is mutually agreed between the Superintendent and the President to meet at a different location.

ARTICLE VII

EMPLOYMENT STATUS

A. Probationary Period

Each employee beginning his/her employment with the Board shall be deemed to be in a probationary status. The probationary period shall be for sixty (60) calendar days beginning and including the first day of employment. At any time prior to the conclusion of the probationary period, the Board may administer disciplinary action including discharge and such action shall not be subject to the grievance procedure.

B. Regular Employee

A regular employee is any employee who is employed by the Board in a position requiring at least two (2) runs or two (2) hours of employment per day for the entire school year or fills a vacated position, newly created position, or position made available by an employee leave without pay of six months or longer.

C. Regular-Part-Time

A regular part-time employee is any employee who is employed by the Board in a position requiring at least one (1) run or one (1) hour of employment per day for an entire school year or fills a vacated position, newly created position or position made available by an employee on leave without pay for six months or longer.

Substitutes & Temporary Employees

- D. All available and eligible full-time bus drivers will be given first choice by seniority for any substitute/temporary work. Employees will be limited to 40 hours per week for all work performed for Kent City Community Schools. Any work over 40 hours per week must be approved by the supervisor.

ARTICLE VIII

WORKING CONDITIONS

A. General

Notwithstanding his/her employment, employees shall be entitled to rights of citizenship. No religious or political activities of any employee or the lack thereof shall be ground for any discipline with respect to the employment of such employee. The private and personal life and lawful activities of each employee if not within the appropriate concern of the Board.

B. Safety Conditions

When a bus is judged, by a qualified mechanic who is or retained by the Board and/or the transportation supervisor that there is a health and/or safety hazard, the bus may not be driven by an employee. Each employee is allowed to make his/her judgment in writing, concerning any alleged health and safety condition to the transportation supervisor.

C. Absenteeism

Each employee who will be absent from his/her employment must notify transportation supervisor at least 1 1/2 hours before his/her reporting time.

D. Reporting Form

The administration will work and cooperate with each employee who reports student misbehavior on a form provided by the Board. The form shall provide space to report the student involved, what occurred, where the incident occurred and the date the incident occurred.

ARTICLE IX

JOB ASSIGNMENTS

A. Route Selection

Prior to the beginning of the school year, all available bus runs shall be selected by the drivers on the basis of their qualifications and seniority. Each driver shall be assigned to not more than six and one-half (6.5) hours, part of which shall consist of one regular A.M. and one regular P.M. run. All attempts shall be made to assign the same driver to the same A.M. and P.M. routes. Exception to this procedure shall be made with drivers assigned Special Education routes. A driver may have both an A.M. and P.M. run, only one if none depending on scheduling needs.

During the first ten (10) working days, drivers may change their route assignments if new runs are added or vacancies occur. All such changes will occur on the eleventh (11) working day. No further changes in assignments shall be permitted after this ten (10) day period, except resignation, retirement, creation of a new position or the hiring of a bargaining unit employee.

Additional runs or vacancies (excluding leaves without pay) which occur after this initial ten (10) day period and for which drivers are available and eligible shall be posted. All such positions will be filled on the basis of qualifications and seniority.

B. Extra Trips

Extra trips will be assigned to interested drivers on the basis of seniority and rotation. Refusal of an extra trip will result in a driver being credited for that trip. In the event an extra trip is canceled the driver will be notified at least one (1) hour before departure time. If the driver is notified about the canceled trip less than one (1) hour before departure, the driver will be paid twice the current contract extra trip hourly driving rate. If a driver gives up his/her regular P.M. run, they shall be paid their regular run rate for the first hour of the field trip. Thereafter they shall be paid the appropriate trip rate. Drivers of more than one P.M. run or a run of more than one hour will be limited to not more than one hours pay.

C. Summer Runs

It is mutually understood that summer runs are positions made possible by special state and/or federal enactments and funds and/or Special Education Programs and funds. Bus drivers who are employed as a result of such programs cannot be guaranteed continuation of such employment without such authorization and funding.

When the Kent City Community Schools assumes the responsibility of transport to such programs and/or when such programs are conducted within the facilities of the Kent City Community Schools, our drivers shall be the first to be offered available driving positions. Once an employee accepts a summer run assignment, said employee shall be limited to that assignment unless no other Kent City bus driver is available and willing to work in additional position vacancies. It is understood that an assignment will be made on the basis of qualifications and seniority.

The ratio of pay shall correlate to the appropriate pay scale and on a per hour basis to that outlined in this Agreement.

The insurance benefits of this Agreement shall not apply to these positions.

ARTICLE X

LEAVE WITHOUT PAY

Each employee may, at the discretion of the Superintendent designee, be granted a leave of absence without pay. Each for leave without pay shall be in writing, shall be signed employee and shall have the reasons for such leave stated and shall be submitted to his/her immediate supervisor no less than (10) working days prior to the beginning of such Approval or disapproval shall be given to the employee, in writing by the Superintendent or designee.

