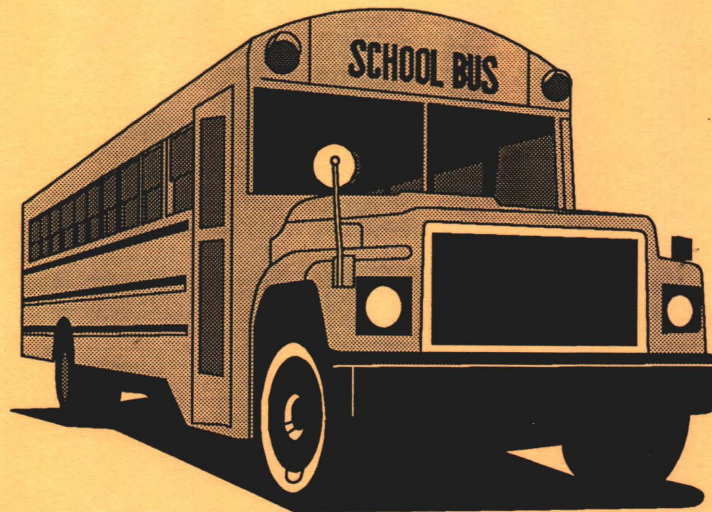


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8/26/2000

AGREEMENT
between
BUS DRIVERS
and
NEGAUNEE BOARD OF
EDUCATION
1997-2000



Negaunee Public Schools

ARTICLE I. Recognition

- A. The terms and conditions of this Agreement shall be applicable to those persons in the employ of the Board of Education in the position of Bus Driver. This shall include all regularly scheduled and certified school bus drivers employed by the Negaunee Public Schools, excluding supervisory employees and temporary employees of the Board of Education who may occupy the positions listed on a temporary or irregular basis.

ARTICLE II. Employer Rights

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer shall continue to vest exclusively in and be exercised exclusively by the Employer. Such rights shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.

2. Continue its rights of assignment and direct of work of all of its personnel; determine the hours of work and starting times and scheduling of all the foregoing; the right to establish, modify, or change any work or business hours or days.

3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees within their respective classifications, determine the size of the work force and to lay off employees.

4. Determine the qualifications of employees, including physical conditions.

5. Determine the placement of operations, production, service, maintenance, or distribution of work, and the source of materials and supplies.

6. Determine the size of the management organization, its functions, authority, amount of supervision and table of organizations. The exercise of the foregoing powers, rights, duties, and responsibilities by the Employer and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Employer except as otherwise abridged by the express provisions of the Agreement.

ARTICLE III. Unit Rights

- A. An employee shall be entitled to all rights he/she may have under the General School Laws of the State of Michigan and the United States.

ARTICLE IV. Continuity of Operation

- A. The parties recognize Section I, of Act 336 of the Public Acts of 1947, as amended.
- B. The Unit agrees that neither it, nor its members, nor any persons acting on its behalf, will cause, authorize, support or take part in any strike, concerted failure to report for work, willful absence of employees from their positions, the stoppage of work, the disruption of the educational programs of the employer; or the abstinence, in whole or part, from the faithful, full and proper performance of the employees' duties of employment.
- C. The participation in or support of such prohibited activities by an employee shall be cause for discipline and/or discharge.

ARTICLE V. Special Conferences

- A. The Board or the Unit may request a special conference for the discussion of important matters. The conference shall be arranged between three (3) representatives of the Board which shall include at least one member of the Board of Education and three representatives of the Unit. The time and place of the conference shall be arranged so as not to conflict with assigned responsibilities.
- B. The party requesting such conference shall specify, in writing, the items to be discussed and the estimated length of the conference. Items subject to discussion shall be limited to those on the agenda. A summary of the conference shall be prepared and signed by representatives of both parties.

