

6/30/2000

4/1998

MASTER CONTRACT
 between the
BOARD OF EDUCATION
 and the
BUS DRIVERS ASSOCIATION
 of the
ESSEXVILLE-HAMPTON PUBLIC SCHOOLS

Essexville - Hampton Public Schools

For the School Years:

- 1997-98
- 1998-99
- 1999-2000



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MASTER AGREEMENT

This Agreement is entered into this 26th day of October, 1998, by and between the Board of Education of Essexville-Hampton Public Schools, hereafter called the "Board" and the Essexville-Hampton Bus Drivers Association, hereafter called the "Association."

WITNESSETH

WHEREAS, the Association has been duly selected by a majority of drivers as the exclusive representative of bus drivers for the purpose of dealing with the Board on matters of driver concern.

NOW, therefore, the parties agree as follows:

ARTICLE I

Recognition

- A. The Board recognizes the Essexville-Hampton Bus Drivers Association. The Board, or its designated representatives, will meet with representatives of the bus drivers for the purpose of bargaining in respect to the employment of bus drivers within the Essexville-Hampton School District.
- B. The bargaining unit shall be defined as all regular bus drivers and all substitute drivers.
 1. Regular Driver: A driver who has been employed by the Board for a period greater than 30 (thirty) consecutive working days and has an assigned morning and afternoon route.
 2. Probationary Driver: A driver who has been employed by the Board for less than 30 (thirty) consecutive working days.
 3. Substitute Driver: A substitute driver is a person who is employed for the purpose of temporarily replacing a regular driver. If a substitute is employed in replacement of a regular driver for more than 30 (thirty) consecutive working days, the substitute driver will receive holiday pay and snow day pay for those holidays occurring within the period of substitution commencing with the 31st (thirty-first) day.
- C. Any employee who is a member of the Association in good standing on the effective date of this Agreement shall, as a condition of employment, maintain membership in the Association to the extent of paying the monthly membership dues required of all Association members.

Any employee who, on the effective date of this Agreement, is not a member of the Association and any employee thereafter hired shall, as a condition of employment, starting 30 (thirty) days after the effective date of this Agreement or 30 (thirty) days following the beginning of her or his employment, whichever is the later, acquire and maintain membership in the Association to the extent of paying monthly dues required of all Association members.

In the event an employee refuses to comply with Section C of this article, she/he shall be subject to discharge.

ARTICLE II

Rights of the Board of Education

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon it and invested 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:

1. To 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 the activities of their continued employment or their dismissal or demotion, and to promote and transfer all such employees.
3. To determine work schedules for hours of employment and the duties, responsibilities and assignments of employees with respect thereto and work assignments and terms and conditions of employment, provided it is not in violation of any other article in this Agreement.

Nothing contained herein shall be considered to deny or restrict unlawfully the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to the School District.

ARTICLE III

Working Conditions

A. Seniority

A seniority list shall be established for regular drivers and a separate seniority list for substitute drivers. An individual shall not accumulate seniority while in probationary status. Seniority shall be for the purpose of determining possible layoff and recall procedures. The individual holding the greatest seniority shall be laid off last and recalled first. In the event of necessary hiring of additional personnel, the transportation supervisor will notify drivers concerning the opening. Seniority will be considered in new routes or route openings. The transportation supervisor will discuss changes in route assignments with drivers affected prior to implementation of change from route assignment.

An employee, whether a regular or substitute driver, can have seniority and/or benefits in only one department at any given time. No benefits or seniority shall be transferred or carried over from any other department.

B. Substitute Driver Seniority

Upon completion of their probationary period, such employees shall then be credited with seniority beginning with the day of hire, and such employees will be entered on the seniority list as of the date of employment and shall accumulate seniority from that date.

A separate seniority list will be maintained for substitute drivers. Seniority will be accumulated by the number of days worked. If a substitute driver refuses to appear for work on the request of the transportation supervisor three (3) times, the substitute's name may be removed from the seniority list.

C. Loss of Seniority

Seniority shall be lost for one of the following reasons only:

1. Employee quits.
2. Employee is discharged.
3. Laid-off employee is not re-employed within 24 (twenty-four) months.

4. When an employee quits a regularly scheduled position and becomes a substitute, her/his seniority shall be frozen as a regular employee and she/he shall begin to accumulate seniority as a substitute.

