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8/1/2000

AGREEMENT BETWEEN
 FREMONT PUBLIC SCHOOLS BOARD OF EDUCATION
 AND
 FREMONT PUBLIC SCHOOL BUS DRIVERS

represented by the

United Dairy, Bakery, and Food Workers, Local 386
 R.W.D.S.U., AFL-CIO

THREE YEAR CONTRACT

1997-98
 1998-99
 1999-00

Fremont Public Schools

BUS DRIVERS CONTRACT

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AGREEMENT BETWEEN
FREMONT PUBLIC SCHOOLS BOARD OF EDUCATION
AND
FREMONT PUBLIC SCHOOL BUS DRIVERS

This agreement made and entered into at Fremont, Newaygo County, Michigan dated July 1, 1994, by and between Fremont Public Schools of Newaygo, Muskegon, and Oceana Counties, (hereinafter called the "School"), and Local 386 of the Retail, Wholesale, and Department Store Union, AFL-CIO, (hereinafter called the "Union").

ARTICLE I
RECOGNITION

SECTION 1

The School agrees to recognize the Union as the sole collective bargaining agency for all the School Bus Drivers employed at Fremont Public Schools, but excluding all other employees and supervisors as defined in the Act.

ARTICLE II
UNION SECURITY, REPRESENTATION, AND CHECK-OFF

SECTION 1

It is agreed that it shall be a condition of employment that all bus drivers who attain a seniority status and are presently Union members, all bus drivers who hereafter become Union members, and all new bus drivers who may be employed, shall either:

- a. Sign and deliver to the school administration an assignment authorizing deduction of membership dues of the Union and such authorization shall continue in effect from year to year unless revoked in writing by notice to the school and the Union, OR
- b. Cause to be paid to the Union a representation fee equivalent to the dues of the Union within 30 days after the attainment of seniority status. In the event the representation fee shall not be paid, the school administration, upon receiving a written and signed complaint form from the Union indicating the bus driver has failed to comply with this condition, shall immediately notify said bus driver his services

shall be discontinued at the end of the then current month, unless said representation fee is paid. The refusal of said bus driver to contribute fairly to the cost of negotiations and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment.

SECTION 2

The bus drivers shall be represented at the unit level by a committee of two stewards, one of whom shall be the Chief Steward, elected according to the by-laws of the local union. The committee shall represent the members in contractual matters and shall participate in contract renewal negotiations.

SECTION 3

Any employee desiring to have his initiation fee and dues deducted from his pay may do so by signing a check-off form, effective when he attains seniority. The school agrees to deduct monthly dues, initiation fees, and assessments from the last pay period in each month and remit same to the Secretary/Treasurer of the Local Union within ten (10) days after collection, provided that the school has received from the employee from whom the deductions are to be made, a written assignment as provided in Schedule B (attached to this agreement) authorizing such deductions.

SECTION 4

The Union agrees to indemnify and save the School harmless against any and all claims, demands, or other forms of liability whatever, that shall arise out of or by reason of action taken or not taken for the purpose of complying with this Article.

ARTICLE III

MANAGEMENT RIGHTS

SECTION 1

The management of the School and the direction of the working forces, including the right to plan, direct, and control School operation, to hire, suspend, or discharge for cause, or transfer, to relieve employees from duty because of lack of work, and the right to introduce new or improved methods or facilities are vested exclusively in the School, provided these rights shall not be used for the purpose of discrimination, and that they are subject to the Seniority Rules, Grievance Procedure and other provisions of this Agreement, as the same are herein set forth.

ARTICLE IV

SENIORITY

SECTION 1

Any new employee will be considered to be a probationary employee until he or she has been placed on a "permanent assignment" (Article IV, Section 5) for thirty (30) working days, and during the probationary period he or she will not be entitled to any seniority. At the end of the probationary period, each new employee will be entered on the seniority list as of the date of his or her "permanent assignment" at the Fremont Public Schools as a School Bus Driver. During the probationary period, the employer may suspend, transfer or discharge the new employee for any reason whatsoever and no claim will be made by him or her or by the Union that the action was improper.

SECTION 2

Seniority as that term is used in this Agreement, shall be computed from the date of "permanent assignment" as a School Bus Driver. The School agrees to furnish the Union with a seniority list within ten (10) days after the signing of this Agreement and furnish a list every three (3) months thereafter, the names of employees hired during the interim. Identical hiring dates will be entered alphabetically.

SECTION 3

In the case of lay-off, recall from lay-off, job bidding, special trips or promotion, the principle of seniority shall prevail, all other things being relatively equal.