ARTICLE VI. Evaluation

- A. Each new employee shall have a meeting with the immediate supervisor within five (5) days after employment for the purpose of discussing the job. That meeting shall include, but is not limited to, a review of specific responsibilities, duties and hours, a review of the supervisor's expectations with regard to duties and overall work habits. A written summary of that meeting shall be prepared by the supervisor and placed in the employee's personnel file.
- B. Each employee shall be given a written evaluation of personal performance at the end of the probationary period and annually thereafter. Annual evaluations shall be made prior to May 15 of each year. Annual evaluations shall be based on the supervisor's performance evaluation from the last annual evaluation or the beginning of employment. If the evaluation contains areas of unsatisfactory accomplishment, the evaluation shall then include specific recommendations for the employee, in an effort to correct the situation. The employee's immediate supervisor shall complete the evaluation and shall schedule a meeting to discuss it with the employee. The evaluation shall be signed by the employee as evidence of receipt of a copy of the evaluation and discussion of it. The employee's signature shall in no way indicate agreement with the contents. A copy of the evaluation shall be placed in the employee's personnel file.
- C. The employee's supervisor shall from time to time counsel the employee with regard to specific problems in performance or work habits. Summaries of these meetings may be reduced to writing and given to an employee with a copy being placed in the employee's personnel file.
- D. If the supervisor believes that the health condition of an employee is affecting performance or work habits, the supervisor may at any time:
1. Request that the employee submit a statement from a doctor with regard to specific areas of concern. Such statement shall be placed in the employee's personnel file.
 2. Request that the employee submit to an examination by a doctor selected by the employer at the employer's expense. A copy of the doctor's report shall be sent to the employer and may be placed in the employee's personnel file.

ARTICLE VII. Personnel Files

- A. A personnel file shall be kept on each employee and shall be maintained in the Board of Education office. Such files shall be considered confidential in accordance with the Freedom of Information Act.
- B. Any written information such as, but not limited to, evaluations, reprimands, warnings, suspensions which may be of such a nature as to be detrimental to the continuing employment of the employee shall be placed in the file. Such documents shall be copies of originals sent or given to the employee.
- C. The employee shall have the right to place written responses to any material in the file.
- D. Any employee has the right to review the contents of his/her own personnel file. The employee may be accompanied by a representative of the Unit at such review. Reviews shall be conducted at a time and place designated by the employer, upon request from the employee. A representative of the employer must be present at such review. The employee may not remove any material from the file.

ARTICLE VIII. Discharge and Discipline

A. The employer retains the right to discipline and/or discharge an employee for violation of the terms and conditions of his/her employment, including, but not limited to, the following reasons:

1. The use or possession of alcoholic beverages and/or controlled substances (without proper medical authorization) on the job or reporting to work under the influence of same.

2. Where an employee has been charged with a felony or moral turpitude, subject to review of the circumstances, he may be temporarily suspended with pay.

3. Where an employee has been found guilty by a court of competent jurisdiction of a felony or moral turpitude.

4. Willful abuse of district policies, rules and regulations.

5. Inappropriate attire which may lend itself to unsafe handling of the bus or prompt distractions of the passengers creating unsafe conditions or distractions of the driver. Proper attire provides a good example for student dress. The wearing of shorts or sleeve-less shirts is prohibited.

6. Use of profanity or obscene language or possession of pornographic or obscene materials on school property.

7. Verbal abuse, physical violence, or threats of physical violence against any administrative or supervisory employee, fellow staff member, parent, student or member of the general public, except in case of self-defense.

8. Falsification of personnel records, including application for employment.

9. Possession of unauthorized weapons or explosives on school property.

10. Unsatisfactory work performance or work habit.

11. Insubordination toward supervisory or administrative personnel.

12. Medical conditions or personal hygiene which may have a detrimental effect on the health of students or other staff.

13. Participation in or support of labor activities which are illegal under Act 336 of the Public Acts of 1947, as amended.

B. Discipline shall include, but is not limited to, oral reprimands, written reprimands, demotion, suspension and discharge. Discipline shall be applied in a progressive manner.

ARTICLE IX. Grievance Procedure

- A. A grievance is defined as a claim by an employee that there has been a specific violation, misinterpretation, or misapplication of the expressed terms of the Agreement.