ARTICLE XI

LEAVE WITH PAY

A. Earnings

Each employee shall earn six (6) days of leave time with pay per school year for 1988-89 and starting with the 1989-90 this leave time goes to seven (7) days per year.

B. Accumulation

Any earned leave time which was not used during the year may accumulate for usage in a future year.

C. Usage

Earned leave time may be used for the employee's personal illness/use or for absence to attend a funeral.

ARTICLE XII

INCLEMENT WEATHER DAY

When school is closed due to inclement weather, each employee shall not be required to report for work on that day. Each employee shall be paid his/her regular daily rate for that day. In the event the school is closed for more than two work days in succession, employees will not be paid for those days beyond two.

ARTICLE XIII

BENEFITS

Each regular employee shall receive his/her regular daily rate, at the time of the holiday for:

1. Labor Day
2. Thanksgiving Day
3. Day After Thanksgiving
4. Christmas Day
5. New Year's Day
6. Memorial Day

Starting with the school year 1990-91, the day after Christmas Day will be a holiday.

To be eligible for such pay, the employee must work his/her last work day prior to the holiday and the first work day following the holiday. An exception to this condition is when the employee is personally ill on the work day prior to or following the regular holiday. Proof of illness must be borne by the employee.

Insurance

Upon written request, the Board will pay a percentage of the monthly insurance premium for the employees choice of M.E.S.S.A. Super-Care I or MASB-/SET Med-Check, single subscriber health insurance per the following chart:

INSURANCE PACKAGE

<u>HOURS PER WEEK</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
1-15	25%	25%	25%
16-25	75%	75%	75%
26+	100%	100%	100%

Eligibility for Insurance

Only full time bus driver hours during the school year (not including summer period or Federal programs or migrant runs) will be used to determine an employees insurance benefits. Eligibility for insurance will be determined by September 25th of each year for that school year. The enrollment period for new eligible employees or changes in status will only occur in September of every school year. All insurance coverage is for 12 months per year.

ARTICLE XIV

Wages

The maximum time paid per any regular A.M./P.M. or Kindergar will be 1.25 hours. All pay will be paid on a hourly basis run's hours will be determined by the transportation superv the beginning of the school year.

Each bus driver will be allowed one (1) hour time each week extra trip rate for servicing his/her bus including sw fueling, etc.

The following are the rates per hour:

	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
<u>Regular, Special Ed., Voc. Ed.,</u> <u>Kindergarten, Heat Start, Migrant</u>			
Step - Probationary	9.03	9.58	10.16
Balance of First Year	9.18	9.73	10.32
Second and Third Year	9.32	9.88	10.48
Fourth Year and Thereafter	9.46	10.03	10.63

<u>Shuttle Runs</u> (.25 hours credit)	1.86	1.97	2.09
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<u>Extra Trips</u>	5.55	5.89	6.24
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Physical Exams

\$50.00 when required by District.

Chauffeurs License

\$6.00 annual reimbursement.

Bus Aid

Step - Probationary	5.95	6.31	6.69
Balance of First Year	6.07	6.44	6.83
Second and Third Year	6.13	6.51	6.90
Fourth Year and Thereafter	6.26	6.64	7.04

ARTICLE XV

REDUCTION IN WORK FORCE AND RECALL

A. Definitions

1. The word "layoff" means a reduction, other than termination, retirement, or leave of absence, in the number of employees employed as bus drivers or bus aides.
2. The word "seniority" means continuous employment service excluding leave of absence without pay that exceeds thirty (30) days, layoff and time employed in classifications and/or positions not represented by the Union. There shall be no loss of seniority for absence as a result of the employees personal illness.

B. Loss of Seniority

Seniority shall be lost if any of the following apply:

1. The employee retires, quits or is discharged;
2. The employee does not return from a leave of absence within two (2) working days after the leave expires;
3. The employee is absent two (2) consecutive work days without properly notifying the Board. If the Board is notified of extenuating circumstances which are beyond the control of the employee, the Board may waive this condition; and
4. The employee does not return from layoff status within five (5) working days from date of recall.

C. Seniority Frozen

Seniority shall not be lost, but, shall not continue to accumulate when the employee is on layoff status or when the employee is employed solely in a position of the Board not represented by the Union.

D. Layoff

1. Employees shall be laid off according to the inverse order of seniority within the bargaining unit unless there are positions(s) requiring special knowledge, certification and/or job skills which employees with higher seniority are unable to perform. Then the employee next on the seniority list will be laid off (etc.) provided that the Board is not required to continue the employment of any employee in any position for which he/she is not qualified as determined by the administration and not certified (assume State certification is required).

2. Employees to be laid off shall be allowed to transfer to another position in the bargaining unit provided he/she is qualified, as determined by the administration and State certified (if required) to perform the functions of the other position and who has more seniority than the employee currently serving in that position.
3. Employees being laid off shall be given written notice at least ten (10) working days prior to the effective date of the layoff.