SECTION 4

All notices of recall shall be by telephone or mail, whichever is most convenient to the School. As for employees in a lay-off status, the failure of any employee to inform the School of his or her availability to return to work within five (5) days after receiving such notice shall be deemed a waiver of any rights under this Agreement.

SECTION 5 - Job Bidding

- a. A.M./P.M., A.M., P.M. & SPEC. ED. ROUTES. - These routes are "permanent assignments" which continue from year to year. As it becomes necessary to assign a bus driver to a route due to the formation of new routes, or due to the termination of a driver, such route openings shall be posted for bid for a minimum of three (3) working days, and among those applying the most senior employee shall be assigned to the route. Subsequent vacancies created by the bidding procedure will be filled in accord with the seniority of drivers who inform the transportation supervisor that they want to fill such vacancies.

- b. Noon K-Routes. - Noon routes may be selected in accordance with seniority among the bus drivers desiring such routes.
- c. Voc-Tech School Route. - Seniority drivers may bid on this route at the same time the noon routes are posted for bid. Among those applying, the most senior employee shall be assigned to the route for the ensuing school year.
- d. Elementary Swimming. - Seniority drivers may bid on this route at the same time the noon routes are posted for bid. Among those applying, the most senior employee shall be assigned to the route for the ensuing school year.
- e. Special Trips - Special trips may not be taken if they interfere with routes for the first five days of a new route or the beginning of the school year without supervisor approval. Drivers willing to make special trips will be listed in order of seniority. Trip assignments will start at the top of the list and rotate in order as determined by bidding. A single signature on the rotation list will count on the rotation. A driver will not receive two consecutive daily trips if more than one driver has signed.
- f. Special Runs - A Special Run is defined as a temporary run which occurs on more than one day within the school district. Special Runs will be posted for bid and be awarded to the most senior driver who signs the posting. Rotation will not be a factor. A driver who is awarded a special run shall be eligible for a special trip on the same day if times do not conflict.
- g. A route may not be abandoned in the middle of the school year without good cause as determined by the Supervisor. (Does not include bidding.)
- h. Drivers may not accumulate more than 40 total hours driving time per week or a combination of driving time and other district employment without supervisor approval.

SECTION 6 - Special Trips

- a. Drivers refusing or unable to make their trip shall be bypassed until the next regular rotation. The trip shall then be awarded by seniority to a driver who unsuccessfully bid on the trip. Such awards will not affect subsequent trip "rotation".
- b. No trading of trips shall be made.
- c. Special trips may be offered to drivers who would be required to miss their basic daily run.
- d. Special trips that are postponed, or canceled, and subsequently rescheduled shall be posted as new trips. Drivers who had been awarded such trips will be awarded the next trip that he/she has signed without any change in the rotation.

- e. A seniority driver who is awarded a special trip will not lose his/her regular trip if the regular trip return time is not later than the scheduled departure time of the special trip.
- f. Special trips during the "off" season shall be handled in a like manner as described in Section 3 above. Special trips such as the "baggage bus" and such other "unusual" trips as agreed between the Union Committee and the School Administration may be driven by other than seniority drivers.

SECTION 7

Seniority and the relationship of employer and employee shall be considered broken and terminated when any of the following circumstances arise:

- a. An employee voluntarily quits the School employ.
- b. An employee is discharged for just cause.
- c. An employee is absent for three (3) consecutive working days without notifying his immediate supervisor, unless it is physically impossible for him to do so.
- d. An employee who has been laid off because of lack of work fails to report within a period of five (5) days after notification is mailed to him or he is called at his last address of record as given by the employee to the School, provided, however, that if said failure to report was excusable for reasons satisfactory to the School, such person shall lose only the immediate employment offered and shall retain his seniority.
- e. An employee fails to report for work at the termination of a leave of absence.
- f. An employee is not on the payroll for a period of one (1) year or a period equal to his length of service, whichever is shorter, or any reason, other than sickness, unless on an approved leave of absence.
 - 1. Failure to pass necessary physical exams by seniority drivers shall be administered as follows:

Drivers who fail to pass the physical examination, as required by the Michigan Department of Education, or who become physically incapacitated, will be suspended without pay until such time as they are physically qualified to work. Upon requalifying physically, a driver so suspended will be reassigned to the same route assigned prior to suspension providing the return to work occurs within one calendar year. If the physical requalification occurs more than one calendar year from the date of suspension, the principle of seniority will apply with respect to route assignment.

