

6/30/90

BUS DRIVER
AGREEMENT

BETWEEN

BOARD OF EDUCATION
OF
SAULT STE. MARIE AREA PUBLIC SCHOOLS

AND

BARGAINING UNIT
OF
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS
OF
AMERICA

Michigan State University
LABOR AND INDUSTRY
RELATIONS LIBRARY

July 1, 1986 to June 30, 1990

Sault Ste. Marie Area Public Schools

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BUS RULES

SAULT STE. MARIE AREA PUBLIC SCHOOLS
SAULT STE. MARIE, MICHIGAN

BUS DRIVER AGREEMENT

July 1, 1986 to June 30, 1990

THIS AGREEMENT, made and entered into this first day of July, 1983, by and between SAULT STE. MARIE AREA PUBLIC SCHOOLS, party of the first part and hereinafter termed the "EMPLOYER" and Local Union Number 328, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, located at Escanaba, Michigan, party of the second part, hereinafter called the "Union".

WITNESSETH

WHEREAS, both parties are desirous of preventing labor disputes and maintaining a uniform wage scale, working conditions, and hours of the employees of the Employer, and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties.

ARTICLE I

RECOGNITION, UNION SHOP AND DUES

SECTION 1. Recognition. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer with respect to rates of pay, wages, hours of employment, and other conditions of employment for the employees of the Employer as defined in this paragraph. The term "Employees" as used in this agreement, shall mean all regular bus drivers driving vehicles for the transportation of children from their home to schools during the regular school session with the exception of the Special Education Bus Drivers, the Activity Bus Drivers, and the School Lunch and Sugar Island Bus Drivers.

SECTION 2. Membership. (a) All present regular employees who are members of the Local Union on the effective date of this subsection shall remain members in good standing of Local Union.

(b) When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the employer shall not be required to hire those referred by the Union.

(c) The Employer recognizes and will not directly or indirectly interfere with the rights of the employees to be members of the Union and will not discriminate against employees on account of Union membership and activity. Neither the Union nor any of its members will intimidate or coerce any employee or interfere with his right to work because of his refusal to participate in Union membership or activity. However, the Employer and Union agree to an agency shop provision whereby all employees presently in the bargaining unit and all new employees upon completion of probation will be required as a condition of employment to remit to the Union monthly the amount of the regular monthly dues and initiation fee.

SECTION 3. Dues. (a) The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment) or uniform assessments owing and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount from the first pay check of each month following receipt of statement of certification of the member and remit to the Union in one lump sum.

(b) The Employer shall add to the list submitted by the Union the names of all new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

(c) Where an employee who is on check-off is not on the payroll during the week which deduction is to be made or who has no earnings, or insufficient earnings during that week or is on a leave of absence, the employee must make arrangements with the Union to pay such dues in advance.

(d) The Employer will recognize authorization for deduction from wages and transmit to the Union or such other organization as the Union may request if mutually agreed to.

SECTION 4. Union Rights. The Employer agrees to respect the jurisdictional rules of the Local Union and shall not direct nor permit their employees or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units.

SECTION 5. Temporary Workers. However, it is expressly understood and agreed that in case of an emergency or whenever for a temporary period of time there are insufficient number of qualified drivers readily available to properly handle all driving assignments, the Employer may cover such assignments with non-bargaining unit employees, substitute drivers, supervisors or any other means available.

ARTICLE II

EXTRA-CONTRACT AGREEMENTS

SECTION 1. 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 any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms of 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. Any such Agreement shall be null and void.

SECTION 2. Interim Negotiations. For new types of equipment or job for which rates of pay are not established by this Agreement, rates governing such operations shall be subject to negotiations between the parties; rates agreed upon or awarded shall be effective as of date work commenced on such new job, or equipment is put into use.

ARTICLE III

WAGES

SECTION 1. Wages. Attached hereto and marked Schedule "A" and "B" are two schedules showing the classification and wage rates of the employees covered by this Agreement. Said Schedules "A" and "B" further set forth the hours of work, regular working conditions, and other details of employment. It is mutually agreed that said Schedules "A" through "D" and the contents thereof shall constitute a part of this Agreement.

