

3666

6/30/99

MASTER AGREEMENT

BETWEEN

OKEMOS BOARD OF EDUCATION

AND

OKEMOS TRANSPORTATION ASSOCIATION

1996-1999

OKEMOS PUBLIC SCHOOLS

OKEMOS, MICHIGAN

Okemos Public Schools



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OKEMOS BOARD OF EDUCATION
and
OKEMOS TRANSPORTATION ASSOCIATION

PREAMBLE

This agreement is entered into this first (1st) day of July, 1996, by and between the Board of Education, Okemos Public Schools, Ingham County, Okemos, Michigan, hereinafter called the "Board", and the Okemos Transportation Association, hereinafter called the "Association".

ARTICLE 1

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1996, and shall continue in effect for three (3) years, until the thirtieth (30) day of June, 1999. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

ARTICLE 2

RECOGNITION

- A. The Board recognizes the Association as the exclusive and sole bargaining representative for all bus drivers employed by Okemos Public Schools, excluding therefrom the Coordinator of Transportation, mechanics, substitute drivers, hourly personnel employed in the transportation department, and all other school personnel.
- B. The Board agrees not to negotiate with any other transportation association or organization for the duration of this Agreement.

ARTICLE 3

RESPONSIBILITIES OF THE BOARD

The Board on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States 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 properties and facilities and the activities of its employees;
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this agreement and then only to the extent such specific and expressed terms thereof are in conformance with all applicable law and regulations having the effect of law.

ARTICLE 4

RIGHTS AND RESPONSIBILITIES OF TRANSPORTATION PERSONNEL

- A. Pursuant to the Michigan Employment Relations Act, the Board hereby agrees that the bus drivers shall have the right to freely organize, join and support the Association for the purpose of collective bargaining.
- B. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property, provided such business does not interfere with the normal working hours.
- C. The Association, upon the approval of the Building Administrator, will have the right to use school facilities and equipment, on school grounds, at times when such equipment is not in use for regular operations provided it has trained operators. The Association shall pay the cost of all materials and supplies incident to such use.
- D. There shall be maintained in the Human Resources Department a cumulative record folder for all bus driver personnel. Drivers will have the right, upon request, to review the contents of his/her personnel file in the presence of an administrator and a representative of the Association.
- E. Driver personnel shall have the right, upon request, to have a representative of the Association present when he/she is being reprimanded, warned, or disciplined. After such a request is made no action shall be taken until a representative is present.
- F. Drivers will be responsible for keeping front and rear windows and lights clean when the washing of buses is not possible. Drivers will be provided supplies to keep front and rear windows and lights clean.
- G. It shall be the responsibility of the bus driver to maintain proper licenses and certification. The responsibilities of a bus driver include, amongst others, that they must be safety conscious, courteous, tactful and dependable employees and that they report for work properly groomed and attired which may include slacks, culottes, or knee-length walking shorts; they are to be knowledgeable of state traffic laws and they must maintain discipline and order on their buses; they are directly responsible for keeping the bus clean and reporting any mechanical failure to the Coordinator of Transportation and must, not only accept supervision from the Coordinator of Transportation, but also must exercise supervision of students in their care.

ARTICLE 5

SALARY GUIDE

1996-97				
A.	SHUTTLE	DOUBLE RUN	TRIPLE RUN	QUAD RUN
1	\$ 8.85	\$17.66	\$26.12	\$34.94
2	9.68	19.33	28.98	38.70
3	10.54	21.08	31.75	42.26
4	11.48	22.95	34.59	45.83

Supplement				
1	\$ 0.18	\$ 0.35	\$ 0.52	\$ 0.69
2	0.19	0.38	0.57	0.77
3	0.21	0.42	0.63	0.84
4	0.23	0.45	0.69	0.91

1997-98				
A.	SHUTTLE	DOUBLE RUN	TRIPLE RUN	QUAD RUN
1	\$ 8.94	\$17.84	\$26.38	\$35.29
2	9.78	19.52	29.27	39.09
3	10.65	21.29	32.07	42.68
4	11.60	23.18	34.94	46.29

Supplement				
1	\$ 0.18	\$ 0.35	\$ 0.52	\$ 0.70
2	0.19	0.39	0.58	0.77
3	0.21	0.42	0.64	0.85
4	0.23	0.46	0.69	0.92

1998-99				
A.	SHUTTLE	DOUBLE RUN	TRIPLE RUN	QUAD RUN
1	\$ 9.03	\$18.02	\$26.64	\$35.64
2	9.88	19.72	29.56	39.48
3	10.76	21.50	32.39	43.11
4	11.72	23.41	35.29	46.75

Supplement				
1	\$ 0.18	\$ 0.36	\$ 0.53	\$ 0.71
2	0.20	0.39	0.59	0.78
3	0.21	0.43	0.64	0.85
4	0.23	0.46	0.70	0.93

- B. 1. Field trips shall be paid at the rate of \$9.46 per hour for the 1996-97 school year, \$9.56 per hour for the 1997-98 school year, \$9.66 per hour for the 1998-99 school year. Field trips shall be paid on the basis of the nearest 1/4 hour increment. (Example, a trip lasting 2 hours 20 minutes will be paid for 2 and 1/2 hours; a trip lasting 2 hours 10 minutes will be paid for 2 hours.) On field trips that are in the Lansing area, drivers shall receive a minimum of one hour's pay. At the districts discretion, the driver may be required to return to the bus garage after dropping off the students to complete his/her regularly assigned duties. The driver shall receive a minimum of one hour's pay to pick up the students at a later time . Continuous pay would not be granted.

2. Summer field trips will be handled as follows:

- (a) "Summer" begins after the normal school year ends (approximately the second week in June).
- (b) Pay rates for the "summer" are based upon a fiscal year July 1 to June 30.
- (c) Where a summer field trip involves only one destination as defined in Article 18-J-1, the rate will be \$12.07 per hour for 1996-97, \$12.19 per hour for 1997-98, \$12.31 per hour for 1998-99.
- (d) Where a summer field trip involves two stops at separate destinations, the rate will be \$16.88 per hour for 1996-97, \$17.05 per hour for 1997-98, \$17.22 per hour for 1998-99.

