

6/30/75

MASTER AGREEMENT

between

LOCAL UNION NO. 580

of the

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN

AND HELPERS OF AMERICA

and

BOARD OF EDUCATION

of the

HOLT PUBLIC SCHOOLS

1973-74

and

1974-75

Sheet

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THIS AGREEMENT, made and entered into this 12th day of March, 1974, by and between the Board of Education, Holt Public Schools, party of the first part, and hereinafter termed the Board, and Local Union No. 580 of the Teamsters, Chauffeurs, Warehousemen and Helpers of America, party of the second part, and hereinafter termed the Union:

WHEREAS: The Board is required by law to negotiate with the Union on wages, hours and terms and conditions of employment of school bus drivers, and the parties, through negotiations in good faith have reached an agreement on all such matters and desire to execute this Agreement.

WITNESSETH:

ARTICLE I

RECOGNITION

Section 1. The Board recognizes the Union as the sole and exclusive bargaining representative as defined in Section II of Act 379 of the Public Acts of 1965 for all school bus drivers, excluding therefrom the Transportation Supervisor, probationary drivers and casual substitute drivers (defined as those who have substituted less than thirty consecutive working days in the same driver assignment), to the extent required by Act 379 of the Public Acts of 1965 and for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

Section A. AGENCY SHOP. When the Board needs additional bus drivers it shall give the Local Union opportunity with all other sources to provide suitable applicants, but the Board shall not be required to employ those referred by the Local Union.

Section B. Membership in the Union is not compulsory. Bus drivers have the right to join, or not join, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

(1) Accordingly, each bus driver in the bargaining unit shall pay his own way and assume his share of the obligation along with the grant of equal benefits contained in this Agreement.

(2) The Union is required under this Agreement to represent all of the bus drivers in the bargaining unit fairly and equally without regard to whether or not a bus driver is a member of the Union. The terms of this Agreement have been made for all bus drivers in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Board after certification by the Michigan Labor Mediation Board that the Union is the choice of the bus drivers in the bargaining unit.

Section C. In accordance with the policy set forth under sub-paragraph (B) of this section, all bus drivers shall as a condition of continued employment, pay to the Union, the drivers exclusive collective bargaining representative, an amount of money equal to that paid by other bus drivers in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present bus drivers, such payments shall commence thirty-one days following the date of execution of this agreement, and for new bus drivers, the payment shall start thirty-one days following the date of employment.

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

(3) A new employee shall work under the provisions of this Agreement but shall be employed only on a 30 working day trial basis, during which period he may be discharged without further recourse: provided however, that the Board may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. However a 30 working day extension shall be granted upon request by the Board from the Union. After 30 working days, the employee shall be placed on the regular seniority list. In case of discipline within the 30 working days period, the Board shall notify the Union in writing.

(4) UNION JURISDICTION. The Board agrees to respect the jurisdiction of the Union regarding the assignments of members of the unit to drive regular, field and special trips, except that qualified employees other than members of the unit may drive if no member of the unit is available and desires to drive. The Board further agrees that a member of the unit shall (if available) be utilized for the transporting of pupil luggage on camping trips.

ARTICLE II

WAGES

Attached hereto and marked Schedule "A" is a schedule showing the classification and wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth the hours of work, regular working conditions and other details of employment. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.

ARTICLE III

SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Board agrees that no work or service of the kind, nature or type covered by, presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, vendor, person or non-unit employee, except for the following cases:

- A. For any arrangements necessary to maintain pupil transportation services due to gasoline shortages or other conditions beyond the control of the Board.

ARTICLE IV

EXTRA CONTRACT AGREEMENTS

Section 1. The Board 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 or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE V

SENIORITY

Section 1. Strict seniority shall prevail in the layoff, recall and earnings opportunities of employees, provided that skill, ability and experience in performing scheduled work are relatively equal. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired, subject to the conditions noted above.

Section 2. The Board shall provide a list of the employees arranged in order of their seniority. Such list shall be revised as changes occur, and shall be made available to the Union and individual employees.

Section 3. Seniority shall be broken only by discharge, voluntary quit or layoff for a period of more than one year.