ARTICLE IV

SENIORITY

SECTION 1. Seniority. Seniority shall be defined to mean the amount of time an individual is continuously employed during the regular school year as a bus driver within the school district. Probationary employees retained in excess of sixty (60) days shall have seniority from date of hire.

Casual drivers and regular drivers on summer employment shall not accrue additional seniority.

A listing of employees arranged in the order of their seniority shall be posted in a conspicuous place on the job. Any disagreement shall be submitted to the grievance procedure.

SECTION 2. PROBATION. All new employees shall be required to serve a sixty (60) day probationary period.

SECTION 3. Reduction in Force. In a case of reduction in the force, the last employee hired shall be the first laid off; and in returning to work, the last employee laid off shall be the first rehired; and in no case shall any new help be hired until all employees are reinstated. Schedule of work shall be in accordance with seniority. All occurring vacancies for positions covered by this Agreement shall be posted; and in filling vacancies or making promotions, preference shall be given to employees according to their seniority standing. However, the Administration shall have the right to transfer an employee, if such transfer is deemed in the best interest of the School District. Such action

shall only be taken after consultation with Union representative, and if and when a position is available.

SECTION 4. Loss of Seniority. Seniority shall be broken only by discharge, voluntary quit, or lay off for more than two years. In the event of a layoff, an employee so laid off shall be given two weeks notice of recall mailed to his last known address. In the event the employee fails to make himself available for work at the end of said two weeks, he shall lose all seniority rights under this Agreement.

SECTION 5. Part-time Workers. Casual and part-time employees shall be given first opportunity to qualify as regular employees and be placed on the bottom of the seniority roster and shall accumulate seniority from date of regular employment.

SECTION 6. Kindergarten Runs. It is agreed that kindergarten runs will be attached as fairly as possible to an elementary run from the schools where the kindergarten runs originate. This applies to changes as well as newly created runs.

SECTION 7. Awarding of Positions. In awarding bus driver positions, the Board of Education will adhere to the negotiated agreement. Newly created positions, or positions where the permanent holder has left, will be advertised for bids and will be awarded on the basis of seniority.

- 1) The base hours for the purpose of determining future displacement rights will be those hours received in 1984 after the sixth (6th) hour schedule modification.
- 2) In order to qualify to displace, a driver must suffer more than one-half hour ($\frac{1}{2}$) reduction in daily hours, below the threshold described in (1) above.
- 3) Displacement will be allowed in one time slot each school year. This will occur, assuming the above qualifications have been met, between October 1 through October 15. The only exception to this will be if

the school can foresee run revisions, and if so, the fifteen (15) day bidding will be delayed until after the run revisions.

- 4) Once bid for the year, more than one-half ($\frac{1}{2}$) hour bidding provision will not be applicable until the next school year.
- 5) Only the driver effected by more than one-half ($\frac{1}{2}$) hour reduction may initiate the bidding procedure.

ARTICLE V

DISCHARGE OR SUSPENSION

SECTION 1. Discharge or Suspension. The Employer shall not discharge nor 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 union and 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 dishonesty or drunkenness while on duty. The warning notice as herein provided, shall not remain in effect for a period of more than six (6) months from date of said warning notice. Discharge must be by proper written notice to the employee and Union affected. Any employee may request an investigation as to his discharge or suspension. Should such an investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work. Appeal from discharge must be taken within five (5) days by written notice and decision reached within thirty (30) days from the date of discharge or suspension.

ARTICLE VI

GRIEVANCE PROCEDURE

SECTION 1. Grievances. It is mutually agreed that, except where in this agreement otherwise stated to the contrary, all grievances, disputes or complaints between the Employer and the Union, or any employee or employees, arising under and during the terms of this Agreement shall be settled in

accordance with the procedure herein provided, and there shall be at no time any lockouts, tie-ups of equipment, slowdowns, walk-outs, or any other cessation of work except as permitted hereunder or by applicable law. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

SECTION 2. Grievance Procedure. Should any grievance(s) arise, the same shall be brought to Step 1 of the Grievance Procedure by the affected employee(s) within five (5) days of occurrence.

Step 1. By conference between the aggrieved employee, the steward or both, and his immediate supervisor.

Step 2. By conference between the employee(s), steward, said supervisor, and the superintendent (or the latter's designee).