The term grievance as defined above shall not apply to:

1. Extending the probationary period of any employee.
2. Any policy, rule, regulation or practice of the employer not covered by this Agreement.
3. The substantive aspects of employee evaluations.
4. The provisions of any insurance policy, provided the benefits of the insurance policy are in accordance with this Agreement.
5. Any matter which is covered by state and/or federal law and may be pursued through an administrative agency.
6. The discharge of a probationary employee, for any reason, during the first ninety (90) days of employment.

- B. The following provisions shall apply to all grievances:

1. The filing of a grievance shall in no way interfere with the right of the employer to proceed in carrying out its responsibilities, subject to the final decision on the grievance.
2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
3. No grievance shall be filed by any employee after the effective date of the employee's resignation. Any grievance in process at the date of the employee's resignation may be pursued with the approval of the employee.
4. The term days, as used in the Article, shall mean calendar days.

- C. Level One: If any employee alleges a grievance, the employee shall, within ten days of the alleged grievance, meet with the immediate supervisor and attempt to resolve the matter informally.

1. The employee may be represented by a designated unit representative.
2. Within ten (10) days, the supervisor shall give disposition orally to the grievant.

D. Level Two: If the grievance is not resolved at Level One and the employee wishes to pursue it further, the employee may proceed to Level Two and file a written grievance.

A written grievance must be:

1. Signed by the grievant.
2. Specific to the facts of the alleged violation.
3. Specific to the Article, Section and Subsection of the Contract alleged to have been violated.
4. Specific as to the date, time and place of the alleged violation.
5. Specific to the relief requested.

Any written grievance not substantially in accordance with the above may be rejected as improper and such rejections shall not extend the time limitation.

A written grievance shall not be filed any sooner than three (3) days nor any later than ten (10) days after the supervisor's response.

The written grievance shall be filed with the immediate supervisor, who shall give written response within ten (10) days.

E. Level Three: If the grievance is not resolved at Level Two and the employee wishes to pursue it further, the employee may proceed to Level Three.

1. Within ten (10) days of receipt of the supervisor's written Level Two response, the employee must file a written appeal with the Superintendent of Schools.

2. The written appeal must contain a copy of the original grievance and answer, as well as any other material the employee may wish to submit.

3. The Superintendent shall give a written response within ten (10) days to the grievant.

F. Level Four: If the grievance is not resolved at Level Three and the employee wishes to pursue it further, he may proceed to Level Four.

1. Within (10) days of receipt of the Level Three response, the employee shall file a written appeal with the Secretary of the Board of Education. The written appeal shall contain copies of the original grievance, previous appeals and responses, as well as any other material the employee may wish to present. If the grievance involves suspension, discipline or charges which were brought against the employee, the employee may request that the Board consider the grievance in closed session.

2. The Board of Education shall consider the appeal no later than its next regular meeting and shall give the grievant a written response no later than ten (10) days after such meeting.

ARTICLE X. Employee Protection

- A. All employees shall be covered by the employer's general liability and umbrella liability policies, subject to the terms and conditions thereof.
- B. All employees shall be covered with workers compensation insurance for work-related injuries and sickness, subject to the terms and conditions of the policy and the applicable laws of the State of Michigan.
- C. Any case of employment-related assault upon an employee during working hours or arising out of an employment situation, shall be immediately reported to the Superintendent of Schools. The employer shall provide legal counsel to advise the employee of his rights and obligations in connection with the handling of the incident by law enforcement and criminal judicial authorities.

ARTICLE XI. Seniority

- A. Seniority shall be based upon length of service within the classification, in Article I, Section A of this agreement. Seniority shall be based on the date the employee actually begins working in the specific classification. In cases where two or more employees begin working in the same classification on the same day, the employee who has the longest service within the district shall be placed highest. If that is equal, a drawing shall be conducted to determine their positions on the seniority list.
- B. A person who is on leave or suspended or transferred to another position under the Board or who is promoted to another position under the Board shall be allowed to retain, but not accrue, seniority.