D. Posting of Seniority Lists

Up-to-date seniority lists shall be posted on the bulletin boards of the transportation office before the end of each school year.

E. Operation of Vehicles

Current policy is to be maintained in relationship to operation of school-owned vehicles, with teachers, coaches, and others approved by the Board of Education being allowed to drive the school-owned van and station wagon. It is understood that the purchase of additional vans or station wagons for the primary purpose of transporting students will be subject to a meeting between representatives of the bus drivers and representatives of the Board of Education to discuss the potential impact on working conditions of bus drivers.

It is understood that during the life of this Agreement the Board of Education may change its policy.

F. Special Trip Assignments

1. A special trip is defined to include the operation of a vehicle for purposes of transporting students in situations outside of the regular daily route to and from school.
2. In reference to special trips, an effort will be made by the transportation supervisor to provide each driver with approximate equal amounts of time worked in special trip assignments. An accrual record of special trip assignments will be placed in the office of the transportation supervisor and such time accrued for each driver for a school year. Time offered and refused by an individual driver shall be charged against the accumulative record. The record shall be accumulative from July 1 to June 30 of each year of the contract.
3. Posting of special trips will be made by the transportation supervisor as soon as he/she receives notification, or on a monthly basis. Time and one-half will be charged as the amount of time paid for. Example: working six (6) hours on time and one-half ($1 \times 1/2$) amounts to nine (9) hours credited to accrued time list kept in the transportation supervisor's office.

G. Safety

1. The responsibility of the School Board to maintain vehicles in safe operating condition is recognized. An individual driver who believes that an unsafe condition exists on a school bus is to report in writing that condition to the transportation supervisor as soon as the condition becomes known to the driver. The transportation supervisor is to respond to the driver within five (5) working days as to the disposition.

A form will be provided by the Board of Education for notification (see Attachment 1).

2. The Board of Education and the Bus Drivers Association shall establish a joint Safety and Health Committee. The Association shall appoint at least two members to such committee. It is understood that the Safety and Health Committee will meet as necessary.

A Safety and Health Committee shall be utilized as a means of communication among the Board, its employees, and the Association concerning items of safety and health only. Items presented to the Safety and Health Committee will not be subject to the grievance procedures as set forth in this Agreement. The Safety and Health Committee shall be without power to act other than to present its recommendations to the Board of Education or to designated representatives of the Board of Education.

H. Physical Examinations

Each driver may be required to pass a physical examination prior to the inception of every school year. Association members may utilize a physician of their choice with the understanding that any costs above the normal fee paid by the school-appointed physician is to be paid by the member.

I. Tuberculin Tests

In the event that the Bay County Health Department conducts a TB testing service, the Board will pay the service charge for each driver, if charged.

J. Housekeeping Duties

The transportation supervisor shall schedule one day for the cleaning of vehicle interiors prior to the inception of each school year. Transportation supervisor may allow an eight (8) hour day for this activity. Drivers will be supplied facilities and materials for the cleaning of her/his assigned vehicle. Cleaning shall include, but not be limited to, the following:

1. Wash and clean seats.
2. Wash and clean all interior and exterior window glass.
3. Wash and clean interior walls.
4. Other cleaning duties as assigned by the transportation supervisor.

All drivers will be expected to perform the functions as indicated.

Drivers will be paid as stated below:

0-64 passenger:	\$40.00
65-72 passenger:	\$50.00
73-89 passenger:	\$60.00

K. Snow Days

Drivers shall receive their regular rate of pay for days of student instruction which are canceled because of inclement weather, fires, epidemics, mechanical breakdown or health conditions provided that such days need not be rescheduled in order for the District to receive full state aid and to fully comply with the requirement of law and the Michigan Department of Education.

On scheduled days/hours of student instruction which are not held because of inclement weather, fires, epidemics, mechanical breakdown or health conditions (as defined by city, county or state health officials) and which must be rescheduled to ensure that there are a minimum number of days/hours prescribed by Michigan law and for the District to receive full state aid, drivers shall be excused from reporting and will not be paid for such days/hours. Drivers who are required to work on rescheduled days/hours of student instruction, which are established by the District, will be paid at their regular hourly rate for those services.

