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June 30, 1975

JENISON PUBLIC SCHOOLS
NEGOTIATION AGREEMENT

between

JENISON PUBLIC SCHOOL DISTRICT

and

JENISON BUS ASSOCIATION

July 1, 1973 - June 30, 1975

*Jenison Public Schools
8375 20th. Ave.
Jenison, Mich. 49428*

Jenison

ARTICLE I - PREAMBLE

Section 1 -- This Agreement made and entered into this day of July 1, 1973, in Jenison, Michigan, by and between the Board of Education of the Jenison Public Schools, Ottawa County, hereinafter referred to as the "Board", and the Jenison Bus Drivers' Association, hereinafter referred to as the "Association".

Section 2 -- PURPOSE AND INTENT

- A. It is the intent and purpose of the parties hereto that this Agreement will improve and promote good relationships between the Board and the employees of the association represented by this Agreement.
- B. It is recognized by both parties that they have a mutual interest and obligation to maintain friendly cooperation which will promote the high level of education expected in our school system.
- C. This Agreement, as well as all written amendments thereto, shall be binding upon both parties and upon each and every employee represented by the Association.

ARTICLE II - RECOGNITION

The Board of Education agrees to recognize the Association as the sole and exclusive bargaining representative for all bus drivers. Collective bargaining is agreed to the extent required by Act 379 of the Public Acts of 1965, in respect to "rates of pay, wages, hours of employment or other conditions of employment" in public education.

ARTICLE III - ASSOCIATION RIGHTS

Section I -- Use of school buildings, facilities and equipment.

- A. The Association shall have the right to use the school buildings. Permission must be obtained from the building principal, and the same rules and regulations will apply to the Association as to other community groups.

- B. Upon request and approved by the administration, the Association may use school facilities and equipment at reasonable time, when such equipment is not otherwise in use. The Association will furnish all materials and supplies incidental to it's operation.

ASSOCIATION RIGHTS Con't

Section 2 -- The Board and the Association recognize the right of either party to invoke the assistance of the State Labor Mediation Board.

ARTICLE IV - RIGHTS OF THE BOARD OF EDUCATION

Section I -- The Board, on it's own behalf and on behalf of the electors of the school district, 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 laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:

- A. Manage and control it's business, it's equipment, and it's operations, and to direct the working forces and affairs of the entire school system within the boundaries of the School District of the Jenison Public Schools.

RIGHTS OF THE BOARD OF EDUCATION Con't

- B. Continue it's rights, policies, and practices of assignment and direction of it's personnel, determine the numer of personnel, and schedule all the foregoing.
- C. Direct the working forces, including the right to establish and/or eliminate positicns, to hire, evaluate, promote, suspend, discipline, and discharge employees, transfer employees, assign work or duties to employees relating to bus operation, determine the size of the work force and to lay off employees.
- D. Determine the qualifications of employees, including physical conditions.
- E. Determine the policy affecting the selection, testing, or training of employees.
- F. The Board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by the specific and express terms of this Master Agreement.

RIGHTS OF THE BOARD OF EDUCATION Con't

Section 2 -- In meeting such responsibilities, the Board acts through it's administrative staff. Such responsibilities include, without being limited to, the establishment of educational policies; the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, promotion, and termination of employees; the establishment and revision of rules and regulations governing and pertaining to work and conduct of it's employees. The Board and administrative staff shall be free to exercise all of it's managerial rights and authority.

Section 3 -- The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

Section 4 -- The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of rules, regulations, policies, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only

RIGHTS OF THE BOARD OF EDUCATION Con't

by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with school code, constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE V - SENIORITY

Section 1 -- A driver's seniority to begin the day the driver begins driving a regular run. When two or more drivers have the same starting date the seniority will be based on alphabetical sequence.

Section 2 -- Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

Section 3 -- No loss of seniority rights due to leave of absence due to illness of driver or illness of immediate family, maternity, or travel upon approval of administration (limit to one school year). Driver will retain same seniority years as he held before the leave.

SENIORITY Con't

Section 4 -- In order not to lose any seniority, a full time driver has to drive $\frac{4}{5}$ of a school year (144 days) based on a 180 school day year. If this requirement is not met, the driver does not gain seniority credit for this year. Allowance of 36 days and not 36 runs.

Section 5 -- In order to gain a half year in seniority, a part time driver has to drive $\frac{4}{5}$ of a school year based on a 180 school day year.

Section 6 -- If a full time driver becomes a substitute driver for some reason other than a leave of absence, the driver will then be considered the first sub driver and his name will be placed on the list below the bottom name of the full time drivers. If this driver desires to become full time again, this driver cannot put another full time driver out of a job. The driver has to wait until a full time position is open. Then his name will appear on the full time list on the bottom. The driver's seniority will be frozen for period of the absence.

