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AGREEMENT

between

BANGOR TOWNSHIP BOARD OF EDUCATION

and the

**UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC
ON BEHALF OF LOCAL UNION 7380**

**July 1, 1994
to
November 1, 1996**

Bangor Township Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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LETTER OF AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 1994, between the Board of Education, Bangor Township, Bay City, Michigan, hereafter called the "Board", and the United Steelworkers of America, AFL-CIO-CLC, hereafter called the "Union."

WITNESSETH:

WHEREAS, the Board and the Union have a statutory obligation pursuant to Act 379, of the Michigan Public Acts of 1965, to bargain with each other with respect to hours, wages, terms and conditions of employment of driver/dispatcher, bus drivers, including substitutes and stand-by bus drivers.

DEFINITION OF EMPLOYEE:

The term "employee" as used in this agreement shall mean all school bus drivers, including substitute bus drivers, stand-by drivers, and station wagon bus drivers, and such other employees as the Board and the Union may agree to. In consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE 1. RECOGNITION

Section

1.1 Unit and Employee Defined:

The Board hereby recognizes the Union as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all school bus drivers but excluding supervisory and administrative personnel. The term "employee", when used hereinafter in this agreement, shall refer to all employees represented by the Union in the bargaining and negotiating unit as above defined, and reference to male employees shall include female employees.

1.2 Equal Application of Agreement:

It is the continuing policy of the Board and the Union that the provisions of this agreement shall be applied to all employees without regard to race, color, religious creed, national origin, or sex. The representatives of the Union and the Board, in all steps of grievance procedure and in all dealings with the parties shall comply with this provision.

1.3 Sole Recognition:

The Board agrees not to negotiate with any organization representing the employees covered by this agreement, other than the Union, for the duration of the agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Union, if the adjustment is not inconsistent with the terms and procedures of this agreement, provided that the Union has been given the opportunity to be present at such adjustment.

1.4 Union Membership:

Any employee who is a member of the Union in good standing on the effective date of this agreement shall as a condition of employment maintain membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members.

Any employee who on the effective date of this agreement is not a member of the Union and any employee thereafter hired shall as a condition of employment, starting thirty (30) days after the effective date of the agreement, or thirty (30) days following the beginning of his employment whichever is the later, acquire and maintain membership in the Union to the extent of paying the initiation fee and the equivalent of the periodic membership dues uniformly required of all Union members.

- a. In the event an employee does not wish to become a member of the Union or sign a dues checkoff card, he may refuse without being in violation of Section 1.4 and provided that on the thirtieth (30th) day after the signing of this agreement or the thirtieth (30th) day after the employee has been hired, whichever is later, the employee signs a service fee checkoff authorization fee equal to the monthly Union dues on a form furnished by said Union.
- b. In the event an employee refuses to comply with Section 1.4 or 1.4 (a), he shall be subject to immediate discharge.

1.5 Dues Deduction:

The employer agrees to deduct from the wages of such employees in accordance with the expressed terms of a signed authorization, the membership dues of the Union which include monthly dues, initiation fees and lawful assessments in amounts designated by the Union, or in the event the employee has signed a service fee authorization in accordance with Article 1, Section 1.4 (a), the employer agrees to deduct the monthly service fee as designated in said authorization. Said deduction shall be taken out of the first pay period of each month and immediately forwarded to the international treasurer of the United Steelworkers of America at the address which he authorizes for this purpose.

A checkoff list shall accompany the deductions setting forth the name and amount of dues, initiation fees, or service fees, and a copy of said deduction list shall be forwarded to the financial secretary of the local Union.

The Board shall furnish the international treasurer of the Union each month a list for whom deductions have or have not been made. A copy of such list shall be furnished to the financial secretary of the local Union.

1.6 Discharge for Noncompliance:

In the event an employee shall not pay the required amount as scheduled, the Board and the Union shall:

- a. The Union shall notify the employee of the noncompliance therewith by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise such employee that a request for discharge may be filed with the Board in the event that compliance is not effected.
- b. If the employee fails to comply, the Union may file charges, in writing, with the Board and may request termination of employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.

If any court of competent jurisdiction or administrative agency holds that an "agency shop" clause is invalid, illegal, or unconstitutional, or that it violates any federal or state law, or that it is in conflict with any federal or state law and/or regulation, or if the legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this Article does not conform to or with), this Article shall be null and void.

In the event the Board, acting on the request of the Union, discharges or attempts to discharge an employee for failure to comply with these provisions, the Union shall assume all costs, indemnify and save harmless the Board against any and all claims, demands, suits, expenses or other forms of liability, including back pay, of whatsoever kind and nature that shall arise out of action taken by the Board for the purpose of complying with the provisions of this agreement.

1.7 Complete Agreement:

The parties acknowledged that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the school District and the Union, for the life of this agreement each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this agreement and with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

1.8 Changes in Writing:

Should the parties mutually agree to alter or change any portion or part of this agreement, it must be put in writing and be approved by the Union and the Board.

ARTICLE 11. RIGHTS OF THE UNION

Section

2.1 Right to Union Activity:

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities of mutual aid and protection. As a duly elected body exercising governmental power under the cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly, discourage, deprive, or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee by

reason of his membership in the Union, his participation in any activities of the Union or collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

2.2 State Labor Mediation Board:

The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from said public agency.

2.3 Wearing of Insignia:

No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union either on or off school premises. Bulletin boards, school mail, and other established media of communication shall be made available to the Union.

2.4 Board Furnished Information:

The Board agrees to make available to the Union, in response to reasonable requests for available information concerning the financial resources of the District, and such other public information as will assist the Union in developing intelligent, accurate, informed and constructive programs or as the state and/or federal laws require. Such information shall be furnished in the method stipulated in Board policy.

ARTICLE III. RIGHTS OF THE BOARD OF EDUCATION

Section

3.1 Reserved Rights:

The Board, on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon it and invested in it by the laws and the Constitution of the State of Michigan, and of the United States, 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 the law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion, and to promote and transfer all such employees;
3. To determine work schedules for hours of employment and the duties, responsibilities, and assignments of employees with respect thereto and work assignments and terms and conditions of employment, provided it is not in violation of any other Article of this agreement.