L. Legal Action

If any Association member is complained against or sued by reason of action taken by an Association member in a job-related function during the working day, the Board will provide legal counsel and render assistance to the Association member in her/his defense provided the Association member was performing her/his duties in accordance with the Board and school policies and was not unreasonable.

M. Assault

Any case of job-related assault upon a driver shall be promptly reported to the Board or its designated

representative. The Board will provide legal counsel to inform the driver of her/his legal rights and obligations with respect to unprovoked job-related assaults and shall render reasonable assistance to the driver in connection with the handling of the incident by law enforcement and judicial authorities provided the bus driver was performing her/his duties in accordance with Board and school policies and was not unreasonable.

N. Damage to Personal Property

If, in the performance of regular or assigned duties of the bus driver, without negligence on her/his part, the driver shall suffer damage to or theft of her/his clothing or other personal property, but not including damage to automobiles or loss of money, to the extent of \$5.00 but not more than \$100.00 per year, the Board shall make reimbursement. The Board may require subrogation, assignment and full cooperation by such driver in seeking recovery from any party responsible for said loss.

ARTICLE IV

Leaves of Absence

A. Sick Leave

1. The primary purpose of a sick leave allowance is to cover the absence of a bus driver from work because of personal illness or injury sufficiently severe that it would make her/his contact with students inadvisable. Sick leave applies only to absences resulting from illness or injury of the employee.
2. Sick leave will be granted only to non-probationary regular drivers (non- substitutes) at the rate of 12 (twelve) days per year, with a maximum accumulation of 120 days during the term of this Agreement. For illness in excess of three (3) days, the driver must submit documentation of medical attention.

It is understood that in instances of illness the Board of Education reserves the right to refer a driver to a doctor chosen by the Board of Education, provided that the Board pays the cost involved.

3. A driver whose illness continues beyond her/his accumulated sick leave will be granted a leave of absence without pay for a period not to exceed one (1) year. The driver will request such extended leave in writing to the superintendent, with a physician's certificate stating that the driver is not able to perform the duties of her/his position. When the physician determines that the driver is able to resume her/his duties and the employee's leave has not expired, the driver must request in writing to the Board her/his desire to return to work. When the Board determines the driver's fitness, she/he shall be assigned to the same position or as close as possible in which employed prior to her/his leave. Upon return of the regular driver to full and continuing employment, a substitute driver will be laid off in accordance with the seniority list established for substitute drivers.
4. It is understood that when an individual exhausts her/his individually accumulated sick leave, the Board of Education will continue payment of health insurance premiums for a period of 90 (ninety) days provided the driver has a minimum of ten (10) years service within the school district.

It is understood that prior to the Board of Education paying any health insurance premium for an individual within this article, the individual must have exhausted all personal days and vacation allowance.

B. Emergency Illness Leave

Regular drivers absent due to an emergency illness or injury of a member of the immediate family shall be paid at the regular rate; if a work day, not to exceed four (4) days in any one school year. This leave is not to be cumulative from one year to another. Application may be made to the superintendent of schools for one additional day of absence if circumstances warrant. The decision of the superintendent is to be final and specifically eliminated from the grievance process.

Leave of absence without pay for a bona fide reason as approved by the superintendent of schools or his/her designated representative, such as due to critical illness in the immediate family (which shall not include employment for another employer), shall be granted to employees for periods of not to exceed 30 (thirty) days. Such leave shall not involve loss of seniority.

C. Funeral Leave

1. Drivers absent from duty because of death of a member of her/his immediate family shall be paid for a maximum of four (4) days for attendance at the funeral if the days are scheduled work days. Said days are independent of sick leave and are not cumulative. One (1) additional day may be granted by the superintendent for special circumstances. The decision of the superintendent is to be final and specifically eliminated from the grievance process.
2. Immediate family as used in this article is defined to mean: mother, father, husband, wife, sister, brother, grandparents, mother-in-law, father-in-law, child, stepchild, grandchild (natural or adopted), son-in-law, daughter-in-law.
3. Drivers absent from duty because of the attendance at the funeral service of brother-in-law, sister-in-law, niece or nephew shall be paid the equivalent of one day's pay. Said day is independent of sick leave and is not cumulative.