Steps 1 and 2 shall be completed within three (3) days. If not settled through Step 2, the employee shall reduce such grievance to writing delivered to the Superintendent (or the latter's designee). Not later than ten (10) days after delivery of such grievance, Step 3 shall be given effect.

Step 3. In the event the grievance is not settled in Step 2, it may be appealed to the Board of Education if notice of such appeal is given no later than ten (10) working days after the receipt of the answer in Step 2.

Step 4. In the event that either party decides that further meetings in Step 3 above will not lead to a settlement of the grievance, either party may submit the grievance to arbitration as hereinafter outlined.

When a grievance is filed in Step 1, a meeting shall be arranged as soon as possible, but not later than three (3) working days after the grievance is filed.

When a grievance is appealed to Step 2, a meeting will be held not later than ten (10) working days after the date of appeal notice.

When a grievance is appealed to Step 3, a meeting shall be set as soon as possible, but not later than the next scheduled meeting of the Board of Education.

In the event that either party decides that further meetings in Step 3 are fruitless, it may submit the grievance to arbitration as follows:

Either party desiring to arbitrate a matter will notify the other party in writing setting forth the matter or matters to be arbitrated. Not later than five (5) working days after receipt of such a notice, the parties will meet for the purpose of choosing an arbitrator. In the event the parties are unable to agree on the choice of an arbitrator, the Michigan Employment Relations Commission will be asked to choose one, and hearings will commence as soon as they can be arranged.

The decision of the arbitrator will be final and binding on the parties. Only matters that are considered a direct violation of the negotiated agreement should be subject to arbitration. The arbitrator will have no power to add to, detract from, or modify this agreement and the subject of a general wage increase shall not be subject to arbitration. The expense of the arbitrator will be borne equally by the parties hereto.

Employees attending mutually arranged grievance meetings will not lose any regular pay nor be paid extra for non-work time spent.

ARTICLE VII

Job Stewards

SECTION 1. Stewards. The Employer recognizes the right of the Union to designate job stewards and alternates.

SECTION 2. Authority of Stewards. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement
2. The collection of dues when authorized by appropriate Local Union action
3. The transmission of such messages and information which shall originate with and are authorized by the Local Union, or its officers, provided such messages and information
 - (a) have been reduce to writing, or
 - (b) if not reduced to writing, are of a routine nature and do not involve any work stoppage, slowdowns, and refusal to handle goods, or any interference with the Employer's business.

Job stewards and alternates have no authority to take strike action or any action interrupting Employer's business except as authorized by official action by the Union. The Employer recognizes these limitation upon the authority of job stewards and their alternates and shall not hold the Union liable for any unauthorized acts.

SECTION 3. Rights of Stewards. The Employer agrees to permit Union stewards to post and maintain Union notices within the business establishment or premises when expressly authorized to do so by the Union.

Stewards shall be permitted reasonable time to investigate, present and process grievances on the Company property without loss of time or pay during his regular working hours and where mutually agreed to by the Union and Employers, off the property or other than during his regular schedule without loss of time or pay. Such time in handling grievances during the regular working hours of the

steward shall be working hours in computing daily and/or weekly overtime if within the regular schedule of the steward.

ARTICLE VIII

LEAVES

SECTION 1. Leave of Absence. Any employee desiring a leave of absence without pay shall have the right to make application to the Director of Personnel. Granting of such leave shall be at the sole discretion of the school district.

If the leave is granted, seniority shall be retained and accumulated during the period of the leave.

During any leave without pay of more than fifteen (15) consecutive calendar days, a member will not accrue sick leave nor be eligible for any fringe benefits paid by the Board of Education including, but not limited to, hospitalization.

Leaves for more than fifteen (15) calendar days may be granted not more than once per year.

Leaves of absence for less than fifteen (15) days shall not be subject to the above two (2) clauses.

Leaves of absence requested for thirty (30) calendar days or longer must have permission from both the local union and the employer. Such leave request may be granted once plus one (1) extension during the life of the contract.

No employee shall be given a leave of absence in order to engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

SECTION 2. Sick Leave. Sick leave with pay shall be granted at the rate of fifteen (15) days per year, with an accumulation of 150 days. Members may use sick leave for illness in the family. Family is defined to cover husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law and grandparents of member or spouse.