Section 4. In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of recall to work, mailed to his last known address. In the event the employee fails to make himself available for work at the end of said two (2) weeks, he shall lose all seniority rights under this Agreement.

Section 5. Stewards shall be granted super seniority for all purposes including layoff and rehire and job preference if such is required by the Union. However, only one steward shall have super seniority for such purposes.

Section 6. Any employee employed in a classification covered by this Agreement, who is or has been promoted or transferred to a non-unit position shall not accumulate seniority while he works in the non-unit position. If the employee is returned to a bargaining unit classification, he shall commence work in a job generally similar to the one he held at the time of his promotion or transfer and he shall maintain the seniority rank he had at the time of his promotion or transfer out of the unit. However, employees promoted to supervisory positions within the transportation department shall continue to accrue seniority while in the supervisory position, and in the event of later return to a bargaining unit position shall be considered to have been continuously employed within the bargaining unit for the purpose of computing seniority, provided that such return must take place within one year from date of promotion.

ARTICLE VI

DISCHARGE OR SUSPENSION

Section 1. The Board agrees not to discharge or suspend any bus driver without just cause. In respect to discharge or suspension, the Board shall give at least one warning notice to the bus driver in writing mailed to his home address, with a

copy to the Union so that the bus driver may have an opportunity to make suitable corrections prior to further discipline or discharge, except that no warning notice need be given to a bus driver before he is discharged if the cause of such discharge or suspension is (a) dishonesty, (b) drunkenness, (c) recklessness, (d) conviction of a felony (e) a charge of homosexuality, indecent proposals or any other offense involving moral turpitude, (f) falsification of his application for employment, (g) sabotage of school property, or (h) under the influence of narcotics.

ARTICLE VII

GRIEVANCE PROCEDURE

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

An employee with a grievance shall report same to his supervisor within ten (10) days of the alleged infraction. No action shall be required of the Board concerning any grievance not reported within the time limit.

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

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

Step Number One. By conference between the aggrieved Employee, the Union Steward, or both, and the supervisor of his or her department.

Step Number Two. If the disposition of the grievance in Step One is not satisfactory to the aggrieved employee he shall within ten (10) days prepare the grievance report form and submit it to the supervisor of his department. The supervisor shall within ten (10) days write a disposition on the grievance form and submit it to the Superintendent or his designee, who shall then arrange for a conference between the Union Steward, Business Agent of the Union, and himself.

Step Number Three. If the decision of the Superintendent or his designee is unsatisfactory to the Union, it may file an appeal for mediation with the Michigan Employment Relations Commission, in accordance with the Commission's procedures and law. Such appeal to mediation shall be filed within ten (10) days after the decision of the Superintendent or his designee.

Step Number Four. If the official or officials of the Union and the aggrieved employee are not satisfied with the disposition given in Step Number Three, or if no decision has been rendered within ten (10) working days, he may request in writing that the Union submit his grievance to arbitration.

Either party may demand arbitration. The Union and the Board shall join in asking the Michigan Employment Relations Commission to submit a panel of five names. The parties shall then alternately cross off names with the party which brought the grievance to arbitration having first choice until only one name remains and he shall be the arbitrator for that specific grievance.

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement.

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

ARTICLE VIII

STEWARDS

The Board recognizes the right of the Union to designate job stewards and alternates from the Board's seniority list. The authority of the job stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities.

1. The investigation and presentation of grievances with the Board or the designated Board representative 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 reduced to writing or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Board's business or right to manage.

Job stewards and alternates have no authority to take strike action, or any other action interrupting the Board's business, except as authorized by official action of the Union. The Board recognizes these limitations upon the authority of the job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Board in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement. Stewards shall be permitted reasonable time to investigate, present and process grievances on school property without loss of time or pay during his regular working hours. Such time spent in handling grievances during the steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

ARTICLE IX

PICKET LINE

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to go through or work behind a primary picket line of the Union and bargaining unit party to this Agreement.