- C. The Board agrees to pay time and one-half for actual driving time for any regular run as well as field trip time for all hours driven in excess of eight (8) hours in one day. (See Letter of Understanding.)
- D. Time and one-half will be paid for actual driving time only on Saturdays, Sundays and holidays (no pyramiding). For computation of hours concerning over-night field trips, see Article 21.
- E. Driver(s) on a field trip out of the Okemos School district during the following times; 7:00 a.m. to 10:00 a.m. (Breakfast); 11:00 a.m. to 1:00 p.m. (Lunch); 5:00 p.m. to 7:00 p.m. (Dinner) are eligible for meal reimbursement as follows:

Breakfast	\$5.00
Lunch	6.00
Dinner	8.00

Drivers that are assigned duties that exceed four (4) continuous hours that span the foregoing meal times shall be eligible for one (1) meal reimbursement as above specified.

F. All full-time drivers will receive longevity pay as follows:

<u>1996-97</u>		Supplement
After 3 years through 5 years	\$ 364	\$ 7.00
6 years through 10 years	520	10.00
11 years through 20 year	728	14.00
21 years or more	1,040	21.00

<u>1997-98</u>		Supplement
After 3 years through 5 years	\$ 368	\$ 7.00
6 years through 10 years	525	10.00
11 years through 20 year	735	14.00
21 years or more	1,050	21.00

1998-99

		Supplement
After 3 years through 5 years	\$ 372	\$ 7.00
6 years through 10 years	530	11.00
11 years through 20 year	742	15.00
21 years or more	1,061	21.00

Drivers that received longevity payments in 1991-92 will continue to receive longevity unless they voluntarily reduce their hours below "full time" as defined in 1991-92. Longevity will be paid in the week following the first regular paycheck in January of each year.

ARTICLE 6

PAYROLL DEDUCTIONS

The following is a list of deductible items that may be deducted from the Okemos Public School checks upon proper authorization:

1. Hospitalization and/or medical insurance
2. United Fund
3. Credit Union
4. Tax Shelter Annuities
5. Life Insurance - Additional
6. U.S. Government Bonds
7. Okemos Transportation Association dues

ARTICLE 7

PROBATION AND EVALUATION

- A. Upon completing thirty (30) working days of probationary service, the employee shall be evaluated in writing. Satisfactory rating shall include a recommendation for continued employment. All employees completing the probationary period will be paid at the rate specified in Step 1 for the balance of the school year. Probationary drivers will be paid at 50¢ per hour less than Step 1 during the probationary period, however, substitute drivers who have substituted in Okemos Public Schools for more than one school year may continue to receive their current substitute rate during the period of probation.
- B. If the service of a new bus driver fails to be satisfactory within the first thirty (30) working days, he may be dismissed with one (1) day notice.
- C. Probation is to be determined by the Coordinator of Transportation and with the approval of the Director of Human Resources.
- D. A written evaluation will be completed by the Coordinator of Transportation by April 1st of each year. A copy shall be signed by the driver and placed in the employee's personnel file.

ARTICLE 8

TERMINATION AND SUSPENSION

- A. Transportation personnel may be terminated for the following reasons:
 1. Moral turpitude;
 2. Reporting for work in an intoxicated or impaired condition (due to

consumption of alcohol or use of drugs) or the failure of a random drug or alcohol test;

3. Consumption of alcohol or drugs while on work time;
 4. Use of profane language while on work time;
 5. Abandonment of work responsibility;
 6. Performance constituting a hazard to one's self, other personnel or student;
 7. Insubordination;
 8. Failure to report absence from work prior to designated starting time;
 9. Unsatisfactory performance, including report-in time;
 10. Neglect of duties, including failure to follow Board discipline policy;
 11. Being charged with any felony or circuit court misdemeanor involving moral turpitude or theft, conversation, embezzlement, intentional destruction of property of the employer;
 12. Falsifying any documents relating to one's compensation or that of another employee, including but not limited to the application for employment, time sheets, and reason for absences;
 13. Inability, for reason of poor health, or lack of physical fitness, to perform one's work satisfactorily; and
 14. Excessive or frequent absenteeism that is not substantiated as reasons of illness.
- B. It shall be the responsibility of the Coordinator of Transportation to immediately suspend personnel suspected of 1, 2, 3, 4, 5, 6, 7, 11 and 12 listed in Section A. Any personnel suspension shall be directly and immediately reported to the Director of Human Resources.
- C. Personnel violating code of appropriate conduct per 8, 10 and 13 listed in Section A shall be given one (1) written warning by the Coordinator of Transportation. A second (2nd) such violation shall result in immediate suspension.
- D. Personnel guilty of 4 and 9 listed in Section A shall be given two (2) written warnings by the Coordinator of Transportation; a third (3rd) such violation shall result in immediate suspension.
- E. The Coordinator of Transportation shall immediately notify the Association in the case of suspension of personnel.
- F. Suspension is action taken against personnel by the Board for just cause. Personnel under suspension shall have pay withheld. If it is proven that the suspension was unjustified, personnel shall receive full compensation for the period of time he/she was under suspension.
- G. Personnel under suspension shall have recourse through the grievance procedure.
- H. If suspended personnel member does not take recourse through the grievance

procedure within three (3) calendar days from the time of suspension, he/she may be terminated.

- I. A written warning must be presented and signed by the personnel prior to being placed in the personnel file. Signature by the personnel shall not necessarily constitute agreement of what was said, but merely acknowledgment that he/she had read the warning.

ARTICLE 9

GRIEVANCE COMMITTEE

- A. At the beginning of each school year, the bus drivers shall elect by majority vote three (3) regular bus drivers to act as a committee which will be responsible for acting in conjunction with their designated representatives as grievance representatives for all bus drivers when requested to do so by the drivers or act as a designated representative. This committee shall also act as a liaison between management and the Union to discuss policies, amendments to this agreement or letters of understanding or interpretation between management and the Union.
- B. No member of the bargaining unit that has successfully completed his/her probationary period shall be disciplined without just cause.

