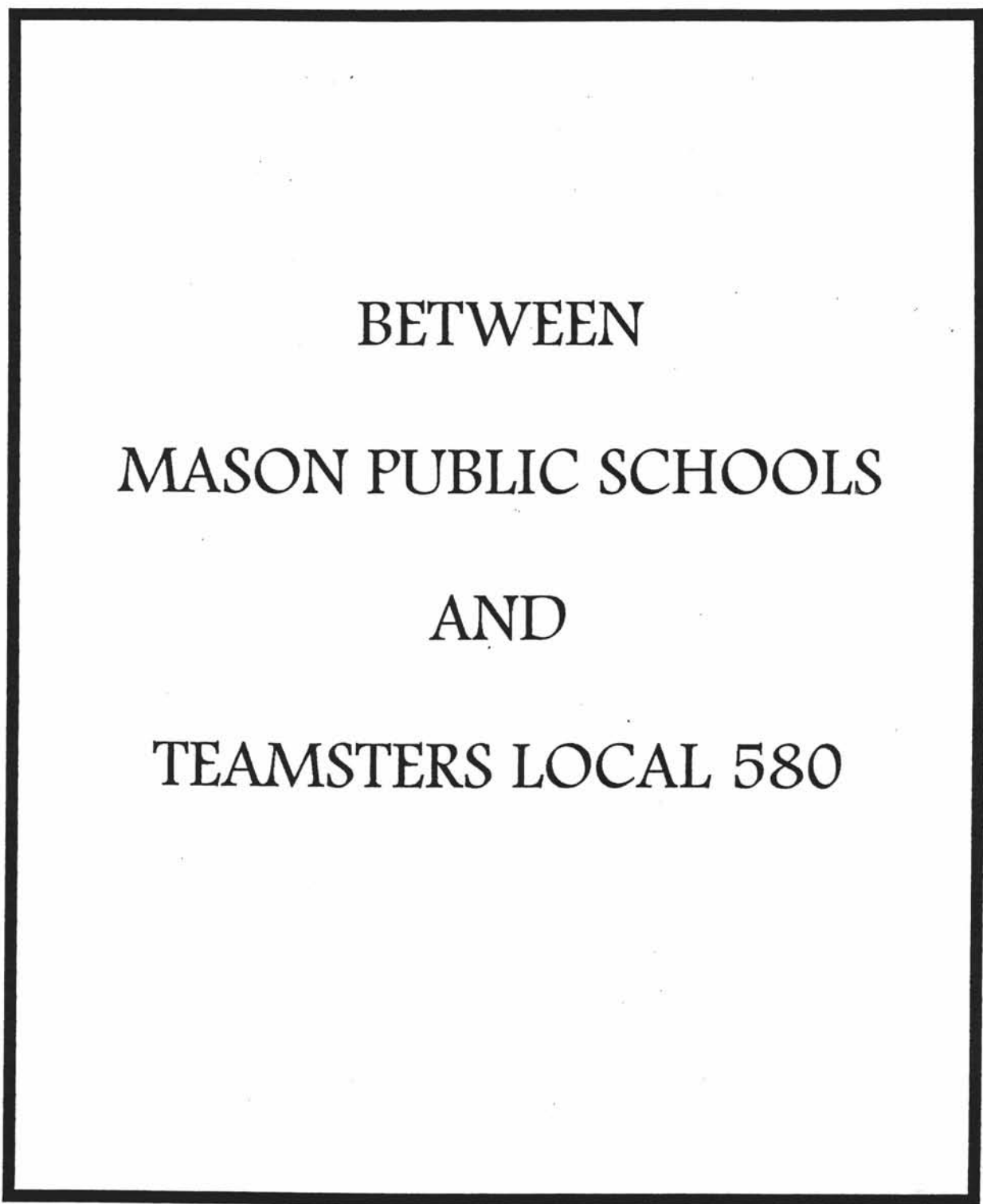


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AGREEMENT



BETWEEN

MASON PUBLIC SCHOOLS

AND

TEAMSTERS LOCAL 580

Mason Public Schools

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AGREEMENT BETWEEN the Mason Public Schools, hereinafter referred to as the "EMPLOYER" and Teamster Local Union No. 580, International Brotherhood of Teamsters, Independent, hereinafter referred to as the "UNION".

ARTICLE I - PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE II - UNION RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent in respect to rates of pay, hours of employment and other conditions of employment as defined by Act 379 of the Public Acts of 1965 as amended, for regularly employed bus drivers but excluding therefrom, mechanics, substitutes, casual employees, transportation supervisor, and all other supervisors and all other employees.

ARTICLE III - AGENCY SHOP

Section 1. When the Board needs additional bus drivers it shall give the Local Union opportunity with all other sources to provide suitable applicants, but the Board shall not be required to employ those referred by the Local Union.

Section 2. Membership in the Union is not compulsory. Bus drivers have the right to join, or not join, as they see fit. Neither party shall exert any pressure on or discriminate against any employee in regards to such matter.

- A. Accordingly, each bus driver in the bargaining unit shall pay his own way and assume his share of the obligation along with the grant of equal benefits contained in this Agreement.
- B. The Union is required under this Agreement to represent all of the bus drivers in the bargaining unit fairly and equally without regard to whether or not a bus driver is a member of the Union. The terms of this Agreement have been made for all bus drivers in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Board after certification by the Michigan Employment Relations Commission that the Union is the choice of the bus drivers in the bargaining unit.

Section 3. In accordance with the policy set forth under Section 2. of this Article, all bus drivers shall, as a condition of continued employment, pay to the Union, the drivers exclusive

collective bargaining representative, and amount of money equal to the Union's regular and usual dues and fees. For present bus drivers, such condition shall remain in effect, and for new bus drivers, the payment shall begin thirty-one (31) days following the date of employment.