ARTICLE X

MAINTENANCE OF STANDARDS

The Board agrees that all conditions of employment relating to wages, hours of work and overtime differentials shall be maintained at not less than the minimum standards in effect on the effective date of this Agreement, and that conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that provisions of this Article shall not apply to inadvertent or bona-fide errors made by the Board or the Union in applying the terms and conditions of this Agreement if such error is corrected within 90 days from the date of the error. This Article is not to be construed as a guarantee of hours or overtime.

ARTICLE XI

GENERAL

Section 1. The Board agrees that it will allow the proper accredited representatives of the Union access to school property at any time for the purpose of policing the terms and conditions of this Agreement. Such Union representatives shall announce their presence.

Section 2. The Union shall have the right to examine payroll records pertaining to the computation of compensation of any employee whose pay is in dispute, or any other public records of the Board pertaining to a specific grievance. The employee involved shall give his consent in writing to the Union for opening of his confidential file.

All employees covered by this Agreement shall be paid for all time spent in the service of the Board. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work until the time he is effectively released from duty. Drivers shall be paid for breakdown time, when required to stay with the bus. Such payment for driver's time when not driving shall be at the hourly rate.

If not put to work during the week, substitute employees shall be guaranteed eight (8) hours' pay at the rate specified in this Agreement each week.

ARTICLE XII

PAY PERIOD

All regular employees covered by this Agreement shall be paid in full every two (2) weeks.

Each employee shall be provided with an itemized statement of his earnings and all deductions made for any purpose, upon request of individual employees or Union representatives.

ARTICLE XIII

LOSS OR DAMAGE

Employees shall not be charged for loss or damage unless clear proof of negligence is shown. This Article is not to be construed as applying to charging employees for damage to equipment.

ARTICLE XIV

UNIFORMS

The Board agrees that if the drivers are required to wear any kind of uniform, such uniform shall be furnished free of charge, at the standard required by the Board. The jackets worn by drivers shall be paid in full by the Board upon completion of probation.

ARTICLE XV

EQUIPMENT, ACCIDENTS AND REPORTS

Section 1. The Board shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Section 2. Under no circumstances will an 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 an applicable statute or court order, or governmental regulation relating to safety of person or equipment.

Section 3. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Board, the employee, before starting his next shift shall make out an accident report in writing on forms furnished by the Board and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Board.

Section 4. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Board and shall be made in multiple copies, one copy to be retained by the employee. The Board shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the Bus Captain.

When the occasion arises where an employee gives a written report on forms in use by the Board of a vehicle being in unsafe working operating condition, and receives no consideration from the Bus Captain, he shall take the matter up with the Transportation Supervisor.

ARTICLE XVI

WORKMEN'S COMPENSATION

The Board shall provide workmen's compensation benefits for all bus drivers as required by law.

In the event of a work related injury or illness the employee shall be paid at his regular rate but time lost is chargeable against the employee's accumulated bank of sick leave days.

After the five day waiting period the employee is eligible for workmen's compensation benefits, and his pay will be reduced to the difference between said workmen's compensation benefits and his regular rate of pay. Sick leave will be charged on a pro rata basis computed on the relationship of his differential pay to his regular rate of pay.

ARTICLE XVII

MILITARY SERVICE

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

ARTICLE XVIII

MANAGEMENT RIGHTS

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

ARTICLE XIX

NO STRIKE CLAUSE

The Union and the Board agree that there will be no strike or lockout during the course of this Agreement.

ARTICLE XX

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Contract or of any Riders thereto should be held invalid by operating of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained pending a final determination as to its validity, the remainder of this Contract and 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 effected thereby.

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.

ARTICLE XXI

TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from March 12, 1974, to and including June 30, 1975, 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 60 days prior to date of expiration.

Section 2. 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 60 days prior to June 30, 1975, or June 30 of any subsequent contract year, advising that such party desires 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 economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3. It is further agreed by the parties hereto that upon receiving proper cancellation notice or amendment notice to this Agreement the parties agree to start negotiations at least 45 days before the expiration or amendment date of this Agreement.

Section 4. In the event of an inadvertent failure by the Union to give the notice set forth in Section 1, 2 and 3 of this article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the 61st day following such notice.