SECTION 3. Unused Sick Leave. Those employees who have accumulated unused sick days in excess of one hundred (100) days will receive upon retirement, a one-time payment for the number of unused sick days accumulated during their last five years of employment according to the following procedure:

\$30.00 per day for those employed at least five hours or more per day.

\$25.00 per day for those employed for four hours per day.

\$20.00 per day for those employed for three hours per day.

\$15.00 per day for those employed for two hours per day.

\$10.00 per day for those employed for one hour per day.

SECTION 4. Business Leave. Two days business leave to be taken from earned sick leave accumulation are available upon written request to the Director of Personnel. Such leave will only be granted for the purpose of conducting personal business which could not be, because of its nature, done at a time other than work hours.

SECTION 5. Bereavement Leave. Bereavement leave with pay shall be granted for the purpose of attending funerals of members of the immediate household or close relatives. Close relative is interpreted to mean spouse, parent, parent of spouse, brother or sister, brother-in-law, sister-in-law, child or his spouse, grandchild, grandparent of employee or spouse, and aunt or uncle of employee or his spouse. Such leave shall be limited to five (5) days a year, non-accumulative. Payment shall be computed according to the formula indicated in Section 6 of this Article.

SECTION 6. Loss of Work. Loss of work during the 180 work days as specified by the school calendar of the Sault Ste. Marie Area Public Schools for the years this Agreement is in effect and resulting from either an Act of God or from temporary change in school attendance shall be paid according to the formula below.

SECTION 7. Formula. The wages for the three situations mentioned in Sections 2, 3, and 4 above shall be based on the minimum average actual driving

time, first echelon time not to exceed one-half hour and warm-up time when applicable per day in the week immediately preceding the occurrence for which the wages are computed. If, because of holidays, forced school closing, or individual temporary route changes, the week immediately preceding the occurrence is not a normal week, the first normal week preceding the occurrence shall be used as a base. Field trips, special assignments, and second echelon time shall be excluded from such wage calculation and no claim shall be made for these times except under those conditions where the time has actually been earned in those cases where part of the driving has occurred. In case of a reduced run in the three situations outlined above, the driver's wages shall be computed according to the formula. All claims must be submitted every Friday of the week for which claim is made or the Friday immediately after the employee making the claim is back to work.

ARTICLE IX

INSURANCE

SECTION 1. Insurance. The Board of Education reserves the right to select the insurance carrier provided the coverage is equal.

SECTION 2. Health Insurance. The Board of Education will pay the cost of Blue Cross-Blue Shield health insurance coverage, basic benefits with MCF1 medical-surgical care and riders D45NM-ML-1MB/OB-DCCR-DC coverage for the employee and his family, 12 months.

SECTION 3. Prescription Drug Plan. The Board of Education will provide a prescription drug \$.50 co-pay plan.

SECTION 4. Dental Benefit. The Board of Education will provide full family dental benefits.

SECTION 5. Term Life Insurance. The Board of Education will pay the cost of term life insurance with double indemnity in the amount of \$10,000 for

the life of the contract. Those members who do not choose any medical coverage or have no option, are eligible for \$25,000.00 term life insurance coverage.

SECTION 6. Vision. The Board of Education will provide single subscriber vision coverage.

ARTICLE X

LIMITATIONS OF AUTHORITY AND LIABILITY

SECTION 1. Work Stoppage. No employee or Union member shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever. (The Union shall not be liable for any such activities).

ARTICLE XI

MAINTENANCE OF STANDARDS

SECTION 1. Maintenance of Standards. The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions, shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

This provision shall not give the Employer the right to impose or continue wages, hours, and working conditions less than those contained in this contract.

SECTION 2. Assignment of Equipment. The Board of Education, acting through its designated agents, has the right to assign and/or dispose all transportation equipment in the manner it sees fit.

ARTICLE XII

PAID FOR TIME

SECTION 1. Compensation. All employees covered by this Agreement shall be paid for all times spent in the service of the Employer in the capacity of driving school buses for the purpose of transporting children from their homes to school and return. Ratios of pay provided for by this Agreement shall be

minimums. Times shall be computed from the time that the employee starts work until he is effectively released from duty. Compensation for non-driving activities other than bus driver's school will be reimbursed in accordance with the schedule of reimbursement as authorized by the Department of Education of the State of Michigan. Compensation for bus driving school will be reimbursed at the regular driver salary plus mileage and meals if necessary.