ARTICLE 10

GRIEVANCE AND APPEAL

- A. Definition: A grievance is a claim by a bus driver, a group of bus drivers or the Transportation Association that there has been an alleged violation, misinterpretation or misapplication of any provision in this Agreement, and may be processed as a grievance as hereunder provided.
- B. Any matter involving the content of a transportation personnel evaluation shall not be the basis of any grievance filed under the procedure outlined in this Article.
- C. If an individual transportation member has a personal complaint which he/she desires to discuss with their immediate supervisor, he/she shall be free to do so without recourse to the grievance procedure. A complaint is a minor disagreement, which may become a grievance if left unattended.
- D. Transportation personnel may present any grievance with full assurance that such presentation will in no way prejudice their standing or status within the school system.
- E. If the Association has a grievance, the Association will begin procedure at level two (2) by submitting the grievance in writing.
- F. The term grievant shall be used hereinafter to mean either an employee, group of employees, or the Association.
- G. A grievance to be considered under this Agreement must be initiated by the grievant within ten (10) work days from the time of its alleged occurrence.
- H. A grievance must be in writing and contain the following:
 - 1. It shall be signed by the grievant;
 - 2. It shall contain the date of the alleged violation;
 - 3. It shall be specific;

4. It shall contain a summary of the facts giving rise to the alleged violation;
5. It shall cite the section(s) or sub-section(s) of this agreement alleged to have been violated; and
6. It shall specify the relief requested.

I. Level One

The grievant(s) shall first discuss the matter with the immediate supervisor. The grievant(s) may be accompanied by an Association representative. If not satisfied, the grievant(s) may within five (5) work days, file a grievance in writing with the immediate supervisor and the Association grievance committee. Within five (5) work days of receipt of the grievance, the immediate supervisor shall remit a written disposition of the grievance to the grievant(s).

J. Level Two

If the grievant(s) is not satisfied with the disposition at level one, the grievant shall within seven (7) work days after receipt of the disposition, be transmitted to the Director of Human Resources. Within seven (7) work days after receipt of the grievance, the Director of Human Resources shall meet with the grievant(s) to hear testimony. The Director of Human Resources shall remit a written disposition within seven (7) work days after this meeting.

K. Level Three

If the grievant(s) is not satisfied with the disposition at level two, the grievant shall within seven (7) work days, after receipt of disposition, be transmitted to the Superintendent. Within seven (7) work days after receipt of the grievance, the Superintendent or his designee and one (1) board member shall meet with the grievant(s) to hear testimony. The Superintendent shall remit a written disposition within seven (7) work days after this meeting.

ARTICLE 11

SICK LEAVE

Sick leave is a form of insurance, not a form of compensation. The purpose of sick leave is to protect personnel and the pupils when personnel become ill. Permanent bus driver personnel shall be allowed sick leave with pay as listed hereafter:

- A. All bus drivers shall receive ten (10) sick days per each school year, with unlimited accumulation.
- B. Sick days are to be interpreted as follows:

Illness: Personal, or physical care of self or immediate family, or any person he/she is responsible for.
- C. Bereavement Days - Death in the Immediate Family

Bus drivers shall be given three (3) bereavement days per death per year and shall be non-cumulative. Bereavement days will not be deducted from the sick bank. Bereavement days will be used for immediate family only. Immediate family shall be interpreted as: mother, father, husband, wife, child, step-child, grandchild, mother and father-in-law, sister or brother, grandparents, and any other person for whose physical care she/he is principally responsible.

- D. Bus drivers may take one (1) day per year to attend a funeral of any person and additional days may be approved by the Director of Human Resources. These days are to be deducted from personnel's sick bank balance. If the sick leave balance is zero or negative, no pay will be given.
- E. Consideration will be given for travel time to attend an out-of-state funeral.

ARTICLE 12

BENEFITS

A. Holidays with Pay

1. Thanksgiving and the day after
2. New Year's Day
3. Memorial Day
4. President's Day
5. Labor Day
6. Christmas Day

In order to be paid for these holidays, the personnel must work the last working day before and first (1st) working day following the holiday, unless the person involved produces a medical slip signed by his doctor verifying he/she was unable to work due to illness.

Payment for the holidays shall be based only upon regular runs and shall not include any field trips which the employee may have had.

B. Emergency Closings

When school is closed because of heavy snow or ice, or any emergency school closing that does not require the school days to be made up, all transportation personnel will receive full pay for each day for their regular trips. This excludes field trips. If the school district is required to make up the day(s), transportation personnel will be paid when the day is made up.

C. Personal Business Day

1. All transportation personnel shall be entitled to two (2) days absence per school year with pay, for the expressed purpose of transacting personal business. Personnel shall submit this request not less than two (2) work days prior to the date requested for leave. Written approval must be given by the transportation coordinator.
2. A personal business day is a day allowed for the employee to transact personal business which could not be done at any other time and may not be used on days immediately preceding or following a holiday or vacation period.

D. Pay for Sick Leave

After ten (10) years, if an employee quits or retires, the Board will pay at the rate of twenty dollars (\$20) per day for accumulated sick days up to a maximum of \$1,100. Upon retirement the employee can take the payment for unused sick leave or the retirement benefit.

E. Retirement Benefits

Retirement shall be interpreted to mean leaving the services of the Okemos Public Schools and becoming an annuitant of either the Michigan Public School Employees Retirement Fund, Social Security, or both. The Board agrees to pay to retiring personnel seventy-five dollars (\$75) per year of service to the Okemos Public Schools provided personnel have been employed by the school district for ten (10) or more years.

F. Jackets

All transportation personnel will receive school jackets, paid for by the school.

1. One (1) winter jacket and one (1) spring jacket.
2. New jackets shall be provided to all transportation personnel every two (2) years provided they shall turn in their old jackets.

ARTICLE 13

INSURANCE BENEFITS

A. Workers' Compensation

The Board agrees to carry Workers' Compensation Insurance for all drivers. Personnel sustaining injury or occupational disease arising out of or in the course of Board employment shall be continued on the payroll to the extent of sick leave available. Once sick leave is exhausted, the employee may then receive Workers' Compensation benefits. However, the employee may at his own option reserve the use of sick leave benefits and go immediately on Workers' Compensation provided he otherwise qualifies for the insurance benefits.