3.2 Rights of the Board:

Nothing contained herein shall be considered to deny or restrict unlawfully the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to the school district.

ARTICLE IV. WAGE RATES

4.1 Hourly Rates:

The hourly rate for the employees covered by this agreement shall be paid in accordance with Schedule "A" attached to and incorporated in this agreement.

4.2 Overtime Rates:

Time and one-half shall be paid for all overtime work in excess of eight (8) hours in any one day, or forty (40) hours in any one week, and for all time worked time worked on Saturday. No employee shall receive both daily and weekly overtime for the same hours worked. Double time shall be paid for all work performed on Sunday. The minimum amount of work which shall be scheduled on Saturdays, Sundays, or holidays shall be four (4) hours.

4.3 Holidays and Special Days:

Legal paid holidays and special days shall be:

Labor Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day
New Year's Day	Good Friday
Memorial Day	

and all inservice and record days scheduled from the first student day of the school year through the last student day of the school year. All employees shall receive pay for their regular number of hours as in a regular workday for each of the holidays listed herein when not worked. Double time in lieu of holiday pay shall be paid for all work performed on any of the holidays herein listed. Inservice days and record days shall be paid at the guaranteed six (6) hours plus any actual hours worked. (Time and one-half shall be paid for the accumulation of time in excess of eight (8) hours.)

In addition to the aforementioned holidays and special days, all weekdays between Christmas Day and New Year's Day shall be paid holidays; in no event shall this be less than five (5) paid days.

4.4 Grievance/Negotiating:

An employee engaged during the school day in negotiating in behalf of the Union with any representatives of the Board, or participating in any mandatory formal professional grievance negotiations, shall be released from his regular duties without loss of pay. The Union and the Board will split the cost of lost time for employees who are engaged in negotiation with the Board or in processing a grievance. The Grievance/Negotiating Committee shall consist of the two members of the Grievance Committee (Stewards) or their alternate, the Unit Chairperson and the Unit Secretary or their alternate. The local President may attend if he so desires.

4.5 New Positions:

As new positions defined under the "Witnesseth" section of this agreement which fall within the scope of the bargaining

unit are created, hourly rates for such positions shall be negotiable.

4.6 Holiday Pay Eligibility:

Regular employees must work the day before or after a holiday to receive pay for the holiday; substitute drivers must work the day before and after on the same route to receive pay for the holiday. In order for drivers to qualify for inservice days they must meet the same qualifications as for holiday pay.

ARTICLE V. HOURS WORKED

Section

5.1 Route Determination:

Hours worked by bus drivers shall be determined by the route or routes assigned. Established routes shall not be arbitrarily or discriminatorily changed. This is not to infer that the Board cannot change routes to effect efficiency and economy. If an employee feels he has been discriminated against, he may have recourse to the grievance procedure.

5.2.a. Minimum Hours Per Day:

Regular drivers shall receive a minimum of six (6) hours pay per day. Substitute drivers shall receive a six (6) hour guarantee when they work a full day. Substitute drivers shall receive pay for actual hours worked for anything less than a full day. Driver/dispatcher will be guaranteed an eight (8) hour workday.

5.2.b. Regular Short-Time Drivers:

Regular short-time drivers will drive regular runs of two and one-half (2-1/2) hours or less in duration and will receive two and one-half (2-1/2) hours pay or actual driving time, whichever is greater. Such regular short-time runs will be subject to the bidding procedure as provided in Section 6.2.

5.3 Work on Snow Days:

In the event of a snow day, individuals required to work will be paid for the actual hours worked in addition to the six (6) hour guarantee.

5.4 Special Education, Bay City vs. Bangor Calendar:

Because of the fact we have special education buses that must follow the Bay City Schools calendar in terms of days worked and also the Bangor Township School calendar, we find that on several occasions during the year our special education buses are scheduled to work while other drivers are not. This additional time that the special education drivers work has been looked at as regular run time. In the event the regular special education drivers elect not to drive, the work shall go to the most senior employee desiring the work.

ARTICLE VI. SENIORITY

Section

6.1 Seniority Date, Probation:

Seniority of employees covered by this agreement shall be determined in the following manner: probationary period new employees, including substitutes, shall be on probation during the first thirty (30) days worked. During this period they have no seniority and may be discharged by the Board without assigning any cause therefore. Upon completion of the probationary period their names shall be placed on the seniority list from the date of hire. No seniority status exists during the probationary period. It is further understood that the Union will not be a representative of any employee during his/her probationary period. The order of seniority for new employees hired on the same day shall be determined by lot. The present order of seniority shall remain as of this date.

6.2.a. Job Bidding:

Selection of employees for the purpose of filling all job vacancies or newly created routes and job, shall be made by

the Board on the basis of seniority. In the selection of employees for such purposes, the following provisions shall apply:

- a. The driver shall supply the Board with all available information pertaining to their route (maps, bus mileage, distance drive, head count) fifteen (15) days prior to the closing of school in June.
- b. After the routes have been bid and awarded as provided in paragraph 6.2.c., drivers may not thereafter change routes except where a permanent vacancy occurs.
- c. Once such routes have been established and bid on, the time for such routes shall not arbitrarily nor discriminatorily be changed. This is not to infer that the Board cannot change routes to effect efficiency and economy. If such route is increased by more than twenty (20) minutes, the affected driver may then bump for a more desirable run based on his seniority.

6.2.b. Route Determination:

The Board shall determine the routes to be assigned no later than four (4) business days prior to the opening of school in the fall, and immediately following such period all available information pertaining to routes will be made available for inspection by the driver during regular business hours.

6.2.c. Orientation/Bid Meeting Date:

The Board shall hold an orientation/bid meeting no later than two (2) business days prior to the opening of school, and at this meeting job bidding will take place and all routes will be awarded according to seniority. Job bids may be submitted in writing.

6.2.d. Established Route Time Change:

If such route is increased or decreased by more than twenty (20) minutes before or after the beginning or end of a morning, noon, or afternoon run, or by addition or deletion of a noon run, any affected seniority driver may then bump for a more desirable route based on his/her seniority. Such

bumps will be a straight exchange except for special education bus routes, for which special administrative consideration will be given.