ARTICLE VI - PROBATIONARY PERIOD

Section 1 -- New employees shall be considered probationary employees for the first sixty (60) school days employed on a regular run.

Section 2 -- If at any time prior to the conclusion of the sixty (60) day probationary period the employee's work performance is of unacceptable quality, he may, upon the recommendation to the Assistant Superintendent, be subject to immediate dismissal.

Section 3 -- Upon recommendation to the Assistant Superintendent, the employee's probationary period may be extended beyond the sixty (60) day period for an additional thirty (30) days.

Section 4 -- Any bus driver on probationary status shall not be eligible for field trips unless a regular bus driver is not available.

Section 5 -- After the completion of a new driver's probationary period, the driver will be placed on the field trip chart starting with the highest driver's amount (total wages of field trips) on the fleet.

ARTICLE VII - NON-STRIKE AGREEMENT

Section 1 -- The Association and it's individual members agree that a "Strike" is not in the interest of the children of the Jenison Public Schools; and, therefore, the Association and it's individual members agree not to strike.

Section 2 -- As used in this article, the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment. Nothing contained in this article shall be construed to limit, impair, or affect the right of any public employee to the expression or communications of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment, or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment.

Section 3 -- A strike is a violation of Public Act 379. The Jenison Board of Education may take appropriate action as deemed necessary for strike violations.

ARTICLE VIII - GRIEVANCES AND PROCEDURES

Section 1 -- DEFINITION OF A GRIEVANCE

A grievance is defined as an alleged violation of a specific article or section of this Agreement.

Section 2 -- Any bus driver may file a grievance and it shall be processed in the following manner:

- A. An informal discussion of the violation of the Agreement shall be held with the bus supervisor within five (5) school days of the alleged violation. The bus driver may request an authorized member of the Association to be in attendance.
- B. If a solution is not reached by an informal discussion with the bus supervisor, a written copy of the grievance shall be given to the bus supervisor within five (5) school days of the informal discussion.
- C. All written grievances must be signed by the aggrieved party.
- D. The bus supervisor must answer the grievance in writing within five (5) school days of the receipt of the written grievance.

GRIEVANCES AND PROCEDURES Con't

- E. If the aggrieved party is not satisfied with the disposition of the case, the grievance shall be transmitted to the superintendent within five (5) school days. Within seven (7) school days after receiving the complaint, the superintendent or representative shall indicate his disposition of the grievance in writing and forward a copy of the disposition to the Association and to the Board of Education.
- F. If the Association is not satisfied with the disposition of the grievance by the superintendent, the grievance shall be transmitted to the Board by filing a copy with the secretary of the Board within seven (7) school days. The Board, within fifteen (15) school days, will hold a hearing on the grievance. Disposition of the grievance in writing shall be made no later than seven (7) school days thereafter. A copy of such disposition shall be furnished to the Association.

Section 3 -- A bus driver engaged during the school day in any professional grievance negotiation on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary. If any negotiations are requested by the Board which will involve the

GRIEVANCES AND PROCEDURES Con't

bus driver during the school day, the bus driver will be released from regular duties without loss of pay.

ARTICLE IX - DISCIPLINE

Section 1 -- A driver may be disciplined or discharged for a violation or any infraction prescribed by the Jenison Board of Education, or for violation of federal, state or local laws.

Section 2 -- No driver shall be discharged without prior knowledge to discharge. Driver has an opportunity to respond to the discharge.

Section 3 -- Bus drivers' executive board will be notified of any driver being discharged.

ARTICLE X - PAY DEDUCTIONS

Section 1 -- Bus association dues are to be deducted from the first paycheck in September and January.

Section 2 -- The Association is to give list of drivers that need due deduction, to payroll clerk two weeks prior to first paycheck in September.

ARTICLE XI - CONDITIONS OF EMPLOYMENT

Section 1 -- Runs: Defined as beginning at the school year and ending at the close of school.

- A. All regular scheduled runs will be given on seniority basis. K runs, summer school, and special education runs will be given priority to seniority basis, but must have administrator's approval, bus supervisor's approval, and member of the executive board.
- B. A bus driver shall not be entitled to more than one of the aforementioned runs until all qualified personnel shall have been allowed a choice.

Section 2 -- Field Trips:

- A. At the August meeting, all regular bus drivers are to sign a paper stating what field trips they would like. The field trips to be divided in the following five categories: DAY TRIPS, EVENING TRIPS, SATURDAY TRIPS, SUNDAY TRIPS, and FIELD TRIPS DURING REGULAR RUNS. All drivers are to be called for the type of field trips they signed up for. If a driver refuses a trip which is in the category he signed up for, the hours will be counted against him. Bus drivers have obligations to take care of all runs.