B. Long Term Disability

The Board shall provide to all full time non-probationary drivers a long term disability policy which will provide that after ninety (90) consecutive days of disability, the driver will receive 66 2/3 % of his normal daily wage subject to a maximum of \$5,000 per month until such time as the employee is able to return to work or until the maximum time specified in the policy. The provisions of this benefit are subject to a modified fill. Full-time is defined as a double a.m. And p.m. Runs that exceed twenty (20) hours per week.

C. Life Insurance

The Board agrees to provide \$10,000 term life and AD&D insurance for permanent bus drivers. The details relative to coverage are in the term life insurance certificate. Selection of the carrier will be at the discretion of the Board. (See full time definition in paragraph B.)

D. Dental Insurance

1. The Board will provide a dental program to all full-time employees, 80 % co-insurance with a \$1,500 yearly maximum. (See full time definition in paragraph B.)

Basic Benefits: No deductible.

Dental benefits include a preventable program for cleaning, x-rays,

(bitewing) oral examination and fluoride applications. These benefits are limited to two (2) visits each year.

As an incentive to participate in the preventive program, the 80% co-insurance will increase 10% each year to 100% provided the employee visits the dentist for cleaning at least once every 12 months. Failure to do so will revert the employee benefits to 80% co-insurance.

Major services - No deductible - 80% coverage.

2. Selection of all the insurance carriers shall be at the discretion of the Board.
3. The Board agrees to pay the premiums for full-family coverage with internal and external coordination of benefits.

E. Health Insurance

1. The Board of Education agrees to provide medical health insurance for full-time employees. The extent of payment that the Board will be obligated to will be for the employee only. Full time is defined as in paragraph B above.
2. The selection of all insurance carriers shall be at the discretion of the Board.
3. The Board shall not be responsible for any benefits available under SET insurance for any period when personnel are not covered by the carrier.
4. The medical program provided will be as listed in appendix A. Details relative to the eligibility and coverage specifics are mentioned in the present employee insurance benefit brochure.
5. Bus drivers not electing health insurance will receive \$85.00 per month to be remitted in cash. The cash amount may be applied toward annuities approved by the Employer or other plans of record with the Employer through a salary reduction agreement.

The Employer will adopt a qualified plan document, including a salary reduction agreement which complies with Section 125 of the Internal Revenue Code. The plan document will become effective with the next open enrollment period. The cost associated with establishing the initial plan documents and for filling future Employer reporting requirements shall be borne by the Employer. The Employer shall have the right to determine the plan administrator. The employee shall pay for the monthly administration fee for documents required to be filed under Section 125 including a salary reduction agreement. Prior to the 1997-98 school year, the Employer will have adopted a qualified plan document up to the maximum permitted by the Code including a salary reduction agreement which complies with Section 125 of the Internal Revenue Code. The plan document will become effective with the September 1997 open enrollment period.

F. Vision Care

The Board will provide to all full-time employees a vision care program with internal and external coordination of benefits as follows:

	<u>Rates</u>
Examination	\$58.00
Lenses	
Pair - S V	\$50.00
Bi-focal	\$60.00
Tri-focal	\$70.00
Frames	\$80.00
Contacts	\$80.00

Includes complete exam, prescription lenses and frames once every twelve (12) months. A change in prescription is necessary for the replacement of lenses and/or frames.

Includes prescription sunglasses, gradient tints, photogray lenses, blended lenses and oversize lenses. See definition of full time employees in paragraph B.

6. Employees shall be responsible for insurance premiums from and after thirty (30) days following the expiration of sick leave or the commencement of an unpaid leave of absence. If an employee shall fail to work or be paid via use of sick leave, at least fifty percent (50%) of the scheduled work time in any given month, he/she shall be responsible for the prorata amount of the insurance premium(s) due for that month.
- H. If a driver works or is on approved sick leave at least 50% of the scheduled work time in any given month, the board will be responsible for the insurance premiums for the month. If a driver fails to work at least 50% of the scheduled work time in any given month and is on an approved unpaid leave of absence, the driver shall be responsible for the prorata insurance premiums for the month.

ARTICLE 14

SCHOOL REIMBURSEMENT

- A. The school shall reimburse the driver for the cost of schooling and licenses required to drive school buses when a license is renewed. If, however, additional costs are incurred because of driver's driving record, the driver shall be responsible for those additional costs to secure his/her continued license.
- B. The school shall reimburse for required physical examinations up to twenty (\$20.00) or whatever the school's physician charges. Reimbursement will be made on or before the first (1 st) pay in November.
- C. Payment for schooling will be made on the next scheduled pay period, following completion of required hours and evidence of school completion is presented to the Coordinator of Transportation.

ARTICLE 15

PHYSICAL EXAMINATION

- A. It is required that bus drivers be given physical examinations by a physician approved by the Board of Education.
- B. Each driver shall have passed a physical examination before she/he transports pupils.
- C. Each driver shall be physically examined annually.
- D. Each driver shall be subject to random sampling for drug and alcohol tests.

ARTICLE 16

WORK WEEK

- A. A work week shall usually consists of five (5) days a week.
- B. Transportation's working week shall coincide with the school year.
- C. All absence must be reported not later than 6:00 A.M. This will be done by calling the Coordinator of Transportation either at home or at the bus garage.
- D. Buses are not to leave the terminal earlier than fifteen (15) minutes before school dismissal time.
- E. All drivers must report in person to the bus garage 15 minutes prior to the scheduled time for departure, unless prior approval has been given by the Coordinator of Transportation.
- F. Drivers shall receive pay at field trip rate for all meetings in excess of four (4) per year, called by the Coordinator of Transportation, minimum of one (1) hour pay.
- G. Drivers will be paid for the route selection meeting at field trip rate with a minimum of one (1) hour pay. During the school year, the Coordinator of Transportation may call meetings of the drivers to discuss topics of interest, however, these meetings shall not exceed a total of three (3) hours per school year without additional pay.

Any meetings requiring the attendance of the driver with the principal and parent will be paid a field trip rate for actual time spent. Attempts will be made to schedule such meetings at approximately 9:30 A.M.

