

6-30-75

Fruitport

1973-74 and 1974-75

MASTER AGREEMENT

between

BOARD OF EDUCATION OF FRUITPORT COMMUNITY SCHOOLS

and

TEAMSTERS LOCAL UNION NUMBER 527

LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Michigan State University

Teamsters Local Union No. 527
• 1827 W. Sherman Blvd.
Muskegon, Mich. 49441

FRUITPORT COMMUNITY SCHOOLS
Fruitport, Michigan

MASTER AGREEMENT

THIS AGREEMENT entered into on this _____ 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

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

2.2 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.

UNION SHOP AND DUES DEDUCTION

2.3 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.

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.

(4) To maintain discipline of employees, including the right to make reasonable rules and regulations for the purpose of efficiency, safe practice and discipline. The Employer will inform the Union of any changes in existing rules or regulations or the establishment of new rules and regulations before such changes are made effective.

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 at that time and this contract may be re-opened.

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 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 (5) working 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) working days submitted to the Superintendent of Schools, who shall have ten (10) working days thereafter to approve or disapprove the grievance. If the grievance shall be denied by the Superintendent of Schools, the grievance may be submitted to the Board of Education by delivery of the Superintendent of Schools within three (3) working days of the date of the receipt of his decision.

6.3 If the grievance is submitted to the Board of Education within the time limits provided in Paragraph 6.2 hereof, a meeting shall be held between the Grievance Committee and the Board of Education, or its representatives, which representatives shall include a member of the Board of Education, within thirty (30) calendar days of the submission of the grievance to the Board of Education. The Board of Education shall give its answer in writing within fifteen (15) calendar days of the date of the meeting.

6.4 If the parties fail to reach an agreement as herein provided, the Union may within fifteen (15) calendar days of its receipt of the Board of Education's answer in Paragraph 6.3 invoke the mediation machinery of the Michigan Employment Relations Commission and may thereafter request fact finding.

6.5 Any grievance not moved by the Union from one step to the next within the time limits herein provided, shall be considered as settled on the basis of the last disposition and shall not be subject to further appeal. Should the employer not render a disposition within the time limits herein provided, the grievance shall be automatically appealed to the next step.

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 Substitute 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 substitute employees shall be considered as probationary employees for the first 180 days of their employment. Substitute employees 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 substitute 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) when an opening occurs on a regular run as provided for in Article X, Section 10, and a substitute driver is offered this regular run and decides not to accept it, he shall remain in his respective seniority spot, but only for the purpose of securing runs as a substitute driver or for bidding on future openings.

After refusing a regular run, a driver relinquishes all seniority rights in regard to regular runs and shall only accumulate seniority as of the date that he accepts a future regular run.

(f) if he retires

(g) if the employee, for any reason other than a leave of absence granted by the employer, is off the payroll for the period of one (1) year.

(h) if an employee works for another employer while on a leave of absence unless agreed to prior to leave of absence.

(i) if the employee fails to report to work at the expiration of an authorized leave of absence.

ARTICLE VIII

LEAVES OF ABSENCE

Maternity

8.1 Upon written application by the employee to the employer, an unpaid maternity leave of one year shall be granted to the employee.

8.2 An employee who is pregnant shall, prior to the commencement of the fifth month of pregnancy, furnish the employer with a physicians certificate stating such fact and further certifying the expected date of delivery and the date to which the employee shall be permitted to work. The employer may at any time and from time to time, after receipt of such certificate, request a physician's statement that the employee may be permitted to continue working.

8.3 The leave of absence may be extended not to exceed an additional six months upon written application by the employee to the employer, submitted at least ten (10) days prior to the termination of such leave of absence. The application shall be accompanied by a doctor's certificate stating why the extension is required. Seniority will not accumulate during the additional six (6) months period.

8.4 Unless an extension of the maternity leave of absence under 8.1 is granted, maternity leave shall terminate at the end of one year. However, employee may return to work any time after delivery if employee furnishes the employer a physician's statement certifying she may return to work.

Sick Leave

8.5 Upon written application by the employee to the employer, an unpaid sick leave not to exceed one year shall be granted to the employee. The written application shall be accompanied by a doctor's statement identifying the illness or injury and explaining why the leave of absence is necessary. In cases of illness of more than one year's duration, upon written application by the employee to the employer, at least ten (10) days prior to the termination of such leave of absence, accompanied by a doctor's statement as provided above, the employee may extend the leave of absence. Seniority will not accumulate after the first year.

Leaves of Absence

8.6 Upon written application by the employee to the employer, a leave of absence

for other than maternity or sick leave may be granted. This leave of absence shall not exceed one year's duration and shall not be extended. Seniority will accumulate during this leave of absence.

8.7 Failure of an employee to comply with the leave of absence provisions as set forth in Article 8 shall result in the termination of the employment.

ARTICLE IX

DISCHARGE OR SUSPENSION

9.1 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.

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

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

9.4 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 X

LAYOFF AND RECALL

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

10.2 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 work 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 employer of his intent to return to work within seven (7) calendar days of date of mailing. If an employee fails to report to work with ten (10) calendar days from date of mailing of notice of recall he shall be considered a quit.

ARTICLE XI

ASSIGNMENT OF RUNS

11.1 The Employer at the beginning of the school year shall make up bus runs and shall decide which buses shall be assigned to which runs. Drivers are to retain their runs of the previous year unless such runs are in any way changed. Employees would have the right to exercise their seniority on these runs. 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 interest of the school district.