ARTICLE XII. Probationary Period

- A. Any person employed in a position listed in Article I, Section A, shall undergo a probationary period of ninety (90) calendar days.
- B. During the probationary period, the employee shall gain no seniority, provided, however, that upon successful completion of the probationary period, the employee's seniority shall be based on the date he/she began working in the designated classification.

ARTICLE XIII. Hours of Work

- A. The normal work week shall consist of regularly assigned trips which shall be established by the employee's immediate supervisor. Drivers will receive a copy of his/her route at least by the Friday prior to the opening of the school year. This route plan is subject to change at any time deemed appropriate by the bus supervisor.
- B. Additional trips will be scheduled by the employee's immediate supervisor on a rotating basis for those regularly scheduled drivers who wish to be considered.

ARTICLE XIV. Payroll Deductions

- A. Any employee may, on or before September 15 or January 15 of each year, submit to the central office a written request for payroll deductions. These deductions shall be for annuities, credit union, savings bonds, charitable donations or other plans or programs jointly approved by the Board and the Unit. Such request shall state the amount of the deductions and to whom it shall be remitted.

ARTICLE XV. Vacancies

- A. A vacancy shall be defined as an opening in any position listed in Article I, Section A, as the result of the transfer, resignation, discharge, or retirement of an employee.
A vacancy shall not be considered to exist if there is any employee, who has seniority in that classification, who is on layoff and subject to the recall procedure.
- B. Following Board authorization, a notice of the vacancy shall be posted externally through the local newspaper and internally at the bus garage. The notice shall include a description of the job, qualifications and rate of pay. Such notice shall specify the last date for making application. This notice shall be posted for at least five (5) workdays.
- C. The filling of vacancies shall be made on the basis of qualifications, competency and experience. If all are equal, the decision shall be made upon the basis of seniority within any position covered by this agreement.

Article XVI. New Positions

- A. The Board shall retain the right to establish, evaluate, change or abolish positions, provided that such action shall not be directed toward reducing the compensation of a position where no substantial change in duties and/or responsibilities has occurred. When a new or revised position involves duties which do not properly fall into an existing classification, the Board has the right to develop and establish new or revised specifications, classifications, and rates of pay to place them into effect.
- B. The Board shall post all new position in accordance with Article XV, Section B.

ARTICLE XVII. Temporary Assignments.

- A. Employees may be required to fill temporary assignments created by the absence of another employee. Employees who are required to fill temporary assignments shall be selected by the immediate supervisor.
- B. The immediate supervisor shall see that the employee filling such temporary assignment shall receive proper training in the temporary assignment.
- C. All summer driving will be offered only to the drivers covered under this agreement by seniority and continuing down the seniority list until the position is filled. Thereafter, the position may then be assigned to drivers not covered by this agreement.
- D. Bus drivers will be awarded the option of substitute custodial work during the summer months on a first priority basis.

ARTICLE XVIII. Layoff and Recall

- A. A layoff shall be defined as the reduction, for whatever reason, of the number of employees required to perform the functions of the district during times when the students are in attendance.
- B. In the event of a layoff, the employee with the least seniority in a specific classification shall be laid off first. A person who has previously worked in another classification may request, within five (5) workdays, a transfer to a previous classification and replace the least senior employee, provided the employee has a higher seniority in that classification.
- C. Employees shall be given at least seven (7) calendar days notice of their impending layoff.
- D. The employer shall not hire any new employee until an offer to recall laid-off employees who have seniority in that classification has been made.
- E. Recall shall be in inverse order, by classification and seniority. Notices of recall shall be sent by certified delivery mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his current mailing address. A recalled bargaining unit member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday, and holidays, to report to work.
- F. Recall rights will be terminated after a two (2) year layoff period has passed.