The Teamsters local 580, in all cases of mandatory fee deductions, pursuant to MCLA 408.477; MSA 17.277(7), as amended, shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. The notice shall detail the non-compliance and shall further advise the bargaining unit member that a request for a wage deduction will be filed with the Board in the event compliance is not effected. If the bargaining unit member fails to remit the service fee or authorized deduction for same, the Teamsters Local 580 may request the Board to make the deduction. The Board, upon receipt of the request for involuntary deduction, shall provide the bargaining unit member an opportunity for a due process hearing, which shall be limited to the question of whether the bargaining unit member has remitted the service fee to the Teamsters Local 580 or authorized payroll deduction for same. Should a court find that involuntary payroll deductions are illegal or improperly authorized hereunder, such practice shall immediately be discontinued.

Upon written authorization by a Teamsters Local 580 member, the Employer will deduct the appropriate amount of the dues or Service Fee from the Teamsters Local 580 member's wages. The deductions will be made in equal amounts from the paychecks of the Teamsters Local 580 member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Teamsters Local 580 and continuing through the last pay period in June of each year. Monies so deducted will be transmitted to the Union or its designee, no later than twenty (20) days following each deduction.

Section 4. The Board agrees to deduct from the pay of each bus driver all regular dues of Local No. 580 and pay such amount deducted to said Local for each and every bus driver; provided however, that the Union presents to the Board authorizations, signed by such bus driver, allowing such deductions and payment to the Local Union. During the life of this Agreement, the Board agrees to deduct Union dues from the second pay of each month of each bus driver who submits a properly prepared authorization for check-off of dues form to the payroll department. The Board shall rely solely upon the information appearing on this form. Deductions shall begin after the form is received but shall not supersede any legally required deductions nor be required if the bus driver's pay is less than the amount of dues. Deductions for each calendar month shall be remitted to the Treasurer of Local No. 580 within two (2) weeks after the second payroll of each month.

A new employee shall work under the provisions of this Agreement but shall be employed only for a ninety (90) calendar day trial basis, during which period he/she may be discharged without further recourse; provided however, that the Board may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After ninety (90) calendar days, the employee shall be placed on the regular seniority list retroactive to the date of hire. In case of

discipline within ninety (90) calendar day period, the board shall notify the Union in writing.

The Union agrees that the intent of the "90 calendar days" means the employee must actually work all of the work days in the 90 calendar day period, i.e. days off sick do not count toward the ninety (90) calendar day period.

ARTICLE IV - JURISDICTION

The Board agrees to respect the jurisdiction of the Union regarding the assignments of members of the bargaining unit to drive regular, field and special trips, except that employees of the Employer not covered by this Agreement may drive only for the purpose of instructional training, experimentation or in cases of emergency. Emergency means when no regular and qualified substitute driver is reasonably available and experimentation includes route creation, revision and time studies.

ARTICLE V - NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and Local laws pertinent to the fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any persons because of race, creed, color sex, age, religion, national origin, marital status or Union activities.

ARTICLE VI - MANAGEMENT RIGHTS

Section 1. The Board of Education, on its own behalf and on the behalf of the electors of the School District, hereby retains and reserves unto itself 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, including, but without limiting the generality of the foregoing, the right:

- A. to the executive management and administrative control of the school system and its employees, properties and facilities;
- B. except as specifically and explicitly limited in this Agreement, the right to hire, transfer and promote employees, to lay off employees for lack of work, to reprimand, suspend, discipline and discharge employees for just cause, to establish reasonable rules and to maintain discipline of employees;
- C. in addition to the above, the Union recognizes there are rights and responsibilities which belong solely and exclusively to the District, such as, but not limited to, the decisions on all matters involving the type of work to be done, the location of the

operations, the means, methods and processes of work materials to be used, the right to introduce new and/or improved equipment or to remove equipment, and the right to introduce new and improved methods or facilities;

D. the exercise of the foregoing powers, rights, authorities, duties and responsibilities by the District, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of good judgement the discretion in connection therewith shall be limited by the specific and express terms of this Agreement hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE VII - STRIKE PROHIBITION

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

ARTICLE VIII - PICKET LINE

In the event of a primary picket line, drivers shall not be required to deliver children when the threat of violence would endanger the safety of the children or the driver. In such a case, drivers shall deliver children to the Transportation Center and await further specific instructions from their immediate supervisor.

ARTICLE IX - STEWARDS

Section 1. The Board recognizes the right of the Union to designate job stewards and alternates from the Board's seniority list. The authority of the job stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities.

- The investigation and presentation of grievances with the Board or the designated Board representative in accordance with the provisions of the collective bargaining agreement.
- The collection of dues when authorized by appropriate Local Union action.

Section 2. Job stewards and alternates have no authority to take strike action or any other action interrupting the Board's business. The board recognizes these limitations upon the authority of the job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Board in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement. Stewards shall be permitted reasonable time to investigate and process grievances on school property without loss of time or pay during his/her regular working hours, providing prior approval has been granted by the Supervisor. Such time spent

in handling grievances during 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 X - SENIORITY

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

Section 2. The Board shall provide a list of the employees arranged in order of their seniority. Such list shall be revised as changes occur, and shall be made available to the Union and individual employees. Within ten (10) days of providing the seniority list, any objection to the list shall be filed with the Director of Transportation. If no objections are filed, the list shall be final and conclusive.

Section 3. Seniority shall be broken only by discharge, voluntary quit or layoff for a period of more than one year. Leaves of absence may affect seniority as hereinafter provided.

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

Section 5. Stewards shall be granted super seniority for purpose of layoff and rehire only. Alternate Stewards shall not have super seniority.

