

3839

6/30/2000

CONTRACT

between

BOARD OF EDUCATION

SAGINAW TOWNSHIP COMMUNITY SCHOOLS

and

TEAMSTERS LOCAL 214

1996 - 2000

Saginaw Township Community Schools

**SAGINAW TOWNSHIP COMMUNITY SCHOOLS
SAGINAW, MICHIGAN**

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MASTER AGREEMENT
between the
Saginaw Township Board of Education
and the
Teamsters Local 214

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 1997, between the Board of Education of the Saginaw Township Community Schools, hereinafter called the "Board", and the Teamsters Local 214, hereinafter called the "Union".

ARTICLE I

RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and working conditions. Employees covered by this agreement include bus drivers and bus riders, but exclude the Transportation Supervisor, substitute bus drivers and riders, and all other supervisory personnel. Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees.

ARTICLE II

BOARD RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing rights:

1. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal, or demotion for just cause, and to promote and transfer all such employees.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and

express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

C. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

ARTICLE III

UNION RIGHTS

A. Employees shall be entitled to full rights and citizenship and no religious or political activities of any Employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such Employee. The private and personal life of any Employee is not within appropriate concern or attention of the Board, unless such activities adversely affect the Employee's efficiency or performance.

B. Any Employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Union. The Union agrees to furnish the Board with a complete list of all Employees each year requesting payroll deductions for dues at the beginning of each school year.

C. Any Employee who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the date of commencement of their duties, shall as a condition of employment pay a fee to the Union in an amount determined by the Union in accordance with its policies and procedures regarding objections to political-ideological expenditures, not to exceed the regular dues.

D. The parties expressly recognize that the failure of any Employee to comply with the provisions of this Article shall be just and reasonable cause for discharge from employment, within five (5) days after the Board is notified by the Union.

E. The Union shall present the Board with a certified check off list along with proper authorization for check off and shall be fully responsible for the validity and correctness of the list and agrees to reimburse the Board for any deductions made and paid over to the Union which may later be held to have not been authorized by the individual involved or which may constitute an illegal deduction.

F. The Union shall indemnify the Board and hold it harmless against any loss or claims for damages resulting from the payment to the Union of any sums deducted under this Article. In the event any actions or claims are commenced against the Board to recover from it any sums deducted under this Article, the Union shall intervene and defend against such action or claim.

G. Any Employee called into an office where discipline is contemplated, shall have the right to ask for Union representation. The driver and/or rider shall be told prior to the meeting that the call to the office is disciplinary in nature. In the event the driver and/or rider requests Union representation, the meeting shall be rescheduled to a time when the Union representative is present.

ARTICLE IV

ASSIGNMENT AND TRANSFER

A. At least seven (7) calendar days prior to the first day students are scheduled to start attending classes for the school year, the driving and riding routes which have been established by the School District shall be assigned by the Transportation Supervisor consistent as practicable with the driver's/rider's prior year's final route. All work performed before the final annual bidding shall be paid at a time allotment of not less than the amount of time assigned to the work by the Transportation Supervisor at the time of the posting, however, the driver or rider shall receive pay for the actual time worked if greater than assigned. (For fall of 1997, 1998 and 1999 only, the driving and riding routes will be bid, and noon routes will be bid separately.)

The fall student membership count day bid will occur no later than the fall student membership count day. The routes which have been established by the School District shall be posted and all drivers/riders notified as to the time and place where bidding, by seniority, shall take place.

Routes shall be bid and assigned on a seniority basis. All routes, and any revisions thereto, shall be established within the School District's sole discretion. The District may, at its discretion, revise and re-bid routes at any time with five (5) days prior notice to the Union.

