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LABOR AGREEMENT

Between
TEAMSTERS LOCAL #328
and
BARK RIVER-HARRIS SCHOOLS

EFFECTIVE:
JULY 1, 1998
Thru
June 30, 2000

Bark River - Harris Schools
Typed

12/02/98

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A G R E E M E N T

THIS AGREEMENT, made and entered into this first day of July, 1998, by and between BARK RIVER-HARRIS SCHOOLS, party of the first part and hereinafter referred to as the "Employer", and TEAMSTERS UNION LOCAL NO. 328, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at Escanaba, Michigan, party of the second part, hereinafter called the "Union".

WITNESSETH

WHEREAS, both parties are desirous of preventing labor disputes and maintaining a uniform wage scale, working conditions and hours of the employees of the Employer and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees and of promoting and improving peaceful industrial and economic relations between the parties.

ARTICLE I

RECOGNITION

SECTION 1. The Employer recognizes and acknowledges the Union as the exclusive representative in collective bargaining with the Employer for all classifications of employees covered by this Agreement and listed in Schedule "A".

SECTION 2. All full-time and part-time non-instructional employees of the Bark River-Harris Schools, including Maintenance employees, Cooks and Assistant Cooks, Secretaries, Bus Drivers, Custodians, Mechanics, Teacher Aides and positions hereinafter created by the Board who would have a significant community of interest with the previously enumerated classes, but excluding supervisory, confidential and non-secretarial administrative employees as defined by the Act.

SECTION 3. However, the terms and provisions of this contract do not apply to workers using Bark River-Harris Schools as a worksite and who are being paid entirely by and/or through other State and/or Federal Agencies sponsoring employment programs, providing there is no conflict with any local, state or federal law and further providing the use of such employee shall not result in the displacement of any of the regular employees covered by this Agreement.

ARTICLE II

UNION SECURITY - AGENCY SHOP

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such conditions shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

ARTICLE III

REPRESENTATION FEE CHECK-OFF

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union, the Union representation fee, initiation fees and uniform assessments, as provided in a written authorization executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this Contract.

(b) Dues, initiation fees and uniform assessments will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues, uniform assessments and/or initiation fees.

(c) The Employer agrees to provide this service without charge to the Union.

ARTICLE IV

DUES CHECK-OFF

(a) The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues, initiation fees and uniform assessments uniformly required, if any, as provided in a written authorization executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Contract.

(b) Dues, initiation fees and uniform assessments will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues, uniform assessments and/or initiation fees.

(c) The Employer agrees to provide this service without charge to the Union.

ARTICLE V

EXTRA CONTRACT AGREEMENTS

SECTION 1. The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with the said employees individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affect wages, hours or working conditions of said employees or an individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

SECTION 2. For new types of equipment or jobs for which rates of pay are not established by this Agreement, rates governing such operations shall be subject to negotiations between the parties.

ARTICLE VI

WAGES

Attached hereto and marked Schedule "A" is a schedule showing the classifications and wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth the hours of work, regular working conditions and other details of employment. It is mutually agreed that said Schedule "A" and the contents thereof, shall constitute a part of this Agreement.

ARTICLE VII

SENIORITY

SECTION 1. This Contract will not serve to demote anyone presently employed by rank or wages.

SECTION 2. Strict seniority rights will prevail in each division, providing employee meets satisfactory qualifications. A listing of employees arranged in the order of their seniority, shall be posted in the Superintendent's office. Any disagreement shall be submitted to the Grievance Procedure. To transfer from one division to another division, the employee must start at the bottom of the seniority list.

SECTION 3. In a case of reduction in the force, the last employee hired in his division shall be the first laid off and in returning to work, the last employee laid off shall be the first rehired and reinstated. Schedule of work shall be in accordance with seniority and qualifications.

In filling vacancies or making promotions, preference shall be given to employees according to their seniority standing and qualifications. There will be no bumping outside a person's division.

