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9/31/93

A G R E E M E N T

BALDWIN COMMUNITY SCHOOLS

and

GENERAL TEAMSTERS UNION LOCAL # 406

(BUS DRIVERS)

1990 - 1993

Baldwin Community Schools

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A G R E E M E N T

THIS AGREEMENT, entered into on this _____ day of _____, 19____. between the Board of Education of the Baldwin Community Schools, located at 525 West Fourth Street, Baldwin, Michigan, a municipal corporation (hereinafter referred to as the "Employer") and the General Teamsters Union Local 406, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 1827 West Sherman Boulevard, Muskegon, Michigan (hereinafter referred to as the "Union").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union.

If any provisions of the Agreement or any application of the Agreement to any bus driver or group of bus drivers shall be found contrary to law, such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE I

RECOGNITION, UNION SECURITY AND DUES

Section A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All full time bus drivers, excluding substitute drivers; bus mechanics; bus supervisors; executive supervisors; office personnel; and all other employees.

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

Section C. It is agreed that all employees who come within the provisions of this Agreement will be required to sign a card or form as provided by the Union authorizing the deduction from the employee's wages of all Union dues, or a service charge in lieu of Union dues, and/or initiation fees as may be established by the Union and become due to it during the life of this Agreement. The Employer agrees to comply with such written authority and to transmit such sums to the Union within two (2) weeks following the dues deduction.

Section D. If an employee does not maintain his/her Union membership or service fee, the Union shall:

1. Notify the Employer of an employee's failure to pay the dues and/or service charge;
2. Send a demand that such employee be discharged. One (1) copy sent to the Superintendent and one (1) copy to the employee.
3. The Employer shall discharge the employee, upon demand of the Union as soon as a suitable replacement can be found, however, no later than ten (10) days.

The Union agrees to hold the Employer harmless from any and all suits, and legal action taken against the Employer as a result of complying with this Article.

Section E. The Employer agrees that during the term of this Agreement, it shall be a condition of employment that all present and future employees (after completion of their thirty (30) days probationary period) shall either become members of the Union or pay the equivalent of dues as a service charge for representation by the Union. Such employees shall pay the service charge by means of a check-off as here and above provided. Further, the failure of any person to maintain his/her Union membership or service charge in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

ARTICLE II

WAGES

Section A. Bus drivers wage rates covered by this Agreement are set forth in Appendix A attached to and incorporated as part of this Agreement.

Section B. Bus drivers shall be paid for all meetings called by the Employer at the Field Trip time rate in effect at the time.

Section C. If requested by the Employer, drivers shall receive a maximum of one (1) hour at the regular rate for washing a bus. Drivers will be allowed fifteen (15) minutes warm-up time in the morning and fifteen (15) minutes clean-up time in the afternoon.

Section D. After one (1) year of employment, each employee shall be granted three (3) personal days per year with pay after giving the Employer two (2) days notice. The use of these days are subject to the following conditions:

1. Provide the Employer with at least two (2) days notice and a signed verification stating the reason for personal day;
2. A substitute driver must be available except in an emergency;
3. Child care with approval of the Employer;
4. Approved days shall not be used for recreation (i.e., hunting, camping, etc.) purposes;
5. Approved days shall not be used for Union business except with approval of the Employer;
6. Personal days will not be granted to extend a holiday or vacation period, unless mutually agreed to in writing by the Employer.

Section E. Schooling for Regular Bus Drivers. Transportation for such schooling shall be furnished by the school district. Pay for such schooling is to be paid at the **Waiting Time** rate in effect at the time. In the event schooling transportation shall not be available to bus drivers, they shall be paid at the rate of twenty-seven cents (27¢) per mile for use of their personal car.

Section F. Longevity Pay. Longevity pay is to be based on a school year of one hundred and eighty (180) days and is to be paid as follows:

1	-	3 years	-	\$150.00
4	-	6 years	-	\$200.00
7	-	9 years	-	\$550.00
10	-	12 years	-	\$750.00

Longevity shall be paid each year on the first pay day after the employee's anniversary date.