(a) When a permanent opening occurs during the school year, it should be posted for five (5) working days on the bulletin board in the bus garage. The vacancy shall be filled according to the terms in Section 11 which covers run assignments. Only the original job opening and the last remaining opening due to changing of assignments by seniority will be posted. A trial period of five (5) days may be granted.

(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 11 on run assignments.

(c) When a driver is on sick leave and a regular run is posted, the driver on sick leave shall be notified immediately by registered letter, or in person, by the steward and shall be entitled to sign for the run within the required time or five (5) regular mailing days after receipt of letter. When a driver is on leave of absence other than sick leave, and a regular run is posted, the driver on leave of absence shall be entitled to sign such posting.

(d) For the purpose of 11.1 (a), a permanent vacancy is defined as any permanent job opening including new bus runs or openings on existing bus runs resulting from the death, quit, discharge, retirement or permanent transfer of any employee.

SPECIAL RUNS OR FIELD TRIPS

11.2 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.

11.3 Except in case of emergency, all field trips are to be posted forty-eight hours in advance. A minimum of twenty-four 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 2:30 P.M. prior to the day of the trip. Post fan bus trips on a tentative basis forty-eight hours in advance. Posting for spectator buses and special runs shall list chaperones if available. If no chaperones are listed, bus driver has right to refuse to take run. Upon driver's refusal, no other driver shall take run. Cancellations by drivers for field trips shall be made by 2:30 prior to the day of the trip. If no regular driver signs the posting for a field trip or special run, and no substitute is available, the Employer may assign the trip to another bus driver.

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

11.5 The Employer shall have the right to assign the driving of vehicles other than school buses, carrying equipment, to non-bargaining unit personnel.

ARTICLE XII

VACANCIES, PROMOTIONS AND TRANSFERS

12.1 (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 up to one year. It is understood that no temporary demotion in supervisory positions will be made during temporary layoffs. In the event an employee so transferred does not return to the unit within the one year period he shall lose all seniority rights. The dispatcher is and will remain a driving position.

(b) In the event of a vacancy or a newly created position within the unit, employees shall be given the opportunity to transfer on the basis of seniority, provided an 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 the bus garage at least five (5) working days prior to filling such vacancy or position.

ARTICLE XIII

WAGES AND ECONOMICS

13.1 Basic hourly rate:

\$3.60 per hour -	regular run
3.60 per hour -	field trips
2.60 per hour -	waiting time on trips
3.85 per hour -	special education route
3.60 per hour -	dispatcher (allowed 1½ hours per day)

(a) On kindergarten runs there shall be an allowance of ten (10) minutes prior to dismissal time at Edgewood and twenty (20) minutes allowance to Beach or Broadway Schools.

(b) On all scheduled runs there shall be a one hour guarantee plus fifteen (15) minutes warm-up time.

(c) The employees' rate of pay shall be one and one-half (1½) times his straight time hourly rate for:

- 1) all hours worked on holidays as defined in this agreement;
- 2) all hours worked on Sundays;
- 3) all hours worked in excess of 40 hours per week.

(d) One-half hour will be paid at the regular run rate to regular or substitute drivers for washing a bus.

(e) Drivers will be allowed 15 minutes warm-up time in the morning and 15 minutes clean-up time in the afternoon.

13.2 Sick Leave: All regular employees shall receive sick leave as follows:

One (1) day per month earned sick leave - accumulative to 50 days. This is based on a 10 month school year. Sick leave shall not exceed 10 days per year. (For purposed of clarification, a regular employee is defined as one who is on the regular seniority list)

One day shall be defined as a full time driver's regularly scheduled daily bus route, excluding temporary assignments of 15 working days or less.

13.3 Holiday Pay:

Paid holidays are designated as Memorial Day and Thanksgiving Day.

Regular drivers will be paid their current rate based upon their normal scheduled work hours.

Substitute drivers who are on temporary assignment for a period of thirty (30) days prior to the designated holidays shall be paid their current rate based upon the hours of the temporary assignment.

13.4 Insurance:

The Employer agrees to pay \$7.00 per month (based on a 10-month school year) or a total of \$70.00 per year toward hospitalization insurance, medical care coverage, life insurance or income protection coverage (MEA Super Med) for all full time regular employees.

The Employer may elect to change the carrier provided there is no reduction in the benefits schedule.

13.5 Funeral Leave:

A regular employee shall be allowed three (3) working days for death in the immediate family. "Immediate family" is defined as father, mother, wife, husband, mother-in-law, father-in-law, brother, sister, son, daughter, son-in-law, daughter-in-law and grandchildren.

13.6 Annual Health Examination:

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).

13.7 Bus Drivers' Duties:

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.

13.8 Field Trips:

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 XIV

DURATION, TERMINATION AND REOPENER

14.1 This agreement shall become effective on _____ and continue in full force and effect until the 30th day of June 1975. The Employer and Union agree to reopen this contract for negotiations on wages on July 1, 1974.

14.2 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

Harold G. Hughes
President

Eugene Randall
Superintendent

TEAMSTERS LOCAL UNION #527,
an Affiliate of the International
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By

Leslie C. Keck
Bargaining Committee Chairman

Member

Member