

June 30, 1971

Fruitport

MASTER AGREEMENT

between

BOARD OF EDUCATION OF FRUITPORT COMMUNITY SCHOOLS

and

BUS DRIVERS' UNION

April 1, 1969 - June 30, 1971

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

FRUITPORT COMMUNITY SCHOOLS  
Fruitport, Michigan

MASTER AGREEMENT

THIS AGREEMENT entered into on this first (1st) day of April, 1969 between the BOARD OF EDUCATION OF FRUITPORT COMMUNITY SCHOOLS located at Fruitport, Michigan, a Municipal corporation (hereinafter referred to as the "Employer") and TEAMSTERS LOCAL UNION NUMBER 527, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 1827 West Sherman Boulevard, Muskegon, Michigan (hereinafter referred to as the "Union").

PURPOSE AND INTENT

The general purpose of this 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 interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community through a sound educational program.

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

ARTICLE I

RECOGNITION

1.1. 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 described below:

All full-time or regular part-time bus drivers excluding clerical employees and supervisors as defined in State Labor Mediation Board cases.

1.2. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE II

Upon completion of the 90 or 180 day probationary period, the employee shall be eligible to join the Union.

All employees who voluntarily become members thereafter shall, as a condition of employment, maintain their membership in the Union for the duration of this Agreement to the extent of tendering their initiation fees and periodic Union dues uniformly required of all Union members as a condition of Union membership.



### ARTICLE III

#### MANAGEMENT RIGHTS

3.1. Except as expressly limited by this Agreement, the Employer on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, whether heretofore exercised or not, including, but without limiting the generality of the foregoing, the right:

(1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

(2) To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;

(3) To determine the hours of work and the duties, responsibilities and assignments of bus drivers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

### ARTICLE IV

#### SUB-LEASING

In the event the Employer sees fit to transfer or sub-let the operation of the transportation vehicles, it shall be understood that the Union would be notified in writing when such action is being considered and prior to its adoption.

### ARTICLE V

#### UNION REPRESENTATION

5.1. For the purpose of handling complaints and grievances under the grievance procedure, the Union shall have one steward and an alternate.

5.2. Also, for the same purpose there shall be a Grievance Committee of not more than two (2) members. The alternate steward and the two committee members shall comprise the grievance and bargaining units.

5.3. Employer agrees that it will allow the proper accredited representative of the Local Union access to the Employer's garage and parking lot at any time for the purpose of policing the terms and conditions of this Agreement. However, said representative shall not interfere with the transportation operation in any manner, and shall first report to the supervisor or other administrator when he first enters upon school property.

5.4. The steward shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute pertaining to a specific grievance.

## ARTICLE VI

### GRIEVANCE NEGOTIATION PROCEDURE

6.1. Any employee believing that there has been violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may present a grievance with the Board's designated representative within three (3) working days of the date of the occurrence of the grievance, or in case of a matter involving a paycheck, within three (3) working days of the receipt of the check. The Board hereby designates as its representative the Superintendent or his designated appointee.

6.2. Within five days of receipt of the grievance the designated representative of the Board shall meet with the grievant in an effort to resolve the grievance. If the employee desires, the steward may be present at this meeting. If the parties cannot agree the grievance shall be reduced to writing and within three (3) days submitted to the Superintendent of Schools, who shall have ten (10) days thereafter to approve or disapprove the grievance. If the grievance shall be denied by the Superintendent of Schools, the grievance shall immediately be submitted to the Board of Education by delivery of the Superintendent of Schools within three (3) days of the date of the receipt of his decision.

6.3. If the parties fail to reach an agreement in any such negotiation, either party may invoke the mediation machinery of the State Labor Mediation Board, which may include Fact Finding.

## ARTICLE VII

### SENIORITY

7.1. One steward shall be granted super seniority for all purposes of lay-off and rehire. The Union shall notify, in writing, the identity of the steward.

7.2. Full-time employees are those employees who are assigned to a regular daily bus route.

7.3. Regular part-time employees are those employees who are not full-time employees.

7.4. (a) New full-time employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment and new regular part-time employees shall be considered as probationary employees for the first 180 days of their employment. Part time people moving to a full time position must serve a 45-day probationary period, or have accumulated ninety (90) days of actual driving. The calendar days' probationary period shall be accumulated within not more than one (1) year. When an employee completes the probationary period, he shall be entered on the seniority list of the unit as of the date of hire. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement. Probationary employees may be discharged, disciplined or laid off for any reason except lawful union activity without recourse to the grievance procedure.

7.5. (a) For purposes of this Article, the Board shall maintain separate seniority lists for full-time bus drivers and regular part-time bus drivers. Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the names of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up-to-date at all times and will provide the Local Union with up-to-date copies once each school year.

7.6. An employee shall lose his seniority for the following reasons only:

(a) If he quits.

(b) If he is discharged for cause.

(c) If he is absent for two (2) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send notification by certified mail to the employee at his last known address as shown by his employment records that he has lost his seniority, and his employment has been terminated. If the deposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

(d) If he does not return to work when recalled from lay-off as set forth in the recall procedure. In proper cases, exceptions shall be made.

(e) If he retires.

(f) It is understood that the employee may apply for a maximum of six (6) months leave of absence in cases of personal pregnancy.

ARTICLE VIII

DISCHARGE OR SUSPENSION

8.1. The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the job steward affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is commission of a felony, consumption of alcoholic beverages or narcotic drugs or being under the influence of either while on duty, dishonesty, recklessness or excessive carelessness while driving or the carrying of unauthorized passengers, including "animals or pets", while on the job.