SECTION 4. Seniority shall be broken only by discharge, voluntary quit, layoff for more than two (2) years, or to transfer from one division to another. In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of recall mailed to his last known address. Copies of said notice also shall be sent to the Union and Employer. In the event the employee fails to make himself available for work at the end of said two (2) weeks, unless the reasons for not returning would be agreeable between the Employer and the Union, he shall lose all seniority rights under this Agreement.

SECTION 5. Seniority of noon bus runs and I.S.D. runs shall be considered separately.

ARTICLE VIII

HEALTH

SECTION 1. The Employer at any time may require a yearly medical examination if such appears advisable. The Employer shall pay for the cost of any such physical examination and will select a doctor of its choice for the examination.

SECTION 2. The cost of x-ray, if requested by the Employer shall be paid by the Employer.

ARTICLE IX

SAFETY

Under no circumstances will the employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order or governmental regulation relating to safety of person or equipment.

Whenever possible, the Employer will replace aides who are absent due to illness, vacation, etc.

ARTICLE X

DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension, shall give at least one warning notice of the complaint against such employee to the employee in writing. The warning notice as herein provided, shall not remain in effect for a period of more than two (2) years from date of said warning notice. Discharge must be by proper written notice to the employee and Union affected. Any employee may request an investigation as to his discharge or suspension. Should such an investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work. Appeal of discharge or suspension must be taken within five (5) working days by written notice and a decision reached within thirty (30) days from the date of discharge or suspension.

ARTICLE XI

GRIEVANCE PROCEDURE

It is mutually agreed that, except where in this Agreement it is otherwise stated to the contrary, all grievances, disputes or complaints between the Employer and the Union, or any employee or employees, arising under and during the terms of this Agreement, shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Should any grievance(s) arise, the same shall be submitted in writing by the affected employee(s), within five (5) working days of occurrence, with copies being sent directly to the Secretary of the School Board, the Superintendent, and the Secretary-Treasurer of the Union. Not later than ten (10) days after delivery of such grievance, a conference should be held between the Board of Education, the Superintendent, and the Union Representatives. In the event the grievance is not settled through the above procedure and the Union wishes to carry the matter further, it shall within thirty (30) calendar days from the date of the Board of Education hearing, file a demand for arbitration in accordance with the American Arbitration Association's Rules and Procedures.

The arbitration proceedings shall be conducted in accordance with the American Arbitration Association's Rules and Regulations.

There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved and the Employer. The Arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.

ARTICLE XII

TEMPORARY EMPLOYEES

SECTION 1. A temporary employee shall accrue no seniority. In the event a temporary employee is hired on a permanent basis, at the completion of a sixty (60) consecutive working day probationary period, he or she shall be given a retroactive seniority date, computed by counting back from his or her permanent hiring date the

actual number of days worked as a temporary employee.

SECTION 2. The parties recognize that it is necessary to employ temporary workers at times; when this occurs, Union members, especially during school vacations, shall be the first called, providing they are able to perform this work.

ARTICLE XIII

TRANSFERS

Any employee temporarily transferred to a higher rated position in an emergency such as sickness or personal leave, shall receive the higher rate of pay commencing on the first day; and if transferred to a lower rated position for the convenience of the Employer, shall receive his or her regular pay unless specified in Schedule "A".

ARTICLE XIV

UNIFORMS

The Employer agrees that if any employee is required by the Employer to wear any kind of uniform as a condition of his or her continued employment, such uniform shall be furnished by the Employer, free of charge, at the standard required by the Employer.

ARTICLE XV

WORKERS' COMPENSATION

SECTION 1. The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury and sickness claims, when such claims are due and owing. The Employer shall provide Workers' Compensation protection for all employees.

SECTION 2. Any employee who is absent because of any injury or disease compensable under the Michigan Workers' Compensation Law shall be remunerated as prescribed under the Workers' Compensation Act with no deduction from sick leave. If a Workers' Compensation injury occurs, the employee shall not accumulate sick leave benefits while drawing Workers' Compensation.

ARTICLE XVI

LEAVE OF ABSENCE, SICK LEAVE, EMERGENCY LEAVE, ETC.

SECTION 1. LEAVE OF ABSENCE:

A. Any regular employee may be granted a leave of absence without pay, not to exceed twelve (12) months from the time of issuance, if approved by the Employer, but seniority and/or benefits shall not accrue during the leave of absence.