Section 6. Any employee employed in a classification covered by this Agreement, who is or has been promoted or transferred to a non-unit position shall not accumulate seniority while he/she works in the non-unit position. If the employee is returned to a bargaining unit classification, he/she shall commence work in a job generally similar to the one he/she held at the time of his/her promotion or transfer and he/she shall maintain the seniority rank he/she had at the time of his/her promotion or transfer out of the unit.

Section 7. Probationary employees who are absent during the first ninety (90) calendar days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his/her probationary period until these additional days have been worked.

- A. After satisfactory completion of the probationary period, seniority shall be retroactive to the date of hire.
- B. An employee will lose his/her seniority for the following reasons:

1. he/she resigns;
 2. he/she is discharged for cause as specified in Article XI.
- C. Seniority shall be retained by an employee who is transferred to a supervisory position. The employee shall have the right to exercise his/her seniority that he/she has earned while he/she was a member of the bargaining unit if he/she returns to the bargaining unit from the supervisory position.

Section 8. In the event that two or more drivers are hired on the same date their seniority ranking shall be determined by drawing straws. The drawing of straws shall be conducted by the Union. Once the ranking is determined there shall be no changes on the list thereafter.

ARTICLE XI - DISCIPLINE AND DISCHARGE

Section 1. The Employer agrees not to discipline or discharge an employee without just cause. Generally, the Employer shall advise the employee of improper performance and conduct and give employees the opportunity to make suitable corrections prior to taking disciplinary action. For violation of policies, rules, procedures, or failure to perform duties properly, corrective discipline may include any of the following. It is recognized that the seriousness of a problem will determine the level of discipline.

- A. Verbal warning.
- B. Written reprimand.
- C. Suspension.
- D. Termination.

An employee will be subject to disciplinary action if he or she:

- A. conducts himself/herself in a manner unbecoming a school employee, such as drinking, cursing pupils or employees, being unkempt, stealing, etc.;
- B. is disrespectful to his/her co-workers, supervisors, or the school system;
- C. is convicted of a felony or circuit court misdemeanor and/or convicted of any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to property of the employer;
- D. is disabled and cannot meet the job-related requirements of the position held and, with

or without a reasonable accommodation, cannot perform the essential job functions;

E. demonstrates repeated and chronic tardiness, excess absenteeism, failure to report for work from a layoff within two (2) weeks after notice of recall mailed to last known address:

1. The Employer shall notify in writing the employee involved and the steward or any warning, disciplinary action, or discharge;
2. A record of all disciplinary actions shall be placed in the employee's personnel file. All employees' records, other than just of a confidential nature, may be reviewed by the employee upon request provided that the number of such requests are three (3) or less per year as defined by law, Act 397 of 1978, MCL 423.501, et seq.'

F. repeated and chronic tardiness, excess absenteeism, failure to report for work from a layoff within two (2) weeks after notice of recall mailed to last known address, failure to return to work from an authorized leave of absence at the agreed upon date, absence for one (1) working day without proper notification to the Employer and without a good and sufficient reason, or willful violation of agreed upon Employer Rules.

Section 2. The warning notice as herein provided shall not remain in effect for a period of more than two (2) years. Warning notices no longer in effect shall be removed from the employee's file.

Section 3. The Employer shall present in writing any complaint against an employee to the employee and a copy to the Union and job steward affected within five (5) working days of determining the validity of the complaint.

ARTICLE XII - GENERAL

Section 1. The Board agrees that it will allow the proper accredited representative(s) of the Union access to the school property during normal working hours for the purpose of policing the terms and conditions of this Agreement. The Union representative shall immediately announce his/her arrival to the Supervisor of Transportation. Consultation with the driver(s) shall not interfere with normal work duties.

Section 2. The Union shall have the right to examine payroll records pertaining to the computation of compensation of any employee whose pay is in dispute, or any other public record of the Board pertaining to a specific grievance.

Section 3. The Employer will attempt to keep the parking lot clean of ice and snow through appropriate use of salt and sand.

Section 4. Employees may have access to the Transportation Center office telephone in the event of an emergency or as determined in the discretion of the Transportation Supervisor or designee.

ARTICLE XIII - PAY PERIOD

Section 1. All regular employees covered by this Agreement shall be paid in full, every two (2) weeks, commencing not later than the third (3rd) week of employment.

Section 2. Each employee shall be provided with an itemized statement of his earnings and all deductions made for any purpose, upon request of individual employees or Union representatives.

Section 3. Upon installation of the School District's new computer, management will consult with the Union in developing itemization of the drivers' paychecks.

Section 4. Longevity will be paid by separate check.

ARTICLE XIV - EQUIPMENT, ACCIDENTS, REPORTS

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

Section 2. The initial operations of school buses shall be an administrative decision. When buses are operating on the route during inclement weather it shall be the right and responsibility of the individual driver to determine which portion of the route shall not be covered due to unusually dangerous conditions.

Section 3. Any employee involved in an accident shall immediately report such accident to the Transportation Supervisor and shall complete all required accident reports. Failure to comply with this provision shall subject such employee to disciplinary action.

Section 4. Employees shall immediately or at the end of their shift report all defects of equipment. Such reports shall be made by recording the problem on the at the Transportation Center or by submitting the request on the maintenance request form provided by the Board. Employees shall also place an entry in their log book indicating the nature of the problem reported.

Section 5. Employees will be informed when the tachometer is affixed to their bus.

ARTICLE XV - WORKERS COMPENSATION

The Board shall provide workers compensation benefits for all bus drivers as required by law.

In the event of work related injury or illness the employee shall be paid at his/her regular rate for the days off due to the injury or illness, not to exceed five (5) days in any one school year if workers compensation is awarded. When the award is confirmed, the five (5) days will be credited retroactively for each injury.