6.3 Notice of Permanent Vacancy:

The Board may, at its discretion, assign any driver to operate the bus or vehicle involved while the "permanent" vacancy is being filled as provided herein.

Notice of vacancy shall be posted by the Board on the bulletin boards within five (5) working days from the time such vacancy first occurred, for a period of not less than three (3) full working days in order that all interested employees may be given an equal opportunity to bid.

6.4 Notice Information

Such notice shall state information about the permanent vacancy including route, the hours and the date bidding closes.

6.5 Written Bids:

Interested employees' bids shall be put in writing by them in a method mutually agreed to by the Board and the Union, in duplicate, and shall be signed by the employee. The employee will then deliver two (2) signed copies to the Union committeeman who will keep one and file one with the Director of Transportation. When the notice of permanent vacancy is posted it will be pointed out that other permanent vacancies will probably result when the advertised job is filled and all employees will indicate on their bid slips whether they are interested in only the original or any other resulting permanent vacancy and this will be taken into consideration when bids are opened in the presence of the Union representative.

6.6 Trial Period:

The successful bidder shall be placed on the permanent vacancy or route within five (5) working days, or sooner if possible, from the date the permanent vacancy or route was first posted. Such successful applicant shall serve a fifteen (15) working day trial period. At the completion of said trial

period, the employee may elect to return to his former route or position. If the Supervisor or his designee determines that the employee has not successfully filled the permanent vacancy, the employee may be returned to his former route or position, subject to the grievance procedure. It is further understood that an employee may only exercise his right to return to his former route or position once each semester.

6.7 Notification to Union Chairperson:

The Director of Transportation shall notify the Chairperson of the committee and the driver/dispatcher as to the name of the successful bidder together with the date of such award.

The Union Chairperson and the driver/dispatcher will be provided notification when an employee is returned to his former position.

6.8 Loss of Seniority:

Seniority shall be lost for any one of the following reasons only:

- a. Employee quits
- b. Employee is discharged for just cause
- c. The laid-off employee is not reemployed within twenty-four (24) months
- d. If an employee is absent for three (3) consecutive workdays without having called in to notify the Board of a justifiable reason for such absence.

6.9 Seniority List Posted:

Up-to-date seniority lists shall be posted on the bulletin boards of the school system at each bus yard one (1) week before the end of the school year, and thirty (30) days after Labor Day of each year. Unless an employee files a written grievance or protest to his seniority date as shown on the list within ten (10) working days from its posting, such list shall be presumed as correct.

6.10 Layoff Procedure:

When there are layoffs for any reason, the following procedure shall be followed:

- a. Probationary employees shall be laid off first.
- b. Thereafter, employees shall be laid off in line with their seniority. Employees with seniority, who are qualified and willing to do the work of the employee to be displaced, in a lower classification may do so at the rate applicable for such job.
- c. When there is an increase in working forces, after a layoff, the reverse of the above layoff procedure shall be followed. Before any new employee is hired, the senior employee on layoff shall first be offered the employment if he is willing and able to do the work.
- d. When an employee, other than a probationary employee, is laid off for an indefinite, he will be given a fifteen (15) day notice of such layoff. If he is laid off less than fifteen (15) days which he has not worked.
- e. The Director of Transportation shall supply the Union Chairperson a copy of all layoff notices.
- f. An employee, leaving his position with the Board shall likewise be required to give the Board at least fifteen (15) days written notice of his intention to terminate. Failure to provide such notice results in resignation to be considered not in good standing.
- g. The above section shall not apply to situations in which unforeseen circumstances result in the closing of schools, such as boiler breakdown, power failures, strikes, fires, etc.

6.11 Seniority Status:

Seniority status for regular and substitute drivers, stand-by drivers, and station wagon drivers, shall be the same. There will be no differentiation between the two groups for seniority purposes.

6.12 Probationary Drivers Working:

Probationary drivers shall work only when all seniority employees are working or have refused to work in accordance to the terms of this agreement.

6.13 Filling Temporary Vacancy:

A temporary vacancy shall be filled for ten (10) working days from the list of available substitute drivers. After the initial ten (10) day period, the vacancy shall be filled by the most senior substitute desiring the vacancy, who shall then remain in the position until the regular driver returns. The substitute shall enjoy the status of a regular driver except that they shall receive only those benefits granted to a substitute driver under the Labor Agreement.

ARTICLE VII. BUS DRIVER EDUCATION

Section

7.1 Bus Driver Classes:

All drivers must attend the school bus drivers' education classes in accordance with the state law, or as directed by the school Board. Pay will be regular rate as in Schedule "A" of this agreement.

7.2 Information to Safety Committee:

Information regarding whether drivers have or have not attended classes will be made available to the Safety Committee.

- 7.3 A. Employees must have their yearly physical examination to obtain their new Medical Examiner's Certificate prior to the expiration of their current Examination Certificate.
- B. Employees must maintain their credentials in continuing education mandated by the State of Michigan.

- C. Employees are required to submit reports or information for reports throughout the year.

ARTICLE VIII. LEAVE OF ABSENCE

Section

8.1 Personal Disability Leave:

Any employee whose personal illness or accident extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for a period equal to his time of employment, but not to exceed two years. Employees with work-related disabilities shall also be granted a leave of absence without pay for a period equal to his time of employment, but not to exceed two years.

The leave shall be reviewed each ninety (90) days and may be extended for like periods up to the aforesaid maximums. During the period of absence, the employee shall not engage in gainful employment unless agreed to by the employer. Failure to comply with this provision shall result in complete loss of seniority rights to the employee involved. The employee should make suitable arrangements for the continuation of insurance coverage after the expiration of the employer paid benefit.

- a. Board Physical Examination: The Board reserves the right to have the employee examined by a physician of the Board's choice at the expense of the Board. The employee's return to work is contingent upon the physician's report.