8.2. Discharge must be by proper written notice to the employee and the Union.

8.3. All matters of discipline shall be subject to the provisions of the grievance procedure.

8.4. It shall not be cause for discharge or disciplinary action in the event that an employee's safety is threatened at a primary labor dispute.

ARTICLE IX

LAYOFF AND RECALL

9.1. The word "layoff" means a reduction in the working force due to a decrease of work.

9.2. Seniority shall apply to layoff and recall as follows:

(a) When a reduction in force occurs employees on probation and then the employees with the least seniority in the job classification affected will be the first to be laid off.

(b) The employer shall, except when in its discretion the laid-off full-time employee will be unable to report to work in time to drive the available bus run, call laid-off full-time employees for available work prior to calling regular part-time employees.

(c) When the working force is increased after a layoff, employees will be recalled in the reverse order of layoff. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. Notice shall be given by the employee of his intent to return to work within seven (7) calendar days of date of mailing. If an employee fails to report to work within ten (10) calendar days from date of mailing of notice of recall he shall be considered a quit.



## ARTICLE X

### ASSIGNMENT OF RUNS

10.1. The Employer, at the beginning of the school year, shall make up the bus runs and shall decide which buses shall be assigned to which runs. After the Employer has made the foregoing decisions, the employees, in accordance with strict seniority among all employees subject to this Agreement, shall choose the runs they wish to service, except where situations or qualifications in the judgment of the Employer warrant a change in assignment. The intent shall be that the person desiring a run shall be allowed a trial period before a change is made. Employees must make their choices at the beginning of the school year, and once a choice is made, an employee cannot choose again. The Employer in its discretion may change the buses and the bus stops as often and in any manner as it may decide is in the best interests of the school district.

(a) When an opening occurs during the school year, it should be posted for five (5) days on the bulletin board in the bus garage. The vacancy shall be filled according to the terms in Section 10 which covers run assignments.

(b) A driver losing work because of the elimination of a run, or because of bumping, shall have the option of bumping a driver of less seniority subject to the provisions in Section 10 on run assignments.

### SPECIAL RUNS OR FIELD TRIPS

10.2. All field trips are to be filled on a strict seniority basis with the number of previous runs performed by a driver to be the deciding factor.

10.3. Except in the case of emergency, all field trips are to be posted forty-eight (48) hours in advance. A minimum of twenty-four (24) hours prior to the field trip is allowed each driver who qualifies to sign his name for the particular run. The field trips must be signed by six o'clock P.M. (6:00 P.M.) prior to the day of the trip. Post fan bus trips on a "tentative basis" 48 hours in advance. Posting shall include enough drivers to handle all possible runs.

### ASSIGNMENT OF SUBSTITUTE DRIVERS

10.4. Whenever substitute drivers are to be used, the seniority basis for dispatching shall be used.

## ARTICLE XI

### VACANCIES, PROMOTIONS AND TRANSFER

11.1. (a) If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he shall retain but not accumulate seniority while working in the position to which he was transferred. It is understood that no temporary demotion in supervisory positions will be made during temporary layoffs. The Dispatcher is and will remain a driving position.

11.1. (b) In the event of a vacancy or a newly created position, employees shall be given the opportunity to transfer on the basis of seniority provided the applicant can perform the available work and meet the requirements of the job. In such cases all vacancies and newly created positions shall be posted in a conspicuous place in each building in the district at least five (5) calendar days prior to filling such vacancy or position.

## ARTICLE XII

### WAGES AND ECONOMICS

12.1. Basic hourly rate of pay for the effective dates of this Agreement:

\$3.00 per hour - Regular Runs

\$3.00 per hour - Field Trips

\$2.00 per hour - Waiting Time on Trips

\$3.25 per hour - Special Education Route

### UNION SHOP AND DUES DEDUCTION

12.2. The Employer agrees to deduct from the pay of each employee all dues and/or initiation fees of the Union and pay such amount deducted to the Union for each and every employee working in the classifications hereinafter set forth, provided however, that the Union presents to the Employer authorizations signed by such employee, allowing such deductions and payments to the Union.

### ANNUAL HEALTH EXAMINATION

12.3. The Employer agrees to cover the cost of annual physical examination by physician designated by Employer required of all regular drivers of school buses and their substitutes by Michigan Statutes Annotated, Paragraph 9.2016(1).

### BUS DRIVERS' DUTIES

12.4. The duties of a bus driver shall include, but not be limited to, driving, sweeping the interior of the bus, wiping seats, cleaning rear windows, windshield and other windows in the driver's compartment, cleaning rear-view mirrors, filling gas tank and completing related records, preparing maps, safety reports and other data which may be requested from time to time.

### FIELD TRIPS

12.5. The driver assumes the responsibility for the safe care of the vehicle at all times other than when parked at the garage, including waiting time on field trips, etc.



ARTICLE XIII

DURATION, TERMINATION AND REOPENER

13.1. This Agreement shall become effective the first (1st) day of April, 1969, and continue in full force and effect until the thirtieth (30th) day of June 1971.

13.2. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination or modification. If neither party shall give notice of termination or modification, as hereinafter provided, or if each party giving a notice of termination or modification withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination or modification by either party on sixty (60) days written notice prior to the current year's termination date.

BOARD OF EDUCATION OF  
FRUITPORT COMMUNITY SCHOOLS

By \_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

TEAMSTERS LOCAL UNION #527,  
an Affiliate of the International  
Brotherhood of Teamsters, Chauffeurs,  
Warehousemen and Helpers of America

By \_\_\_\_\_  
Bargaining Committee Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member