SECTION 2. Electricity Reimbursement. The Board of Education will pay each driver who keeps his bus at his residence during the winter months of November, December, January, February, and March, the sum of \$5.00 per month for electricity. This amount will be paid at the end of the school year upon receipt of a statement from the bus driver.

SECTION 3. Chauffeur's License Reimbursement. The Board of Education will pay the cost of the chauffeur's license required by the Board and the State of Michigan for bus drivers. This payment will be made upon receipt of a statement from the bus driver.

ARTICLE XIII

PAY PERIOD

SECTION 1. Pay Schedule. All regular employees covered by this Agreement shall be paid every other Friday during the effective period of their employment and in accordance with their earnings as shown by time sheets and approved by the Director of Transportation as submitted on the Friday prior to a pay day. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose upon request of the individual employee or the Union representative.

ARTICLE XIV

MILITARY SERVICE

SECTION 1. 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 of pay 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. If inducted into military service, employees shall receive two weeks pay.

ARTICLE XV

SEPARABILITY AND SAVINGS CLAUSE

SECTION 1. Separability and Savings. If any Article or Section of this Contract, or of any Rider thereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

SECTION 2. Invalidation. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement either party shall be permitted all legal recourse in support of its demands, notwithstanding any provision in this contract to the contrary.

ARTICLE XVI

INSPECTION PRIVILEGES

SECTION 1. Inspection of Records and Equipment. The representative of the Union shall be permitted to enter the Employer's premises and transportation vehicles which pertain to pupil transportation during established working hours for the purposes of adjusting disputes, investigating working conditions, collecting dues, and inspecting time cards, log books and payroll records of the employee for the purpose of determining that the terms of the agreement are complied with. The Employer shall furnish records to the Union pertaining to employees covered by this agreement upon request.

SECTION 2. Bulletin Space. The Board of Education will also provide a suitable bulletin board conspicuously displayed for the posting of information of interest to Union members. The representative of the Union shall recommend the placement of this bulletin board and, with the approval of the Director of Transportation, it will be placed at the recommended location.

ARTICLE XVII

SAFETY

SECTION 1. Safety. Under no circumstances will the employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute, or court order, or governmental regulation relating to safety of person or equipment.

SECTION 2. Safety Committee. A safety committee consisting of three bus drivers appointed by the Union together with representatives of the Employer shall be established. This committee shall meet once per month after regular working hours for the purpose of reviewing safety hazards and accidents and making safety recommendations to the Employer.

ARTICLE XVIII

WORKER COMPENSATION

SECTION 1. Worker Compensation. The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury and sickness claims, when such claims are due and owing. The Employer shall provide Worker Compensation protection for all employees, even though not required by State Law.

Any employee who is absent because of injury or disease compensable in the service of the Employer under the Michigan Worker Compensation Act shall receive from the Board of Education the difference between the allowance under the Act and his regular salary for a period of time that funds from his accumulated sick leave will provide.

ARTICLE XIX

TERMINATION OF AGREEMENT

SECTION 1. Tenure. This Agreement shall be in full force and effect from July 1, 1986, to and including June 30, 1990, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least one hundred twenty (120) days prior to date of expiration.

SECTION 2. Continuation of Agreement. It is further provided that where no such cancellation or termination notice is served, and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least one hundred twenty (120) days prior to June 30th, of any subsequent contract year, advising that such party desire to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful recourse to support their request for revisions if the parties fail to agree thereon.

SECTION 3. Reopening. It is understood and agreed between the parties that the provisions contained in Appendix "A" attached hereto, may be reopened for negotiations between the parties by June 30, 1990, provided that the party desiring to reopen serves notice in writing upon the other party at least one hundred twenty (120) days prior to June 30, 1990. If no such notice is given, the said Appendix "A" shall continue on from year to year. In the event the parties cannot agree on the requested revisions in Appendix "A", the Union shall have the right to any lawful recourse in support of its demands, notwithstanding any provision of this Contract to the contrary.