ARTICLE XIX. Excused Leave

- A. Excused leave as described in this Article shall be paid leave.
- B. All employees covered by this agreement shall accumulate .0462 hours* of excused leave for each hour of approved work or excused leave time. (* Those regularly scheduled employees working less than 80 hours per period will receive a pro-rated amount of excused leave hours). Excused leave must be earned before it can be used. Hours billed for excused leave shall be equal to an employee's normal work day. No additional credit will be added for overtime hours, however extra hours trip time will be eligible as long as it does not include overtime. The employee absent without approval shall lose the hours of credit for the pay period where the unexcused absence occurs.
1. Employees employed prior to August 1, 1994 will be grandfathered at their current level of hours worked per day times 10, to insure they do not lose hours as a result of this new formula. (Formula: Current hours X 10 = guaranteed leave hours).
 2. Each employee hired subsequent to July 31, 1994 will be awarded a sum of hours that represents their eligibility under the formula as outlined in paragraph B ARTICLE XIX.
- C. Excused leave may be used by the employee for the following reasons:
1. Personal illness, disability (including maternity), or to utilize in lieu of a snow day.
 2. Illness or disability in the immediate family. (immediate family means spouse, dependent children under age 25, and others claimed as dependents on the employee's most recently filed tax return.
 - a. If an employee is not sick, but a serious emergency exists in the employee's immediate family, the following may apply: up to five days with full pay charged to the employee's sick leave may be granted by the superintendent. Up to an additional five (5) days may be granted with the approval of the Board of Education.
 - b. Subsection a, above will include the employee's mother, father, sister, brother, or children.
 3. All employees covered by this agreement will start the year with a personal leave bank equal to a sum of hours determined by multiplying their current average daily work hours times four (the number of days they are entitled to receive annually). Employee may carry one unused personnel leave day into the next year. No more than five (5) personnel leave days may be taken in any one year, however.
 4. Personal business leave hours taken during the year will be shown as "used" on the pay stub and deducted from the previous balance of personal leave hours. A similar deduction will also be made from the employees excused leave time since personal leave days are part of the 10 days (expressed in hours) excused leave. Hours billed for excused leave shall be equal to the employees normal work day. No additional credit will be added for overtime hours.

- D. Except in the case of emergency,*(or to utilize in lieu of a snow day) the employee shall give the supervisor three working days notice of his/her intent to use personal business leave and shall state the reason for the use. The supervisor shall determine if the reason falls within the provision of Section C of this Article.
- E. Unused excused leave may be accumulated to 1000 work hours.
- F. Any employee who is summoned for jury duty and as a result is unable to work all or part of his normal workday shall suffer no loss of pay. The employee shall forward to the Board any compensation received from the court, excluding reimbursement for travel or other related expense. Such leave for jury duty shall not be deducted from excused leave.
- G. Up to three (3) days may be taken, in case of death in the immediate family. Immediate family is to be defined as follows: Mother, Father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren, or a member of the employee's household. Such leave is not charged to sick leave, provided the days are used within the calendar week starting with the day of the death up to and including the day of the funeral.
 - 1. In case of extenuating circumstances, such as exhausted sick leave, up to two (2) additional days may be granted by the employee's immediate supervisor, as unpaid leave.
- H. An employee may be granted up to one half day for attendance at the funeral of an aunt, uncle, neighbor or friend.

ARTICLE XX.-UNPAID LEAVES

- A. The Board may grant an employee an unpaid leave for illness, including maternity. The employee shall request the leave in writing as soon as possible.
 - 1. The beginning date for such leave shall be at such time as the employee's doctor certifies the employee can no longer perform the duties regularly assigned. The leave shall end at such time as the employee's doctor certifies the employee can assume the duties to which the employee is regularly assigned.
- B. A short-term unpaid leave of seven days or less per year may be granted with the approval of the immediate supervisor. The requested leave will require five days prior notification (this will be waived in an emergency). No deduction from seniority, sick leave, or insurance protection shall be made for approved short term leave.
- C. After the seventh Board approved unpaid leave day, the employee will accumulate no additional seniority or excused leave until returning to work.
- D. After the seventh Board approved unpaid leave day, the employee will pay all insurance protection benefits on a cost per day basis until returning to work.