D. Child Rearing Leave

To the extent required by the provisions of the Family and Medical Leave Act, an eligible employee shall be granted leave for the purposes and subject to the terms and conditions provided by that law and its implementing regulations. Additionally, an employee, upon written request, shall be granted an extension of leave of absence without pay and benefits for the purpose of child care attendant to the birth or adoption of the employee's child up to a total leave of absence period of one year from the commencement of the leave of absence related to the birth or adoption of the child.

E. Personal Days

Regular drivers, upon completion of their probationary period, shall be entitled to two (2) personal days per school year with the following limitations: personal days may only be utilized for personal affairs which cannot normally be handled outside work hours. A personal leave day cannot be used the day before or the day after a holiday or vacation period, the first or last day of a school term, or the first day of a fishing or hunting season. Personal leave days are to be requested of and approved by the superintendent of schools or his/her designated representative as soon as conditions permit a member to make the request.

It is understood that unused personal leave days will be allowed to accumulate into a sick leave bank. It is further understood that unused personal leave days will be allowed to accumulate for the length of this contract. The Association and the Board of Education will each appoint two (2) members to the Sick Leave Bank Council in order to administer potential requests of utilization of sick leave from the sick leave bank.

F. Terminal Leave Payment

A regular driver (hired before July 1, 1997) who, after five years of service to the school district, terminates her/his employment in good standing, shall be paid one (1) day's pay for each day of accumulated sick leave at the rate identified on her/his to-and-from school route not to exceed \$1,300.

A regular driver (hired after July 1, 1997) who terminates her/his employment in good standing, shall be paid one (1) day's pay for each day of accumulated sick leave at the rate identified on her/his regular daily routes not to exceed \$500.

A regular driver who retires from the school district into the Michigan Public School Employees Retirement System (MPERS) shall be paid one (1) day's pay for each day of accumulated sick leave at the rate identified on her/his regular daily routes as follows:

- 10 Years - Not to exceed \$1,500
- 15 Years - Not to exceed \$1,750
- 20 Years - Not to exceed \$2,000

G. Jury Duty

An Association member will be granted a leave of absence with pay, not chargeable against sick leave days or on the overtime board, while serving as a juror in a Court of Record. Association members are to endorse the check from the courts for per diem compensation to the School District. Allowances would be made for days Association members are scheduled for work.

ARTICLE V

Grievance Procedures

A. Definition

A grievance is a complaint based upon an alleged wrong or inequity involving the interpretation and application of the provisions of this contract. In order for a matter to be grieved, it must be submitted within five (5) working days following the act or condition which is the basis of the grievance. Grievances concerning errors in pay may be submitted within five (5) days of the individual becoming aware of the alleged error.

1. The term "driver" includes any individual or group who is employed as a bus driver in the Essexville-Hampton School District.
2. The term "working days" shall mean days school is in session.

B. Procedure

The number of working days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The limits may be extended by mutual consent.

If the grievance is filed on or after June 1, the time limits may be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as is practical.

Step One:

A bus driver with a complaint shall, accompanied by one member of the Association, discuss it informally with the transportation supervisor.

Step Two:

In the event the matter is not resolved informally, the problem, stated in writing, may be submitted as a grievance to the transportation supervisor within five (5) working days following the act or condition which is the basis of the grievance.

1. Grievance should be specific. It should state the specific written language which has been allegedly violated, identifying the section, number, and page. It should contain a statement of the facts upon which the grievance is based and should state the remedy requested.
2. Within five (5) school days after receiving the grievance, the transportation supervisor shall reply in writing and shall furnish one (1) copy to the driver and one (1) copy to the Association.

Step Three:

In the event the aggrieved person or Association is not satisfied within five (5) working days of receipt of the grievance, the driver or the Association may continue to process the grievance within five (5) working days to the superintendent or designated representative. Within five (5) working days from receipt of the grievance, the superintendent or designated representative shall render a decision as to the solution.