ARTICLE V

SICKNESS AND BEREAVEMENT

SECTION 1

Recognizing that there are times when employees might be tempted to perform their duties while not physically up to par due to illness and with the intention that sick leave be used only under such circumstances, then each bus driver who drives a basic route as described in Article VII, Section 1a, shall be permitted paid absence from 8 days of such basic route driving each school year. Absence from a morning or from an afternoon run will be considered as 1/2 a day's absence. Such absences may be taken in no less than 1/2 day increments.

Sick leave may be used for a pre-scheduled routine Dr. appointment if the Transportation Supervisor is notified 3 days in advance. Later notification will result in loss of pay. Emergency appointments are exempted.

Daily noon route (Kindergarten) drivers will be permitted eight such daily absences from work with pay.

Sick leave earned for basic route driving is not transferable to noon route sick leave, and sick leave earned for noon route driving is not transferable to basic route sick leave.

Drivers driving routes not fitting the basic route or noon route description will be permitted eight days absence with pay, however, the pay for such sick leave days will be in the same proportion as their annual salary is to the basic route annual salary.

At the end of the 1997-98 school year unused paid sick days will be accumulated to a maximum of 85 days. At the end of the 1998-99 school year, unused paid sick days will be accumulated to a maximum of 95 days. At the end of the 1999-2000 school year, unused paid sick days will be accumulated to a maximum of 105 days.

Employees will be informed of the number of sick days he/she has available at least once each year.

Sick leave accumulated for driving routes as described in Article VII, Section 1b may be transferred to a basic route accumulation on a pro-rata basis in the event a driver transfers from a non-basic route assignment to a basic route assignment. (Example: if a non-basic route annual salary is 60% of the basic route annual salary, the year end sick leave accumulation for the non-basic route would be transferred at 60%. 15 non-basic route days of sick leave would equal 9 basic route days of sick leave.

Since annual route driving assignments may not necessarily be consecutive, sick leave accumulations will not be canceled until final termination of employment as a bus driver

occurs. (Example: a noon route driver may have a lapse of one or more years as a noon route driver, continue on as a basic route driver and subsequently return to noon route driving without loss of noon route sick leave accumulation.) This concept would apply to other sick leave accumulations as well.

It is to be emphasized that this leave of absence is to be used strictly in the instance of illness. The Transportation Manager may, at his discretion, request verification of the illness through a doctor designated by the district. District to pay if doctor designated by District. Employee to pay if District agrees to use employee's doctor.

It is further understood that abuse, or misuse of the sick leave provisions may be cause for disciplinary action including discharge in cases of repeat offenders.

In the event of illness, the employee shall notify the Transportation Supervisor as soon as possible so a substitute driver may be arranged for.

SECTION 2

Should a death occur in the employee's family (husband, wife, son, daughter, brother, sister, father, mother, father-in-law, mother-in-law, stepchild, grandchild, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent) the employee will be entitled to receive up to a maximum of three (3) regular scheduled work days off, without loss of base earnings, beginning with the receipt of notice of death by the employee, through the day of the funeral. To receive funeral pay, the employee must attend the funeral. Funeral pay will be calculated on the base rate of the last job occupied prior to funeral leave.

The Superintendent, in his sole discretion, may grant one (1) day per occurrence to attend to the death of a non-immediate family member charged against the employee's sick leave. If said leave is exhausted, the request will be considered under the "unpaid leave" provisions.

SECTION 3

Employees who have 30 sick days accumulated as of June 30 of the previous school year shall be allowed one (1) personal leave day (not accumulative.)

Arrangements for said leave shall be made at least three (3) work days in advance with the immediate supervisor.

Matters of an emergency nature shall be allowable without the three- (3) work-day advance notice at the discretion of the immediate supervisor.

Personal leave days shall not be used immediately before or after school vacation periods except with the approval of the immediate supervisor.

A maximum of three (3) bus drivers may be allowed to use their personal leave for the same day. Approval shall be given to the first employee who applies for a personal leave day. Approval for additional requests is contingent upon obtaining a substitute. Approval of leaves for the same days will be based on date of request.

Personal leave is charged against the employee's sick leave. If sick leave is exhausted, the requested will be considered under the "Unpaid Leaves" provisions.

ARTICLE VI

GRIEVANCE PROCEDURE

SECTION 1

For the purpose of this Agreement, a grievance shall be defined as any dispute or difference of opinion between an employee covered by this Agreement and the School involving the meaning and/or application of the terms of the Agreement.

Step 1

Any employee who believes he/she has a grievance may first discuss the matter with a steward, and shall then discuss the matter with the immediate supervisor, with or without the presence of a steward. The supervisor is to get a copy of the written grievance and shall give his answer in writing within five (5) working days after such discussion. A grievance may be filed in writing with the supervisor within twenty (20) working days of the time the grievance is known or should have been known to exist.