Upon termination of employment or long term lay-off in accordance with Article III, Section D, an employee will receive his/her longevity pay on a pro-rated basis based upon days worked.

After 80 Work Days	1/2 Longevity Pay
After 120 Work Days	3/4 Longevity Pay
After 160 Work Days	Full Longevity Pay

Sick Days will be considered days worked.

Bargaining Unit Members must work the prior year or a portion thereof (see above) to qualify for longevity pay on their anniversary date.

Section G. Drivers will be paid bi-weekly.

Section H. The Board agrees to pay overtime at the rate of one and one-half ($1\frac{1}{2}$) the regular hourly rate for all hours worked in excess of forty (40) hours per week during a normal work week (normal work week to mean Friday through Thursday).

Section I. Upon termination of employment for any reason when such employment has equalled or exceeded five (5) years, the school district shall pay one-half ($\frac{1}{2}$) of all sick days accumulated to a maximum of thirty (30) days.

Section J. Holiday pay shall be paid at the rate of the average working day per bus driver provided said holiday falls within the school calendar year. Holidays will be: Labor Day, Thanksgiving Day, Christmas, New Year Day, Good Friday, Memorial Day, and Martin Luther King (if students are not in session). An employee must work the regularly scheduled work day before and after the holiday to receive holiday pay unless prior approval has been given by the Employer.

ARTICLE III

SENIORITY

Section A. Probationary Period:

1. New full-time employees hired in the unit shall be considered as probationary employees for the first thirty (30) working days of their employment. The working days probationary period shall be accumulated within not more than one (1) year.

When an employee completes the probationary period, he/she shall be entered on the seniority list of the unit as of the date of hire. There shall be no seniority among probationary employees.

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

Section B. Seniority List:

1. For the purpose of this Article, the Board shall maintain seniority lists for full-time bus drivers and regular substitute bus drivers.
2. The seniority list on the date of this Agreement shall show the names of all employees of the unit entitled to seniority.
3. The Employer will maintain the seniority list and will provide the Union with an up-to-date copy by October 15 of each year.

Section C. Loss of Seniority: An employee shall lose his/her seniority for the following reasons only:

1. If employee quits;
2. If employee is discharged for just cause;

3. If employee is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send notification by Certified Mail to the employee at his/her last known address as shown by his/her employment records that he/she has lost his/her seniority; and his/her employment has been terminated.
4. If the employee does not return to work when recalled from lay-off as set forth in the recall procedure;
5. If he/she retires.

Section D. Layoff and Recall:

1. The word "layoff" means a reduction in the working force due to a decrease of work or lack of funds.
2. Seniority shall apply to layoff and recall as follows:
 - a. When a reduction in work force occurs, employees on probation with the least seniority in the job classification affected will be the first to be laid off;
 - b. Where the layoff is intended to be of three (3) working days or less, the laid off employee shall have no right to claim the job of a less senior employee during such three (3) days;
 - c. When the working force is increased after a layoff, employees will be recalled in the reverse order of layoff. Notice of recall shall be sent to the employee at his/her last known address by Registered or Certified Mail. Notice shall be given by the Employer of his/her intent to return to work within three (3) days. If an employee fails to report for work within five (5) working days from the date of mailing of notice of recall, he/she shall be considered a quit;

- d. Employee to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Local Union shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

ARTICLE IV

DISCHARGE AND SUSPENSION

Section A. The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall notify, in writing, the Steward and the Local Union at the time of said discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

Section B. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with the Steward at a place made available by the Employer before he/she is required to leave the property of the Employer. The Employer, or his/her designated representative, will discuss the discharge or suspension with the employee and the Steward. A conference between the discharged or suspended employee and the Union Steward shall be held with the Superintendent within two (2) regularly scheduled working days in an attempt to resolve the suspension.