B. If any routes become available during the school year, the routes shall be posted on the bulletin board in the bus garage for five (5) working days. Any driver or rider may apply for the positions. The first consideration shall be given to those drivers/riders with the most seniority within their respective job classification. A route shall become available for drivers/riders to bid if the route time increases or decreases by a minimum of eighteen (18) minutes (1-1/2 hours per week) over a period of three (3) consecutive weeks. The Employee who succeeds in obtaining the route shall be disqualified from bidding on any other route during the school year unless the new route would involve additional time of at least eighteen (18) minutes or the old route was reduced by eighteen (18) minutes or discontinued. Copies of each job posting and names of all bidders for the job posting shall be given to the secretary of the Union.

C. If a regular driver's/rider's route is lost due to an increase, reduction or elimination, the driver/rider who lost his/her route shall be assigned (bump) to a regular route held by the driver or rider with the least seniority and having a total run time close to, but not exceeding the total run time lost.

The displaced (bumped) employee shall take the place of the bumping employee. The displaced (bumped) employee may subsequently displace a lower seniority employee subject to the above provisions.

D. If in the event of an emergency, a bus driver is used as a bus rider, the driver shall be paid regular driver wages.

E. Each employee shall be required to perform a ten (10) minute paid pre-trip inspection prior to the beginning of each route.

F. A substitute driver shall be a qualified driver who has not been assigned a regular route. A substitute rider shall be a qualified rider who has not been assigned a regular route.

G. The District retains the right to assign substitute driver(s) to temporarily replace an absent regular driver, regardless of the length of the absence. Noon runs will be assigned to the next senior available driver for the duration of the absence.

H. The present two (2) hour guarantee will be effective for those drivers presently employed as a regular driver or rider as long as they remain employed in this system. This two (2) hour guarantee shall include two (2) hours work and wages, including ten (10) minutes for pre-trip inspection shall be paid to the bus drivers, substitute bus drivers and bus riders (that are employed by the District effective December 15, 1983), for each time they are required to report to work. In the event a regular route runs more than two (2) hours, the employee will be paid actual time worked. This two (2) hour guarantee shall apply to actual driving time only. Excluded from this two (2) hour guarantee is non-driving work, by way of example, but not limitation (training, meetings, etc.).

I. Whenever the District determines that a rider has successfully completed the requirements as established by the District, becomes a District driver, and such determination is made after annual bidding is completed, the new driver cannot immediately bump other regular drivers, but can bid on regular assignments that become available through the posting procedures. Riders who are promoted to the driver classification shall convert their rider's seniority, but shall forfeit all rider's seniority for all purposes under this agreement with the exception of layoff. A driver or a rider shall not work within another classification unless directed by the District in which case the higher rate of pay for actual work performed will be paid.

ARTICLE V

SENIORITY

A. New Employees shall be considered probationary employees until they have actually performed work for ninety (90) working days. After completion of the ninety (90) working days,

the Employee will be considered as a regular employee and seniority will start as of the first day worked after completion of the probationary period.

1. In the circumstances of more than one (1) individual beginning employment on the same date, two (2) representatives of the Union and two (2) representatives of the Board will participate in a drawing to determine position on the seniority list. Union members so affected will be notified in writing of the date, place and time of the drawing.
2. During the probationary period, the probationary employee may be discharged, laid off or otherwise dismissed at the sole discretion of the School District without any rights of recourse under this Agreement by either the employee or the Union.

B. Seniority shall be granted either as a driver, both regular and substitute, or a rider, as of the first day worked after completion of the probationary period.

C. When an Employee acquires seniority, his/her name shall be placed on the seniority list. The seniority list will show the names and job classification of all Employees entitled to seniority.

D. Loss of Seniority. An Employee shall lose his/her seniority for the following reasons:

1. Resignation.
2. Discharge.
3. Absence from work for three (3) working days without notifying employer.
4. Failure to return to work when recalled from lay off without just cause.
5. Being laid off for two (2) years.

ARTICLE VI

LAY OFF AND RECALL

A. In the event the employer determines it is necessary to reduce the work force, such reduction shall take place on the basis of seniority in job classification. The employee having the least seniority in each classification shall be the first to be laid off. Employees shall be notified of impending layoff at least five (5) work days prior to the effective days of said layoff unless an emergency exists. Recall shall be on the basis of inverse order.