SECTION 4. Coverage. No individual letter of agreement signed by a driver will ever supersede the negotiated contract covering all members of the bargaining unit.

IN WITNESS WHEREOF the parties hereinto have set their hands and seals to this Agreement.

SAULT STE. MARIE AREA PUBLIC SCHOOLS

TEAMSTERS AND CHAUFFEURS LOCAL UNION #328

BY John F. Ingold
Superintendent

BY Howard [Signature]
Business Agent

BY [Signature]
Director of Personnel

DATE Oct. 3, 1986

DATE 10-3-86

me 9/86

PERS2/buag

APPENDIX "A"
SALARY SCHEDULES

HOURLY RATE:

<u>Years of Service</u>	<u>1985-86 Base</u>	<u>1986-87 +.11 COLA +.34</u>	<u>1987-88</u>	<u>1988-89</u>	<u>1989-1990</u>
0	8.940	9.390	Roll in COLA + .37 cents- Any increase in Vision coverage premium will be deducted from the hourly wage.	Roll in COLA + .37 cents- Any increase in Vision coverage premium will be deducted from the hourly wage.	Roll in COLA + .37 cents- Any increase in Vision coverage premium will be deducted from the hourly wage.
$\frac{1}{2}$	9.050	9.500	Roll in COLA + .37 cents- Any increase in Vision coverage premium will be deducted from the hourly wage.	Roll in COLA + .37 cents- Any increase in Vision coverage premium will be deducted from the hourly wage.	Roll in COLA + .37 cents- Any increase in Vision coverage premium will be deducted from the hourly wage.
1	9.130	9.580	Roll in COLA + .37 cents- Any increase in Vision coverage premium will be deducted from the hourly wage.	Roll in COLA + .37 cents- Any increase in Vision coverage premium will be deducted from the hourly wage.	Roll in COLA + .37 cents- Any increase in Vision coverage premium will be deducted from the hourly wage.
2	9.220	9.670	Roll in COLA + .37 cents- Any increase in Vision coverage premium will be deducted from the hourly wage.	Roll in COLA + .37 cents- Any increase in Vision coverage premium will be deducted from the hourly wage.	Roll in COLA + .37 cents- Any increase in Vision coverage premium will be deducted from the hourly wage.

OVERTIME RATE:

Overtime will be paid at the hourly rate x 1.5.

Total driving time daily plus first echelon maintenance (gas, oil, cleaning bus) will be reported on time sheets to the Director of Transportation every Friday during regular operational periods. Second echelon maintenance (greasing, oil change, minor repairs) driving to and from a private garage, approved by the Director of Transportation will also be reported on time sheets. During the winter months of November, December, January, February, and March, fifteen (15) minutes warm-up time will be allowable daily. This will be reported on the time sheets also. Noon hour runs will receive special rate (1.4 regular scale). In any noon hour run a minimum of two hours will be allowed. Vacation pay will be paid as earned by increasing gross pay by 9% for all time covered thus far in this paragraph. The two hour minimum will also apply to those drivers having only one run in the am and pm.

Computation of Salary:

Total daily driving time
plus first echelon time
plus second echelon time
plus warm-up time during November, December, January, February, and March
plus 9% vacation pay
times hourly rate
equals wage

The Board of Education will pay the employees contribution to the Michigan Public School Retirement Fund, which equals five (5%) per cent of wages earned.

RETIREMENT BENEFITS:

Upon completion of fifteen (15) years consecutive service with the employer, an employee eligible for Michigan Public School Retirement Benefits will be entitled to one (1) month's pay at his/her established rate, upon actual retirement under the retirement plan.

APPENDIX "B"
FIELD TRIP DRIVING

FIELD TRIPS:

Years of Service	1985-86 Base	1986-87	1987-88		1988-89		1989-1990	
		+ .11 COLA + .34	Roll in COLA + .37 cents-		Roll in COLA + .37 cents-		Roll in COLA + .37 cents-	
0	9.240	9.690	Roll in COLA + .37 cents-		Roll in COLA + .37 cents-		Roll in COLA + .37 cents-	
½	9.350	9.800	Roll in COLA + .37 cents-		Roll in COLA + .37 cents-		Roll in COLA + .37 cents-	
1	9.430	9.880	Roll in COLA + .37 cents-		Roll in COLA + .37 cents-		Roll in COLA + .37 cents-	
2	9.520	9.970	Roll in COLA + .37 cents-		Roll in COLA + .37 cents-		Roll in COLA + .37 cents-	