B. Before an employee can take time off for an operation, he or she must provide a written statement from a registered physician stating that it is urgent and cannot wait until school is out; no statement is needed in an emergency. Failure to obtain this statement will result in the withholding of pay.

SECTION 2. FUNERAL LEAVE: Funeral leave shall be granted for the following reason: death in the immediate family. Immediate family shall be interpreted as follows: children, husband, wife, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, step-parents, step-children, son-in-law, daughter-in-law, or member of the employee's household. Funeral leave of five (5) days, with pay, per year, non-cumulative shall be granted, and an additional five (5) days shall be granted and deducted from sick leave.

SECTION 3. PERSONAL BUSINESS DAYS: All non-instructional employees shall receive four (4) personal business days per year and can accumulate up to eight (8) days. Requests for personal business days must be made to the Superintendent at least forty-eight (48) hours before needed, unless due to an emergency.

SECTION 4. ILLNESS OR DISABILITY: At the beginning of each school year, each employee shall be credited with a twelve (12) day sick leave allowance to be used for absences caused by illness or physical disability of the employee or immediate family members. The unused portion of such allowance shall accumulate with the following schedule: one hundred sixty (160) days accumulation for twelve (12) month employees; one hundred forty-four (144) days accumulation for ten (10) month employees; and one hundred thirty-six (136) days accumulation for nine (9) month employees.

At the beginning of each school year, each employee shall contribute one (1) day of the foregoing sick leave allowance to a common bank to be administered by the Union and Administration. Employees who have exhausted their accumulated personal sick leave allowance may withdraw up

to one-half of the available balance as determined by the Union and Administration, from the common bank. The balance in the sick leave bank shall not exceed ninety (90) days. No contributions or deductions shall be made from the employee's sick leave allowance after the bank limit has been reached. Days paid back to the sick leave bank shall be paid back equally by all employees.

Any employee whose personal illness extends beyond the period compensated as described above, shall be granted a leave of absence without pay for a period not to exceed one (1) year, renewable at the discretion of the Board. Upon direct return from leave, said employee shall be assigned to the same position, if available, or a substantially equivalent position.

In recognition of services to the school district, a sum of fifty percent (50%) of the unused personal sick leave, to a maximum of one hundred twenty (120) days (Example: 50% of 120 days = 60 days), at the per diem rate of the retiring employee will be paid upon retirement provided:

1. The employee shall have been employed in this school district for at least twelve (12) consecutive years.
2. The employee does not accept full-time employment in another school district in the following year.
3. In the event of the death of an employee, fifty percent (50%) of the employee's accumulated sick leave shall be paid to the employee's estate.
4. If the Employer requests, an employee shall be required to obtain a doctor's certificate for any illness lasting more than three (3) consecutive days, in order for the employee to receive sick leave pay.

SECTION 5. COURT LEAVE: Any employee called to serve for jury duty or subpoenaed to testify in court, shall receive the difference between the employee's daily wage and any payment for each day he is engaged in such activity; only the portion of the day necessary and possible is allowable.

ARTICLE XVII

NON-DISCRIMINATION

The Bark River-Harris Area School District does not discriminate on the basis of race, color, national origin, sex, age or disability.

SCHEDULE "A"

This Schedule must of necessity be divided into seven (7) Divisions.

WAGE SCALE:

Div. No.		<u>Wage Rates Per Hr. Effective:</u>	
		<u>7-1-98</u>	<u>7-1-99</u>
1	Maintenance	\$11.48	\$11.78
2	Cooks: Head Cook	\$10.77	\$11.07
	Assistant Cook	\$10.42	\$10.72
3	Secretaries:		
	High School Principal's	\$10.77	\$11.07
	Elementary Principal's	\$10.77	\$11.07
4	Bus Drivers:		
	Regular Runs	\$11.72	\$12.02
	Bay de Noc Run*	*Hourly rate for (3) hours, but on scheduled runs, run to be paid on "snow days".	
5	Custodians	\$10.77	\$11.07
6	Mechanic	\$12.11	\$12.41
7	Teacher Aides	\$10.42	\$10.72

New employees shall receive ninety percent (90%) of the wage currently in effect in the classification to which they were hired for the first (1st) sixty (60) calendar days of employment, after which time they shall receive the rate of pay of the classification in which they work.