B. In the event an employee is laid off in one of the classifications (driver or rider), and is presently qualified, as determined by the District, to perform the work of the other classification, he/she shall have the right to exercise seniority to bump the highest senior employee having less seniority than his/her own in that classification to avoid layoff.

C. An employee who wishes to avoid layoff by exercising his/her right to bump, must give notice to the employer within the five (5) work day notice of impending layoff period after receipt of the notice.

ARTICLE VII

EMERGENCY SCHOOL CLOSINGS

A. Should severe weather conditions exist and a driver/rider held over, the drivers/riders will be granted extra time at regular pay.

B. All drivers and riders shall be paid in the following manner for days that school is scheduled to open, but is called off for reasons beyond the control of the drivers/riders, such as snow, sleet, mechanical problems in schools or buses, drivers/riders shall receive:

1. Full pay only for the number of days canceled and exempt from make-up under the Michigan School Code, but shall be required to work, with pay, on any rescheduled days.
2. Employees who are called in to perform work during Emergency School Closings, shall receive their regular hourly rate.

ARTICLE VIII

TRIP ASSIGNMENTS

A. All trip assignments (field trips, extra trips) shall be determined by the District, and shall be defined as any driving assignment other than a scheduled route. Trip assignment hours shall not be counted towards benefit eligibility.

B. Only substitute drivers who are not temporarily assigned to drive a route on behalf of an absent regular driver, shall be eligible to drive trip assignments. Regular drivers shall have priority to drive a trip assignment so long as such trip driving assignment does not interfere with the regular driver's morning route.

No Employee's hours worked shall exceed forty (40) hours in a consecutive seven (7) day period. Drivers shall be guaranteed a minimum of two (2) hours driving time for each trip assignment, except no employee will be allowed to earn double pay for the same time period. If any driver selects a trip that would result in double pay, the driving time for the trip will be reduced by the amount of time that would result in double payment.

If during any consecutive two week period, regular drivers' routes are not covered, management reserves the right to temporarily suspend the awarding of field trips to regular drivers that take place during the time scheduled as the regular driver's route.

C. The Transportation Supervisor shall attempt to equalize trip assignment hours as closely as practical, giving consideration to the efficient operation of the system. Regular drivers shall have first selection priority of trip assignments if the drivers are available, consistent with the other provisions found herein. Hours worked as a temporary replacement for a regular driver shall be considered as trip assignment hours for purposes of equalization. Trip assignment driving hours selected by a regular/substitute driver, but later refused by the regular/substitute driver, shall be considered as trip assignment hours worked for purposes of equalization.

D. Once the regular/substitute driver accepts the trip assignment, the regular/substitute driver will be required to perform the duties. If a legitimate reason, acceptable to the District, is given, then the regular/substitute driver may be excused from driving an accepted trip assignment, but will be charged as though the trip assignment hours were worked for purposes of equalization. If the regular/substitute driver does not work the accepted trip assignment, and a legitimate reason, acceptable to the District, has not been provided, the regular/substitute driver shall not be eligible for trip assignments for a period not to exceed ninety (90) days. Regular/substitute drivers who are unable to fill an extra trip assignment due to absence resulting from being on leave (paid or unpaid), shall be returned to the list equalized to the other drivers at the completion of the leave. Trips not selected by drivers will be offered to substitutes. If trips still remain, regular drivers, if eligible, will be assigned trips based upon seniority. The least senior drivers being assigned first. If a regular/substitute driver refuses trip assignments more than two (2) times in a semester, then he/she shall be disqualified from trip assignment list eligibility for the remainder of the school year.

If the trip assignment is canceled and the Employee has already arrived at the bus depot, the Employee shall be paid one (1) hour straight-time driving wages.