ARTICLE XVI - GRIEVANCE PROCEDURE

DEFINITIONS:

1. A grievance shall be an alleged violation, misinterpretation, or misapplication of the express terms of this contract.
2. No grievance shall be considered if not filed or appealed within the time limits specified herein.
3. Working days shall be defined as Monday through Friday, excluding all Holidays, except the last week of school, days converted to calendar days, excluding Saturday and Sunday.

STEP 1:

- A. Any employee having a grievance shall discuss the grievance informally with his/her immediate supervisor. If the grievance is not settled orally within five (5) days of its occurrence, the employee may discuss the alleged grievance with the steward within the five (5) days of the alleged infraction for submission under Paragraph B.
- B. The steward may submit the grievance in writing to the Transportation Supervisor within the five (5) day period specified above in Paragraph A., stating the remedy or correction requested plus the facts upon which the grievance is based and the alleged contract violation. The employee shall sign the grievance. The steward or alternate shall initial grievances to indicate its receipt.

STEP 2:

- A. The Transportation Supervisor shall within two (2) working days after submission of the grievance meet with the steward and the employee to discuss the grievance.
- B. The Transportation Supervisor shall give his/her decision in writing to the Steward and the employee, within two (2) working days of the meeting with the Steward and the employee.

STEP 3:

- A. Any appeal of a decision rendered by the Transportation Supervisor shall be presented to the Superintendent of Schools within five (5) working days of the receipt of the Transportation Supervisor's written decision.
- B. The Superintendent of Schools or his/her designee shall meet with the Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) working days following receipt of the appeal.
- C. The Superintendent of Schools shall give his/her decision in writing relative to the grievance within five (5) working days of the meeting with the Business Representative of the Union.

STEP 4:

- A. If the decision of the Superintendent of Schools or his/her designate is unsatisfactory, an appeal must be presented in writing to the Board of Education within five (5) working days of receipt of the Superintendent's decision.
- B. The Board of Education shall meet with the Business Representative of the Union at a time mutually agreeable to both parties, but no later than thirty (30) working days from the date of receipt of the appeal.
- C. The Board of Education shall give a decision in writing relative to the grievance within ten (10) working days of the Business Representative's meeting with the Board of Education.
- D. Board or Union has the right to ask for Mediation if discussion is unsatisfactory from Board of Education before going to arbitration, mediation must be requested within ten (10) days after board decision.

STEP 5:

- A. Individual employees shall not have the right to process a grievance at Step 5.
 - 1. If the Union is not satisfied with the disposition of the grievance at Step 4, it may, within thirty (30) days after the decision of the Board refer the matter for arbitration to the FEDERAL MEDIATION AND CONCILIATION SERVICE in writing and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected by the Federal Mediation and Conciliation Service in accordance with its rules, except each party shall have the right to peremptorily strike not more than five (5) from the list of arbitrators.

2. The decision of the arbitrator shall be binding on the Board and the Union.
 3. Powers of the arbitrator are subject to the following limitations:
 - He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - He/she shall have no power to establish salary scales or to change any salary.
 - He/she shall have no power to change any practice, policy or rule of the Board, nor substitute his/her judgement for that of the Board or any action taken by the Board, except where a practice, policy rule or action is in conflict with the express terms of this Agreement.
 - He/she shall have no power to interpret State or Federal Law.
 - He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
 4. After the case on which the arbitrator is empowered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.
 5. More than one grievance may not be considered by the arbitrator at the same time except upon mutual express written consent and then only if they are of a similar nature.
 6. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including expense of witnesses.
- B. 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) calendar days prior to the date on which the grievance was filed.
- C. The time limits provided in this Agreement shall be strictly observed but may be extended by the written agreement of the parties.
- D. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the life of the contract may be processed through the grievance procedure until resolution.

ARTICLE XVII - SICK LEAVE AND PERSONAL LEAVE

Section 1. SICK LEAVE may be earned as follows:

- A. Ten (10) sick days with pay shall be granted at the beginning of each school year. In the event an employee shall discontinue employment prior to earning sick leave used, his/her pay will be prorated accordingly.

A separate and distinct account will be set up for Kindergarten runs which shall not be applicable to regular run sick leave mentioned above. Kindergarten run drivers will be granted at the beginning of each school year, ten (10) days of sick leave from driving Kindergarten runs which may be accumulated to one hundred forty (140) days. It is expressly understood that these days may not be converted to the regular run sick leave account.

- B. Unused sick leave may be accumulated from year to year up to a maximum of one hundred forty (140) days.
- C. In the event a driver is off sick for any reason the runs are not run, the driver will not be charged a sick day.
- D. The Superintendent, in his/her sole discretion, may grant more than two (2) personal business days in a school year.

Section 2. SICK LEAVE may be used for the following reasons:

- A. PERSONAL ILLNESS OR INJURY.
- B. ILLNESS IN THE EMPLOYEE'S HOUSEHOLD.

Three days per period of illness of a member of the employee's family shall be granted. The intent of this provision is to provide the employee time to make arrangements for the care of the sick members of his/her household: Otherwise the School does not assume responsibility for family illness. The School reserves the right to require a certified report if a doctor is in attendance. In emergencies as defined by the approving administrator, additional leave days may be taken without pay.

In the event of a serious illness of a parent or parent-in-law, the driver's first recourse shall be to use personal business leave as defined in Section 4, below. Should the driver's personal business leave be exhausted, one day per period of illness of a parent or parent-in-law may be granted as provided in this section.

- C. SICK LEAVE USE FOR DOCTOR'S APPOINTMENTS.

Sick leave days may only be used for doctors' appointments when the doctor cannot see the employee at times other than when the employee must drive on the runs assigned. Prior to payment for doctors' appointments, the employee must furnish a written doctor's statement verifying that the appointment could not be held at times other than when the driver was assigned driving duties.