Section 5. In the event of war, declaration of emergency, or imposition of civilian controls, during the life of this Contract, either party may reopen the same upon 60 days written notice and request renegotiation of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revisions. If governmental approval of revisions should become necessary all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COMPANY

UNION

HOLT SCHOOL DISTRICT

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

By _____

By _____

SCHEDULE "A"

1. After bus routes have been established, additional stops shall not be added until first informing the driver affected.
2. Bus drivers will be expected to check in for driving in sufficient time to safety check the vehicle and be sure that it is ready for service prior to beginning each run or set of runs. One-half hour per day paid time will be added to route time for required safety checks. The driver shall be considered in working status while performing the safety checks noted above; driving on a regular or special run; waiting for the return of a regular run, or during such other periods as the Board shall designate.
3. When drivers are transporting students to an overnight activity and are required to stay, they shall be paid at a rate equivalent to eight (8) hours pay per day at their regular rate. The expense of a separate room and meals shall be borne by the Board.
4. Before the opening of the school year -- as soon as routing and scheduling for the year has been completed -- copies of the routes and schedules shall be provided to all drivers on the seniority list. Drivers will then have ten days to submit a bid on the route of their choice. Routes will then be assigned on the basis of seniority, except that any driver whose choice is preempted by a more senior driver, or any driver who fails to bid may be assigned at the discretion of the Board.

Rescheduling of routes or vacancies during the school year shall not result in blanket re-bidding of routes.

In addition to the above annual bidding procedure, drivers may submit a letter to the Director of Personnel indicating their preference for a change of assignment. In the event that a vacancy occurs during the school year, the Director of Personnel shall consult such letters on file, and fill the vacancy with the most senior driver indicating a preference for it. Should there be no letters on file indicating a preference for the vacant route, the Board may then proceed to hire and assign a new driver to fill the vacancy. Such letters of preference may be amended by the driver by submitting a new letter. All letters on file shall lapse on June 30 of each year.

5. Bus drivers shall be paid for training time at the following rates:

1973-74 = \$3.00 per hour
1974-75 = 3.50 per hour

6. Drivers shall report unsafe road conditions to their immediate supervisor and shall not be required to drive after reporting roads to be unsafe in accordance with the Transportation Handbook.
7. When returning from a leave of absence during the school year in which the leave was taken, bus drivers shall return to their original routes.
8. Whenever a regular driver is absent from his route, it is the intent of the Board to replace him with a qualified substitute. Doubling of runs shall only take place in an emergency situation when shortness of notice of intended absence, lack of available substitutes or other circumstances beyond the control of the Board require it.
9. When drivers are required to buy gas, oil, etc., the Board will provide them with sufficient funds in advance to cover the cost. In the event of unexpected emergency expenditures, drivers will be reimbursed promptly for out of pocket expenses.

10. Field trips and special trips shall be in addition to the drivers regular routes.
11. Employees who work more than eight (8) hours per day or forty (40) hours per week shall be entitled to overtime pay for the additional time at one and one-half (1-1/2) their regular rate. This does not apply to field trip time.
12. Employees who are required to work on holidays for which they would receive their regular holiday pay, shall be paid at the rate of time and one-half (1-1/2) for all hours worked in addition to their regular holiday pay. Double time shall be paid for all work performed on Sunday.
13. When schools are closed due to inclement weather, the drivers shall be paid their daily rate for that day.
14. Drivers shall be paid for staff meetings called by the Board at the established hourly rate.

Time spent by drivers in individual or group conferences with management, covering such matters as, but not limited to, routine reports, resolution of discipline problems and the like, is not ordinarily considered as paid time.

15. Terminal leave: Upon a driver's retirement, in accordance with the requirements of the Michigan Public School Employees Retirement Act, a terminal leave payment determined by the greater of (1) or (2) below will be paid if at least ten years continuous employment in this school district has occurred.

(1) \$50.00 per year of employment in this school district, or

(2) A sum equal to 50% of the current wage for each accumulated leave of absence day. (2) is limited to a sum up to twice the amount calculated in (1).

