MASTER AGREEMENT

BETWEEN

TEAMSTERS LOCAL UNION NO. 580 LANSING, MICHIGAN

AND

BOARD OF EDUCATION

OF THE

SCHOOL DISTRICT OF THE CITY OF EAST LANSING

JULY 1, 1972 - JUNE 30, 1973

Michigan State University

RELATIONS LIBRARY

East Lansing Rublic Schools 509 Burcham Drue East Lansing, Michigan 48823

AGREEMENT

This Agreement entered into this first day of July, 1972 between the Board of Education of the School District of the City of East Lansing, located at 509 Burcham Drive, East Lansing, Michigan, party of the first part, hereinafter termed the "Employer," and Local Union Number 580 Chauffeurs, Warehousemen and Helpers of America, located at 1202 South Washington Avenue, Lansing, Michigan, party of the second part, hereinafter called the "Union."

PURPOSE AND INTENT:

The general purpose of the Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the basic purpose of the School District is the education of its youth and that all employees are obligated to work to help provide a quality program with clean, safe, functional facilities.

Whenever a pupil is subjected to traffic hazards or is required to walk excessive distances in order to attend school the District shall provide efficient and safe transportation for him.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration but not limitation the determination of policies, operations, assignments, schedules, discipline, and layoff, for the orderly and efficient operation of the School District.

1. RECOGNITION: Employees covered.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit which is described below.

SCHOOL BUS DRIVERS

2. MAINTENANCE OF MEMBERSHIP:

- (A) When the Employer needs additional Employees, he shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union.
- (B) Membership in the Union is not compulsory. Employees have the right to join, not join, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.
 - (1) Accordingly, each employee in the bargaining unit shall pay his own way and assume his share of the obligation along with the grant of equal benefits contained in this Agreement.
 - (2) The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of the Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.
- (C) In accordance with the policy set forth under subparagraphs (A) and (B) of this Section, all employees shall as a condition of continued employment pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.
- (D) Present employees who are members of the Local Union on the effective date of this agreement and others who may subsequently join the bargaining unit and become members of the Union shall remain members of the Local Union in good standing as a condition of continued employment.

3. UNION DUES:

Employer agrees to deduct from the pay of each employee all regular dues of Local No. 580 and pay such amount deducted to said Local for each and every employee, provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payment to the Local Union. During the life of this Agreement, the Employer agrees to deduct Union dues from the second pay of each month of each employee who submits a properly prepared authorization for check-off of dues form to the payroll department. The Employer shall be entitled to rely solely upon the information appearing on this form. Deductions shall begin the month after the form is received but shall not supercede any legally required deductions nor be required if the employee's pay is less than the amount of the dues.

Deductions for each calendar month shall be remitted to the Treasurer of Local No. 580 with an accompanying list of employees from whom payroll deductions were made within two weeks after the second payroll of each month.

The Employer shall continue deductions in accordance with the provisions noted above until the expiration of this Agreement, termination of employment of the employee, or transfer of the employee out of the Unit, whichever occurs first.

4. PROBATIONARY EMPLOYEES:

A new employee shall work under the provisions of this Agreement but shall be employed only on a sixty (60) day trial basis, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After sixty (60) days, the employee shall be placed on a regular seniority list.

5. UNION JURISDICTION:

The Employer agrees to respect the jurisdiction of the Union regarding the assignment of members of the unit to drive regular, field and special trips whenever school-owned transportation vehicles are utilized except that qualified employees other than members of the unit may drive if no member of the unit is available and desires to drive. The Employer further agrees that a member of the unit shall (if available) be utilized for the transporting of pupil luggage on camping trips. All available school-owned transportation vehicles will be utilized before subcontracting transportation of pupils, except that during the life of this Agreement the employer may utilize another carrier (other than school buses), which in its judgment is necessitated by unique circumstances,

on no more than four (4) trips each year. Further, the employer shall notify the Union of the use of said carrier at least five (5) days in advance of any such trip.

6. SUBCONTRACTING:

The Employer agrees that no transportation of pupils of the District shall be performed or assigned to any party or parties other than members of the bargaining unit except as provided for in paragraph five (5) above, unless by written consent of the Union during the effective dates of the contract.

7. EXTRA CONTRACT AGREEMENTS:

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours, or working conditions of said employees or any individual employee, or which in any way may be considered a proper subject for collective bargaining.