8.2 Leaves Charged Against Sick Leave:

Leaves of absence with pay chargeable against sick leave allowance shall be granted for the following reasons:

- a. Serious Illness in Family: A maximum of five (5) days per year for serious illness in the immediate family living in the same household. Proof of serious illness shall be furnished if required by the Board.

b. Personal Business Days: Three (3) days per year for the conducting of personal business affairs which cannot normally be handled outside school hours. Personal business days will be taken only after securing the permission of the Supervisor or his designee. Extension may be granted by the Supervisor or his designee.

c. In addition to the benefits displayed in the labor agreement, the Board and the Union agree that contractual provisions shall be coordinated with the Family and Medical Leave Act.

8.3 Leaves Not Charged Against Sick Leave:

Leaves of absence with pay not chargeable against sick leave allowance shall be granted for the following reasons:

a. Death in Immediate Family, Three Days: A maximum of three (3) days for death in the immediate family. Immediate family shall be defined as spouse, father, mother, brother, sister, father-in-law, mother-in-law, children, grandparents, or grandchildren. If needed, additional time may be granted at the discretion of the Assistant Superintendent.

b. Funeral - Others, One Day: One (1) day for the attendance at the funeral services of a brother-in-law, or sister-in-law. Extension may be granted by the Assistant Superintendent.

c. Jury Service: Absence when called for jury service.

d. Court Appearance: Court appearance as a witness in any case connected with the employee's employment or the school.

e. Selective Service Physical Exam, One Day: One day to take the selective service physical examination.

f. Fees Signed Over to School: Any employee who is off work for any approved reason and receiving pay or fee may sign over to the school district any money received for the service. The school district, in turn,

will then authorize a full day's wages for each full day of service fees received.

8.4 Maternity Leave:

A maternity leave will be granted in accordance with federal and state regulations. Employees must return from pregnancy leave upon release by their doctor.

Any employee having been granted maternity leave must notify the Board at least two (2) weeks before the employee intends to return to work.

8.5 Peace Corp Leave:

Leave of absence shall be granted without pay up to two (2) years to any employee who enlists in the Peace Corp as a full-time participant. Such employee shall be restored to employment with the district and shall be given the benefit of any increments which would have been credited to him had he remained in active service with the school system provided, however, that such employee shall make application to return to work within ninety (90) days after discharge from the Peace Corp.

8.6 Public Office Leave:

An employee elected or selected for public office which takes him from his duties with the school system, shall upon prior written request receive a leave of absence without pay as required to perform the duties of such office. Such leave shall not involve loss of seniority, but frozen until such time the employee returns to work.

8.7 Personal Leave:

Leaves of absence without pay for reasons other than working for another employer may be approved by the Board or its agent to employees for a period not to exceed sixty (60) working days. Such leaves shall have the written approval of the Board and the Union Grievance Committee. If such leave is extended beyond the sixty (60) days, it shall become considered vacated and shall be filled by the most senior substitute. This provision shall not apply to other leaves specified in this labor agreement.

8.8 Armed Forces Leave:

Any employee who has completed his probationary period and who has entered, or who enters, the armed forces shall be restored to employment, providing application is made within ninety (90) days after discharge from service; in the case of disabled veterans, within ninety (90) days of completion of hospitalization. Restoration shall be on the basis of accumulated seniority, and to wage rate and status the returned employee would have reached in normal wage progression had he not left the employment of the Board.

8.9 Veterans Educational Leave:

Any returning veteran desiring to pursue a course of study in accordance with the federal law granting him such opportunity, before or after returning to his employment with the Board, however, must notify the Board and the Union in writing at least once each year of his continued interest to resume active employment upon completing his course of study. During said leave, seniority shall not accrue.

8.10 Union Position Leave:

The Board shall grant a leave of absence with accrual of seniority upon application of any employee who accepts a position with a local, international union, federated union bodies, and government and civic organizations provided, however, that such employee makes annual application for annual extension during the last thirty (30) days of each year of such leave of absence and provided further that upon returning to work such employee must be able, after a physical examination on the request of the Board, to perform the work of the job to which he is returning or to such other job as he might be capable of performing. The employee may bump the regular employee with the lowest seniority. Leaves totaling thirty (30) working days or less in any one school year shall not be subject to the preceding sentence.

8.11 Transfer Outside of Unit:

Any employee in the bargaining unit who had been transferred to, promoted heretofore, or hereafter, from the bargaining unit to a position outside of the bargaining unit, shall have his seniority frozen and he shall not accrue further

seniority until he returns to the bargaining unit. If he is subsequently relieved of such position because of lack of work of inability to perform the work, or at his own request, the Board must give the employee the opportunity to return to the bargaining unit. After returning to the bargaining unit he shall have the benefit of all seniority he had or may accrue in the bargaining unit.

8.12 Accommodating Returns from Leave:

The regular driver with the least amount of seniority shall be laid off if necessary to accommodate the rehiring of the employee who is returning from leave of absence as defined by the contract.

8.13 Educational Improvement Leave:

Upon prior written notice, leaves of absence without pay shall be granted for periods not to exceed one year for the purpose of educational improvement. Such leaves shall only be granted to the employees who have seniority. Seniority shall be frozen as of the day the educational leave is granted and shall be reactivated upon the return or placement on the substitute list. Notice shall be in writing.

8.14 Openings Created by Leaves:

Job openings created by leaves of absence, as in 8.13, shall be posted in accordance with Article VI of this agreement.

8.15 Notice of Return from Leave:

Employees returning from a leave of absence as defined in Section 8.1 (if over thirty (30) days), 8.5, 8.6, 8.9, 8.10, 8.11, 8.13 are required to give at least two weeks written notice.

ARTICLE IX. SICK LEAVE

Section

9.1 Sick Day Allowance/Accumulation/Use:

Regular drivers shall be allowed six (6) days per semester, twelve days per school year. The district will provide sick day limits of 72. Regular drivers will return to their own job. Regular drivers will be paid at the six (6) hour guarantee for each sick leave day used.

The foregoing shall be credited to each employee at the start of each semester. Substitute drivers shall be allowed one (1) day sick leave for each fifteen (15) days work. The purpose of sick leave accumulation for substitute drivers is: a) to allow accumulation in the event of placement to regular driver status, and/or b) to allow accumulation in the event of termination in good standing of the substitute driver.