ARTICLE XXI. Holidays

- A. Any employee who is designated as a full-time eight (8) hour workday employee shall receive pay for a normal workday, even though no work is performed during their regular scheduled time on the following holidays: New Years Day, Good Friday, Memorial Day, Fourth of July*, Labor Day**, Thanksgiving Day and the day following, Christmas Day and the day preceding, and the day before New Years Day.
1. Holidays shall include only those falling during the employee's normal work year.
- * Applies only to full year employees.
** Applies only when the employee works prior to Labor Day.
- B. If any of the listed Holidays shall fall on a Saturday, the employee shall be entitled to the preceding Friday as a Holiday. If any of the listed Holidays fall on a Sunday, the employee shall receive the following Monday as a Holiday.
- C. Should an employee be requested to work on a listed holiday, the employee shall receive another day as a holiday, subject to supervisory approval.
- D. Regularly scheduled drivers shall be paid according to average hours worked per day in the employee's normally assigned duties at the employees standard hourly rate.

ARTICLE XXII. Retirement and Severance Pay

- A. It is understood that all employees shall be included in the definition of "public school employee" as provided by Act 136 of the Public Acts of 1945, as amended; and thereby qualified to participate in the Public School Employees Retirement System. It is agreed that the benefits an employee can receive and all other conditions are governed solely by the laws of the State of Michigan.
- B. The Board shall be responsible for all contributions to the Retirement Fund in accordance with the rates established by law.
- C. It is agreed that a unit employee shall receive payment for unused accumulated excused leave upon termination of employment according to the following schedule:
1. After five (5) years of continuous employment, twenty five percent (25%) of the unused hours at current hourly rate of pay, up to a maximum of 1000 hours.
2. After ten (10) years of continuous employment, thirty-three percent (33%) of the unused hours at current hourly rate of pay, up to a maximum of 1000 hours.
3. After twenty (20) years of continuous employment, fifty percent (50%) of the unused hours at current hourly rate of pay, up to a maximum of 1000 hours.

ARTICLE XXIII. Employee Self-Improvement

- A. The Board may provide in-service education and training programs to upgrade and train employees in methods, materials and equipment. Such in-service training shall be conducted during normal working hours without loss of pay.
- B. The Board may, at its discretion, allow employees to attend meetings, workshops, conferences or seminars in areas which the Board feels would be useful to the employee in connection with his job duties. If such meetings, workshops, conferences or seminars shall be held during the employee's regularly-scheduled working hours, he shall be reimbursed expenses in connection with his attendance at such events.

ARTICLE XXIV-INSURANCE BENEFITS

A. All employees who are regularly scheduled and certified bus drivers working six (6) hours per day are eligible for hospitalization insurance through a carrier selected according to Section I.

1. All eligible employees, hired as a bus driver prior to October 2, 1991 will be covered according to their family status, as appropriate. The employee will pay the deductible (\$ 50 single/\$100 two person, with a \$5 co-pay on prescriptions) for the coverage outlined in Appendix A. Employees hired prior to July 1982, shall have full year paid coverage.

2. Any employee initially hired after October 1, 1991 shall receive employer-paid insurance benefits at the single or two person subscriber rate (as applicable). The employee will pay the deductible (50 single/\$100 two person, with a \$5 co-pay on prescriptions) for the coverage outlined in Appendix A, with options to purchase additional coverage. The premium will be paid by the employer for ten months (Sept-June). The employee must agree to pay the premiums for the months of July and August, through payroll deduction or a plan agreed to by the employer.

3. An employee qualifies for benefits as outlined above if he/she is employed for at least four (4) hours per day. The district will provide a prorated amount of the employee's premium, using the ratio of hours worked divided by six (6) hours. The employee agrees to provide the balance of the premium.

4. Beginning with the employee's 4th year of employment, coverage for drivers working at least six (6) hours per day for the entire school year will include two months of paid summer health benefits. Drivers who are eligible, but work less than six hours will receive coverage in July and August, but must pay the employees share of the premium as outlined in subsection three (3), above. All other drivers will be covered for a period of 10 months, September through June.

B. The Board will provide premiums for:

1. \$10,000 AD&D life insurance policy for each employee.
2. Short term disability insurance: \$80 weekly benefit after the 29th day, as provided in the carriers' description of benefits.