D. DEATH IN THE IMMEDIATE FAMILY.

A maximum of up to five (5) days may be granted at the time of death, when needed, in case of a death in the Immediate Family. The term "Immediate Family" is defined below:

Husband, wife, parents, grandparents, parent-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, grandparents-in-law, step parent, step sister, step brother, step child, or a person for whom the driver principally is responsible for financial and physical care.

E. FUNERALS OUTSIDE OF THE IMMEDIATE FAMILY.

One day may be granted for attendance at funerals of persons outside of the Immediate Family. If additional time is required it may be requested as personal leave. Use of this day may be limited to two (2) employees on any one day.

Section 3. In order to be paid for sick leave use, the driver must report the absence to the Transportation Supervisor at least (1) hour prior to the morning run and at least two (2) hours prior to the departure of the afternoon run. Emergencies which prevent the notice above may be waived by the Transportation Supervisor.

Section 4. PERSONAL BUSINESS LEAVE.

- A. Each year, two (2) of the sick leave days shall be granted for personal business. Notification of desire to take a personal business leave day shall be filed in writing to the Transportation Superintendent at least four days in advance, except in cases of emergency when a shorter notice may be acceptable.
- B. The Supervisor shall not be obliged to accept more than one application on any given day. The personal business day is not to be used the first or last day of any school semester or on a day immediately preceding or immediately following a vacation or holiday except in the case of an emergency.
- C. If at the close of the preceding school year, the employee shall not have used more than two (2) sick leave days including personal business days and shall have

accumulated thirty (30) sick leave days, then, in the following year the employee shall be entitled to one personal business day to be taken at the employee's discretion upon previous notification of at least one school day to the Transportation Supervisor. The Transportation Supervisor shall not be obliged to grant more than one (1) such application on any given day. Personal business days earned pursuant to this section shall not be deducted from the sick bank and shall be allowed to accumulate up to a maximum of five (5) days at the rate of one day per year.

Section 5. In any situation where the physical or mental fitness of the driver to perform is in question, including but not limited to situations of pregnancy, return from sick leave or return from health and hardship leave, the Board may require a statement from the driver's physician.

The Board reserves the right, at its option to have the driver's physician's findings and recommendation reviewed by a Board designated physician, who may make an independent examination of the driver, at the Board's expense. If the Board's physician's recommendation differs, the Board's physician will consult with the driver's physician in an effort to produce a uniform recommendation. Should they be unable to agree, the driver will be referred to a third physician, mutually acceptable to both the Board's and the driver's physicians, and the third physician's recommendation shall be controlling.

Section 6. Upon return to work from sick leave, the employee must fill out and sign the form provided by the Supervisor in order to collect sick leave benefits. Management reserves the right to demand a written doctor's statement where there is suspected abuse of sick leave and in all cases where worker's compensation claims are filed. In cases of suspected abuse, the Supervisor shall notify the steward of the facts and circumstances in an attempt to cure the problem prior to demanding a doctor's statement.

Section 7. Other absences with full pay and benefits, not chargeable to sick leave:

- Appearance in court when subpoenaed or requested by the School District.
- Attendance at a function when required by the Board.
- Mechanical failure which closes the school.
- A period of not to exceed ten (10) working days in one school year may be granted for jury duty. An extension beyond ten (10) days will be granted when the continuation of a specific case necessitates it. The Board shall pay the difference between the driver's regular pay and the pay received for jury duty.

Section 8. None of the foregoing leaves with pay shall be used in the computation of overtime.

Section 9. HOLIDAYS.

The following holidays shall be paid for at the rate of each employee's regular hours pay for the holiday in addition to any monies the employee may earn on such holidays:

Memorial Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Years Eve Day
New Years Day

Full day on Good Friday if school is not in session. If school is in session on Good Friday, the employee shall receive time and one-half (1 1/2) the hourly rate for hours worked.

In order to be eligible for holiday pay, the employee must work the last scheduled day prior to the holiday and the next scheduled workday after the holiday unless on a valid sick day off which constitutes a day worked.

- Sick leave will not be deducted for holidays. An employee on paid sick leave will receive Holiday Pay.

Employees who are serving their ninety (90) day probationary period are not entitled to holiday pay for the holidays falling within such probationary period. If any holiday falls within the thirty (30) day period following an employee's layoff due to lack of work, and such employee is also recalled to work during the same thirty (30) day period but did not receive any holiday pay, then in such case he/she shall receive an extra day's pay for each holiday, in the week in which he/she returns to work. Said extra day's pay shall be equivalent to each employee's regular hours at the straight time hourly rate specified in this contract. An employee who is laid off because of lack of work and is not recalled to work within the thirty (30) day period is not entitled to the extra pay upon his/her return to work. Under no circumstances shall the extra pay referred to herein be considered as hours worked for weekly overtime.

Section 10. Family Medical Leave Act:

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve (12) months and worked at least One thousand two hundred and fifty (1,250) hours during the prior twelve (12) month period without pay for one or more of the following reasons:

- (a) due to the birth of the employee's child in order to care for the child;

- (b) due to the placement of a child with the employee for adoption or foster care;
- (c) due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
- (d) due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves one (1) in-patient care in a hospital, hospice, or residential medical care facility or two (2) continuing treatment by a health care provider. Any leave taken under this contract for the above purposes shall be charged against the driver's leave entitlement under the Family and Medical Leave Act at the election of either Board or the driver. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

ARTICLE XVIII - UNPAID LEAVES OF ABSENCE

Section 1. HEALTH AND HARDSHIP LEAVE.