Section C. Should the discharged or suspended employee, or the Steward, consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the Employer within two (2) regularly scheduled working days of the discharge or suspension. The Employer will review the discharge or suspension and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the Grievance Procedure at Article VI, Section D.

Section D. Whenever a charge is preferred against an employee for:

1. alleged violation or regulation recognized by the Board;
2. alleged violations of a criminal code, it shall be the prerogative of the Employer to suspend such employee without prejudice, but without pay, until the hearing shall be completed.

Suspension without pay in the case of an alleged violation or regulation shall not extend longer than ten (10) working days. If a hearing shall not have been finalized within that time period, the suspension shall alter to one with pay unless the delay is occasioned by action of the employee. While it is considered that an employee who is charged with violation of a criminal code should be suspended without pay until final determination of the case, an exception may be made if the Employer shall conclude that the charge appears flimsy and fanciful with strong probability of innocence, in which event, the Employer may authorize alteration in suspension to one with pay. Acquittal by the Arbitrator or Court, as the case may be, entitles the employee to back pay at regular rate as determined by the Arbitrator or Court.

The Employer shall notify the employee by Certified Mail to the employee at his/her last known address as shown by his/her employment records that he/she is to report for work within **three (3) consecutive working days** if he/she is being reinstated by the Employer. In the event the employee fails to report by the end of the third consecutive working day, he/she shall lose his/her seniority and his/her employment is terminated.

Section E. Except for infractions involving morals or driving records, in imposing any discipline on a current charge, the Employer may take into account any prior infractions which occurred in the last twelve (12) month period of employment.

ARTICLE V

VACANCIES, PROMOTIONS AND TRANSFERS

Section A. If an employee is transferred to a position under the Employer not included in the unit, his/her seniority will be frozen at the time of the transfer and is thereafter again transferred to a position within the unit, the employee shall be unfrozen from his/her seniority.

Section B. In the event of a vacancy or a newly created position within the unit, employees shall be given the opportunity to transfer on the basis of seniority, provided an applicant can perform the available work and meet the requirements on the job. In such cases, all vacancies and newly created positions shall be **posted** in a conspicuous place on the **bulletin board** at least **five (5) calendar days** prior to filling such vacancy or position. The Employer will not be required to fill a position which becomes vacant after March 15 of that existing school year. However, any position which becomes vacant prior to March 16 of that existing school year will be filled within thirty (30) school days.

ARTICLE VI

GRIEVANCE PROCEDURE

Section A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this Agreement. Any employee or group of employees alleging a violation of the expressed provisions of this Agreement shall within ten (10) working days of its alleged occurrence orally discuss the matter with his/her supervisor.

A grievance shall not be filed on the following matters:

1. The termination of services or failure to re-employ any probationary employee;
2. Any matters involving an employee evaluation;
3. Any matter for which there is recourse under State or Federal Statutes.

A written grievance must contain the following information:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsection violated;
5. It shall specify the relief requested.

Section B. If the answer of the immediate supervisor is not satisfactory, it may be presented by the Steward to the Director of Transportation within five (5) working days after receipt of the answer in Section A above. Such director shall have five (5) working days in which to give his/her answer in writing.

Section C. If the answer of the Director of Transportation is not satisfactory, the Steward may present the grievance to the Superintendent of Schools not more than five (5) working days following the answer of the supervisor in Section B above. The decision of the Superintendent shall be given, in writing within five (5) working days thereafter.

Section D. If the answer of the Superintendent is not satisfactory, the grievance may be presented by the Union to the Board of Education by delivery to the Superintendent of Schools within five (5) working days after receipt of his/her decision in Section C. A meeting between at least two (2) representatives of the Board of Education, one (1) of whom shall be a Board member; and at least two (2) representatives of the Union shall be scheduled within ten (10) calendar days after the Superintendent of Schools has received the grievance. The decision of the Board of Education shall be given in writing within ten (10) calendar days following the meeting.

Section E.