Step Four:

In the event the grievance is not satisfactorily resolved at Step Three or if no decision is received from the superintendent or his/her designated representative within the specified time period, the grievance shall be submitted to the Board of Education in the following manner:

Upon receipt of the decision from the superintendent or his/her designated representative, or after the lapse of the time period specified in Step Three, the president of the Board of Education is to be mailed a copy of the grievance and the decisions that have been rendered. The notification to the president of the Board of Education must be forwarded within ten (10) working days following receipt of the answer from the superintendent or his/her designated representative, or within ten (10) working days following the lapse of the time period identified in Step Three. The president of the Board of Education shall respond within 15 (fifteen) working days of the receipt of request for a meeting between the grievant and the School Board or their representative.

Step Five:

1. In the event the grievance is not satisfactorily resolved at Step Four, or if no decision is reached within the 15 (fifteen) working day period, the grievance shall be transmitted to a mutually agreed upon third party or arbitrator. If none can be agreed upon, it will be submitted to the American Arbitration Association whose decision shall be binding upon both parties.
 2. It is understood that cost of arbitration is to be mutually shared by the parties. It is understood that the arbitrator is restricted to interpretation of terms actually found in the language of the bargaining Agreement. The arbitrator may not render a decision based upon his/her judgment of the fairness or unfairness of a situation but will be limited to interpretation of contract language. It is the intention of the parties to utilize the services of the Michigan Employment Relations Commission Mediation Service prior to proceeding to arbitration.
- C. Miscellaneous - A grievance may be withdrawn at any step without prejudice.

ARTICLE VI

Disciplinary Action

- A. No driver shall be disciplined or reprimanded without just cause. Information forming the basis for disciplinary actions will be made available to the driver and the Essexville-Hampton Bus Drivers Association upon request. Whenever a driver is to be disciplined, she/he must be informed and have the right to have present a representative from the Association for the sole purpose of acting as witness for the driver.
- B. If the driver wishes to appeal said disciplinary action, she/he may request a hearing before the Board of Education to make said appeal. The hearing must be held within ten (10) working days of the appeal request and if said driver loses any wages because of the disciplinary action and it is overturned in the appeal to the Board, the driver shall receive all wages she/he would have been entitled to if she/he had never been disciplined.

ARTICLE VII

Compensation

A. Life Insurance

Term life insurance in the amount of \$15,000 to include equivalent amount of accidental death and dismemberment is to be provided each nonprobationary regular driver (nonsubstitute) for the length of this Agreement.

B. Health Insurance

All regular drivers who are not currently covered by another medical program shall be entitled to enroll for single subscriber health insurance coverage under Blue Cross-Blue Shield. If a regular driver who is otherwise eligible for medical insurance waives that coverage, in writing, she/he shall be entitled to \$125.00 per month either in cash or to be applied toward the purchase of other non-taxable benefits under the terms of a Section 125 Plan established and administered by the Board.

C. Chauffeur's License (CDL)

The Board will reimburse each regular driver for the complete cost of the Commercial Drivers License (CDL), all endorsements, and the road test upon submission of receipt. The Board will reimburse each substitute driver for the same as regular drivers after she/he has worked for the district for one (1) year.

Further, the Board will allow up to four (4) hours pay for the purpose of obtaining the required CDL and all endorsements with the approval of the supervisor of transportation.

D. Holidays

Each eligible driver shall be compensated one day's regular wages for all designated holidays. Holiday pay will be included in the pay period in which it occurs. Designated holidays are as follows:

Labor Day	Christmas Eve	New Year's Day
Thanksgiving Day	Christmas Day	Good Friday
Day after Thanksgiving	New Year's Eve	Memorial Day

Said holiday pay will be included in that pay period in which it occurs. It is understood that full rates will be applicable for actual driving time as certified by the transportation supervisor.

E. Vacation Pay

Upon completion of ten (10) years of service, a regular driver shall receive paid vacation days as follows:

One (1) paid day for each completed two (2) years of service to a maximum of eight (8), provided that the days must be taken during the winter or spring break vacations.