- A. Any driver whose personal illness extends beyond the period covered by accumulated sick leave may be placed on health and hardship leave for a period of time necessary for complete recovery, but not to exceed the balance of the current school year. Renewal of the leave shall be at the discretion of the board.
- B. Upon recovery, the driver shall be required to submit a physician's statement attesting to the driver's ability to fully perform the duties of his/her position, subject to Article XVIII, Section 5.
- C. Upon granting of the leave, the Board shall specify the beginning and ending dates of the leave.
- D. Drivers who have been on health and hardship leave at the end of a school year shall be granted an extension of that leave if they are physically unable to return to work at the beginning of the following school year. The leave extension granted under this provision shall extend one calendar year beyond the beginning date of the original health and hardship leave.

Drivers returning from health and hardship leave within the same school year that the disability occurred shall be reinstated in position. Drivers who have requested an extension of the health and hardship leave may return upon submitting a physician's statement as provided for in Section 1.B.

Section 2. Pregnancy related disabilities will be treated the same as any other disabilities. It is expressly understood that this section shall not apply to child care. In the event a driver exhausts her sick leave before regaining physical fitness to perform her duties, she may apply for leave of absence in accordance with Section 1 of this Article.

Section 3. During absences including health and hardship leaves:

- A. Seniority does not accrue;
- B. Salary increments do not accrue;
- C. Reinstatement in position is not guaranteed except as specified in Section 1.D. of this Article.

Section 4. GENERAL LEAVE.

The following conditions shall apply to all other extended leaves covered under this Article unless otherwise indicated.

- A. Requests for leaves shall be in writing. Drivers requesting general leave shall indicate the reason for which the leave is requested.
- B. All general leaves shall be limited to one (1) year. Extensions may be granted by the Board.
- C. Leave of absence days shall not accrue but unused leave of absence days held at the start of the leave shall be retained.
- D. Written notice to the Superintendent of intention to either return or resign shall be given by March 1st of the year in which the leave expires.
- E. Re-employment during the school year shall be at the discretion of the Board.

ARTICLE XIX - EXTRA CONTRACT AGREEMENTS

The Board agrees not to enter into any agreement with any other Labor Union during the life of this Agreement with respect to employees covered by this Agreement nor to interfere with the collective bargaining representation by the Union, through individual bargaining.

ARTICLE XX - PHYSICAL AND LICENSES

Section 1. When required annual physical examination is given by the Board designated physician, the full cost of the examination shall be paid by the Board. Drivers going to their own

physicians shall be reimbursed in accordance with the following schedule, upon presentation of a doctor's statement:

\$80.00

All physicals shall be completed with the filing of the card with the central office no later than November 1 of each year of this Agreement. An employee will be subject to termination upon failure to file in accordance with the above.

The Board will pay for the cost of C.D.L. renewal (or initial acquisition including test expenses) so long as the cost of testing and the initial license or any renewal thereof is not due to the fault of the employee (i.e. getting a ticket requiring new testing or because of revocation because of driving record).

The Board will pay the cost of the T.B. examinations required by law. The Board will only pay the amount uniformly charged by the Ingham County Health Department for the T.B. examination, except when an X-ray is required, the Board will pay up to the following upon presentation of the doctor's statement -- \$55.00 (July 1, 1997-June 30, 2000).

ARTICLE XXI - ROUTE OPENINGS

Drivers shall remain on the route they are presently on, and when other routes open they will be posted within three (3) working days and will be filled on the sixth (6th) workday. Routes will be awarded on the basis of seniority.

ARTICLE XXII - SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union.

Section 2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the terms of and conditions herein.

Section 3. If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at mutually satisfactory replacement for such Article.

Section 4. The parties acknowledge 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint

ARTICLE XXIII - TERMINAL LEAVE PAY

In recognition of service to the District, each employee upon termination from Mason Public Schools shall be paid a terminal leave payment of Thirty-five Dollars (\$35.00) per year for each year of service to the District, provided the employee has been employed by the District for at least ten (10) consecutive years.

For each year in which the employee uses fifty percent (50%) or less of earned sick leave, an additional Forty-five Dollars (\$45.00) per year shall be paid to the employee.

ARTICLE XXIV - TERMINATION AND MODIFICATION

Section 1. This Agreement shall continue in full force and effect until June 30, ²⁰⁰⁰1997.

Section 2. If either party desires to terminate this Agreement it shall, sixty (60) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter, subject to written notice of termination by either party sixty (60) calendar days prior to the current year of termination.

Section 3. If either party desires to modify or change this Agreement, it shall give written notice sixty (60) days prior to the termination of this Agreement. Such notice shall set forth the nature of the amendment(s) desired.

If notice of amendment of this Agreement has not been given in accordance with this paragraph, this Agreement may be terminated by either party upon ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement

without modifying or changing any of the other terms of this Agreement.

Section 4. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to Teamsters Local 580, affiliated with the International Brotherhood of Teamsters, P.O. Box 25096, Lansing, Michigan 48909-5096, and if to the Employer, addressed to Mason Public Schools, 118 West Oak Street, Mason, Michigan 48854, or to any other such address the Union or the Employer may make available to each other.

Section 5. The effective date of this Agreement is July 1, 1997.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

MASON PUBLIC SCHOOLS

TEAMSTERS LOCAL 580, AFFILIATED
WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

Larry J Corbett 8/24/97
Tim Young 8-24-97

Don Seesham
Janice Bruno 8-24-97

SCHEDULE A

ARTICLE I - HOURS

Section 1. Attached hereto and marked "Schedule A" is a schedule showing the classification and wage rates of the drivers covered under this Agreement.

Section 2. Drivers on regular full time assignments (two morning and two afternoon runs, except as modified by Kindergarten runs) shall be guaranteed three (3) hours and forty-five (45) minutes pay for each scheduled work day. If the combined driving time and layover time exceeds 3:45, the driver shall notify the bus supervisor of the number of minutes spent in excess of the guarantee. In the event the supervisor is in disagreement with the time submitted, a Union representative shall, along with the supervisor, ride the disputed route and arrive at an agreed time.