1. If the decision of the Board of Education is not satisfactory to the Union, and the Union wishes to carry it further, it shall within ten (10) days after receipt of the answer in Section D above, send written notice to the Board of Education of its intent to arbitrate the matter. The Union shall file a Demand for Arbitration to the American Arbitration Association and thereafter it shall be handled in accordance with the Association's rules. Each such decision shall be final and binding on the employee, employees involved, the Union and the Employer; and there shall be no appeal from any arbitrator's decision. All fees and expenses of the arbitrator shall be borne equally between the Union and the Employer.

2. Powers of the arbitrator are subject to the following limitations:
- a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement;
 - b. He/she shall have no power to establish salary scales or to change any salary;
 - c. He/she shall have no power to change any practice, policy, or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board;
 - d. He/she shall have no power to interpret state or federal law;
 - e. He/she shall not hear any grievance previously barred from the scope of the grievance procedure;
 - f. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - g. More than one (1) grievance may not be considered by the arbitrator at the same time except upon expressed **written mutual consent** and then only if they are of similar nature;

- h. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one;
 - i. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
3. No employee, but only the Union, may invoke the arbitration process.

Section F. Either party may have outside representatives present at the final step of the grievance procedure.

Section G. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate or overtime rate, whichever is applicable.

ARTICLE VII

STEWARDS

Section A. The Employer recognizes the right of the Union to designate job stewards and alternates from the Employer's 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 Employer or the designated Employer representatives 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 Employer's business.

Section B. Job stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer 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 Employer 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 stoppages in violation of this Agreement. Stewards shall be permitted reasonable time (up to one-half ($\frac{1}{2}$) hour per incident) to investigate, present, and process grievances on the company property without loss of time or pay during his/her 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 VIII

MANAGEMENT RIGHTS

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
3. To determine the hours of work and the duties, responsibilities and assignments of bus drivers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment;
4. Adopt reasonable rules and regulations. The right to determine the size of the work force including the right to lay-off employees.

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

ARTICLE IX

LEAVE OF ABSENCE

Section A. Leaves of absence for periods not to exceed one (1) year, without pay or benefits, may be granted, without loss of seniority for:

1. Serving in an elected or appointed position, public or union;
2. Maternity leave;
3. Illness leave (physical or mental);
4. Prolonged illness in immediate family.

The Employer may require medical opinions and/or proof, in writing, for the various leaves of absence in this Article. Such leaves may be extended for like cause.

Section B. Employees shall not accrue seniority while on any leave of absence or in a supervisory position granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which their seniority entitles them.

Section C. Members of the Union elected to attend a function of the Council or International Union, such as conventions or educational conferences, shall be allowed time off without loss of seniority, limited to ten (10) working days per year for the total unit. Not more than one (1) employee at any one time.

Section D. Military Leave. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed one (1) year without pay or benefit in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

Section E. The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

Section F. Maternity Leave.

1. Extended Maternity Leave.
 - a. A leave of absence without pay shall be granted for up to twelve (12) months for the purpose of maternity provided, however, in the event a twelve (12) month leave would expire during a regular school semester in progress, the leave shall automatically be extended to the beginning of the next regular semester.
 - b. Any bus driver considering leave shall notify the school administrator of the pregnancy no later than the end of the fourth month of the condition.

- c. The bus driver may continue driving as long as she can continue her regularly assigned responsibilities. The bus driver's physician will furnish a statement to this effect subject to the review and approval of a Board appointed and paid physician.
- d. The application for such leave shall be received by the Superintendent no later than sixty (60) calendar days prior to the anticipated date of such leave and shall include a statement of the anticipated date on which the bus driver wishes to commence the leave.
- e. A bus driver on leave under the above conditions wishing to return to duty shall file a written notice with the Superintendent not more than ten (10) months after commencing leave.

2. **Temporary Maternity Leave.**

Temporary Maternity Leave shall be granted for up to forty-five (45) days upon written notice by the bus driver to the Superintendent at least sixty (60) calendar days prior to the anticipated date of the outset of such leave and provided she complies with the applicable provisions of Section 1 above.