New employees will begin to receive full fringe benefits after a grace period of thirty (30) calendar days.

HOURS: The Superintendent will be responsible for setting up working hours for all employees.

EMPLOYMENT DEFINED: Division 1, 5 and 6 - Shall be considered full-time employees. They shall work forty (40) hours per week and twelve (12) months per year.

Division 7 - Shall work forty (40) hours per week, nine (9) months per year, according to the school calendar.

Division 2 - Shall work forty (40) hours per week, nine (9) months per year, according to the school calendar; so long as breakfast is served.

Division 3 - The high school secretary and the elementary secretary shall work forty (40) hours per week, ten (10) months per year. Work shall commence two (2) weeks prior to the scheduled start of the school year and shall end two (2) weeks after the scheduled end of the school year.

The person who takes care of mail pickup and delivery to the Post Office shall be allowed fifteen (15) minutes in the afternoon each day.

INSURANCE:

SECTION 1. Effective July 1, 1998, and for the term of this Agreement, the Employer shall provide the employees covered by the Agreement with MESSA Super Care I PAK-A insurance and pay the full premiums for same. The Employer shall pay each employee who has the insurance benefit the sum of \$50.00/single and \$100.00/family to cover the cost of the deductible. The drug card will be a \$5.00 co-pay. In order for employees to receive the \$50.00/\$100.00 deductible reimbursement from the Employer, proof of having spent such sum must be presented by the employee on a quarterly basis as it is incurred up to the said amount.

SECTION 2. Employees covered by this Agreement shall be provided MESSA Term Life Insurance protection in the amount of \$50,000. The Employer shall provide each employee a copy of their life insurance program.

SECTION 3. Employees covered by this agreement shall be provided vision coverage by MESSA VSP 3.

SECTION 4. The Employer shall provide the MESSA Dental Plan to the employees (60/60/60).

SECTION 5. The Employer through MESSA, shall provide without cost to each employee, long term disability insurance that will include benefits payable after 180 days of disability at 60% of the individual employee's annual wage at the time of disability. Benefits shall be payable to age 65 or until termination of disability, whichever occurs first, or until such time beyond the age of 65 as provided and allowed by MESSA.

SECTION 6. The Employer shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve month period, commencing September 1st and ending August 30th or terminated on June 30th, if the employee retires. Employees who receive annuities in lieu of insurance, to continue to receive the annuities through August 30th.

SECTION 7. Employees (those employed by the Employer as of 7-1-83) not wishing health insurance may apply the equivalent to annuities. The amount the Employer shall be liable to pay for annuities shall be "capped" at three hundred dollars (\$300.00). Those employees actively employed as of 7-1-83 shall be "grandfathered" and may continue to receive the annuity benefit.

Employees hired after 7-1-83, shall only be eligible for the insurance benefits.

SECTION 8. Doctor and/or dental appointments may be scheduled during the employee's regular working hours provided the employee uses accrued sick leave for same.

HOLIDAYS: All employees shall be paid at their regular rates for the following:

Full-time (12 month) employees: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

Part-time (10 months or less) employees: New Years Day, Memorial Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

Any employee who is called in to work on any holiday shall receive a one (1) hour call-in guarantee.

VACATIONS: All employees who are in the employment of the Employer for a full calendar year shall be entitled to vacation with pay under the following schedule:

1 through 5 years	11 working days
6 through 10 years	14 working days
11 through 15 years	16 working days
16 years	17 working days
17 years	18 working days
18 years	19 working days
19 years	20 working days
20 years	20 working days

NOTE: Employee's shall also receive one (1) additional day, per year, for the years 21 thru 25.

In the event an employee is unable to complete a full

year of employment, vacation pay will be prorated.

All vacations shall be taken at the discretion of the Superintendent and according to seniority.