16. Leave of Absence

A. A driver shall request permission from the Transportation Supervisor in advance of attending any conference within the State of Michigan. Final approval shall be by the Director of Personnel. Conferences outside the State of Michigan require Board approval.

(1) Permission will be governed by the availability of a substitute, special situations, and the Transportation Supervisor's judgment as to the needs of and/or benefits to the driver and the programs or activities concerned.

(2) Expenses will be allowed as follows: 10¢ per mile for automobile; the salary of a substitute if necessary; lodging, actual cost (normally not to exceed \$15.00 per night except where the least expensive accommodations available are more costly); meals up to \$1.50 for breakfast, \$3.00 for lunch and \$5.00 for dinner; registration fee; and if transportation is by public carrier, the most economical means.

(3) Any driver may make application to the Transportation Supervisor to attend a conference at his own expense, except for the pay of the substitute. Verbal or written reports may be required.

- B. Sick leave chargeable against accumulated sick leave time shall be granted as follows. Ten days shall be granted per school year with unlimited accumulation.

Drivers employed for less than a full school year shall receive a pro-rated bank of days.

(1) Personal Illness - The illness shall be attested to by the driver through the completion of a sick-leave form furnished by the school, upon the return of the driver to school. The Transportation Supervisor shall endorse the card. The Board reserves the right at such time to require a physical or mental examination of a driver at the Board's expense by a doctor of its choice should this seem in the best interests of the school. A written statement may be required from the attending physician in cases of an injury or illness that keeps a driver from work for five or more consecutive working days. A written statement shall be mandatory commencing the eighth calendar day of absence. Also, such a statement shall be mandatory in all cases of absence covered by Workman's Compensation regardless of the length of the absence.

(2) Illness in the Employee's Household* - One day per period of illness of a member of the employee's family shall be granted. The intent of this provision is to provide the employee time to make arrangements for the care of the sick members of his household; otherwise the school does not assume responsibility for family illness. The school reserves the right to require a certified report by the doctor in attendance. In serious

* A person for whom the driver principally is responsible for financial and physical care.

emergencies additional days may be granted. In the event of serious illness of a parent or parent-in-law, the driver's first recourse shall be to personal business leave as defined below. Should the driver's personal business leave be exhausted, one day per period of illness of a parent or parent-in-law may be granted as provided in this section.

(3) Death in the Immediate Family - A maximum up to five days may be granted at the time of death when needed in case of a death in the immediate family. The term "immediate family" is defined as follows: husband, wife, parents, grandparents, parents-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, step-parent, step-sister, step-child, step-brother, or a person for whom the driver principally is responsible for financial and physical care.

(4) Funerals outside the Immediate Family - one day may be granted for attendance at funerals of persons outside the immediate family. If additional time is needed, it may be requested as personal business leave.

C. Two days a year beyond the sick leave allowance may be used for personal business. Notification of desire to take a personal business leave day shall be filed in writing with the Director of Personnel at least four days in advance (except in the event of an emergency when a shorter notice may be acceptable). In connection with such personal business leave, and upon return to school, the driver must indicate on the leave card the purpose of the leave. The leave card is to be sent by inter-school mail directly to the Director of Personnel. Use of personal business leave time may be subject to verification by the Board.

The purpose for which such leave time may be used shall be sound, pressing, unavoidable causes which cannot be handled during the normal school day. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of school year. Exceptions are when personal business days are granted for funeral attendance not covered by the immediate family, or when stranded out of town due to failure of public carriers to operate in adverse weather conditions. Verification by the public carrier(s) is required.

Personal business leave days not used during a school year will be added to and accrued as sick leave days at the beginning of the following year.

- D. When a driver has exhausted compensated leave days, the driver shall be placed on health and hardship leave as provided below.
- E. Adverse travel conditions excepting failure of public carriers to operate, which necessitate a driver's absence when school is in session will result in the reduction of the driver's pay by the period of no service. (For exception, see section C, 2nd paragraph above.)
- F. Other leaves

(1) General Leave - The following conditions shall apply to general leaves under this Article and unless otherwise indicated also shall apply to all other extended leaves covered under this Article.