- 3. It is understood by the parties that a bus driver, at her option, may utilize any or all of her accumulated compensable leave days for temporary disability incurred by pregnancy. The bus driver's physician will furnish a statement to this effect.

Section G. Child Care Leave. A one (1) year unpaid Child Care Leave may be granted to any bus driver provided he/she gives sixty (60) days notice intended for such leave.

ARTICLE X

SICK LEAVE

Section A. All regular employees shall receive sick leave as follows:

One (1) day per month, accumulative to one hundred fifty (150) days, based on a nine (9) month school year.

Employees with twelve (12) or more accumulated sick days may (if requested) cash in up to five (5) unused sick days once per year during the pay prior to the Christmas Vacation.

Upon a bus driver's resignation or retirement from employment with the school district, when such employment equals or exceeds five (5) years, the school district shall pay one-half ($\frac{1}{2}$) of the bus driver's current daily rate for all accumulated sick leave, to a maximum of seventy-five (75) days, provided that the bus driver has accumulated twenty-five (25) days or more at the time of resignation or retirement.

Section B. Qualified employees shall include all regular employees and bus drivers who have regularly scheduled morning and afternoon runs. This does not include student help, summer vacation maintenance employees, or other persons employed on an hourly or daily basis.

Section C. Hourly rate shall be the regular straight time hourly rate provided for in this Agreement and compensation shall be for time lost from regular employment.

Section D. No sick leave shall accrue during any probationary period but at the end thereof, it shall accrue as herein provided, from the date of hire and only for time actually worked.

Section E. Sick leave is defined as inability to work because of proven sickness or injury and is not to result in the loss of seniority rights. However, in case of illness of more than one (1) year duration, the Union reserves the right to request a statement of such disability from a licensed medical doctor. Seniority will be frozen at the end of the first year's sick leave.

Section F. The Employer will furnish to each employee the accumulated sick leave credit each has as of the effective date of this Agreement.

Section G. Any abuse of the sick leave provisions shall result in disciplinary action up to and including discharge.

ARTICLE XI

FUNERAL LEAVE

Section A. A regular employee shall be allowed a maximum of three (3) working days non-chargeable for funeral attendance when there is a death in the immediate family. "Immediate family" is defined as father, mother, wife, husband, mother-in-law, father-in-law, brothers sisters, son, daughter, grandfather, grandmother, or grandchild. Any days needed in excess of three (3) days shall be without pay unless charged to sick leave at the employee's request.

ARTICLE XII

FRINGE BENEFITS

Pursuant to the authority as set forth in Section 1255 of the Michigan School Code of 1976, the Employer agrees to provide the following fringe benefits:

1. Upon submission of a written application, the Employer shall provide, without cause to all regular bus drivers, insurance protection for a full twelve-month period for each regular bus driver who completes a full academic year of employment and his/her immediate family. To the extent permitted by law, MESSA Super Care I or Limited Medicare Supplement (formerly MESSA-Care) and Medicare, Part B, premium shall be paid on behalf of the Bus Driver, spouse, and/or qualified dependents eligible for Medicare.

2. Each eligible bus driver shall choose either MESSA-PAK A or B as described below:

Plan A: MESSA Super Care I (with MESSA-CARE Rider).

Long Term Disability (Plan I-60%; 90

Calendar Days Modified Fill.

\$2,500. maximum; social security freeze;

Alcohol/Drug & Mental/Nervous-2 years.

Delta Dental (60/60/60: \$1,000.).

Term Life (\$20,000. with AD & D).

Vision (VSP-2).

Plan B: \$90.90 per month for non-taxable MESSA or

MEA Financial Services options

Long Term Disability (Same as Plan A).

Delta Dental (75/60/75: \$1,200.)

Term Life (\$30,000. with AD & D).

Vision (VSP-3).