- a. No sick day shall be paid the first three (3) days of illness unless the employee shall have an accumulation of twelve (12) days of unused sick leave. In the case of hospitalization or disabling accident, sick leave begins on the first day.
- b. The Board reserves the right to have the employee furnish proof of sickness to the Supervisor of Transportation.
- c. Substitute drivers who are filling a vacancy of a regular driver for a twenty (20) working day period or longer shall be entitled to use sick days while on such assignment, and shall not lose the opportunity to return to the assignment.

9.2 Sick Day Pay Off:

Any employee who, after seven (7) years terminates his employment in good standing, shall be paid in full for the first twenty-five days and twenty dollars (\$20.00) per day for each additional unused accumulated sick day with the total not to exceed \$1,440.

Retirement Notice:

For budgetary purposes, the Board would appreciate knowing as far in advance as possible of an employee's decision to retire.

9.4 Notice of Hospital Admission/Discharge:

Any employee who is admitted to the hospital must notify school administration that he/she is not available for driving. Upon discharge from the hospital, the employee shall report in not less than three (3) days his/her anticipated time off to the Bangor Township Schools. It is the bus driver's responsibility to report first to school administration and, if not available, to the Driver/Dispatcher the day before they return to work. Failure to do so can result in loss of pay for that day.

9.5 Notice of Absence:

Any employee who is absent from work due to illness shall state how many days they are going to be off. The day before they return to work, they shall notify school administration or Driver/Dispatcher of their return during working hours. Failure to do so can result in loss of pay for that day.

9.6 Required Doctor's Release:

Any employee off three or more consecutive days shall have a release from the doctor before they can drive.

9.7 Upon Return from Leave:

An employee returning from paid or unpaid sick leave shall resume the route they had prior to their disability or, if in possession of a doctor's release at the time of the bid meeting, they shall be allowed to bid.

ARTICLE X. GRIEVANCE PROCEDURES

Section

10.1 Grievance Definition/Steps 1-5:

Should differences arise between the Board and the Union, or its members employed by the Board, as to the meaning and application of the provisions of this agreement, or should any local trouble of any kind arise between the Union and the Board, there shall be no stoppage of work by the employee covered hereby on account of such differences but an earnest effort shall be made to settle such difference immediately in the following manner:

Step 1: Between the aggrieved employee, a committeeman and the supervisor, who must give an answer within two (2) working days.

Step 2: If the grievance is not settled in Step 1, within five (5) working days the employee or the employee's committee may file a grievance in writing on forms furnished by the Union, and present two (2) copies to the supervisor who shall have five (5) working days in which to reply in writing. When the grievance is reduced to writing, the grievance will be limited to the scope of the written grievance and the Board's written answer.

Step 3: If the grievance is not settled in Step 2, the Grievance Committee may, within five (5) working days from receipt of the supervisor's answer then submit a copy of the grievance to the Director of Transportation. A meeting will then be held as soon as possible, but not later than five (5) working days, between the Board representatives and the Grievance Committee for the discussion of the grievance. The decision of the Board representative shall be made in writing within five (5) working days after the meeting.

Step 4: Should Step 3 fail, a meeting must be held between representatives of the national organization of the Union, the Grievance Committee, and school Board or their representatives. Such meeting shall be held within five (5) working days from the Board's answer in Step 3 and the Board must give its answer within five (5) working days following such meeting.

Step 5: In the event the adjustment is not made and the dispute shall not have been satisfactorily settled, the matter shall then be referred within fifteen (15) working days from the Board's answer in Step 4 to an impartial arbitrator to be appointed by mutual agreement of the parties hereto. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern with arbitration hearing. Neither party shall be permitted to insert in such arbitration proceeding any issue which had not been set forth in the original grievance. The arbitrator shall have no power to alter or add to or subtract from the terms of this agreement. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law which is violative of the terms of this agreement. An arbitration hearing will be held which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The cost of the arbitrator shall be borne equally by the school Board and the Union.

10.2 Failure to Proceed:

After the grievance has been reduced to writing the failure of a grievant to proceed to the next step of the grievance procedure within the time limits as set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the Board, or its representative, to respond to any step within the time limits specified shall permit the grievant to proceed automatically to the next step. All time limits may be extended by mutual agreement in writing.

10.3 Prompt Processing:

The Board and Union agree to process grievances promptly in accordance with the grievance procedure.

- a. Limits, Errors in Pay: Grievances with respect to errors in pay may be filed within thirty (30) working days from the issuance of the alleged erroneous check. All other grievances except those described in "B" of this section must be processed at Step 1 within

ten (10) working days from the occurrence which allegedly gave rise to the grievance.

- b. Limits, Errors in Layoff: In cases of layoff, a grievance claiming that an employee or employees were laid off out of line of seniority, must be filed in writing within five (5) working days from the date the Board first submitted a list to the Chairman of the Grievance Committee of the employee or employees so laid off.
- c. Limits, After Recall: Employees upon recall who have returned to work and find they have been deprived of their rights as outlined in this agreement, shall have five (5) working days in which to file a grievance.

10.4 Grievance Committee Service:

- a. Super-Seniority: Two committee members (Stewards) shall carry super-seniority (in the order of their seniority) as long as there is work they can perform and in which case they shall be the last employees to be laid off and the first to be returned unless they elect to resign. Super-seniority shall apply to layoff procedure only. Super-seniority shall not apply to summer work.
- b. Alternates: Alternate committeemen shall be recognized when the regular committeeman is absent. Alternate committeemen shall not have the super-seniority a regular committeeman has as outlined in this section.
- c. Meeting Times: The Grievance Committee shall meet with management at such times as may be determined to be necessary and will not conflict with operations.
- d. Due to the nature of bus driving for school children and the problems caused by interruption of scheduled routes, Grievance Committee members must necessarily process grievances and attend grievance meetings during other than normal working hours.

- e. Employee's Right to Committee Presence: Any employee or group of employees who are called into any meeting regarding any matter which comes under the jurisdiction of the Union may request the presence of the President of the local and/or Unit Chairperson or a member of the Grievance Committee and such request shall not be denied.