C. VISION INSURANCE

1. The Board shall provide vision insurance premiums (Ultra Vision-Plan I) for all full time employees hired prior to August 1, 1994 at the single, two person, or family subscriber rate, as applicable and as modified below.

2. The Board shall provide payment of premiums for a vision program (Ultra Vision-Plan I), for all full time employees hired after August 1, 1994 at the single or two person subscriber rate, as applicable.

3. Beginning with the employee's 4th year of employment, coverage for drivers working at least 6 hours per day for the entire school year will include two months of paid summer health benefits. All other drivers will be covered for a period of 10 months, September through June. Employees hired prior to July 1982, shall have full year paid coverage.

4. The Board shall provide premiums for twelve months for those employees who are actively employed during each month of the school year. Employees working less than ~~5~~ 6 hours per day will have prorated benefits unless they were employed by the district prior to October 1, 1991.

D. Dental Insurance

1. The Board shall provide payment of premiums for a dental program (Ultra dent, incentive plan as outlined in Appendix B), for all full time employees hired prior to August 1, 1994 at the single, two person, or family subscriber rate, as applicable and as modified below.

2. The Board shall provide payment of premiums for a dental program (Ultra dent, incentive plan as outlined in Appendix B), for all full time employees hired after August 1, 1994 at the single or two person subscriber rate, as applicable.

3. Beginning with the employee's on the anniversary of their 4th year of employment, coverage for drivers working at least 6 hours per day for the entire school year will include two months of paid summer health benefits. All other drivers will be covered for a period of 10 months, September through June. Employees hired prior to July 1982, shall have full year paid coverage.

4. The Board shall provide premiums for twelve months for those employees who are actively employed during each month of the school year. Employees working less than ~~5~~ 6 hours per day will have prorated benefits unless they were employed by the district prior to October 1, 1991.

- E. All benefits and coverage shall be subject to and conditioned upon proper application by the employee for the coverage and acceptance of the application by the carrier. All benefits and coverage shall be subject to and conditioned by the terms and provisions of the policy, rules and regulations of the carrier.
- F. Pursuant to the employer's IRS Qualified Section 125 plan, any employee entitled to insurance benefits as provided in section A of this article, who has other health insurance coverage may elect to waive all insurance coverage (including health, vision, dental, etc.) and, in lieu of such coverage, receive a cash benefit of \$1,000 (prorated as outlined in subsection A.4) and the following life insurance benefit:
1. Short term disability insurance:
Maximum of \$80 weekly benefit after the 29th day,
 2. A total of \$25,000 life insurance
 3. Dependent life of \$2,000 for spouse and each dependent child.
- G. Except as otherwise specifically provided, the Board's obligation for any portion of the payment of insurance premiums shall continue with respect to any bargaining unit member only while they are employees of the Employer; such obligations shall be terminated when the employee retires, quits, is discharged, laid off, on unpaid leave or any other reason terminates active employment with the Board.
- H. Bargaining unit members, to be eligible for benefits, must make proper application with the Employer, and must keep the Employer informed of any changes in their family, coverage desired, beneficiaries or other information affecting their insurance status. The employee who fails to report the above changes within 15 work days, will be charged the cost this change would have saved the employer. The effective date for coverage, or for changes in coverage, will be the earliest date permitted by the insurance carrier following notification of such change by the Employer (or the bargaining unit member's eligibility date, if later). Any bargaining unit member whose benefits have been terminated must make proper application for resumption of benefits before benefits will again be provided.
- I. At any time the Board has the right to research and seek bids for comparable health coverage and convert to a new carrier as long as the coverage is continuous through the life of this contract (1997 -2000). The Board shall provide the premiums for the coverage outlined in the health insurance specifications sheet (Appendix A) providing this premium is at the cost submitted by the lowest bidder for the above insurance. If the union desires an insurance package submitted by another bidder who meets the specifications, the employee and the employer agree to share the increase in premium on a matching basis. The insurance coverage will be bid annually in August, beginning in August 1995.
- J. Laid off bargaining unit members may continue their health, dental, and life insurance benefits according to carrier specifications by paying the regular monthly per subscriber group rate premium for such benefits to the employer.