All route times shall be established by the end of the 6th week of school. The supervisor shall individually notify each driver of their total driving time and the driver shall have five (5) working days to register a disagreement with the established time. If the supervisor is unable to time all routes within the six-week period, deductions for negative driving time will not be made beyond the six-week period, increases shall be paid by the first paycheck in December each year.

Section 3. If the route is altered after the first six (6) weeks of school it will be retimed.

In addition to combined driving and layover time, twenty (20) minutes shall be paid each day for the preparation time to include but not limit to warm up, safety check and daily servicing and cleaning of the bus. Those drivers using more than one bus on any given day will be allowed an additional ten (10) minutes excluding breakdowns, for preparation time. Those drivers that use their own buses for field trips and athletic trips will be allowed five (5) minutes extra.

Section 4. Layover time on regular school runs may be used to clean and inspect the bus, make log entries or other appropriate duties. Drivers are considered to be on duty during layover time and are therefore expected to remain with the bus. However, drivers may leave the bus so long as they remain on school property doing school related business.

Section 5. Drivers shall be paid at the driving time rate for time spent in meetings called by the administration and all inservice training. Time spent by drivers on individual or group conferences with management covering such matters as, but not limited to, log reports, resolutions of discipline problems and the like, is not considered as paid time.

Drivers shall be paid driving time rates for the preparation of required written reports or required parent/child related conferences at the transportation center.

Paid driving time for reports will have a time of (3) hours for regular drivers and one (1) hour for Kindergarten. In the event more time is required the driver must obtain prior

approval from the supervisor.

One (1) hour of driving time wage will be paid to individuals selected for drug testing.

Section 6. Drivers shall be designated times at which they may begin their routes and these times shall be made known to the driver. In the event drivers are delayed from beginning their routes through no fault of their own, they shall be paid driving time after drivers are on site.

Section 7. Drivers shall be paid time and one-half for all hours worked in excess of forty (40) hours per week (in accordance with law). Double time shall be paid for all work performed on Sundays and Holidays. The driver's rate of pay shall be used for purposes of computing overtime, Sunday and Holiday Pay. There shall be no pyramiding of overtime.

Section 8. Drivers shall be paid a minimum of two (2) hour call in time if they are called in to drive an athletic event or field trip which has been canceled or to run all or a portion of a run other than their own. In the event of a cancellation where call in time is due, the driver shall be put on top of the rotation schedule the next new posting. Regular drivers will be offered the remainder of field/athletic trips on a rotation basis if they are available to drive.

Section 9. If drivers are required to wash buses, they shall be paid at their regular rate of pay of the time spent, up to one (1) hour per washing.

Section 10. Six (6) minutes, 1/10th of an hour, will be added to everyone's actual time for bad weather. Effective 7-1-94: Drivers shall be eligible for one (1) paid snow (emergency closing) day per year. Effective 7-1-95: Drivers shall be eligible for two (2) paid snow days per year.

Section 11. An additional hour of waiting time will be paid for parent/teacher conference days on those days the secondary school dismisses early. If half days increase beyond six (6) in a year, the wait time will be paid as driving time.

Section 12. Time for non-weather related delays should be turned in to the supervisor with a statement of the cause for the delay and upon approval will be reimbursed on an occurrence by occurrence basis.

Section 13. Drivers shall be paid for break down time at the normal rate of pay when required to stay with the bus.

Section 14. Route Alterations.

If it is necessary to delete, combine or otherwise alter a run which results in a change of earning capability in excess of .3 (3/10) hours, the driver whose run was altered is able to bump the least senior driver if that driver has at least the same time, then the more senior driver whose route was altered may bump the next least senior driver. This process will continue until a driver is

bumped who has a least equal time to the senior driver whose run was originally altered.

In cases where route time is increased, and the senior driver does not wish to work more time, the driver may follow the procedure described above except that driver may bump the lowest seniority driver whose time is closest to, yet does not exceed the time of the senior driver.

Drivers whose seniority exceed the seniority of the driver whose route was altered thereby resulting in the exercise of the bump provision, will remain on their assigned route.

Only drivers who have had their routes altered or have been bumped may exercise their rights to bump provision.

In all cases routes will be assigned in their totality (elementary and secondary portions).

ARTICLE II - WAGES

Section 1. Salary schedules for the period of this Agreement are as follows:

<u>YEARS OF WORK</u>	<u>1997-8</u>	<u>1998-9</u>	<u>1999-00</u>
1-2-3	2%	2%	teacher "me too"
4-5-6	2%	2%	teacher "me too"
beginning 7 and over	2%	2%	teacher "me too"

A representative from the bargaining unit will be appointed to attend total cost compensation committee meetings during the 1997-98 school year.

Salary schedule placement will be determined as follows: Employees will be credited for a full academic year of employment, plus an employee will be credited for a full year of employment if their hire date falls on or before January 31. Employees will receive no credit for the year if their hire date falls after January 31.

PROBATION EMPLOYEES will receive \$.50 per hour less.

LONGEVITY.

Longevity payments will be made in the first paychecks in December and the last paycheck of the year on all hours worked by the employee during the year.

97-98

98-99

99-00

AFTER 3 YEARS	.23	.24	.25
AFTER 7 YEARS	.28	.29	.30
AFTER 10 YEARS	.40	.41	.42

Section 2. FIELD TRIPS - ATHLETIC TRIPS

A. Driving time shall be paid on the basis of time spent, with a minimum guarantee of one (1) hour, at a rate determined by the driver's base rate of pay. waiting time shall be reimbursed at the rate indicated below with a minimum guarantee of one-half (1/2) hour.