ARTICLE 17

SENIORITY

- A. New employees hired, other than substitutes, part-time and temporary help shall be considered as probationary employees for thirty (30) working days in their job assignment. There shall be no seniority among probationary employees. When a full-time, permanent, probationary employee finishes the probationary period, he/she shall be entered on the seniority list and shall rank for seniority thirty (30) working days prior to the day he completed the probationary period; the thirty (30) day period may be extended for any absences during that period by the amount of said absences. Full time shall be defined as a double am and pm run.
- B. Seniority shall be in accordance with the employee's last day of hire.
- C. Employees moving from one collective bargaining unit to another shall not retain or transfer accumulated seniority accrued in any other collective bargaining unit except as follows:
- An employee may transfer outside of the bargaining unit for a period of sixty (60) working days without losing previously acquired seniority, however, he/she shall not accumulate seniority outside of the bargaining unit.
- D. When more than one employee is hired on the same day, seniority will be determined by alphabetical sequence of last names.
- E. The Board will provide the Association, upon request, with a seniority list on August 15.
- F. An employee will lose his seniority and terminate his employment with the Board for the following reasons:
1. Employee quits or retires.
 2. Employee is discharged and the discharge is not reversed.
 3. If the employee fails to return to work when recalled from layoff.
 4. If the employee overstays by one (1) day of leave of absence granted for any reason, as hereinafter provided, unless an extension has been granted, he shall lose his seniority.
 5. If the employee gives a false reason for a leave of absence.
- G. An employee who is hired for only a limited period of time to substitute for one or more permanent, full-time employee, or permanent, part-time employee during their absence, because of illness or while on leave or vacation, or for a job which is of limited duration, and who is so informed at the time he is hired, shall be considered a temporary employee. He shall not acquire seniority by virtue of such temporary employment.
- H. An employee who has an approved health leave or is disabled and unable to perform their work, will continue to accumulate seniority during this period of time for up to one (1) year from the last day worked.
- I. An employee who receives an extension of health or hardship leave or is disabled and unable to perform their work in excess of one (1) year from the last day worked, will not accumulate seniority but will retain his seniority up to one (1) additional year.

- J. A leave of absence shall not be given to an employee to seek employment outside the school district.

ARTICLE 18

ROUTES AND TRIPS

- A. The number of regular runs shall be given according to seniority. If a single run is to be added after the initial assignment of regular runs during the school year, it shall be added to the most senior compatible single run that exists at that time. If a single run does not exist then the additional run shall be given according to seniority. Single runs will be paid at one-half the double run rate except where the driver has only a single run. Drivers brought in for single run only will continue to receive double run pay.
- B. Kindergarten runs shall be chosen by the drivers according to seniority. Sub drivers for kindergarten and middle school career center runs shall be appointed by the Coordinator of Transportation according to seniority. Kindergarten runs of 22 or more students shall be paid at the double run rate. Kindergarten runs using mini buses and having 22 or less students shall be paid at the rate of \$16.88 per hour in 1996-97, \$17.05 per hour in 1997-98, \$17.22 per hour in 1998-99 with a minimum of 1-1/2 hours pay. The kindergarten take home as well as a kindergarten pick-up with the same bus and driver will be paid at the triple run rate.
- C. Any school sponsored trip involving the transportation of Okemos Public School students and paid for by district funds shall be driven by Okemos Public School bus drivers. Commercial transportation may be used for all out-of-state trips. (It is understood that commercial transportation may be used for the fall football trip to Traverse City without violation of this contract.) The use of vans for transporting less than seventeen (17) students per van to an event or function may continue as it has in the past. School buses and/or trucks used to transport student luggage or supplies shall be driven by the last bargaining unit member picked for the trip.
- D. Trips funded by parent organizations or parent fees involving students will be handled as follows:
1. Camping Trips may be handled by an outside source where existing equipment cannot reasonably handle both the normal route service for students coming and going to existing buildings and the camping trip. Where it is determined outside equipment and/or drivers must be used, the management shall inform the union of the reasons why the conflict cannot be resolved in favor of using existing bussing.
 2. Field Trips with students will be handled by bargaining unit members.
- E. Trips funded by parent organizations or parent fees without students will be at the discretion of the parent organization or sponsoring institution except where Okemos School transportation equipment is used bargaining unit employees must also be used.
- F. Special education students may be transported by an outside source as it has in the past. (See Letter of Understanding.)

- G. The district may use mini buses for runs having twenty-two (22) or less special education, gifted, or Chapter I students. Effective with the 1997-98 school year, career center students will be included in the foregoing. The driver shall be paid at a rate of \$16.88 per hour in 1996-97, \$17.05 per hour in 1997-98, \$17.22 per hour in 1998-99 with a minimum pay of 1-1/2 hours. The number of "runs" or stops or schools used for drop off shall not affect the hourly pay.
- H. Seniority will be used for assigning drivers to athletic trips at the beginning of the school year.
- I. The parties recognize a field trip and shuttle run are separate and distinct activities. Drivers who had a team sport assigned to them the previous school year will have first option to drive the team in the fall until the route selection meeting is held.
- J. 1. A field trip is a complete run to and from one event or activity during the school year. There should be no intent to combine a field trip with an additional shuttle run and consider this a single run for the purposes of paying drivers.
2. In the summer, field trips will be handled as specified in Article 5-B-2-d.
- K. 1. All field trips will be chosen according to an equal-hour basis. Such hourly records are to be kept on a chart for viewing. Any driver low on field trip hours shall have first chance at open field trips. If said driver declines the open trips, hours will be automatically charged under him/her. Drivers not wishing to take field trips may request to have their names removed from the available list. New regular drivers and those who wish to be reinstated, may be placed on the active list by assuming charged hours equal to the highest hours on the list. All drivers will be allowed free admission to any interscholastic athletic events for which they are assigned to drive. The Board will not pay in excess of \$20 for admission charges to field trip events if the event is within a ten-mile radius of the bus garage.
2. Participation of family members on a field trip will require registration and payment of any fees connected to the trip.
3. Trips will be posted on Monday morning and will be assigned at a time to be determined by the drivers at their first meeting of the school year. A committee of drivers shall have the responsibility of the field trip charge boards. Trips scheduled for Monday morning will be posted on the prior Friday morning and filled Friday morning (until 12 noon). The Coordinator of Transportation may post late trips at any time at the bottom of the board, regardless of when they go out.
4. Team trips that regular drivers cannot take will be posted as early as possible, those interested sign and a drawing will be held. If the Coordinator of Transportation has several days notice, drawings will take place twenty-four (24) hours after the trip is posted. A driver does not have to be present for the drawing of a team trip. Last minute notices will be posted and drawn at 1:50 P.M. that day.
5. Once a field trip is selected it cannot be changed unless it has gone through the charge board. If a driver cancels, the hours will not be deducted and the trip will go up again. Low hours will prevail. Even if the driver has been charged before, the hours will be charged again.