(a.) Requests for leaves shall be in writing. Drivers requesting general leave shall indicate the reason for which the leave is requested.

(b.) A driver must have completed two years service to be eligible for general leave except in case of maternity or military leave or health reasons.

(c.) All general leaves shall be limited to one year. Extensions may be granted by the Board.

(d.) Salary increments shall not accrue.

(e.) Leave of absence days shall not accrue but unused leave of absence days held at the start of the leave shall be retained.

(f.) Written notice to the Director of Personnel of intention to either return or resign shall be given by March 1 of the year in which the leave expires.

(g.) Re-employment during the school year shall be at the discretion of the Board, and a driver who gives timely notice of intent to return for the following year and meets the other qualifications of the leave procedure shall be re-employed if there is an opening on the staff for which the driver is qualified.

(h.) May take a general leave for one year without loss of seniority.

G. Extended Leave for Pregnancy - Normally, employees going on maternity leave shall begin maternity leave at the end of the marking period closest to the sixth month of pregnancy. Requests to vary from this

time limit must be supported by a doctor's statement, specifying that the driver is able to carry on the full responsibility of the driver's position during such additional time. The statement shall specify the period of time the driver is allowed to work.

Normally employees will be expected to return from maternity leave within 60 days following delivery. Requests to vary from this requirement must be supported by a doctor's statement, indicating the driver's condition and date when the driver may report to work without limitation to carry out the responsibilities to which the driver will be assigned.

The School District reserves the right at its option to require employees to be examined by a doctor of the district's choice, pursuant to the provisions of the Section on Personal Illness.

Drivers qualifying for maternity leave shall first receive any accumulated sick leave benefits for which they are qualified; after which they shall be placed on extended maternity leave until eligible to return to their duties.

- H. Extended leave for Military Leave - A leave of absence shall be granted a driver who is inducted or enlists for one period of enlistment in any branch of the Armed Forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments shall accrue.

I. Extended Leave for Health and Hardship Reasons

(1) Any driver whose personal illness extends beyond the period compensated will be granted a leave of absence without loss of seniority to a maximum of one year without pay or increment for such time as is necessary for complete recovery. Extension may be granted by the Board. A driver may be re-employed at the discretion of the Board.

Whenever a leave of absence is granted as described, a driver shall give acceptable professional evidence of recovered health before being permitted to return to employment in this school system.

J. A period not to exceed twenty (20) working days in one school year may be granted for jury duty. An extension beyond twenty (20) days will be granted when the continuation of a specific case necessitates it. The Board shall pay the difference between the driver's regular pay and the pay received for jury duty.

K. Leave for Other Purposes - No charge shall be made against a driver's salary or leave days for the following reasons:

Court appearance when subpoenaed.

Time necessary to take the Selective Service physical examination.

Attendance at a particular function when requested by the Board.

Appearance in court necessitated by a school related incident.

17. Hours and overtime. Drivers on regular assignments (two morning and two afternoon runs) or the equivalent, shall be guaranteed a minimum of three and one-half (3-1/2) hours pay for each regularly scheduled working day.

Five (5) days shall constitute a normal work week, commencing Monday a.m. through Friday p.m.

All employees shall have a regular reporting time for each day which shall be made known to them.

Call in time. Any regular driver called in to substitute for another shall be paid the actual time worked, with a minimum pay per call-in of one hour.

Drivers to be paid at an hourly rate for all paid time as follows:

Actual route time, including the break between morning runs, as scheduled.

One-half (1/2) hour daily for preparation time (to include but not be limited to warm up, safety check, daily servicing and interior cleaning of the vehicle); except that drivers assigned to morning, noon or afternoon runs only shall receive fifteen (15) minutes daily.

Thirty-two (32) hours annually as compensation for third call-ins on half-days when part of the student body is taken home at noon, for each driver affected.

Field trips to be paid as follows:

For 1973-74:

Short trips -- up to four (4) hours in duration -- \$10.00 per trip.

Long trips -- four (4) to eight (8) hours in duration -- \$20.00 per trip.

Hours in excess of eight (8) on long trips at one and one-half (1-1/2) times the driver's regular hourly rate for each hour or fraction thereof in addition to eight (8).