E. Meal Allowance. Drivers of a trip assignment in excess of four (4) hours which has been determined by the Transportation Supervisor to interfere with a regular meal period (breakfast, lunch or dinner) shall be entitled to receive a \$5.00 taxable stipend allowance per meal.

F. Down Time. Employees shall be paid the regular hourly rate for driving time, and the following hourly rate for down time:

1996-97	\$8.42 per hour
1997-98	\$8.59 per hour
1998-99	\$8.76 per hour
1999-00	\$8.94 per hour

Down time to be determined by the Supervisor. If a trip assignment lasts more than (1) day, the normal day will be considered 8-5 and the wages will be paid only for those hours. Total hours will be determined by the Transportation Supervisor. The driver will be paid for total number of

hours on the trip assignment and shall be responsible for the bus at all times. Unless directed otherwise by the trip supervisor, the driver and bus will be required to stay at the site of the trip. The trip supervisor shall be identified and communicated to the driver in advance of the trip. For the purpose of driver's meals, the driver and bus may be away from the site for a period not to exceed one (1) hours per earned meal.

G. Adequate arrangements shall be made with drivers for anticipated expenses such as parking fees, toll fees, additional gas, and hotel, motel accommodations, as well as unexpected expenses which may be incurred, such as repair bills. Drivers shall sign a prepared voucher for funds and return any unused portion thereof and/or receipts for expenses incurred upon completion of trip assignment.

ARTICLE IX

GRIEVANCE PROCEDURE

A. Definition. A grievance shall mean a complaint by a driver in the bargaining unit that has been to him/her a violation, misinterpretation, misapplication or inequitable application of a specific provision(s) of this Agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by law.

As used in this Article, the term "driver" may mean a group of drivers and/or riders having the same grievance.

B. The driver who feels that he/she has a grievance should first take the matter up verbally with the Immediate Supervisor (within ten (10) working days following the act or condition which is the basis of the driver's grievance), who will attempt to resolve it with the driver.

C. If this fails to resolve the grievance, the driver shall submit the grievance in writing, within thirty (30) working days, specifying the section of the contract alleged to be violated, the event that caused the alleged violation, the alleged violation, and the remedy sought.

D. Within five (5) working days of receipt of the written grievance, the Immediate Supervisor shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. At the time of conference, the driver may appear personally or may be represented by a Union representative, or both. Such conference may be scheduled by the Administration during regular working hours, without loss of pay to the grievant. Conferences shall not be scheduled at a time that would result in a disruption of normal school routine and duties.

E. Within five (5) working days after such conference, or longer if mutually agreed to, the Immediate Supervisor shall answer such grievance in writing. If the Immediate Supervisor fails to answer the grievance in writing within the time limits specified herein, the grievance shall be automatically advanced to the next level of the Grievance Procedure.

F. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the Immediate Supervisor's decision will be final.

G. If the Union does not accept the Immediate Supervisor's written answer, the grievance may be appealed to the Superintendent of Schools by sending such notice in writing to the Superintendent within five (5) working days from the date of receipt of the Immediate Supervisor's written decision.

All time limits and/or steps may be waived by mutual consent of both parties providing such consent is in writing.

H. Within ten (10) working days of receipt of the written appeal, the Superintendent, or a designated representative, will arrange for a conference to satisfactorily resolve the grievance. Such conference may be scheduled by the Administration during regular working hours, without loss of pay to the grievant. Conferences shall not be scheduled at a time that would result in a disruption of normal school routine and duties.

I. Within ten (10) working days, or longer if mutually agreed to, the Superintendent, or a designated representative, shall answer such grievance in writing. If the Superintendent or his/her designee does not answer the grievance in writing within the time limits specified herein, the grievance shall be automatically advanced to the next level of the Grievance Procedure.

J. Such answer shall be final and binding unless appealed to the next step within 25 working days from the date of the Superintendent's written decision.

K. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration at the election of either party. The arbitrator shall be chosen in accordance with the rules of the American Arbitration Association.

L. Within ten (10) days after submission to binding arbitration, as specified in "J" and "K" above, the party choosing to arbitrate must provide the other party with written notice setting forth the specific nature of the dispute to be arbitrated.

M. The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of specific provisions in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall, therefore, not have authority, nor shall it consider its function to include, the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give a decision which in practical or actual effect modifies, revises, detracts from, or adds to, any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result

in, what is in effect a modification (whether by addition or deduction) of clear and unambiguous written terms of this Agreement.

N. Unless expressly agreed to by the parties, in writing, the Arbitrators are limited to hearing one issue or grievance upon its merits at any one hearing. Separate Arbitrators shall be selected for each grievance appealed to binding arbitration.

O. The fees and expenses of the third party impartial arbitrator, shall be borne equally by the parties. All other expenses incurred shall be paid for by the party incurring them.

P. The term "days" when used in this Article shall mean work days or, during the summer months, days when the Administration office of the Board is open for business.

Q. Any claim or grievance arising prior to the expiration of this Agreement shall be processed through the grievance procedure until resolution even though the Agreement may have expired while the grievance is in progress.

R. Grievances filed as class grievances shall be initiated at the Superintendent level of the Grievance Procedure. The Superintendent shall retain the discretion to remand a class grievance to prior steps of the Grievance Procedure, but shall not remand as a subterfuge to violate the time provisions provided within this Article.

ARTICLE X

SICK LEAVE

A. Sick leave is a form of insurance and not a form of compensation. The purpose of sick leave shall be to protect members of the Union when the Employees become ill.

B. Employees shall be credited with one (1) sick day per each month actually worked, not to exceed a total of nine (9) for any school year. Any sick days not used in one year, shall be accumulated to a total of 93 days.

C. Employees who qualify for sick pay shall receive this pay on their regular payday.

D. Family and Medical Leave Act. Eligible bargaining unit members shall be entitled to family and medical leave for up to twelve (12) weeks in accordance with the Family and Medical Leave Act and as outlined in the Policies and Procedures adopted by the Board of Education.

E. Any Employee having exceeded their accumulated sick leave days may request additional days with pay. The request shall be made in writing to the Sick Leave Review Board. This Board shall consist of two (2) representatives of the Board of Education and two (2) representatives of the Union. The Sick Leave Review Board shall have the right to grant or

suspend additional sick leave days and shall notify the applicant of its decision in writing. Any extension will be majority decision of the Sick Leave Review Board.

F. The Employer may require an Employee to substantiate any absence due to alleged illness exceeding three (3) work days through a doctor's statement. An employee who has been disciplined for attendance abuse, may be required to provide a doctor's letter covering each absence. If required by the Employer, it shall be at the Employer's expense.

G. An Employee covered by this agreement who is absent from duty as a result of personal injury caused by accident, disease or assault upon him/her, arising out of, and in the course of his/her employment, may have the option of drawing workers' compensation solely, or workers' compensation plus sick leave (combined payment not to exceed the Employee's regular daily rate). In the event the Employee chooses combined payment of sick leave and workers' compensation insurance, the days of sick leave drawn will be charged to the Employee's sick leave accumulation based on the Employee's regular hourly rate of pay.

ARTICLE XI

OTHER AUTHORIZED LEAVES

A. Funeral Days. The Employee shall be allowed three (3) days of absence, and any additional days approved by the Administrator without loss of pay or sick leave in the event of death of a member of the immediate family. If additional days are needed, these days may be taken without pay. Immediate family shall include: mother, father, husband, wife, child, stepchild, adopted child, sister, brother, grandparents, grandchild, father-in-law, mother-in-law, or any relative who is a permanent resident in the Employee's home.

B. The Employee shall be allowed one (1) day of absence, and any additional days approved by the Administrator, without loss of pay to attend the funeral of an aunt, uncle, nephew, niece, sister-in-law, brother-in-law, or spouse of his/her child.