- a. The Employer paid subsidy for the foregoing MESSA-PAK (August 1, 1991 through July 31, 1992) insurance protection shall not exceed the following amounts:
- Plan A: \$438.41
- Plan B: \$161.43
- b. Provided, that Employer paid insurance subsidy shall cover full insurance premium per month of the 1992-1993 rate effective July 1, 1992. Cap effective end of the 1992-1993 school year.
- c. Any amounts exceeding the Employer subsidy for either Plan A or Plan B specified above, shall be payroll deducted.
- d. Every eligible bus driver may elect either Plan A or Plan B, but not both.

3. If both spouses are employed by the Employer, only one (1) Plan A premium will be paid by the Employer to maintain MESSA-PAK insurance coverages.
4. Bus drivers who have Employer provided term life insurance, as provided through either the health or life insurance plans, shall have a thirty (30) day conversion right upon termination of employment. Any bus driver electing his/her right of conversion in order to maintain his/her term life insurance in force must contact the insurance carrier within thirty (30) days of his/her last day of employment.
5. **Conditions:**
 - a. Bus drivers newly hired by the Employer shall be eligible for Employer paid insurance premiums upon acceptance by the insurance carrier(s) on the first day of the month following the month work commenced.

Bus drivers newly hired by the Employer electing insurance coverage at the beginning of their employment shall have premium amounts paid by the Employer for that proportion of the month actually worked. The bus driver shall be responsible for the remaining premium amount attributable to days not worked for the school district. Full Employer paid insurance subsidy shall commence on the first full month worked, upon acceptance of written application by the insurance carrier(s)/policy holder.

- b. Changes in family status shall be reported by the bus driver to the Personnel Office within thirty (30) days of change. The bus driver is responsible for any overpayment of premiums made by the Employer on his/her behalf for failure to comply with this paragraph.

- c. The Employer agrees to provide the above-mentioned insurance benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the Policyholder.
- d. To be eligible for the above coverages (or increase in coverages) a bus driver must be able to satisfy the "at work" requirements with this Employer before benefits are effective..
- e. Bus Drivers working less than a full contract year shall have benefits terminated on the first day of the month following their termination of employment.

ARTICLE XIII

MISCELLANEOUS

Section A. Union Bulletin Boards. The Employer will provide a bulletin board in a central location which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

Section B. Sub-leasing. The Employer may subcontract work when all its regular employees are working, except that in no event shall road work presently performed or runs established during the life of this Agreement be farmed out.

Section C. Health Examinations.

1. Physical examinations shall be required for drivers as mandated to meet CDL regulations for school bus drivers. However, the Superintendent of Schools can require a driver to undergo more frequent exams if he/she believes it necessary.
2. The Employer agrees to pay the cost of physical examinations by the physician designated by the Employer required of all drivers of school buses. If the employee chooses another physician, the Employer will pay only that amount charged by the Employer's designated physician.

Section D. Bus Driver's Duties. The duties of a bus driver shall include, but not be limited to, driving, sweeping the interior of the bus, wiping seats, cleaning rear windows, windshield and other windows in the driver's compartment, cleaning rear-view mirrors, filling gas tanks, pre-trip inspections at the end of the work day and completing related records, preparing maps, safety reports and other data which may be requested from time to time. The Board will provide each driver with a four (4) page repair work order form (1 copy for the driver; 1 copy for the supervisor; 2 copies for the mechanic, 1 of which will be returned to the driver when the work has been completed to insure prompt repairs). All buses will be pre-started at least 15 minutes prior to departure in the morning.

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

Field trips, including athletic trips, are those runs that transport in excess of ten (10) students, outside the regular bus runs schedule, and shall be assigned by the Transportation Supervisor on a rotating basis among all drivers, provided that they are initially certified and qualified for the trip and can adequately handle same in the opinion of the Transportation Supervisor, subject to the grievance procedure.

All activities that require the transportation of less than eleven (11) students will be arranged at the discretion of the Superintendent of Schools. This work will be assigned to school employees whenever possible.