ARTICLE XI. DISCIPLINE AND DISCHARGE

Section

11.1 Rules Established and Enforced:

The employer has the right to establish reasonable and necessary rules and the right to enforce same through the Discipline Procedure. Rules will be posted on the bulletin board fourteen (14) days prior to their effective date and, upon request, discussed with or explained to the Union prior to implementation. The employees or the Union have the right to take up grievances regarding discipline matters.

11.2 Just Cause:

After completion of the probationary period, no employee shall be disciplined or discharged without just cause.

11.3 Presence of Committee Person:

An employee (or group of employees) who is called into the office for the purpose of investigating matters which could result in disciplinary action for such employee(s) may request the presence of a committee person, and such request will not be denied. Employees will not normally be disciplined in the presence of students or other school employees.

11.4 Personnel File Review:

- a. A unit member has the right upon his/her own request to review the contents of his/her personnel file. The review will be conducted in the presence of the administrator, or his/her designee, responsible for the safekeeping of such file. The employee may

have a committee person assist in said review. Such review shall be conducted at a mutually agreeable time. A copy of requested material will be provided.

- b. In the event an employee disagrees with the contents of an item which has been placed in his/her file, the employee may submit a written statement explaining his or her position.

11.5 Discipline Procedure:

The purpose of discipline will be to correct behavior and will be progressive in nature. The following shall be the Progressive Discipline Steps applicable to any combinations of violations:

- Step 1: Verbal warning in office (documented)
- Step 2: Written reprimand
- Step 3: Two (2) day suspension with written notice
- Step 4: Five (5) day suspension with written notice
- Step 5: Discharge with written statement of just cause

Progressive discipline will be based on discipline recorded within the most recent twelve (12) month period.

It is recognized that certain offenses may require an immediate five (5) day suspension pending discharge. Included are:

1. Theft
2. Drinking and/or the possession of intoxicants or illegal drugs on the job
3. Flagrant insubordination
4. Leaving job without permission causing students lives to be endangered
5. Recklessness resulting in serious accident to self or others while on duty.

Offenses listed are not intended to be all inclusive.

ARTICLE XII. MISCELLANEOUS

Section

12.1 Union Bulletin Boards:

The Board shall provide bulletin boards for the Union's notices to its members which is of an informative nature to employees. Nothing contained in such notices shall be political or controversial not to reflect on the Board, school district, or its employees.

12.2 International Union Visits:

International representatives of the Union and the President of the Local Union shall be allowed to visit the yard during working hours provided the work schedule is not interrupted. The Board shall be advised in advance of each visit.

12.3 Union Delegates:

All delegates so designated by the Union to attend Union affairs shall be allowed time off to attend such affairs without pay provided notice is given in writing to the Supervisor of Transportation.

12.4 Paid Physicals and Licenses:

The Board of Education agrees to pay for physical examinations, CDL licenses, road tests, and classes required by the District to maintain said licenses and credentials. Regular employees shall receive their regular hourly rate for the first six (6) hours of a class held during normal driving hours while school is in session. Substitute drivers shall receive their regular hourly rate for the first two (2) hours.

All regular and substitute drivers shall receive two thirds (2/3) of their regular rate while attending classes that extended beyond the six (6) or two (2) hour guarantee referenced above, or while attending classes held in the summer.

12.5 Guarantee of Days:

The Board agrees to guarantee one hundred eighty (180) days work for each regular driver, and drivers shall be paid for all Act of God days when buses do not travel.

- a. 180 Days of Work: The Board agrees to guarantee one hundred eighty (180) days work for each regular driver.
- b. Pay for Act of God Days: All drivers, regular or substitute, shall be paid for Act of God days when buses do not travel provided they are scheduled to work that day.
- c. Split Schedule or Over 210-Day Year: In the event the school year should become more than two hundred ten (210) days or should the Board schedule split sessions, the Board agrees to meet with the Union as soon as possible, but in no event later than fifteen (15) calendar days from said announcement to discuss with the drivers the method of assignment of bus drivers to the changed runs.
- d. Changes in Law: When the district becomes responsible for making up Act of God days in September, 1986, it is understood that drivers will drive these days as part of their 180-day guarantee. If the present law should be changed so as not to require the district to make up these days, the former 180-day guarantee will remain in effect and drivers will be paid per 12.5.b. If a driver is absent for any excused absence and required to make up work when or if required by law, sick leave bank will be adjusted to reflect such make up work.

12.6 Excluded Employee Not to Work:

Employees excluded from the bargaining unit shall not perform work normally covered by the agreement except for the following reasons: 1) emergency, 2) instruction of employees, 3) the following exceptions shall be permitted: one vocational trade bus will be allowed for transporting vocational trade classes. It is understood that all drivers of school buses used by the bargaining unit must be certified.

Any event to which students are being transported by a primary bus must be driven by a unit driver. Any additional school vans or station wagons must be driven by a unit driver. When two events are scheduled for the same day in the same geographic area and the time frame can be worked out, a primary bus shall be used for both events. Any school employee not in the bargaining unit may transport students to specific events when numbers of students do not warrant the use of a primary bus.

Vans used for transporting students to specific events may be driven by any school employee not in the bargaining unit when the number of students does not exceed fourteen.

It is agreed that the board shall not use two vans to transport students to the same event.

12.7 Emergency Phone Calls:

Emergency phone calls and messages shall be delivered to the employees as soon as possible. Facilities for emergency use of the telephone by the employees shall be made available at no cost, except in the case of where the employee would make a toll call. Facilities will be made available for direct dial telephones when emergencies exist.

12.8 Credit Union Deductions:

On proper authorization from employees who so wish, the Board shall deduct from the employee's pay the amount designated to it by the employee and remit the same to proper offices in the credit union.

12.9 Vehicles Not in Unit Work:

Buses, station wagons, and their drivers, not in the regular bus fleet, are not covered by the terms and conditions of the agreement.

12.10 Printing of Agreement:

The Board agrees that it will split the cost of having this agreement printed and distributed with the Union.

12.11 Regular Drivers Requesting Sub Status:

When a regular driver requests to be taken off the seniority rostrum and become a substitute driver, such driver shall maintain his/her seniority with accrual of seniority as long as he/she remains a substitute but will waive his/her rights to bump until at such time the employee has informed the Board that he/she wants to return as a regular driver.