C. Personal Days. Employees shall be allowed two (2) days in any school year, after they have completed one (1) year of service as a regular driver/rider, for personal business which cannot normally be handled outside working hours, without loss of pay. Application for such absence must be made in writing stating the nature of the business to be conducted during such absences, and must be filed with the Supervisor of Transportation ten (10) days prior to the day if possible. Hunting, fishing, recreation and vacation are not considered proper uses of this Article.

D. Jury Duty. When serving on jury duty, the Employee shall be paid their regular daily rate of pay for hours they would have been scheduled to work. Any compensation received from the courts while serving on jury duty - cash, voucher or check - shall be returned to the Employer. Any compensation received from the courts in excess of Employee's normal daily rate shall be reimbursed by the Employer to the Employee. The Employee shall retain any compensation received from the Courts for mileage.

E. Other Authorized Leaves. Leaves of absence without pay may be authorized by the Superintendent, or a designee. The leave of Absence shall not be granted for a period longer than one year, except by specific recommendation of the Employer.

ARTICLE XII

HOLIDAYS

Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas, New Years, Good Friday and Memorial Day.

ARTICLE XIII

NO STRIKE CLAUSE

The Association and the Board recognizes that strikes and other forms of work stoppages by Bus Drivers, Substitute Drivers and Riders are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any member to comply with any provision of this Article shall be cause of whatever disciplinary action is deemed necessary by the Board.

ARTICLE XIV

DISCIPLINE

- A. No Employee shall be reprimanded, disciplined, or discharged without just cause. Any such reprimand, discipline or discharge shall be subject to the grievance procedure.
- B. All disciplinary action shall be placed in the employee personnel file.
 - 1. Each Employee shall have the right to review, upon request the contents of their own personnel file, excluding pre-employment data. Each employee may have a representative of the Union accompany them in such review. The review will be made in the presence of the Administrator responsible for the safekeeping of such files.

ARTICLE XV

INSURANCE

A. Right to Select Carriers. Any benefits provided for by this Agreement shall be provided through a self-insurance plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the District. "Insurance companies" include regular line insurance companies and non-profit organizations providing such benefits described herein. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the District and the insurance company.

B. Non-Duplication of Benefits. There will be no duplication of District provided benefits (e.g. husband and wife both working for the District).

C. Available Fringe Programs. Consistent with other provisions found within this Article, the District shall make available the following fringe benefits:

	<u>Type</u>	<u>Coverage</u>
1.	Dental Insurance	80% reasonable and customary charges Class I, II & III
2.	Life Insurance	\$25,000.00
3.	Hospitalization	Blue Cross/Blue Shield PPO Plan, \$100/\$200 deductible, 80/20 co-pay, master medical, 50% mental health & private nursing duty, w/\$7.00 co-payment prescription drug plan. Semi-private hospital coverage.
4.	Optical Care	80% reasonable and customary charges.

D. All bargaining unit employees who are regularly scheduled to work twenty (20) or more hours per week, shall be eligible to purchase any of the benefits provided in paragraph C, above, through payroll deduction, on a pre-tax basis or after tax basis, at employee's election. Payments not made through payroll deduction for said benefits, shall be made in the month prior to the month in which any benefit is received.

The employees listed below shall have the one time right to receive any of the benefits in paragraph C, above, paid by the Employer in the amount opposite their name, and subject to paragraph E, below. To be eligible to exercise this one time option, the employee must have exercised his/her seniority to select routes which maximizes the working hours. Once received, the employee must continue, without interruption, any of the partially paid Employer benefits. If a benefit is at any time discontinued or interrupted, the Employer shall no longer be obligated to contribute toward that benefit, but the employee may elect to pay his/her own benefits as per paragraph D, above.