If a holiday falls within an employee's vacation period, he shall be granted an additional day off in conjunction with his vacation period. If a holiday falls on a work day, employees shall not be required to work and shall receive their regular pay.

OVERTIME: All hours worked in excess of eight (8) hours per day or forty (40) per week, whichever is the greater of the two shall be paid at time and one-half (1-1/2) the employee's rate of pay. All hours up to eight (8) hours per day shall be paid at the employee's regular rate of pay.

Divisions 1, 2, 3, 5 and 6 should have previous approval by the Superintendent to take time off.

Mechanic shall get time and one-half (1-1/2) for working overtime or have the option of taking compensatory working time if he so desires. And, the Employer shall furnish two (2) pairs of coveralls per year.

SCHOOL DISMISSAL: If school is not in session due to health or building conditions that could be dangerous to one's health, there will be no work for all employees. If school is not in session due to blocked roads caused by snow and the conditions are not harmful or dangerous for employees to get to work, those employees whose positions are not related to direct supervision or feeding of children, shall attempt to report to work on their regular schedule, if they can do so safely.

SNOW DAYS: *The parties agree to continue the current practice with respect to school being canceled due to snow days (or any other act of God).*

RETIREMENT: The Employer shall pay in full each employee's contribution to the Michigan Public School Employees' Retirement System.

JOB OPENINGS: All job openings shall be posted for one (1) week before being offered to the public. Department seniority first, then overall seniority, then outside, providing that the qualifications set up by the Employer are met. Any new employee on any job shall have a thirty (30) day probationary period of employment. Any person hired to work in this school system must reside in the Bark River-Harris School District. All job openings will be posted in all departments. After five (5) years of residency in the district, the employee shall be

allowed to move from the district and retain their job.

LUNCH PERIOD: Employees shall have the "option" to designate "duty-free" lunch periods and if the employee so chooses, such "duty-free" period shall be without pay and the employee's normal work day shall be extended for the same period of time as the "duty-free" period.

LONGEVITY PAY: After completing five (5) full years of service as of the last day of the school year, each employee shall receive, annually, the following:

<u>Years of Service</u>	<u>Effective</u> 7-1-98 <u>Amount</u>
After 5 Years	\$165.00
After 8 years	\$215.00
After 12 years	\$265.00
After 17 years	\$365.00
After 25 years	\$415.00

OTHER CONDITIONS OF EMPLOYMENT

AIDES: In case of inclement weather aides shall consult with the Principal concerning outside recess before allowing the students to exit or enter the school premises under supervision.

DIVISION 4 - BUS DRIVERS: The employees covered by this policy shall be all regular employed drivers by the Board of Education and shall not include any other classification of school employees. *employees*

WAGES: All drivers shall be paid at the rate according to the wage scale on page 10, with a minimum of two (2) hours per run on regular and noon runs only. Drivers on the I.S.D. run shall receive the hourly rate for three (3) hours. This run shall be paid when there are snow days.

CARE OF BUS: Drivers shall spend thirty (30) minutes per day in addition to the regular driving time in checking gas, oil, tires, cleaning of the bus, mechanical failures and daily records and yearly maps. The thirty minutes per day may be averaged during the current week. example: A driver may spend only fifteen (15) minutes on a particular day in one week, but must add that fifteen (15) minutes to other days to total 2.5 hours per five (5) day working week.

EXTRA TRIPS: All extra trips must be offered to the regular drivers. A list of drivers who are willing to make extra trips shall be posted in the Superintendent's

office and bus garage. Trips shall be divided as evenly as possible, but choice of trips shall be by seniority. The least senior regular driver must accept the extra trips if all drivers with more seniority refuse it.

Bus drivers must be available for their regular run (if they take an extra trip) in order to be paid for their regular run.

All extra trips shall be paid by the regular hourly rate. The Superintendent or his Secretary, shall notify the drivers about extra trips at least twenty-four (24) hours ahead whenever possible.

CHAPERONES: Chaperons shall be provided on all extra trips.