Records will be kept by the committee in charge of the field trip charge board.

6. Uncovered trips will be covered at the discretion of the Coordinator of Transportation. He/she will attempt to cover trips with substitutes or regular drivers. If, after reasonable attempts are made, and no one is available, the team trips will be assigned to the driver that selected that particular team. Field trips that are not covered will be assigned to drivers starting with the lowest seniority on a rotating basis.
7. If a driver is off the last working day before a weekend trip a stand-by substitute will be picked. If it is on the charge board it will be picked according to low hours. If it is a team trip drivers interested will sign up and a drawing will be held by 1:50 P.M. on the last working day. If the trip goes before 9:00 A.M., the stand-by substitute will be notified the night before by the supervisor. If it is after 9:00 A.M., the stand-by will be notified two (2) hours before leaving time by the supervisor.
8. An attempt will be made to notify transportation personnel at least twenty-four (24) hours prior to the time of departure, if a field trip has been canceled or postponed. Night trip drivers must notify the Coordinator of Transportation not later than 12 Noon the day of the trip, if they must cancel. Day trip drivers must notify the Coordinator of Transportation by 6:45 A.M., if they must cancel.

If transportation personnel report for duty for a field trip on Saturday or a day when school is not in session and the field trip is not taken, personnel will be paid for the time spent on the job, plus three (3) hours of the field trip hourly rate.
9. If a driver reports for duty on an assigned field trip while school is in session and is sent back to the bus garage because the bus is not needed, he/she shall be paid for the trip or three (3) hours at the field trip rate of pay whichever shall be the lessor.
10. Transportation personnel will coordinate pick up times with the person in charge of the trips.

For field trips scheduled between schools within the district that do not require more than two (2) hours the driver will be paid for two (2) hours. Trips that are in excess of two (2) hours the driver will be paid for an hour leaving and an hour returning.
11. On overnight field trips a separate room shall be provided for the driver.
12. If a driver has to give up a team or field trip because he/she has to go to court on school business, they shall be paid for that team trip.
13. When a regular kindergarten driver is on a field trip and a driver has been asked to substitute, the substitute driver will do the run even through the regular driver has returned early from the field trip.
14. If an unscheduled team trip is posted and the team driver is committed to a chargeable field trip, they must have their name removed from the chargeable trip and the hours deducted.

15. Only when a school cancels a field trip, those hours will be deducted from the driver who has accepted the trip. The only time the hours will not be deducted is when the trip is rescheduled. The driver will then take that trip.
- L. Sign up for summer work will be posted no later than May 15th each year. All drivers interested shall sign up no later than May 30th. Summer work/trips shall be assigned by the Transportation Coordinator on a weekly basis; at 9:30 A.M. on each Monday. Drivers present for weekly assignments shall be eligible for trips during that week. Drivers will not be paid for attending weekly assignment meetings. Drivers not present at 9:30 A.M. each Monday shall be called and/or assigned trips for that week only when eligible drivers are unable to cover for that week's trips.
- M. The administration will attempt to give the drivers as much notice as possible for all field trips.

ARTICLE 19

LEAVES OF ABSENCE

A. Maternity Leave

1. Maternity leave without compensation is available to personnel. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board. The maternity leave shall commence not later than that date that the personnel is unable to properly perform her required functions.
2. If the personnel desires a leave of absence, she must file a written request, including a physician's statement certifying her pregnancy, specifying the beginning and ending dates of the leave, with the Superintendent's office at least sixty (60) days prior to the date the leave is to begin.
3. A personnel who is pregnant may continue in active employment as late into her pregnancy as she desires, provided:
 - a. She does not become an occupational risk;
 - b. Her physician certifies periodically at the request of her immediate supervisor that she is physically sound and able to perform all duties of her position;
 - c. She performs all duties and functions of her position on the same basis as expected of any other employee;
 - d. A failure to comply with any of these requirements shall be just cause for the Board to place the personnel on a leave of absence.
4. Personnel may be requested to execute a waiver of liability or "save-harmless" agreement to protect the Board against any possible claim for any injury workers' compensation claim, initiated and/or by the unborn child, and/or father.
5. In computing service to determine personnel member salary at expiration of leave time spent on leave shall not be counted as active service in the Okemos Schools.
6. Personnel on a maternity leave of absence shall make written application for reinstatement ninety (90) days prior to the expiration date of the leave.

7. Returning personnel must provide a statement from a licensed physician as evidence of recovered health before being permitted to return to duties.

B. Health and Hardship Leave

1. The Board may grant a leave of absence for not more than one (1) year without compensation to any personnel member who is unable to perform his/her regular duties for an extended period of time because of personal illness, accident, or equally grave emergency, provided written request for such leave of absence is submitted by the personnel, and provided a written certification of illness is received from a physician for a health leave.
2. In computing service to determine said personnel's salary at expiration of leave, time spent on leave shall not be counted as active service. Personnel must provide a statement from a licensed physician as evidence of recovered health before being permitted to return to duties in the Okemos Schools. Returning personnel shall be given the same classification and salary step as they had at the time leave was taken, but shall be granted such increase or decrease as pertaining to that same classification and salary step provided by the new salary schedule.

C. Military Leave

1. Transportation personnel who have been inducted or enlist for military duty in any of the armed forces of the United States shall be granted a leave of absence for a period not to exceed ninety (90) calendar days beyond their honorable discharge date.

Application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) calendar days from date of said release or discharge.

3. Full credit towards advancement on the salary schedule shall be granted.
4. Leave shall not be extended beyond the initial enlisted or induction period.
5. A dishonorable discharge shall not obligate the Board for future employment.
6. A certification by a licensed physician of the physical and/or mental capability may be required as a condition of employment capability.