F. Field Trips

1. Regular bus drivers will receive first choice where school-owned school buses are utilized to transport students to and from any field trip destination. First, such field trips will be offered in order of seniority to the most senior regular driver to the least senior regular driver on a rotating basis for equalization of assignment to field trips. If none of the regular bus drivers accept assignment to the field trip, then the field trip assignment shall be offered in order of seniority to the most senior substitute bus driver to the least senior substitute bus driver on a rotating basis for equalization of assignment to field trips. If the field trip assignment is not accepted by a regular or substitute bus driver, the field trip may be assigned by the administration in reverse order of seniority to the least senior substitute bus driver to the most senior substitute bus driver on a rotating basis for equalization of assignment to field trips. A bus driver is not required to take a field trip instead of the bus driver's regular bus run.
2. Bus drivers will be paid fifteen (15) minutes before the departure time for the field trip to fifteen (15) minutes after the return from the field trip destination.
3. It is understood that field trips will be paid at the hourly rate as expressed. It is understood that time will be computed for time of departure to time of return except sleep time will be excluded from pay on overnight trips. Active or paid-for time is to be determined in consultation with the bus driver, transportation supervisor, and the trip's prime sponsor. Under most conditions sleep time would be considered to be eight (8) hours. It is further understood that time and one-half (1-1/2) will be paid for field trips on Saturdays, Sundays, holidays, and during holiday breaks (Christmas and Easter vacations). It is understood that summer breaks (the period between when school ends for one year and begins the next year) is not considered a "holiday break."
4. Drivers will be paid a minimum of one (1) hour at established field trip rates for all scheduled field trips. Drivers will be paid for a minimum of two (2) hours for trips scheduled for weekends and holidays.

G. Meal Allowances

Bus drivers on special trips or attending training classes shall be allowed maximum daily meal allowance as follows: breakfast - \$4.00; lunch - \$5.00; dinner - \$9.00 provided that actual receipts for purchase of meals accompanies request for reimbursement. Reimbursement is to be made in the amount indicated on the receipt except in those instances within which there is not a restaurant available; the bus driver may receive an allowance of \$3.00 for meals provided that the transportation supervisor certifies the unavailability of restaurant facilities.

H. Lodging

In the event that an overnight stay is necessary, as determined by the transportation supervisor, lodging may be reimbursed upon presentation of a paid receipt.

I. Bus Driver Education

Inservice programs are to be developed in consultation with bus driver representatives. Drivers shall be paid at the rate of \$7.80 per hour for attending inservice and training classes. Drivers must attend inservice training hours as scheduled.

J. Special Trips

The term 'special trips' is defined as the operation of a vehicle that does not transport students.

1. Mail Trips

If the mail run is filled by a bus driver, the hourly rate of pay shall be \$7.80 per hour. However, bus drivers are not required to assume the mail route. If the driver's personal car is utilized for the special mail route, the driver shall be reimbursed at the level of current Board policy. The driver will submit a record of daily mileage traveled per month.

2. Service Centers

The rate for driving buses to and from a service center for repair of buses shall be at the rate of \$7.80 per hour.

3. Evacuation Drills

All regular drivers are to be paid the regular hourly rate for all hours spent due to a bus evacuation drill as scheduled by the transportation supervisor.

4. Drug Testing

All regular drivers are to be paid the regular hourly rate of \$7.80 for the time necessary for drug testing.

K. Tax Sheltered Annuities Program

Individual Association members may enter into a tax sheltered annuities program. The Board of Education will make deductions for the purchase of annuities which meet the requirements of Section 403(b) of the code for such members who make application therefore in a manner satisfactory to the School District. The School District shall select the companies and have no responsibility for the tax or financial results to any employee of such purchases. Other than the above listed there will be no alternative benefits paid to those individuals not participating in the purchase of tax sheltered annuities.

L. Paid-For Time Off

All paid-for time off will be paid at the driver's regular assigned routes transporting students to and from school during a normal school day.

ARTICLE VIII

Termination Clause

This Agreement shall become effective as of July 1, 1997, and shall continue in full force and effect until midnight June 30, 2000.

ARTICLE IX

No Strike Clause

During the life of this Agreement, neither the Association nor any of its agents nor persons acting in its behalf shall cause, authorize or support, nor shall any of its members take part in any strike, that is, the concerted failure to report for work, or willful absence of an employee from her/his position, or stoppage of work, or abstinence, in or whole or part, from the full, faithful and proper performance of the employees' duties of employment for any purpose whatsoever.