Step 2

If the grievance has not been settled in Step One and the employee desires to appeal, the Chief Steward shall present the grievance in writing, signed by the aggrieved employee, to the Superintendent, within five (5) working days after the supervisor's answer in Step One above. Thereafter, the Chief Steward shall meet with the Superintendent for the purpose of discussing the grievance. If the grievance is settled as a result of such meeting, the disposition shall be reduced to writing and signed by the Superintendent and the Chief Steward. If no settlement is reached, the School shall give a written answer to the grievance within five (5) working days after the date of such meeting.

Step 3

If the grievance has not been settled in Step Two, and the School's answer is not satisfactory to the Union, the Union may appeal in writing to the School Superintendent within five (5) working days. Within ten (10) working days thereafter, the School Superintendent or his representative will meet with an Business Representative of the

Union and the Union Committee for the purpose of discussing the grievance. If the grievance is resolved, the settlement will be reduced to writing and signed by the parties. If no settlement is reached, the School shall give its written answer to the grievance within five (5) working days after the date of such meeting.

Step 4

If the grievance is not settled in Step Three, and the School's final answer is not satisfactory to the Union, the Union may appeal the grievance to arbitration by giving written notice of the Union's desire to arbitrate to the School within twenty-one (21) calendar days from the date of the School's final answer in Step Three. If the parties cannot agree on an acceptable arbitrator within five (5) working days, they shall submit a joint request to the Federal Mediation and Conciliation Service to appoint an arbitrator. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall have no right to amend, modify, nullify, ignore or add to the provisions of this Agreement. The arbitrator shall consider and decide only the particular grievance presented to him and his decision and award shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. If the matter appealed does not involve an interpretation of the terms or provisions of this Agreement, the arbitrator shall so rule in his award and the matter shall not be considered further by the arbitrator. The willful failure of either party to present its case at the time of the hearing serves to delay the hearing or invalidate the decision of the arbitrator.

SECTION 2

Any grievance not appealed within the time limits set forth in each step of the above procedure shall be considered settled on the basis of the last answer given by the School. Any grievance not answered by the School within the time limits set forth in each step of the above procedure shall automatically advance to the next step. The time limits set forth in each step of the grievance procedure may be extended by mutual agreement in writing and such extended time limits shall then be considered as applicable to the grievance involved for the purposes of this section.

ARTICLE VII

WAGE SCHEDULE

SECTION 1 - For the purpose of computing wages:

- a. A basic route shall be a double morning/single afternoon route. If the School Board should adopt a single morning run policy during the term of this contract the basic route shall be single morning/single afternoon route.
- b. Routes not fitting the description in "a" above, shall be considered exceptions and wages will be negotiated separately.

SECTION 2 - Base Pay (Basic Routes)

a.	Double A.M./single P.M.	- 1997-98	\$11,355/year
		- 1998-99	<u>\$11,686/year</u>
		- 1999-00	**
b.	Single A.M./Single P.M.	- 1997-98	\$9,085/year
		- 1998-99	<u>\$9,368/year</u>
		- 1999-00	**
c.	Single P.M.	- 1997-98	\$4,543/year
		- 1998-99	<u>\$4,684/year</u>
		- 1999-00	**
d.	Special Education Routes	- 1997-98	\$63.09/day
		- 1998-99	<u>\$64.92/day</u>
		- 1999-00	**

A special education run is defined as a route where 51% of the students on that bus are certified special education students.

SECTION 3 - Noon K-Route Wages

1997-98	\$16.24/hour
1998-99	<u>\$16.72/hour</u>
1999-00	**

- a. Daily, noon route drivers will record the time of commencing the route and the time of returning to the Bus Garage upon completion of the route. The Transportation Supervisor will determine the method of such recording of times. The hourly rate indicated above will be applied to the time required to complete the route, including the pre-trip check of the bus.

SECTION 4 - Voc-Tech School Route Wages

1997-98	\$13.16/hour
1998-99	<u>\$13.54/hour</u>
1999-00	**

- a. The driver will, according to the method determined by the Transportation Supervisor, keep a daily record of the time of commencing the route and the time of return to the bus garage upon completion of the route. The hourly rate will include the time required for the pre-trip check of the bus and all driving and waiting time from route commencement until return to the garage.

SECTION 5 - Elementary Swimming Route Wages

1997-98	\$9.67/hour, \$10.28 min.
1998-99	<u>\$9.95/hour, \$10.58 min.</u>
1999-00	**

- a. The driver will, according to the method determined by the Transportation Supervisor, keep a daily record of the time of commencing the route and the time of return to the bus garage upon completion of the route. The hourly rate will include the time required for the pre-trip check of the bus and all driving and waiting time from route commencement until return to the garage.