MEALS: An allowance of seven dollars (\$7.00) per meal shall be paid to the driver(s) on trips outside the district, if he is called out before or during meal time (11:00 A.M. to 1:00 P.M. and 5:00 P.M. to 6:00 P.M.) with the approval of the Superintendent. Receipts for the meal must be presented.

LENGTH OF EMPLOYMENT: A scheduled year of employment for a regular bus driver shall be the school calendar.

QUALIFICATIONS: The position shall be given to the individual with the best qualifications as to character, education and ability, with consideration being given to recommendations and physical fitness.

He or she must present a certificate of health, be at least 18 years of age, and hold a valid Michigan Chauffeur's license. The person must also know how to control children. Must abide by all State of Michigan qualifications.

BUS ASSIGNMENT AND ROUTES: Assignment of buses to their respective routes shall be the responsibility of the Superintendent. Daily routes shall be established by the Superintendent and approved by the Board of Education, except in an emergency.

ABSENCE: The regular driver shall notify the Superintendent or his Secretary, of his inability to drive for any reason. Notification shall be as soon as possible so that a substitute can be obtained. Obtaining a substitute shall be the responsibility of the Superintendent or his Secretary.

BUS FAILURE: Drivers shall report to the mechanic all failures of the bus to perform in top condition. Safety is the driver's responsibility.

COMPLAINTS: The proper adjustment of complaints against drivers, the name(s) of the person(s) making the complaint shall be furnished the Superintendent and the driver involved, including the date, time and precisely what happened, all to be presented in writing and signed by the person making the complaint.

LOADING AND SEATING: Supervision will be provided for students prior to loading.

It is the obligation of the driver to see that loading of students is acquired in a most orderly way.

The driver shall inform the students to keep back from the bus until it has come to a complete stop. Pushing or roughness are never to be allowed in or near a loading zone.

The driver shall supervise the seating of the students and when necessary, special seats may be assigned to maintain good order and discipline. When necessary, three (3) students may be seated in one seat.

DISCIPLINE: To maintain discipline on his bus means the driver is in control at all times. He shall not allow disorder of any kind. He shall never drop a student off along the route. He shall never man-handle a student, this is a definite loss of control. Before a discipline problem gets out of hand, the driver shall consult with the Superintendent or parents, or both, if necessary.

DRUG TESTING: The parties agree to comply with the current law regarding drug and/or alcohol testing.

THE DRIVER MAY DO THE FOLLOWING:

1. Make the student write the bus rules and regulations for a minor misbehavior and increase the number of times of writing them according to the seriousness of the problem.
2. Make a rearrangement of the bus seating.
3. Ask the Superintendent to send a form letter to the parents informing them of the student's poor conduct and explain that the child can be refused transportation unless he conforms to the rules and regulations. A phone call from the Superintendent to the parents can be made in place of the letter.
4. Drop the student for a trip or two until he or she agrees to the necessary discipline and/or apologizes. The Superintendent and the parents

are to be informed immediately when such action is necessary.

5. Inform the Superintendent and ask for his assistance with the behavior problem and if the problem still persists, the Superintendent shall bring the parents, student and driver together in his office to work out a solution to the problem.
6. After repeated infractions of rules and broken promises by the student, ask the Superintendent to withdraw the riding privileges or be expelled from the bus for a period of time.

TERMINATION OF AGREEMENT

SECTION 1. This Agreement shall be in full force and effect from July 1, 1998, to and including June 30, 2000.

SECTION 2. It is understood and agreed between the parties that the provisions contained in Schedule "A" attached hereto, may be reopened for negotiations not before April 1, 2000, between the parties, provided that the party desiring to reopen serves notice in writing upon the other party.

SECTION 3. If no such notice is given, the said Schedule "A" shall continue on from year to year.

SECTION 4. In the event the parties cannot agree upon the requested revisions in Schedule "A", the Union shall have the right to any lawful recourse in support of its demands, notwithstanding any provision of this Contract to the contrary.

BARK RIVER-HARRIS SCHOOLS

TEAMSTERS & CHAUFFEURS UNION
LOCAL NO. 328

BY

Robert P. Bauer

BY

Susan Gault

2-22-99
(Date)

3-4-99
(Date)

BY

Donald M. Lee

2/22/99