B. <u>WAITING TIME</u>	<u>97-98</u>	<u>98-99</u>	<u>99-00</u>
	2%	2%	2%

C. Management agrees to provide maps and instructions for field trips.

D. For purposes of scheduling driver assignments, extra trips shall be classified as field trips or athletic trips. All time out, from departure until return to the Transportation Center shall be counted in computing driver compensation for field trips. Driving time will be paid to and from the destination. Waiting time will be paid while at the destination except as follows:

1. All conditions including time limits pertaining to athletic trips shall also apply to field trips.
2. If any driving time is to be paid it must be authorized by the coach/teacher in writing, otherwise the driver will not be responsible for discipline of students or buses during waiting time but will have the duty to inform the coach or supervising teachers if students are misbehaving for his/her disposition.
3. If driving time is authorized by the supervising teacher or coach it will be the responsibility of the driver to remain on the bus and maintain discipline and security of the bus.
4. If the driver is on waiting time, the driver may leave the bus once it is secured but will be available for the teacher/coach's direction if the teacher/coach decides to change the status from waiting to driving time.

E. All field and athletic trips shall be assigned on a rotating basis starting with the senior driver.

The Supervisor maintained rotation schedule will be as follows:

1. All athletic field trips for a particular week shall be posted by the last regular work day of the preceding week and signed for no later than 7:00 AM of the first regular work day of the week.
2. If a trip is to be taken on the first regular work day of the week, that trip should be posted no later than 2:00 PM of the last regular work day and assigned by 5:00 PM of that same day.
3. All other trips will be assigned by 11:00 AM of that first work day of that particular week.
4. In the event that a trip is scheduled after the first regular work day, such trip shall be added to the bottom of the posting and assigned through continuation of the seniority rotation schedule.
5. In the event a driver cancels out on a trip and other drivers who had signed for the trip are also unable to take the trip, the supervisor may ask for a volunteer to take the trip. A driver who volunteers to take the trip will not be charged for the trip in the rotation scheduled. The driver who originally was awarded the trip will be charged for the trip in the rotation schedule as if he/she had taken the trip. If a posted trip is canceled, then the driver who was scheduled to take the canceled trip shall be placed at the top of the rotation schedule for the next posting on that particular schedule. One (1) sheet list trips up to and including three (3) hours in length and the other sheet shall list trips over three (3) hours in length. Length of trips shall be approximated by the Transportation Supervisor.

Trips going out during regular route times. Regular route times being defined as 6:30 am to 9:00 am and 2:00 pm to 4:45 pm. Short team trips will now be included with short field trips and now be just "short trips".

Long trips being in same week to same place will be posted on regular long board but will be posted consecutive with no other trips between postings. Other trips will follow in normal rotation.

Trips being assigned to a sub driver where the sub is pulled off the trip for a route and trip is reclassified as take over and drop should be given to the sub to take over but regular drivers should be given the option of picking the trip up.

6. If a seniority driver on the rotation list turns down a trip for any reason, it will be counted for rotation purposes as though he/she took the trip.

ARTICLE IV - EXPENSES

Meal Time Trips: Drivers who are assigned field trips which necessitate their working during the entire period of one or more meal times as defined below or a major portion thereof, if they have not had an opportunity to eat, shall be entitled to their actual expenses for meals as follows:

<u>MEAL</u>	<u>97-98</u>	<u>98-99</u>	<u>99-00</u>	<u>MEAL TIME</u>
Breakfast	4.05	4.25	4.25	7:00 AM-9:00 AM
Lunch	5.30	5.50	5.50	11:30 AM-1:30 PM
Dinner	6.55	7.00	7.00	5:00 PM-7:00 PM
<u>Sack Lunch</u>	<u>97-98</u>	<u>98-99</u>	<u>99-00</u>	
	4.25	4.25	4.25	

Drivers carrying their own meal will be reimbursed \$4.25 upon request. In order to be compensated for meals, the driver must turn in the meal expense ticket no later than the 15th of the month following the actual expenditure. Any tickets turned in after the 15th of the month after the actual expenditure will not be honored until the following month.

When drivers are required to buy gasoline, oil, etc., on a field trip the Board will either provide the driver with a Board credit card or sufficient funds in advance to cover the anticipated expense. Drivers are required to obtain sales slips for all purchases and to turn these in promptly to the Transportation Supervisor upon their return.

In the event of unexpected emergency expenditures, drivers will be reimbursed promptly for out-of-pocket expenses within twenty-four (24) hours, upon filing an expense voucher.

Drivers shall be paid for training other drivers, at their base rate of pay.

Drivers Admission: The Board will reimburse the driver for any admission charge necessarily paid by the driver where inclement weather prevents the driver from staying with the bus and other accommodations are not available.

ARTICLE V - NON-PAID VACATION

Drivers with one to nine years of experience may accumulate one (1) week of vacation, and drivers with ten or more years of experience may accumulate two (2) weeks of vacation. Any driver with one (1) or more years of seniority will be granted up to five days vacation time without pay upon proper notification of the supervisor provided, however, that no more than two (2) drivers may be on

vacation on the same day or days. Requests for vacation days will be honored on a first come, first serve basis, except where two (2) or more employees request the same day or days at the same time, in which case seniority will prevail.

Vacations may not be taken either the week before or the week after Winter Break (Christmas-New Years) or Spring Break.

Drivers may accumulate one (1) week vacation.

The proper notification requirements for purposes of Schedule A, Article V will have been satisfied if the driver makes a written request to the supervisor for the vacation days(s) at least two (2) weeks in advance.

Drivers will off-site bus fueling at the Pacific Pride station for the 1997-98 school year as a pilot program.

A representative from the bargaining unit be appointed to attend employee recognition committee meetings during 1997-98 school years.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

MASON PUBLIC SCHOOLS

TEAMSTERS LOCAL 580. AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS.

Larry J. Corbett 8-24-97
Tom Young Asst. Supt. 8-24-97

John Buchanan
Service Director 8-24-97