After informing the school Board of her desires of returning as a regular driver, the employee must then wait until there is a permanent vacancy or the following school year and will be given such regular driving job after the regular bidding procedure in accordance with her (or his) seniority.

12.12 Invalid Provisions:

In the event that any of the provisions of this agreement shall be, or become, invalid or unenforceable by reason of any federal or state law now existing, or hereafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions of the agreement.

ARTICLE XIII. SAFETY AND HEALTH

Section

13.1 General Duty Clause:

The Board shall make all reasonable provisions for the safety and health of its employees during the hours of their employment and no employee shall be required to work under unsafe conditions.

13.2 Joint Safety and Health Committee:

A joint safety and health committee shall be established by the Board and the Union and the Union shall appoint at least two (2) members for such committee. This committee shall meet periodically to discuss health and safety conditions within the bargaining unit.

13.3 Workers' Compensation and Sick Leave:

No employee shall receive Workers' Compensation benefits and sick benefits simultaneously.

13.4 Pay on the Day of Injury:

When an employee is involved in an occupational accident or sickness covered by the Workers' Compensation Act, on the day of such an injury, the Board shall furnish transportation to the doctor's office or hospital for such injured employee. In addition, such injured employee shall be paid for any time lost from work on the day of the injury. The Board reserves the right to require further examination of the employee by a doctor of the Board's own choosing and at the Board's expense.

13.5 Occupational Accident Treatment:

Employees involved in an occupational accident or sickness shall be treated by a doctor of their own choosing.

13.6 Occupational Disabilities:

In the event an employee sustains occupational disability and becomes handicapped as a result thereof, an effort will be made by the Board to provide such handicapped employee suitable employment as is available.

**ARTICLE XIV. CHARTER RUNS, EXTRA RUNS,
ATHLETIC RUNS, AND ALL
EDUCATION RUNS**

Section

14.1 Regular and Substitutes on Extra Run Board:

At the beginning of each school year the Supervisor or his designee may place all regular and substitute drivers on the extra run board.

Upon request of the Union, the substitute drivers will be dropped from the extra run board at the end of the regular school year. The new board will start again in August. The

intent of this paragraph is to make substitute drivers ineligible for summer runs unless all regular drivers have refused summer work.

In addition to the above, the Board will maintain the extra run board as it has been done previously.

14.2 Removal from Board:

Drivers who refuse two (2) consecutive calls without a reasonable excuse shall be removed from the special trip board for that school year.

14.3 Special Trip Board:

A special trip board in the order of seniority shall be maintained at the Transportation Office, so that all employees may observe the posting. Postings shall be made daily and the Board agrees to take immediate action to correct any inequities through the scheduling of future trips. Any extra run two (2) hours or over will be classified as a special trip.

14.4 Committee Board Review:

The committeemen shall review the special trip board with the Board representatives when it appears to be necessary and at a time agreed upon by both parties.

14.5 Required Special Trips:

The Board shall have the right to require employees to work a reasonable amount of special trips provided, however, that any senior employee may refuse to work special trips. If no employees desire to work special trips, the employees qualified to do the work and having the least seniority shall be required to perform same, provided he has made application and is on the list.

14.6 Probationary Working Special Trips:

Probationary employees shall not be allowed to work special trips until all senior employees on the list have refused or are working special trips.

14.7 Recording Trips:

All special trips worked or refused shall be recorded on the special trip board. Example: (R) Refused; (S) Sick; (E.) Excused.

14.8 Notification of Trips:

Employees will be notified of special trips at least twenty-four (24) hours in advance, when possible. Notice of special trips to be posted on bulletin boards.

14.9 Trip Refusal:

All special trips refused shall be recorded as though worked and sickness shall be recorded also as though worked.

14.10 Charging Highest Hours:

Probationary employees may file an application for special trips during the first ten (10) days of their employment and they shall be identified appropriately on the special trip board.

When an employee becomes eligible for special trips in accordance with the agreement he shall be charged with the highest number of hours appearing on the board for any driver on the day he becomes eligible.

14.11 Posting Paid Hours:

Posting of special trip hours shall be for the actual hours paid and shall reflect any overtime payment.

14.12 Meal and Lodging Allowance:

Employees required to be out of the school district on special trips shall be allowed an allowance as follows--(receipt is required showing actual expenditure):

Breakfast	\$3.00
Noon Lunch	\$4.00
Evening Dinner	\$8.00

Lodging when required will be paid for on the basis of an itemized invoice or receipt.

14.13 Turning in Run Time and Allowance:

All hours, mileage, food cost and lodging for any extra runs shall be turned in to the Supervisor or his designee by ten a.m. (10:00 a.m.) the next working day in person or by telephone when necessary.

14.14 No Trading of Special Trips:

Employees may not trade special trips except fill-in runs may be exchanged.

Note: Charter runs, extra runs, athletic runs, and all education runs are referred to as SPECIAL TRIPS in this Article XIV.

14.15 Call to Work Pay:

In the event a driver, either regular or substitute, is called to work and no work is available, they will be guaranteed a minimum of two hour's pay.

14.16 Extra Runs Against Guarantee:

All guaranteed hours that are in excess of their actual run time shall be applied against any extra run that they have on any given day. Only time in excess of the guarantee shall be placed on the run board.

There will be no Board charge for fill-in runs.

14.17 Conflicts with Regular Run:

When a scheduled extra run for a regular driver conflicts with their regular run, they will drop their morning or afternoon runs as necessary.

14.18 Runs Greater Than Eight (8) Hours:

In the event an extra run will be greater than eight (8) hours in length, the regular driver may be required to adjust or drop his/her regular run for that day.

14.19 6 P.M. Obligation:

Any driver who is no longer on the extra-run board will be obligated until six (6) o'clock p.m. in order to earn the six (6) hour guarantee.

14.20 Run Refusal During Guarantee:

Any time a driver refuses a run during their six (6) hour guarantee they will lose the guarantee for that day and will be paid their actual run time.

ARTICLE XV: INSURANCE

Section

15.1 Option A:

The school district will provide single-subscriber health care protection for a full twelve months for all regular full-time drivers. This policy shall be substantially equal to, but not limited to, the MEBS Four Star Plan. In addition, the school district will provide single-subscriber vision insurance (substantially equal to VSP II) and single-subscriber dental insurance (substantially equal to Blue Cross MBL800 50/50 preferred plan) for a full twelve months.