- D. Additional unpaid leaves during the school year will not be granted except in cases of emergency and/or with the approval of the Coordinator of Transportation.

E. Family Medical Leave

1. It is understood that the Family and Medical Leave Act of 1993 does not abrogate the rights of the parties under this Collective Bargaining Agreement. Where additional benefits are extended by the Act to bargaining unit members, those additional benefits will be honored by the district. Where certain employer rights are also granted in connection with those additional benefits, the district shall be free to exercise those rights.

2. Pursuant to the provisions of the Family and Medical Leave Act, eligible employees shall be granted unpaid leave for the purposes and to the extent required by law, subject to all of the terms and conditions of the law and its implementing regulations. Any paid or unpaid leave which is otherwise available under the provisions of this agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and shall be credited toward fulfilling the leave entitlement of the eligible employee to the extent permitted by the law and its implementing regulations.
3. Upon receiving notice of a request for leave of absence either under the Collective Bargaining Agreement or under F.M.L.A., the district shall notify the bargaining unit member when granting the requested leave in accordance with federal regulations that the use of the leave time will serve to satisfy the F.M.L.A. required leave time.

ARTICLE 20

FUELING

Bus drivers will not be required to gas buses on a regular basis. If a driver is assigned the responsibility for fueling all of the bus fleet, the rate shall be \$14.18 per day for 1996-97, \$14.32 per day for 1997-98, \$14.46 per day for 1998-99.

ARTICLE 21

OVERNIGHT TRIPS

- A. When a driver takes an overnight trip, he shall be paid at the field trip hourly rate of pay for all actual driving time and waiting time when required to remain with the bus at the event. The driver will cease to be paid when the bus is parked and he has no further duties for the evening. Only upon approval of the Director of Human Resources will the driver receive more than eight (8) hours pay in any one day. Said eight (8) hours is including both the driving and waiting time.
- B. Drivers shall not be required to share lodging and shall be reimbursed for the actual cost of the lodging at the single room rates not to exceed \$45.00 per night. Receipt of payment must be presented to the Director of Transportation prior to reimbursement. If a driver is required to stay at a hotel or motel where the sanctioned event is scheduled, the \$45.00 maximum shall not apply.

ARTICLE 22

JURY DUTY

Drivers shall not be assessed a "trip charge" for days he/she is serving on either a jury panel or actual jury duty.

ARTICLE 23

LAYOFF AND RECALL

- A. The Association shall be notified at least thirty (30) days prior to any pending reduction-in-force.

- B. Upon request by the Association, the Employer shall meet with representatives of the Association to review the circumstances and justification for any proposed layoffs.
- C. All layoffs shall be via inverse seniority.
- D. The Employer will give the driver fifteen (15) days written notice prior to the effective date of the layoff. "Written notice" will be given when the Employer places the notice of layoff in the mail with prepaid postage affixed thereon or personally delivers the layoff notice to the employee.
- E. Employees will remain on the recall list for the length of their seniority, but not to exceed three (3) years from the date of layoff.

ARTICLE 24

SAFETY AND FIRST AID

The Employer shall provide first aid kits, including rubber gloves and flashlights for all buses. Reasonable attempts shall be made by the Employer to provide basic training in emergency first aid procedures for all drivers. Time spent for participating in such training shall be provided by the Employer.

ARTICLE 25

CONSTRUCTION/OBSTRUCTION PROVISIONS

Drivers should notify their Supervisor of any specific construction site problems and/or obstruction problems throughout their runs, which he/she perceives as potential safety problems. The Employer agrees to investigate these concerns in an expedient manner and notify the driver(s) of his/her recommended course of action within three (3) days.

ARTICLE 26

ASSOCIATION BULLETIN BOARD

The Employer agrees to provide one (1) bulletin board designated for the exclusive use of the Association for Association related activities. The Employer shall also provide adequate space in the driver's meeting room for maintaining the board.

ARTICLE 27

NO SMOKING ENVIRONMENT

Smoking shall not be permitted in any school facility or on any school grounds.

APPENDIX A
HEALTH BENEFITS

\$5,000,000 per lifetime per covered person.

● Hospital

One hundred percent (100%) of eligible charges to Maximum Plan Benefit.

● Surgeon

Up to one hundred percent (100%) of Reasonable and Customary.

● Assistant Surgeon

Up to one hundred percent (100%) of Reasonable and Customary.

● Anesthesia

Up to one hundred percent (100%) of Reasonable and Customary.

● Miscellaneous, including Doctor's Office Calls, Physician's charges, Private Duty Nursing, Professional Ambulance, Oxygen, Blood, Plasma, Artificial Limbs, Braces.

Ninety percent (90%) of Reasonable and Customary charges after satisfaction of fifty dollars (\$50.00) individual or one hundred dollars (\$100.00) family calendar year cash deductible.

● Psychiatrist or Fully Licensed Psychologist Office Calls.

Ninety percent (90%) of Reasonable and Customary after satisfaction of deductible, fifty (50) visits per calendar year - MAXIMUM CHARGE PER FAMILY COUNSELING VISIT - \$60.

● Medical Attendance In-Hospital

One Hundred percent (100%) of Reasonable and Customary charges.

● Routine Newborn child Physician Visit

100% of reasonable and customary charge.

● Nursing Home

Ninety percent (90%) of up to forty-five dollars (\$45.00) per day, subject to deductible shown in Miscellaneous Section: custodial care excluded. Benefit maximum of 365 days.

● Diagnostic Lab and 5-Ray: Radiation Therapy and chemotherapy: screening Exams (Mammogram, Rectal, and Prostate Exams).

Routine screenings for individuals meeting established criteria such as age, family history, and other risk factors: one hundred percent (100%) for lab and x-ray: ninety percent (90%) for exams (subject to deductible).

● Medical weight Loss (for treatment of morbid obesity).

Lab services one hundred percent (100%): doctor's office calls and physician's charges: ninety percent (90%), subject to deductible shown in Miscellaneous Section.

[The aggregate amount of reimbursement is limited to seven hundred dollars (\$700.00) in a Benefit Period. A Benefit Period begins with the date of the first (1st) service and ends on the date insurance terminates or three (3) years following the date of the first (1st) service, whichever is earlier.]