8. SENIORITY:

Strict seniority shall prevail in the layoff and rehiring of employees. In reducing the work force because of lack of work or other legitimate causes, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. It is understood that an employee must be able to perform the work available to qualify him for recall. The Employer agrees to post a list of the employees in the bargaining unit arranged in order of their seniority. This list shall be posted in a conspicuous place at the place of employment. Seniority shall be broken only by discharge, voluntary quit or layoff of a period of more than two (2) years. In the event of a layoff, the employee so laid off shall be given two (2) weeks notice of recall to work, mailed to his last known address. In the event the employee fails to make himself available for work at the end of said two (2) weeks, he shall lose all seniority rights under this Agreement. Stewards shall be granted superseniority for layoff and rehire. However, he must be able to perform the work.

9. DISCIPLINE OR DISCHARGE:

(A) The Employer agrees not to discipline or discharge an employee without just cause. Whenever an employee's conduct or performance is such that the Employer believes disciplinary action

may be necessary the Employer shall, if appropriate, warn the employee in writing and give said Employee an opportunity to make suitable corrections prior to taking disciplinary action. Discipline or discharge may result if an employee:

- (1) is insubordinate--refuses to do the work assigned to him effectively and cheerfully.
- (2) conducts himself in a manner unbecoming of a school employee, such as drinking, cursing pupils or employees, being unkempt, stealing, etc.
- (3) is disrespectful to himself, his coworkers, supervisors or the school system.
- (4) lacks sufficient competence in his work assignment to enable him to do the work satisfactorily.
- (5) cannot, for reason of poor health, or lack of physical fitness, perform his work satisfactorily.
- (6) is convicted of any felony or circuit court misdemeanor and/or is convicted of any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage of property of the Employer.
- (B) The Employer shall notify, in writing, the Employee involved and a Steward of any warning, disciplinary action, or discharge. If either the Employee or the Steward considers the discipline or discharge to be improper a review with the Employer may be requested within two (2) days after the disciplinary action. The Employer shall reply within two (2) days after receipt of the request. If the Union is not satisfied with the decision, and the explanation given by the Employer's representative at the review, it may process its complaint through the grievance procedure.
- (C) A record of all disciplinary actions shall be placed in the Employee's personnel file. If the recorded action could be construed as detrimental to the Employee's future promotion, transfer, present or future employment and after a period of two (2) years there have been no recurrences of unsatisfactory conduct for which disciplinary action is taken, the record of the disciplinary action shall be removed from the file. All Employee's records, other than those of a confidential nature, may be reviewed by the Employee upon request, provided that the number of such requests is three (3) or less per year.
- (D) Whenever an employee is discharged or suspended he shall have the right to meet with a Steward prior to leaving the school grounds.

10. GRIEVANCE PROCEDURE:

It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strike, tie-ups of equipment, slow-downs, walk-outs or any other cessation of work or lockouts. There shall be no legal proceeding of any kind before all means of settlement provided herein are exhausted.

An employee with a grievance shall report same to his Foreman within thirty (30) days of the alleged infraction. No action shall be required of the Employer concerning any grievance not reported within the time limit.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. In the event that any grievance cannot be settled in this manner the question may be submitted by either party for arbitration as hereinafter provided.

Should any grievances, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort of the parties to settle such promptly with the following steps:

<u>Step Number One</u>. By conference between the aggrieved Employee, the shop Steward, or both, and the foreman of his or her department.

Step Number Two. If the disposition of the grievance in Step One is not satisfactory to the aggrieved Employee he shall then prepare the grievance report form and submit it to the foreman of his department. The foreman shall write a disposition on the grievance form and submit it to the Superintendent or his designee, who shall then arrange for a conference between the Shop Steward, Business Agent of the Union, and himself.

Step Number Three. In the event that the disposition given in Step Number Two is not satisfactory to the Union or to the aggrieved Employee a conference shall be scheduled between an official or officials of the Union and the Board of Education.

Step Number Four. If the official or officials of the Union and the aggrieved employee are not satisfied with the disposition given in Step Number Three, or if no decision has been rendered within ten (10) working days after the aggrieved Employee first met with the Board of Education, he may within five (5) working days after a decision by the Board, or fifteen (15) working days after he has first met with the Board, whichever is sooner, request in writing that the Union submit

his grievance to Arbitration, if the Agreement provides that the grievance is one which may go to Arbitration. If the Union determines that the grievance is meritorious, that it involves the interpretation, meaning, or application of any of the provisions of this Agreement, and that submitting it to Arbitration is in the best interest of the East Lansing School System or the Union, it may by written notice to the Board submit the grievance to Arbitration.