ARTICLE XXV-COMPENSATION

A. PAY RATE

Regularly Scheduled Contract Drivers

1981-82 Employees- For Contracted Drivers
\$11,121 Annual Salary- 1997-98
\$11,358 Annual Salary- 1998-99
\$11,595 Annual Salary- 1999-2000

Level* of Service	0	FOLLOWING PROBATION	1	2	3
1997-98	10.21	10.46	10.71	11.21	11.71
1998-99	10.46	10.71	10.96	11.46	11.96
1999-2000	10.71	10.96	11.21	11.71	12.21

* An employee must accrue 1020 hours of work to advance to the next pay level on the compensation schedule, following the probationary period. Advancement, with the exception of the probationary period, will occur only on the first day of the school year. Hours, if below 1020 per year, may accumulate to meet the requirement in any year the employee does not record the required 1020 hours.

B..LONGEVITY PAY- Following the employee's tenth hiring anniversary into the unit, a .10 cent per hour payment will be added to the employees basic hourly rate. Following the employee's fifteenth hiring anniversary an additional .05 cents will be added to the employees basic hourly rate. After the employee's twentieth hiring anniversary into the unit, an additional .05 cents will be added to the employees basic hourly rate.

C. Extra trips will be paid at the employee's regular pay rate.

D. Layover time for extra trips will be paid at the employees regular pay rate.

E. Meal allowance, will be paid on a monthly basis, when recorded on at the employees trip ticket or upon submission of receipts.

Breakfast \$3.00/meal maximum
Lunch \$5.00/meal maximum
Dinner \$7.00/meal maximum

ARTICLE XXVI- DURATION

This Agreement shall continue in full force and effect from August 26, 1997, until midnight, August 26 , 2000.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

NEGAUNEE BUS DRIVERS' UNION

NEGAUNEE PUBLIC SCHOOLS
BOARD OF EDUCATION

BY *Nancy A. Hakkarainen*
Nancy Hakkarainen, Union rep.

BY *Duane J. Sirtola*
Duane J. Sirtola, President

BY *James Nylander*
James Nylander, Union rep.

BY *Michael Lenten*
Michael Lenten, V-President

BY *Dennis M. Dompierre*
Dennis Dompierre, Union rep.

Date: 8/26/97

Date: 8/26/97

APPENDIX A- INSURANCE SPECIFICATIONS

APPENDIX B- DENTAL PLAN

Letter of Understanding

A. Any certified bus driver covered by this contract who was hired prior to August 26, 1997 shall be considered eligible for insurance benefits defined in this contract according to the following provisions:

1. Full time employment shall be defined as 5 hours per day.

2. Prorated benefits shall accrue to any employee who was working at least 2 1/2 hours per day during the 1996-97 school year. An eligible 2 1/2 hour employees will have 50% of the benefit premiums paid for by the employer.

3. Any eligible employee who was receiving cash in lieu of health insurance will continue to be eligible for such benefits at a pro-rated amount, providing the employee was working at least 2 1/2 hours per day in 1996-97. The cash amount of \$1,000 will be provided to an employee working at least five (5) hours per day, and a prorated amount of \$500 will be provided to an employee working at least 2 1/2 hours per day.

B. Any certified bus driver covered by this contract may purchase additional insurance coverage at his/her option, providing the insurance carrier authorizes said coverage.

C. If the bus drivers' average daily work hours collectively remains below 70 hours per day for the period August 26-December 23, 1997, the Board of Education agrees to institute a ten (.10) cent per hour wage adjustment, beginning with the second semester-January 19, 1998.

NEGAUNEE BUS DRIVERS' UNION

NEGAUNEE PUBLIC SCHOOLS
BOARD OF EDUCATION

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Nancy Hakkarainen, Union rep.

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Dennis Dompierre, Union rep.

Date: 8/26/97

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