SIGNATURE PAGE

FOR THE

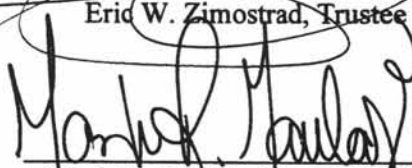
ESSEXVILLE-HAMPTON BOARD OF EDUCATION



Dena J. Wirt, President



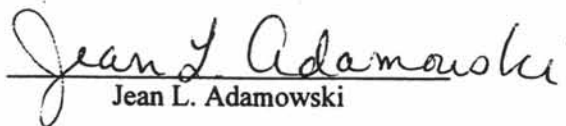
Eric W. Zimostrad, Trustee



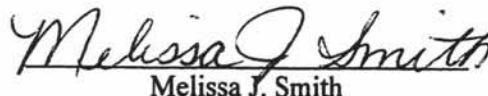
Mark R. Gaubatz, Superintendent

FOR THE

ESSEXVILLE-HAMPTON BUS DRIVERS ASSOCIATION



Jean L. Adamowski



Melissa J. Smith

NOTIFICATION OF DEFECT

Date

I believe bus # _____ is unfit for service.

I have advised the transportation supervisor of the following defects or conditions:

1. _____
2. _____
3. _____
4. _____

Bus Driver

Transportation Supervisor

WAGE SCALE

	<u>1997-98</u>	<u>1998-99</u>	<u>1999-00</u>
A. Morning runs – 1 ½ hours	\$20.02	\$20.62	\$21.24
B. Afternoon runs – 2 hours	\$26.70	\$27.50	\$28.32
C. Skill Center (round trip) – 1 hour	\$13.35	\$13.75	\$14.16

In the event that any route indicated above is altered so that the total time increases or decreases, \$3.00 will be added or subtracted from the daily rate identified for each 15 (fifteen) minutes of variance from estimated time.

MEMO OF UNDERSTANDING

between the

ESSEXVILLE-HAMPTON BOARD OF EDUCATION

and the

ESSEXVILLE-HAMPTON BUS DRIVERS ASSOCIATION

This Memorandum of Understanding between the Essexville-Hampton Public Schools and the Essexville-Hampton Bus Drivers Association is for the purpose of promoting understanding between the parties with respect to the guidelines intended to be used by the administration of the school district in scheduling field trips to be driven by bargaining unit members of the Essexville-Hampton Bus Drivers Association. In an effort to alleviate controversy about the scheduling of field trips where bus drivers are assigned to transport students to a field trip destination, then return to the school district and return later to pick up and return students to the school district from the field trip destination, the administration of the school district hereby declares its intention to generally adhere to the following guidelines in scheduling field trips:

1. Field trips on school days will be scheduled such that bus drivers will not be required to return to the school district immediately after transporting students to the field trip destination and return later to transport students back to the school district if the driving distance (not radius) is ten (10) miles or more one way.
2. Field trips on non-school days will be scheduled such that bus drivers will not be required to return to the school district immediately from transporting students to a field trip destination and return for transportation of students back to the school district when the driving distance (not radius) is in excess of thirty (30) miles one way and the layover time is less than three (3) hours.
3. Notwithstanding the guidelines expressed in paragraphs 1 and 2 above, a bus driver may be required to return to the school district immediately after transporting students to a field trip destination and return later to transport students back to the school district if that bus driver is needed back in the school district to carry out other duties (e.g., kindergarten run, etc.).

This declaration of intent is solely for the purpose of promoting a better understanding of the guidelines by which the administration will schedule field trips generally in the exercise of its administrative discretion and does not constitute any contractual agreement, commitment, practice or precedent for any grievance or other challenge to the exercise of administrative discretion, which is hereby expressly reserved to the administration. In that regard, this Memorandum of Understanding shall be of no effect upon the interpretation of the terms of the collective bargaining agreement between the undersigned parties and shall not be presented, entered or offered by either party in any proceedings between them at any time in the future.

This Memorandum of Understanding is hereby executed this 26th day of October, 1998, by and between the undersigned parties whose authorized representatives have affixed their signatures as follows:

FOR THE ESSEXVILLE-HAMPTON
BOARD OF EDUCATION

By: *Frank West*
Its: *President*

By: *Frank Davenport*
Its: *Secretary*

FOR THE ESSEXVILLE-HAMPTON
BUS DRIVERS ASSOCIATION

By: *Jean Adamowski*
Its: *President*

By: *Melissa Smith*
Its: *Vice President*