Laid off seniority drivers will be allowed to substitute or take field trips when a full time Bargaining Unit Member is absent or unavailable provided that the laid off Bargaining Unit Member has signed a Declaration at the beginning of the school year that he/she desires occasional substitute work and will be reasonably available for those assignments. Said employment will not require the Employer to pay any health insurance or constitute applications of days worked to seniority for purposes of recall or longevity payment unless the Bargaining Unit Member is recalled to full time regular employment.

Section F. Payroll Deductions. If the Employer grants payroll deductions to other employees of the school district, the bus drivers shall be included.

ARTICLE XIV

HOURS

Section A. The regular work week shall be forty (40) hours of work and consist of eight (8) hours per day, Friday through Thursday. The above does not constitute a guarantee of a forty (40) hour work week per employee.

ARTICLE XV

SCHOOL CLOSINGS DUE TO INCLEMENT WEATHER AND OTHER EMERGENCIES

The parties to this Agreement mutually recognize and hereby incorporate in writing their past practice of paying bus driver employees on the first two (2) allowable state mandated days on which school is closed due to inclement weather, severe storms, fires, epidemics or health conditions.

Days that are required to be made up by the State, employees will be paid for all hours worked.

On days when employees report for work and work is not available, said employees will receive two (2) hours show-up pay. If the driver(s) are notified by their supervisor prior to reporting time the two (2) hours show-up pay will not apply.

In the event the State of Michigan law changes and the above mentioned days are not required to be made up, the past practice will prevail and employees will be paid full wages.

ARTICLE XVI

WORKING CONDITIONS

Section A. Regular bus runs shall consist of picking up and delivering of students along an established route, to and from school, at the discretion of the Employer.

Section B. At least one (1) week before the start of each school year, each driver shall be assigned the runs he/she had at the end of the previous school year, the routes as listed and the approximate length of time, unless there has been a substantial change in the run. All new runs or open runs shall be posted, setting forth the route as listed and the approximate length of time. Bus drivers shall be permitted to select them on a seniority basis, provided, however, that if in the opinion of the Director of Transportation, a driver is not initially qualified for a run, or after being on the run cannot adequately handle same, then the driver may be removed. The regular posting procedure shall be used when the above vacancies occur.

Section C. Stand-by time is defined to mean that period of time on a field trip from the time of unloading at the destination away from the school district until reloading time.

Section D. Bus drivers, when called to work outside of their regular school runs, shall be entitled to a minimum of one (1) hour's straight time at the applicable rate, plus one (1) hour's standing time.

Section E. Field trips, including athletic trips, are those runs that transport in excess of ten (10) students, outside the regular bus runs schedule, and shall be assigned by the Transportation Supervisor on a rotating basis among all drivers, provided that they are initially certified and qualified for the trip and can adequately handle same in the opinion of the Transportation Supervisor, subject to the grievance procedure.

All activities that require the transportation of less than eleven (11) students will be arranged at the discretion of the Superintendent of Schools. This work will be assigned to school employees whenever possible.

Laid off seniority drivers will be allowed to substitute or take field trips when a full time Bargaining Unit Member is absent or unavailable provided that the laid-off Bargaining Unit Member has signed a Declaration at the beginning of the school year that he/she desires occasional substitute work and will be reasonably available for those assignments. Said employment will not require the Employer to pay any health insurance or constitute applications of days worked to seniority for purposes of recall or longevity payment unless the Bargaining Unit Member is recalled to full time regular employment.

Section F. Bus drivers shall be paid for at least two (2) hours pay for outside book work per year if required.

Section G. Employees called to work outside their regular shift shall receive a minimum of two (2) hours pay at the straight time hourly rate, or at the applicable overtime rate, provided they do the work which is assigned during that period.

Section H. Overtime hours shall be rotated to the extent possible within the classification.

Section I. To the extent possible, employees will be notified at least four (4) hours in advance of any overtime for that day and by noon on Friday for any Saturday overtime.

Section J. All transportation of personnel during the summer months for the Baldwin Community Schools System shall be performed by eligible employees who have signed up indicating a desire to drive during the summer months.