CONDITIONS OF EMPLOYMENT Con't

- B. All field trips of five (5) hours or more, if during a regular run time, will be left up to the discretion of the bus supervisor as to whether to send a regular driver or a sub. If a driver gives up a regular run for a field trip, the pay earned on the regular run is to be deducted from field trip chart.
- C. All field trips kept even according to hours, including trips refused.
- D. All trips considered field trips except regular runs.
- E. If a regular driver turns down vacation runs and subs are not available, bottom drivers on the seniority list will be appointed to drive.
- F. Saturday, Sunday and Holiday trips are the responsibility of all drivers. Regular drivers will be called first and if the list is exhausted, subs will be contacted. Sunday or Holiday runs will not be counted for or against any driver. Saturday runs will be counted against a driver if not taken.

CONDITIONS OF EMPLOYMENT Con't

Section 3 -- Bus Driver Classification:

- A. Qualified bus drivers driving an A.M. and P.M. run are defined as a full time driver.
- B. Qualified bus drivers driving an A.M. or P.M. run are defined as part time. A bus driver must put in writing his intent to go from full time to part time. This must be approved by the administration.
- C. Qualified sub bus drivers are drivers who are on call to sub for a full or part time driver.
- D. Only employees hired as bus drivers shall drive a regular run or extra trips (outside the school district) except on an emergency basis or the following:
 - 1. When all regular drivers are unavailable.
 - 2. When students or clubs are paying their way.

Section 4 -- Bus Selection:

- A. New buses are to be given out to the highest seniority driver who has never had a new bus.
- B. All drivers may bid by seniority on any bus below the persons receiving a new bus.

CONDITIONS OF EMPLOYMENT Con't

- C. Any changes in drivers or buses may be re-scheduled according to seniority rights after December 1 and March 1.

ARTICLE XII - SELECTION OF RUNS

Section 1 -- A meeting for the selection of runs shall be held the second full week of August unless an emergency exists.

- A. A complete list of regular runs and the amount of pay for each run shall be given to or mailed to each driver three (3) days prior to meeting. (Subject to negotiations process).
- B. Runs shall be chosen by seniority.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

Section 1 -- During the negotiations leading up to this Agreement, each party had the opportunity to bargain on all proper matters. This represents the entire agreement of the parties. It is further expressly understood and agreed that during it's term neither party shall be required to engage in further collective bargaining on any matter or subject whether mentioned herein or not.

MISCELLANEOUS PROVISIONS Con't

Section 2 -- This Agreement shall supercede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with it's terms.

Section 3 -- If any provision of this Agreement shall be found contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

JENISON BUS DRIVERS' RATES

1973-74

<u>Step</u>	<u>Miles Driven</u>	<u>1st & 2nd Year</u>	<u>3-4-5th Year</u>	<u>6 Yrs. & Above</u>
1	10.1 - 15.0	\$ 7.71	\$ 7.83	\$ 7.91
2	15.1 - 20.0	8.25	8.38	8.46
3	20.1 - 25.0	8.80	8.94	9.02
4	25.1 - 30.0	9.33	9.48	9.58
5	30.1 - 35.0	9.88	10.04	10.13
6	35.1 - 40.0	10.43	10.58	10.69
7	40.1 & Above	10.96	11.14	11.25

Miles Driven:

-Bus parked at school - mileage figured from parking lot to parking lot.

-Bus parked at home - mileage would be based upon the distance from the first stop to the last stop in both the morning and evening run.

The above scale with a 4.5% increase is to apply for the 1974-75 school year.

1973-75 Rates

Field Trips - \$3.00 per hour.

K Runs: \$3.50 minimum

\$4.50 per run over 45 min./1 Hr.

4.00 per run - 35 to 45 min. 5.00 per run 1 Hr. to 1½ Hr.

BUS DRIVERS' RATES Con't

Time will be determined from school to the last stop of students for take home. For school pick up, the time will be determined from the first stop of students to school. Time credit of 15 minutes will be given for any layover.

Physicals: The Board is to pay rate of school designated physican for each year of contract. Rate for 1973-74 school year is \$7. Any member of the Bus Drivers' Association may apply this rate to physican of his or her choice.

A \$2.50 per month allowance for cleaning the bus during nine (9) month school year. First semester, five (5) months and second semester, 4 months. Drivers obligated to wash bus twice during each semester.

If school is closed for inclement weather, driver is to be paid the rate of his morning regular run.

ARTICLE XIV

This Agreement shall be effective as of July 1, 1973, and shall continue in effect until the 30th day of June, 1975. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the dates indicated.

BUS ASSOCIATION

By Richard Hynes

By Mary East

By Margaret Van Eck

By Alice Peisman

BOARD OF EDUCATION

By Martin S. Zidema

By Robert J. Kallee