Grievances which do not involve the interpretation, meaning, or application of any of the provisions of the Agreement may be processed through Step Three, but shall not be arbitrable.

Either party may demand arbitration. The Board of Arbitration shall consist of one person appointed by the Union and one person appointed by the Employer. In case the two members cannot settle the dispute, a third member shall be chosen by the two members, so selected from a list which either party may submit to the other, said list to contain the names of responsible citizens, any of whom shall be capable of handling an arbitration. The parties shall select one (1) individual from the lists and that person shall act as the third member of the Board of Arbitration. The third member so selected shall act as Chairman of the Arbitration Board.

The Arbitration Board, as herein provided, shall be selected within ten (10) days after the request for arbitration is made. If the representatives of the parties cannot settle the dispute and cannot agree upon the selection of a third person within fifteen (15) days of their appointment, as herein provided, the third person shall be selected from a list of qualified Arbitrators designated by the Michigan Labor Mediation Board and in accordance with its procedures.

A majority decision of the Board of Arbitration shall be rendered without undue delay and shall be final and binding on both parties.

11. HOURS OF EMPLOYMENT:

Prior to the opening of the school year, all routes will be available for bidding on a seniority basis, provided the driver meets the qualifications.

To be eligible the written bid must be furnished to the School Plant Manager within three days of route postings. Failure to do so as specified forfeits the seniority bidding procedure. The driver that bids on and accepts a route is not eligible to bid on any more runs for the balance of the school year unless such bid run is eliminated. The driver affected by the route elimination shall be placed in a miscellaneous category and may take such trips that are not regular runs. If a driver will be laid off through route elimination, then all routes shall be subject to rebidding.

After bus routes have been established, additional stops shall not be added until first consulting the driver affected.

Bus drivers will be assigned by the Employer to a regular route and shall be expected to check in for driving in sufficient time to safety check the vehicle and be sure that it is ready for service prior to beginning each run or set of runs. The driver shall be considered in a working status while: performing the safety checks noted above; driving on a regular or special run; waiting for the return run of a field trip or special trip; or during such other periods as the Employer shall designate.

One-half hour per day paid time will be added to route time for required safety checks.

When drivers are transporting students to camps and required to stay, such driver shall be guaranteed eight (8) hours each day. Time and one-half $(1\frac{1}{2})$ shall be paid for all work performed after eight hours. The expense of a separate room and meals shall be borne by the Board.

Employees who work more than eight (8) hours per day or forty (40) hours per week shall be entitled to overtime pay for the additional time at one and one-half $(1\frac{1}{2})$ their regular rate.

Employees who are required to work on holidays for which they would receive their regular holiday pay shall be paid in addition to the regular pay an amount equal to the product of the hours worked at one and one-half $(l\frac{1}{2})$ their regular hourly rate.

There shall be no guaranteed minimum number of hours of employment per day or per week, except that on one-half $(\frac{1}{2})$ days of school employees shall receive their normal hours' pay for that day. However, no more than ten (10) days shall be paid for in any one school year. Whenever drivers arrive for work and the schools are closed due to inclement weather or other emergencies they shall be paid their regular daily rate for that day.

This provision shall not apply, however, if drivers are given notice the day prior to the day in which schools are to be closed that they are not required to come to work.

Drivers shall be paid for all time spent in conferences called by management.

12. STEWARDS:

The employer recognizes the right of the Union to designate a Job Steward and an alternate to handle such Union business as may from time to time be delegated to them by the Union. Job Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business in violation of this Agreement or any action in violation of law. The Employer recognizes this limitation upon the authority of Job Stewards and their alternates. The Employer, in so recognizing such limitations, shall have the authority to render proper discipline, including discharge without recourse, to such Job Steward or his alternate if he be an employee, in the event the Job Steward or his alternate has taken unauthorized strike action, slow-down, or work stoppage in violation of this Agreement. A Job Steward shall be an employee of the Employer.

13. PAY:

All Employees of the bargaining unit shall be paid for their regular and special runs biweekly on pay dates established for the district as a whole.

14. BUS DRIVERS SALARY SCHEDULE BASE RATES (minimum hourly rates)

LONGEVITY:

- Effective 7/1/71 (a) 4 years through 8 years 3% of the current hourly rate.
 - (b) 9 years through 13 years 5% of the current hourly rate.

COST OF LIVING:

All employees covered by this Agreement shall be covered by the provisions for a cost-of-living allowance as set forth in this Article.