E. Recall

1. Employees shall be recalled in inverse order of layoff providing he/she is qualified as determined by the administration and State certified (assume certification is required) to perform the job function vacant.
2. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employment record or delivered in person by an administrator to the affected employee. It shall be the employee's responsibility to keep the Board informed of his current address. The recall notice shall state the date and position to which the employee must report to work.
3. Each employee who has received a recall letter must return to the Board within three (3) days of the receipt of the notice as to whether he/she will accept the assignment. In the event the employee does not return to work on the reporting date or within two (2) working days thereafter, the employee shall be considered voluntarily terminated.
4. Each employee on layoff status shall remain on the recall list for fifteen (15) months.
5. Refusal of a position that is not substantially equivalent in time to the position she/he previously held shall not affect that employee's recall rights.
6. Any employee on lay off status shall, upon application, at his/her option, be granted priority status on the recall or substitute list for any position which she/he is qualified to perform. If more than one employee is on the recall or substitute list, the employee with the most seniority shall be used as a substitute first.

ARTICLE XVI

GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" is a claim by one (1) or more employees, stating that there has been an alleged improper application or violation of this Agreement.
2. An "aggrieved employee" is the employee (or employees) who is directly affected, by the Board's action or inaction giving cause to the alleged improper application or violation of this Agreement and, therefore, will make the claim.

B. Grievance Form

Any grievance presented, in writing, by aggrieved employee(s) shall include the following:

1. What, when, and where did it happen or what did not occur;
2. What article(s) and section(s) of the Agreement were allegedly improperly applied or violated; and,
3. What is the relief sought.

C. Purpose, Days and Time Limits

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solution to each grievance as defined in A. above. The Board and Union agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Since it is important to process a grievance as rapidly as possible, the number of days (the term "days" for this article shall exclude Saturdays, Sundays, Holidays and days when the Board does not normally conduct business) indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified the grievance shall be settled on the basis of the disposition at the proceeding level. In the event the written answer is not submitted in the time specified the aggrieved may proceed to the next level. The time limits specified may be extended by mutual agreement between the aggrieved and the Superintendent provided the requesting party places the request and the extension agreement in writing which must be signed by both parties.

D. Non-Grievable Items

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Agreement.

1. Failure to continue the employment of any probationary employee.
2. The content of evaluation.
3. Any claim, complaint or lawsuit for which there is a remedial procedure or forum established by law and an employee has enacted same.

E. Procedure

1. Level One (Immediate Supervisor)

An employee shall, within ten (10) working days of occurrence of the event upon which the grievance is based, orally discuss the matter with his/her immediate supervisor with the objective of resolving the matter informally. If the aggrieved is not satisfied with the disposition from the oral discussion and wishes to further pursue the matter, he/she shall file the grievance in writing. The written grievance must be submitted to the aggrieved employee's immediate supervisor within ten (10) working days of the occurrence of the grievance. A written answer shall be given within three (3) working days following receipt of the written grievance.

2. Level Two (Superintendent)

If the answer of the immediate supervisor is not satisfactory to the aggrieved, the aggrieved may present the grievance to the Superintendent or designee not later than five (5) working days following the answer received in Level One. The decision of the Superintendent or designee shall be given, in writing, within five (5) working days following receipt of the grievance.

3. Level Three (Board)

If the answer of the Superintendent or designee is not satisfactory to the aggrieved, the grievance may be presented by the Union President or designee to the Board via the Superintendent, within five (5) working days following receipt of the written answer from Level Two.

4. A meeting between at least two (2) members of the Board, the aggrieved, and representative of the Association and Administration shall be held within ten (10) working days following the first regular Board meeting after receipt of the written grievance. The decision of the Board shall be given, in writing, within five (5) working days following the next regular Board meeting.
5. In the case of a grievance not resolved at the Board level, either party may invoke section seven (7) of Public Act 379 of 1965 (mediation). The power of the mediator shall be limited to the interpretation or application of the express terms of this Agreement and he/she shall have no power to alter, add to or subtract from the terms of this Agreement as written nor shall he/she grant a decision which in effect shall grant the Union and/or employee that which the Union was unable to obtain through any negotiation process. The decision of the mediator shall be binding on both parties.

ARTICLE XVII

NO STRIKE CLAUSE

The Union and The Board recognize that strikes and other forms of work stoppages by public employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its offices, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1988 shall continue in effect until the 30th day of June, Negotiations between the parties shall begin at least sixty days prior to the contract expiration date. If, pursuant to negotiations, and Agreement on the renewal or modification is reached prior to the expiration date, this Agreement shall expire such expiration date unless it is extended for a specific periods by mutual written agreement of the parties.

JULY 11, 1988

DATE

July 12, 1988

DATE

Margorie Freeman
BOARD PRESIDENT

Paul Olson
UNION PRESIDENT

JULY 11, 1988

DATE

July 12, 1988

DATE

Joseph D. Peterson
BOARD SECRETARY

Robert P Vins
UNION SECRETARY