ATHLETIC FIELD TRIPS:

Years of Service	1985-86 Base	1986-87	1987-88		1988-89		1989-1990	
		+ .11 COLA + .34	Roll in COLA + .37 cents-		Roll in COLA + .37 cents-		Roll in COLA + .37 cents-	
0	7.240	7.690	Roll in COLA + .37 cents-		Roll in COLA + .37 cents-		Roll in COLA + .37 cents-	
½	7.350	7.800	Roll in COLA + .37 cents-		Roll in COLA + .37 cents-		Roll in COLA + .37 cents-	
1	7.430	7.880	Roll in COLA + .37 cents-		Roll in COLA + .37 cents-		Roll in COLA + .37 cents-	
2	7.520	7.970	Roll in COLA + .37 cents-		Roll in COLA + .37 cents-		Roll in COLA + .37 cents-	

Waiting Time 5,000

1. All pay for drivers for field trips will be at 1.5 times the above base rates.
2. For all field trips confined to a single day, rate will be applied to actual driving time from departure until returning to base. Time shall be computed from the time that the employee is ordered to report for work and registers in, and until the time he is effectively released from duty.
3. On trips that extend overnight, the rates for the second day will be one and one-half ($1\frac{1}{2}$) times the above stated rates for actual driving time if the return trip starts before 12:00 o'clock noon and actual driving time or eight (8) hours minimum whichever is the greater if return trip starts after 12:00 o'clock noon on the second day.
4. In the event that a field trip extends beyond the days indicated above, the driver will be paid a minimum of eight (8) hours at 1.5 of the above schedule for days other than the first and last days of the trip. The first and last days will be computed as indicated in 2. and 3. above.
5. The Employer will be responsible for all subsistence including board and room for drivers on field trips.
6. Director of Transportation shall determine bus to be used for each field trip.
7. Selection of regular driver for field trips will be in rotation order.
 - A. Rotation order will be determined by seniority
 - B. Each driver will be given a turn in rotation.

APPENDIX "C"

COST OF LIVING ALLOWANCE

All employees covered by this Agreement shall be covered by the provision for a Cost of Living Allowance as set forth in this section. The amount of this Cost of Living Allowance (COLA) shall be determined and redetermined as provided below, on the basis of the Consumer Price Index (CPI) the schedule for Urban Wage Earners and Clerical Workers, All Items 1967 = 100, as published by the Bureau of Labor Statistics (BLS) US Department of Labor.

Cost of Living Allowances will be calculated quarterly and accumulated for each adjustment date. The total accumulated amount will be paid annually.

On July 1st of each year of this agreement, the accumulated COLA will be rolled into the base rate.

Defined below is the method of calculating the Cost of Living Allowances:

<u>COLA Period #1</u>	<u>COLA Period #2</u>	<u>COLA Period #3</u>	<u>COLA Period #4</u>
July	October	January	April
August	November	February	May
September	December	March	June

To calculate the allowance for each of the four (4) periods, subtract as follows:

Period #1 - September CPI minus June CPI

Period #2 - December CPI minus September CPI plus the previous accumulated total

Period #3 - March CPI minus December CPI plus the previous accumulated total

Period #4 - June CPI minus July CPI plus the previous accumulated total

The result of the calculation will be divided by .4 and this will be the allowance for each corresponding period. This result will be applied to all hours worked in that period. The sum of all allowances will be paid in each year. (After August 1, 1987, after August 1, 1988, after August 1, 1989 and after August 1, 1990.)

The total hourly allowances from each period will be added to the base rate effective July 1 of each year.

The intent of this clause is to change previous Cost of Living Allowance procedures in only two respects:

- a. Revise the factor from .5 = 1 cent to .4 = 1 cent
- b. Roll in COLA annually

Neither the Union nor the Employer will attempt to gain any other contractual advantage from this COLA revision.

Should the Consumer Price index format be revised, either party to this Agreement may demand immediate negotiations with the specific, limited intent to arrive at a method of modification of the COLA formula so that the COLA result will approximate the intent of this Agreement. To accomplish this purpose the BLS will be requested to provide conversion data.