A cost-of-living allowance shall be added to each employee's basic straight time rate, this rate for this purpose to exclude any addition previously made under this escalator clause. The cost-of-living allowance shall be the same number of cents per hour for each employee.

The cost-of-living allowance shall be determined in accordance with upward or downward changes in the U. S. Bureau of Labor Statistics "All Cities" Consumers Price Index (1957-59=100). The "All Cities" Index for July 1972 shall be the base figure for the purpose of computing future cost-of-living adjustments. Any variations in such Index of five-tenths (0.5) of a point as reported by the BLS shall add or subtract one cent (1¢) for each five-tenths (0.5) of a point variation.

Effective Date of Adjustment:

Based on Consumer Price Index of:

First Payroll Period beginning on or after:

January 15, 1973

November 1972

In the event that the Bureau of Labor Statistics shall not issue the appropriate Index on or before the beginning of one of the pay periods referred to in the above table, any adjustment in the allowance required by such Index shall be effective at the beginning of the first pay period after receipt of such Index. No adjustments, retroactive or otherwise, shall be made in the amount of the cost-of-living allowance due to any revision which later may be made in the published figures for the Index for any month of the basis of which the allowance has been determined.

The cost-of-living allowance shall not become a fixed part of the base rates for driver classification. A decline in the Index shall not result in a reduction of the base rates. The maximum net change, up or down, in the cost-of-living allowance shall not exceed five cents $(5\,\c)$ per hour over any adjustment period.

15. SICK LEAVE:

All members covered by this Agreement shall be granted one (1) sick leave day per month based upon the Employee's regular hours of work not to exceed twelve (12) days per year with one hundred and twenty (120) days accumulation. An employee on sick leave will be deemed to be on continued employment for the purpose of computing benefits. Probationary employees will not be granted sick leave. Employees, upon qualifying for regular driver status, will be granted sick leave in accordance with the provisions outlined above retroactive to the day of employment.

15A. TERMINAL LEAVE:

An employee who voluntarily separates from the East Lansing School District after serving on the seniority list for three (3) or more years shall be paid 50% of his unused sick leave up to a maximum of fifty (50) days at the rate of \$20.00 per day.

16. LEAVE OF ABSENCE:

(A) Leaves of absence without pay for periods not to exceed two (2) years or a period equal to the employee's seniority, whichever is the lesser, will be granted without loss of seniority for:

- (1) Serving in any elected position (Public or Union).
- (2) Maternity leave to commence prior to the sixth month of pregnancy.
- (3) Illness, Physical or Mental.
- (4) Adoption.
- (B) Leave of absence with pay will be granted not to exceed three (3) working days for death in the immediate family herein defined to include spouse, children, mother, father, brother, sister and corresponding in-laws, step parents, step brothers, step sisters, or a member of the employee's household. Additional leave chargeable to the employee's sick leave may be granted upon request.
- (C) Drivers shall be granted two (2) personal leave days, with pay, each year.

17. EQUIPMENT, ACCIDENTS AND REPORTS:

- (A) The Employer shall not require employees to operate a vehicle which is not in safe operating condition or equipped with safety appliances described by law. Employees shall report all defects of equipment which could affect the safe operation of the vehicle immediately or at the end of their day, as appropriate. Such reports shall be made on a suitable form furnished by the Employer, shall be made in multiple copies, one copy to be retained by the employee.
- (B) An employee involved in any accident shall to the extent that he is able:
 - (1) Continue to protect the lives of the pupils and other passengers, if any, on the bus.
 - (2) Cooperate fully with law enforcement officials, medical personnel and others as appropriate in providing such information and assistance as they may require.
 - (3) Report to his Supervisor such information as he shall require, including the names and addresses of witnesses.

Failure to comply with this provision may subject such employee to disciplinary action by the Employer.

(C) The Employer agrees that he will not require or assign an employee

to any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute, court order, or governmental regulation relating to safety of person or equipment.

18. WORKMEN'S COMPENSATION:

Each employee will be covered by the applicable Workmen's Compensation Laws and the Employer further agrees to pay the injured employee the difference between his regular weekly income based on forty (40) hours, or on the employee's normal work week if less than forty (40) hours, and the amount to which he is entitled under provisions of the Workmen's Compensation Law for a period of up to one (1) year. Beyond one (1) year such payments would be charged against sick leave on a pro rata basis computed on the relationship of the differential pay to his regular weekly pay until the sick leave is exhausted.