ARTICLE XVII

ASSIGNMENT OF RUNS

Section A. The Employer, at the beginning of the school year, shall make up bus runs and shall decide which buses shall be assigned to which runs. Drivers are to retain their runs of the previous year unless such runs are in any way changed. Employees would have the right to exercise their seniority on these runs. The Employer, in its discretion, may change the buses and the bus stops as often and in any manner as it may decide is in the best interest of the school district.

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

Section C. Except in case of emergency all field trips are to be posted forty-eight (48) hours in advance. A minimum of twenty-four (24) hours prior to the field trip is allowed each driver who qualifies to sign his/her name for the particular run. The field trips must be signed 24 hours prior to the trip departure time. Post fan bus trips on a tentative basis forty-eight (48) hours in advance. Posting for spectator buses and special runs shall list chaperones if available. If no chaperones are listed, the bus driver has the right to refuse to take the run. Upon the driver's refusal, no other driver shall take the run. Cancellations by drivers for field trips shall be made 24 hours prior to the day of the trip.

If the field trip is not signed by a Bargaining Unit Member twenty-four (24) hours prior to the trip departure time, the Transportation Supervisor is authorized to assign the trip at his/her discretion to a substitute driver.

ARTICLE XVIII

DURATION OF AGREEMENT

Section A. This Agreement incorporates the agreement reached by the parties on all issues which were subjects of negotiation. This Agreement may be altered, changed, added to, deleted from, or modified only through the **voluntary mutual consent** of the parties in **writing** as an amendment to this Agreement.

Section B. This Agreement shall be in full force and effect from August 1, 1990, to and including July 31, 1993. This Agreement 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 sixty (60) days prior to the expiration.

Any revisions agreed upon as a result of negotiations shall be effective as of the respective dates set forth above.

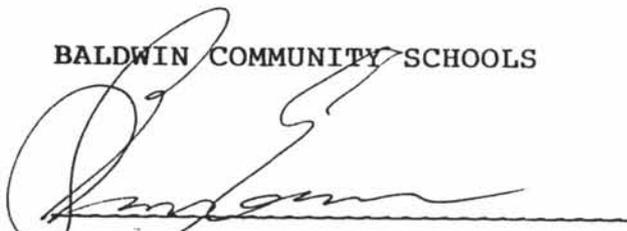
The Union shall be permitted all legal and economic recourse to support its request for such revisions if the parties fail to agree thereon.

Section C. It is further agreed by the parties hereto that upon receiving proper cancellation notice, the parties agree to start negotiations at least forty-five (45) days before the expiration date of this Agreement.

Section D. In the event of war, declaration of emergency, or imposition of civilian controls, during the life of this Agreement, either party may reopen the same upon sixty (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 of requirements of applicable law, so as to permit economic action at the expiration thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 19_____.

BALDWIN COMMUNITY SCHOOLS



Gary Evans, President
Board of Education



Deborah Smith-Olson, Secretary
Board of Education

GENERAL TEAMSTERS UNION
LOCAL # 406
affiliated with the
International Brotherhood of
Teamsters, Chauffeurs,
Warehousemen and Helpers of
America



Marvin Holland, Business
Representative
General Teamsters Union
Local # 406



Kenneth DeVries, Secretary-
Treasurer
General Teamsters Union
Local # 406

APPENDIX A

WAGES:

- Increase all wage rates by 3% retroactive to August 1, 1990 for the period of August 1, 1990 to July 31, 1991. (To be paid in a separate check)

RATES:

Driving Time	\$ 8.66
Field Trip Time	\$ 7.06
Waiting Time	\$ 6.23

- 1991-1992: Fully Paid Board Subsidy for MESSA PAK I
No Cap. Cap effective end of the 1992-1993 school year.
- 1992-1993: Fully Paid Board Subsidy for MESSA PAK I
No Cap. Cap effective end of the 1992-1993 school year.

A \$50.00 annual payment for First Aid Certification.