For 1974-75:

Short trips -- up to four (4) hours in duration -- \$11.00 per trip.

Long trips -- four (4) to eight (8) hours in duration -- \$21.00 per trip.

Hours in excess of eight (8) on long trips at one and one-half (1-1/2) times the driver's regular hourly rate for each hour or fraction thereof in addition to eight (8).

The Transportation Supervisor shall maintain separate rosters, for short- and long-trips, of all regular drivers requesting field trips. Drivers shall be offered trips in strict rotation, except that trips which would interfere with regular runs shall be offered as follows:

(1) to regular drivers whose regular runs do not conflict with the trip, (2) to substitute drivers, (3) to regular drivers whose regular runs conflict with the trip, in rotation. A driver who takes a trip out of rotation because of this exception shall be charged with his next turn. Any driver refusing an assigned trip offered in rotation shall forfeit his turn. In the event that all drivers on the roster refuse a trip, the next driver in rotation shall be required to accept it.

18. Lunch Hour Trips:

A driver required to take a trip outside the school district and thus spend their meal periods on duty, shall be paid at the beginning of such trips in the following manner:

\$1.75 breakfast on field trips only and only when
trips begin prior to 7:30 a.m.
\$2.75 lunch
\$3.00 dinner

19. Physicals. When the required annual physical examination is given by a Board-designated physician, the full cost of the examination, including laboratory fees, shall be paid by the Board.

Drivers may elect to have the physical examination given by their personal physician, but drivers so choosing will be responsible for all costs of the same.

20. Insurance.

For 1973-74:

Effective April 1, 1974, the Board will provide \$5,000 group term life insurance coverage on each driver employed on a regular basis.

For 1974-75:

The life insurance coverage described above shall continue. New employees at the beginning of the 1974-75 school year shall be covered effective October 1, 1974.

Effective October 1, 1974, the Board shall provide up to twenty dollars (\$20.00) per month toward the cost of Blue Cross-Blue Shield MVF-1 health insurance. Such Board contribution to apply toward the cost of coverage on the driver only, the driver and spouse, or full family coverage, as the driver is eligible.

All insurance benefits subject to the terms and conditions of the applicable master policies.

Once coverage is designated, it shall not be altered except as birth or adoption, marriage, social security eligibility or death is involved, or until the next open enrollment period.

Failure to make use of all or any part of the maximum possible Board-paid premium contribution available shall not make any funds transferable to cash or other form of benefit for the benefit for the driver or others.

21. Cost of Living:

The hourly rate shall be multiplied by a factor equal to the percentage increase in the cost of living, as measured by the U.S. Bureau of Labor Statistics Cost of Living Index, the all-items summary of retail prices, for the period

June, 1973 to June, 1974; provided that in no event shall the percentage increase in the hourly rate from the 1973-74 schedule be less than 4%, nor greater than 6%. The base rate for this computation shall be \$4.25 per hour.

22. Longevity.

Drivers having 5-9 years seniority, 4% additional.

Drivers having 10 or more years seniority, 8% additional.

23. Wages.

For 1973-74:

The Board-approved 1973-74 salary schedule shall remain in effect for the remainder of the 1973-74 school year, except that all drivers shall be entitled to an adjustment as follows:

Using the total hours column on page 3 of the memorandum dated January 18, 1974, entitled "Driver Time Data" as a base, drivers shall receive nine cents (\$.09) per hour for each hour worked since November 1, 1973, to be calculated and paid as follows:

(a) Pro-rate the total hours for the number of days scheduled to be worked after November 1, 1973. Each driver's additional pay for the 1973-74 school year to be the product of this number of hours times \$.09.

(b) A retroactive lump sum adjustment for the time worked between November 1, 1973 and March 22, 1974 shall be paid with the March 22, 1974 payroll.

(c) The remainder to be spread equally across the remaining bi-weekly payrolls for the 1973-74 school year.

For 1974-75:

A flat, hourly rate using a base of \$4.25 per hour, times the cost of living factor outlined above, with longevity added for those drivers qualifying.