The COLA will be applied only to hours actually worked, until rolled in to the base rate, at which time it will be applied to all hours, including overtime.

If the CPI figure becomes negative from one quarter to the next, the COLA payment will remain at the level of the previous payment. Payment will be made annually.

APPENDIX "D"

COST OF LIVING SCHEDULE

323.4 = 0 cents
323.8 = 1
324.2 = 2
324.6 = 3
325.0 = 4
325.4 = 5
325.8 = 6
326.2 = 7
326.6 = 8
327.0 = 9
327.4 = 10

327.8 = 11 cents
328.2 = 12
328.6 = 13
329.0 = 14
329.4 = 15
329.8 = 16
330.2 = 17
330.6 = 18
331.0 = 19
331.4 = 20

331.8 = 21 cents
332.2 = 22
332.6 = 23
333.0 = 24
333.4 = 25
333.8 = 26
334.2 = 27
334.6 = 28
335.0 = 29
335.4 = 30

APPENDIX "E"

SCHOOL CALENDAR

	<u>1986-87</u>
Teachers Report	Aug. 28
Teachers Work Day -half-day-floating.	Aug. 25-29
Labor Day	Sept. 1
Students Report	Sept. 2
In-Service Day.	Oct. 1
Thanksgiving Break (Noon Dismissal)	Nov.26, 27, 28
Last Day of Classes Before Christmas (full day)	Dec. 23
School Resumes.	Jan. 5
Last Day of Semester for Students	Jan. 22
Teachers Work Day	Jan. 23
Last Day of Classes Before Spring Break (half day)	Apr. 3
Easter.	Apr. 19
School Resumes.	Apr. 20
Memorial Day.	May 25
Last Day of Semester for Students	June 11
Baccalaureate	June 11
Teachers Work Day	June 12
Commencement.	June 14

SAULT STE. MARIE AREA PUBLIC SCHOOLS
STUDENT BUS DRIVER RULES

1. Pupils are expected to conform with the suggestions of bus drivers and help to assure safety at all times.
2. Be on time at designated bus stops. The bus cannot wait.
3. Expect to walk at least one-half to one mile to bus stops, if necessary.
4. Stay off roadway at all times while waiting for bus.
5. Cross in front of bus when crossing on highway, not in back on bus, and at least 10 feet in front of bus.
6. Wait until bus comes to complete stop before attempting to enter or leave the bus. Stay seated until bus has stopped.
7. Do not leave the bus without the driver's permission, except at home and at school.
8. Occupy any seat assigned to you by the driver. When seated, keep feet out of aisles.
9. If bus is crowded, seat three in a seat starting from the back of bus and working up.
10. If you bring skates, musical instruments, etc., take them to your seat and keep them out of the aisle.
11. Sit erect with feet on floor.
12. Keep hands and head inside bus at all times.
13. Avoid unnecessary and disturbing noises; do not shout at passing persons or vehicles.
14. Use no profane or vulgar language.
15. Help keep bus clean, sanitary and orderly.
16. Be considerate of other children.
17. Inform driver of absence from school.
18. No eating on bus.
19. Pupils may be suspended by principal from riding the bus when such action is advisable.
20. The driver shall inform the principal of any misconduct. The principal in turn will take the necessary action.
21. No child will be permitted to leave the bus at any stop other than his own, without written permission from his parents. You must send written permission with the child to change stops; if not, the child will be left at his regular stop.
22. Other reasons _____.

Dear Parents:

The following rules have been designed to assure your children safe and comfortable bus transportation. We expect the children to abide by these rules at all times. In order to keep bus discipline problems at a minimum we ask your cooperation in their enforcement.

Please note:

1. Each child will ask you to sign these rules to indicate that you have been informed of procedure.
2. The bus drivers are requested to report misbehavior to the child's principal. The principal will send a copy of the rules home and mark those that have been violated. The child must present this copy with the parent's signature to the driver in order to ride the bus the next morning. The signed copy is then given to the principal for filing.
3. Should the problem persist the child will have to be temporarily suspended until you have had a conference with the principal.
4. Further misbehavior may result in the loss of transportation privileges.

Director of Transportation