19. MILITARY SERVICE:

Any employee on the seniority list inducted into military, naval, marine or air service under the provisions of any Federal Selective Service Training Statute and amendments thereto or any similar act in time of National Emergency, respectively, shall upon termination of such service be re-employed in line with his seniority at the then current rate for such work, provided he has not been dishonorably discharged from such service with the United States Government and is physically able to do work available, and further, provided he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

20. VACATIONS:

All employees on the seniority list of the Employer for a period of ten (10) months shall receive one (1) week's vacation with pay.

The vacation pay shall be computed on the basis of two per cent (2%) of the annual earnings of employees for said twelve (12) month period and a like amount for each additional week's vacation. Only regular employees on the seniority list shall be eligible for vacation pay.

If an employee takes his vacation during a week in which one (1) of the seven specific holidays occurs, he shall be entitled to holiday pay in addition to his vacation pay.

21. HOURS AND OVERTIME:

Drivers on the regular seniority list shall be guaranteed, on scheduled full school days, a minimum of six (6) hours daily, Monday through Friday. Part-time drivers shall be guaranteed a minimum of two (2) hours when called to report for work.

Eight (8) hours shall constitute a work day and five (5) days shall constitute a work week commencing Monday AM through Friday PM.

Employees shall receive time and one-half $(l\frac{1}{2})$ the regular established rate per hour for all work performed in excess of eight (8) hours per day or forty (40) hours per week. A holiday will be treated as a day worked for the purpose of this section.

Employees shall receive double the regular established rate per hour for all work performed on Sunday.

All employees shall have a reporting time for duty which shall be designated at the end of the preceding day by the Employer.

22. HOLIDAYS:

The following named holidays shall be paid for at the rate of each employee's regular hours' pay for the holiday in addition to any monies the employee may earn on such holidays: NEW YEARS DAY, MEMORIAL DAY, LABOR DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING, CHRISTMAS DAY, AND GOOD FRIDAY.

Employees who are serving their 60-day probationary period are not entitled to holiday pay for holidays falling within such probationary period. If a holiday falls within the vacation period of a regular employee, he shall receive pay for such holiday in addition to his vacation pay.

If any holiday falls within the 30-day period following an employee's layoff due to lack of work, and such employee is also recalled to work during the same 30-day period but did not receive any holiday pay, then in such case he shall receive an extra day's pay for each holiday, in the week in which he returns to work. Said extra day's pay shall be equivalent to each employee's regular hours at the straight-time hourly rate specified in this contract. An employee who is laid off because of lack of work and is not recalled to work within the aforementioned 30-day period is not entitled to the extra pay upon his return. Under no circumstances shall the extra pay referred to herein be considered as hours worked for weekly overtime.

23. LUNCH HOUR TRIPS:

When a driver is required to take a trip outside of an area of 10 miles (one way) of the East Lansing School District and/or spend his meal periods on duty, such employee shall be paid at the beginning of such trips \$2.75 for lunch and \$3.00 for dinner and \$1.75 for breakfast, on field trips only, when trips begin prior to 7:30 A.M., and only when required to buy his own meals. (Receipts shall be furnished.) The above provision shall apply only when said driver does not have a 30-minute unassigned work period within the boundaries of the East Lansing School District between the hours of 11 A.M. and 1 P.M. and between 5 P.M. and 7 P.M.

24. PHYSICALS:

Complete annual physical including laboratory fees shall be paid by Board.

25. Coats and gloves shall be furnished by the Board.

26. CHANGE AND TERMINATION:

- (A) This Agreement shall remain in full force and effect until the first day of July, 1973, and thereafter shall be renewed from year to year unless either party hereto shall notify the other party, in writing, at least sixty (60) days prior to any anniversary date of this Agreement of its desire to change in any way or to terminate this Agreement, except as provided in (B) of this Article. Such written notice shall be sent by registered or certified mail to the other party.
- (B) It is understood and agreed between the parties that the provisions contained in Article 14 (Wages and Overtime) may be reopened for negotiations between the parties July 1, 1973, provided that the party desiring to reopen serves notice in writing upon the other party at least sixty (60) days prior to July 1, 1973. If no such notice is given the said Article 14 shall continue from year to year. In the event the parties cannot agree upon the requested revisions in Article 14 the Union shall have the right to all legal recourse in support of its demands, notwithstanding any provision of this contract to the contrary.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this ________, 1972.

EMPLOYER

UNION

BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF EAST LANSING

Cassus & Street

LOCAL UNION NO. 580 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

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