15.2 Option B:

Those regular full-time drivers electing not to participate in the single subscriber medical program will be provided with salary protection beginning with the eighth day (per MESSA's salary protection schedule or equivalent), single-subscriber dental insurance (equivalent to Blue Cross MBL800 50/50 preferred vision insurance (equivalent to VSP II) and \$15,000 term life insurance with AD and D.

15.3 Option C:

Any regular full-time driver not electing Option A or B may choose a payment of \$115.00 per month in contract year 1994 and \$130.00 per month beginning November 1, 1995, to the school district annuity plan of his or her choice.

15.4 Life Insurance:

All regular full-time drivers shall be provided with a minimum of \$10,000 term life plus AD and D coverage as provided in the health or salary protection package and/or other combinations.

15.5 Increases:

The Board will pay per-member insurance cost increases up to a total of fifteen percent (15%) after the July, 1995 rate setting. If total annual percent increases shall exceed fifteen percent (15%) after the July, 1995 rate setting, the additional cost shall be split equally between the Board and the employee in the second year.

15.6 Duration of Coverage:

If a full-time driver or dispatcher is absent because of illness or off-the-job injury and notifies the employer of such absence, the employer shall continue to make the required payments to the group insurance plan for a period of four (4) months after the expiration of the employee's sick leave accumulation.

If an employee is injured on the job or contracts an illness deemed job related, the employer shall continue to make the required payments until the employee returns to work; however, such payments shall not be paid for a period of more than twelve (12) continuous months.

If an insured employee is laid off due to reduction of work force, the employer shall continue to provide insurance coverage for the balance of the month in which the layoff occurs plus one (1) additional month. The employee is responsible for additional premium payments to the employer no later than the first day of the month that the employee chooses to be covered by the insurance until such time that the employee is recalled to work. The employee may continue insurance coverage by personal premium payment for a period of up to three (3) years after layoff as provided for by federal law.

ARTICLE XVI: GENERAL PROVISIONS

Section

16.1 Time Spent for Repairs:

All necessary time spent by employees taking their bus to the garage for repairs, having tires repaired, etc., will be paid at the regular hourly rate.

16.2 Subcontracting:

Prior to the sub-contracting out of any or all work currently performed by members of Local 7380, the Board agrees to give the International and Local sixty (60) calendar days notice prior to implementation of the Board's decision to sub-contract. During the sixty (60) day time period, the Board and the Union shall meet and negotiate the impact on the employees.

ARTICLE XVII: NEW AGREEMENT

This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the School District and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XVIII: LENGTH OF CONTRACT

The terms and conditions of this agreement are effective as of July 1, 1994, and shall continue in full force and effect and be legally binding upon the parties hereto until November 1, 1996, and unless either party shall give a written notice to the other at least sixty (60) days prior to November 1, 1996, or November 1, of any year thereafter, of its desire to modify, amend or terminate this agreement, the same shall automatically be renewed under the same terms and conditions for a period of one year and so on from year to year.

Notwithstanding the foregoing paragraph, the Union shall have the right to reopen the Agreement for negotiation of Article XV,

Insurance and Schedule A, Wage Rates and Classifications only, by giving written notice to the Employer at least sixty (60) calendar days prior to November 1, 1995, and/or November 1, 1996.

SECTION 18.1: IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, duly authorized, as of the day and date first written above.

BANGOR TOWNSHIP
BOARD OF EDUCATION

UNITED STEELWORKERS
OF AMERICA-AFL-CIO-CLC

Chief Negotiator

Int'l. President

Committee Member

Int'l. Secretary

Committee Member

Int'l. Treasurer

Committee Member

Int'l. Vice President

District Director

Staff Representative

LOCAL UNION 7380

Chairperson

Secretary

Committee

Committee

SCHEDULE "A"

WAGE RATES AND CLASSIFICATIONS

Classification	Hourly Rate Effective	
	7-1-94	7-1-95
Transportation Coordinator/Dispatcher*; Regular, Sub, and Short-Time Drivers	\$10.41	\$10.77
Probationary	\$ 9.20	\$ 9.52

*Transportation Coordinator/Dispatcher

The Transportation Coordinator/Dispatcher shall be a bargaining unit position to be filled at the Districts discretion from bargaining unit employees or from outside candidates. Bargaining unit employees expressing an interest in the position shall be given first consideration. Qualifications, as determined by the District, shall be the sole criteria in selecting the Transportation Coordinator/Dispatcher. The position shall include supervisory responsibilities (on a group leader basis) along with any other duties assigned by the District. The Transportation Coordinator/Dispatcher shall be able to perform all of the duties of employees within the bargaining unit, including driving.

The Transportation Coordinator/Dispatcher shall be a full-time position with a guaranteed eight (8) hours per day. In cases of layoff, the Transportation Coordinator/Dispatcher shall be the last to be laid off.

In addition to the hourly rate of pay, the Transportation Coordinator/Dispatcher shall be paid a stipend in the amount of \$5,517 based on 1,600 hours worked per year, paid in equal bi-weekly installments. The Transportation Coordinator/Dispatcher shall also receive one (1) week paid vacation to be taken during the summer, and the Board will pay the costs of the Transportation Coordinator/Dispatcher's school employees' retirement program.

The rates stipulated in this contract will not prevail in cases involving transportation and federal programs where the federal government has set a limit on the amount of monies which can be allotted to transportation of pupils.

Overnight trips: The employee will be paid for ten (10) hours per day at straight time or actual driving time whichever is greater.

Educational Benefit

Each employee shall be entitled to two classes per year, tuition free, offered by Bangor Township Board of Education. Classes need not be job related.

Bonus Payments

Lump sum bonus payments for each year of the Agreement are as follows:

Full-Time Drivers	\$150.00 at Spring Break 1994 \$150.00 at Spring Break 1995
Short-Time Drivers	\$75.00 at Christmas 1994 \$75.00 at Christmas 1995
Substitutes	\$75.00 at Christmas 1994 \$75.00 at Christmas 1995