Jacqueline Bovee	62.5%
Debra Brown	50.0%
Marie Brown	50.0%
Dawn Chapman	62.5%
Dixie Davis	87.5%
Patricia Delavern	75.0%
Mary Felton	87.5%
Lela Gill	75.0%
Geraldine Harrison	50.0%
William Jentink	62.5%
Deborah Konecny	62.5%
Zo Kraynak	75.0%
Susan Landman	62.5%
Christine Morneau	50.0%
Judy Mureiko	62.5%
Larry Pretzer	87.5%
Carolyn Reinbolt	50.0%
Edwarine Rivette	87.5%
June Wilson	62.5%

In the event that the regularly scheduled hours for an employee listed above falls below twenty (20) hours, that employee's field trip hours will be counted toward the twenty (20) hour benefit eligibility requirement.

E. Health Care Cost Sharing. For each year this contract is in effect, the Board agrees to pay one hundred five percent (105%) over the prior year's Board-paid portion of the monthly premium cost for applicable coverage (single, double or family) for health insurance, dental insurance and optical care, as provided in paragraph C above. The cap is applied to each individual insurance coverage, not all coverages combined. Any premium amounts in excess of one hundred five percent (105%) of the prior year's Board-paid rates will be paid by the applicable employee through payroll deductions. All payroll deductions will be made pursuant to a qualified pre-tax payroll deduction plan.

F. Retirement. For contract year 1997-98, the Board of Education will pay, for each eligible employee, the current percentage of wages into the Michigan Public Employees' Retirement System. Thereafter, and for each year this contract is in effect, the Board agrees to pay one hundred three percent (103%) over the prior year's Board-paid amount into the Michigan Public Employees' Retirement System. Any amounts in excess of one hundred three percent (103%) of the prior year's board-paid amount will be paid by the applicable employee through payroll deduction. All payroll deductions will be made pursuant to a qualified pre-tax payroll deduction plan.

ARTICLE XVI

SALARY PROVISIONS

A. Drivers:

1996-97	\$11.44 per hour
1997-98	\$11.67 per hour
Benefit conversion	\$12.02 per hour
1998-99	\$12.26 per hour
1999-00	\$12.51 per hour

Beginning drivers - fifty (50) cents per hour less for probationary period.

B. Riders:

1996-97	\$7.54 per hour
1997-98	\$7.69 per hour
Benefit conversion	\$7.92 per hour
1998-99	\$8.08 per hour
1999-00	\$8.24 per hour

Probationary riders - fifty (50) cents per hour less for probationary period.

ARTICLE XVII

MISCELLANEOUS

A. Print contract at Board of Education expense.

B. Issue Activity Passes.

C. The Employer shall pay the cost of medical examinations required by the State to maintain bus driver eligibility. (Costs paid for such medical examinations shall not exceed the amount charged by the doctor(s) selected by the District

D. The Employer shall pay \$45.00 towards the employee's CDL license. New employees shall receive these payments after one (1) year of active employment.

ARTICLE XVIII

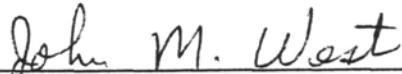
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1996, and shall continue in full force and effect until June 30, 2000. No extension or modification of this Agreement shall be binding unless reduced to writing and signed by the parties.


IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 11 day of August, 1997.

BOARD OF EDUCATION
SAGINAW TOWNSHIP COMMUNITY
SCHOOLS

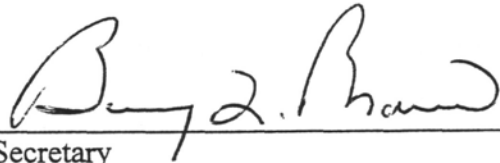
TEAMSTERS LOCAL UNION NO. 214




President



LES BARRETT
Business Agent



Secretary



MEMORANDUM OF UNDERSTANDING

The parties recognize that the transportation of children in a school bus is one of the most responsible and important functions of a school system. In view of this fact, it is imperative that drivers be in the best physical and mental condition possible while carrying out this responsibility.