- Outpatient Allergy Treatment

Lab services one hundred percent (100%): physician charges and supplies for allergy and related conditions; ninety percent (90%), subject to deductible shown in Miscellaneous Section.

[The aggregate amount of reimbursement is limited to seven hundred dollars (\$700.00) in any calendar year.]

- Mandibular Orthopedic Repositioning

Ninety percent (90%) to a lifetime maximum of five hundred dollars (\$500.00), subject to deductible shown in Miscellaneous Section.

- Home Health Care

One hundred percent (100%) of Reasonable and Customary when prescribed by doctor and rendered by approved home health care agency.

- Mammography Screening

One baseline mammography for members age 35 to 40, one routine mammography annually for members age 40 and over.

- Hospice care (for terminal illness)

\$8,000 maximum benefit for covered charges incurred in six (6) month period in lieu of other plan benefits for same charges.

- Prescription Drugs

One hundred percent (100%) coverage after three dollar (\$3.00) co-payment per prescription or authorized refill.

APPENDIX B

GRIEVANCE REPORT FORM

ARTICLE 10, Paragraph H, GRIEVANCE PROCEDURE, REQUIRES THAT A WRITTEN GRIEVANCE SHALL CONTAIN THE FOLLOWING:

1. It shall be signed by the grievant.
2. It shall contain the date of the alleged violation.
3. It shall be specific.
4. It shall contain a summary of the facts giving rise to the alleged violation.
5. It shall cite the section(s) or sub-section(s) of this Agreement alleged to have been violated.
6. It shall specify the relief requested.

GRIEVANCE # _____ School District Distribution:
1. Superintendent
2. Director of Human Resources
3. Immediate Supervisor
4. Association
5. Grievant

GRIEVANCE REPORT

Submit to Immediate Supervisor in duplicate

Name of Grievant _____ Date Filed _____

STEP I

A. Date Cause of Grievance Occurred _____, 19____.

1. Statement of Grievance
2. Relief Sought

B. Disposition by Immediate Supervisor

Signature _____ Date _____

C. Position of Grievant and/or Association

Signature _____ Date _____

STEP II

A. Date received by Director of Human Resources

_____, 19____.

B. Disposition of Director of Human Resources

Signature _____ Date _____

C. Position of Grievant and/or Association

Signature

Date

STEP III

A. Date received by Superintendent or his/her designee and one member of the Board of Education _____, 19 ____ .

B. Disposition by Superintendent/designee and Board Member

Signature

Date

C. Position of Grievant and/or Association

Signature

Date

APPENDIX C

NOTES FROM BARGAINING

During the negotiations the parties discussed the concerns expressed by the Okemos Bus Drivers Association over the snow and ice problems prevalent in the bus parking lots during the winter months.

The primary concern was the removal of snow and ice (via salting) of these areas before the Drivers prepare their buses for runs.

The Administration agreed that maintaining safe, clear parking lots be given every reasonable consideration in the future. Furthermore, the Administration agreed to notify appropriate parties of this action.

APPENDIX D

WILLIS CORROON

November 16, 1992

Mr. Marvin J. Koets
Assistant Superintendent
Okemos Public Schools
4406 N. Okemos Road
Okemos, MI 48864

RE: Bus Driver Liability

Dear Mr. Koets:

Regarding liability insurance for bus drivers, be advised that drivers, as well as other employees may find coverage under the school district's automobile liability policy, commercial general liability policy, and umbrella excess liability policy.

Should a bus driver be sued for bodily injury or property damage resulting from driving, he/she would be covered for legal defense and payment of any judgments through the auto policy for up to \$1,000,000. If a driver makes uncalled for remarks to students which are offensive, or strikes a child to get them to settle down, the districts general liability policy would pay defense costs and judgments up to \$1,000,000. The umbrella policy would provide higher limits of liability over and above the auto and general liability.

Criminal acts are not covered such as sexual molestation.

If you have any specific example of potential claim areas, please contact me to discuss further. I hope this brief description has helped you.

Regards,

WILLIS CORROON CORPORATION OF MICHIGAN

/s/ Terry W. Glissman, CPCU
Vice President

LETTER OF UNDERSTANDING
RE: ARTICLE V, C
COMPUTATION OF OVERTIME

It is agreed between the parties that the interpretation of Article V, Section C, shall be changed with the 1992-93 school year.

When calculating overtime, the parties agree that only actual driving time shall be used, not time that may be assigned as minimum pay for the run or shuttle or some other calculation.

Actual driving time means the lapse of time from when the bus leaves the bus garage complex until it returns to the bus garage complex.

Actual driving time for purposes of computing field trip pay is as defined in Article 21.

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING
RE: ENFORCEMENT OF BOARD POLICY R3541

It is understood between the parties that Section VII, paragraph D.1. of Board Policy R3S41 is meant to authorize drivers to remove student(s) from the bus for severe misconduct before a run commences subject to proper notification of the principal or his/her designee.

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING

The Employer and the Association agree to implement a pay schedule allowing a choice of payment schedules for base pay only. The options include:

- 1) Biweekly
- 2) 21 pays
- 3) 26 pays

The drivers shall notify payroll of the option chosen at least two weeks prior to the start of the school year.

LETTER OF UNDERSTANDING

It is agreed by and between the Okemos Board of Education and the Okemos Bus Drivers Association on this 1st day of July, 1993, that in order to achieve clarification of the relationship of "full-time" as used in the collective bargaining agreement specifically in Article 5, Section F and Article 13, paragraph E (longevity and health insurance), that this Letter of Understanding shall govern:

1. It is agreed that if employees received longevity payments under Article 5, Section D or health insurance under Article 13, Section E, during the 1989-90 school year, but are not driving "full-time" as defined in Article 13, paragraph B, they may continue to receive longevity and health insurance benefits even though they are not driving full-time within the meaning of the current collective bargaining agreements so long as they have not driven full-time at any time between the 1989 school year and the 1993-94 school year. New drivers or those who have voluntarily worked less than full-time will receive only a prorata amount of the fully paid single subscriber rates for health insurance.

s:\users\tem\jtm\okemos.bul