SECTION 6 - Special Trip Wages

1997-98	\$9.67/hour, \$10.28 min.
1998-99	<u>\$9.95/hour, \$10.58 min.</u>
1999-00	**

- a. Special trip rates include driving and waiting time and a minimum amount per trip. The hourly rate will apply whenever such rate results in greater compensation than the minimum amount. Drivers on special trips will be required to remain at the event with the bus except when going to lunch.
- b. Drivers making special trips will be allowed \$5.00 for meals when appropriate. Meal allowance will be indicated on the trip authorization slip by the Transportation Supervisor prior to making the trip.

**Wages will be determined based on the following total compensation formula:
The "Total Compensation Formula" to be used for determining the wage/benefit increase annually for the duration of this agreement includes a percentage increase each year not to exceed 90% of the percentage increase allocated to Fremont Public Schools in the annual state aid foundation grant.* Total compensation includes salaries and benefits as defined below.

The example provided to define the percentage offered above is 4.16% for 1997-98:

If the state aid foundation grant for FPS increases by 4.16% for 1997-98, then the bus driver group total compensation package would be granted 90% of the 4.16% - which would be 3.74%. If the total 1996-97 bus driver group total compensation cost is \$428,103 then the dollar package increase for 1997-98 would be \$16,011.

*It is agreed, however, that a minimum wage increase of 1.5% will be provided in each year of the agreement.

Total compensation would include:

- a. Wages: Includes all wages paid for work or benefits (i.e., holiday pay, sick pay, personal leave pay, etc.)
- b. FICA expense: 7.65% of wages (97-98)
- c. Retirement expense: 14.66% of wages (97-98)
- d. Worker compensation insurance expense: approximately 6% of wages (97-98)

For 1998-99* and 1999-00 the formula will be adjusted as determined by the state aid foundation grant increase.

*NOTE: For 1998-99, the bus route wage rates will be 2.9% increase over 1997-98.

SECTION 7 - Attendance at Bus Driver School

Drivers meeting the annual requirement of attendance and successful completion of 6 hours in instruction will be paid \$60.00 each year for the term of this contract.

Transportation to Bus Driver School will be provided by the Board to the nearest site where such instruction is offered, and at such times as may be established by the Transportation Supervisor.

SECTION 8 - Conference Attendance

In the event a Bus Driver is requested by the Transportation Supervisor to take part in a conference with bus riders and/or parents and/or other school administrator for matters relating to bus rider discipline and the like, the Bus Driver will be paid at the rate of \$5.00/hr. for the term of this contract.

5.50

SECTION 9 - Holidays

- a. Bus drivers will receive for Labor Day (when school begins prior to the day), Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas, New Year's Eve, New Years Day, Good Friday and Memorial Day and Independence Day* holidays the same amount the driver would be paid for a normal workday.

*Independence Day (July 4th) will be a paid holiday only for drivers on a twelve month schedule.

FREMONT PUBLIC SCHOOLS BUS DRIVERS - PAY RATES 1998-99

"2.9 Increase"

Single AM/Single PM	3.75 hours	9,368 per year	52.05 per day
Double AM/Single PM	3.75 hours	11,686 per year	64.92 per day
Singe PM	1.75 hours	4,684 per year	26.02 per day
Sp.Ed. AM/PM routes	3.75 hours		64.92 per day
Noon Kindergarten		16.71 per hour	0.2786 per min.
Special Trips (Driving/waiting time combined)		9.95 per hour 10.58 minimum trip	0.1659 per min.
Elementary Swim		9.95 per hour 10.58 minimum trip	0.1659 per min.
Voc. Tech.		13.54 per hour	0.2257 per min.
Meal Allowance		5.00 per meal	
Bus Driver School		60.00 per year	
Drug/Alcohol Testing		10.00 per hour	
Conference/Student Discipline		5.15 per hour	
Longevity:	\$100 (5 to 10 years), \$150 (10 to 15 years), \$200 (over 15 years) (To be paid last payroll of June each year)		
Paid Holidays:	Same as Regular Pay Labor Day - when school starts prior to Thanksgiving Day after Thanksgiving Christmas Eve Christmas Day New Years Eve New Years Day Good Friday Memorial Day 4th of July - for 12-month drivers only		
Sick Days:	8 per year - Maximum accumulation: 85 days (97-98); 95 days (98-99); 105 days (1999-2000)		
Bereavement:	See contract (charged against sick leave)		
Personal Days:	1 per year (charged to sick leave) if have 30 accumulated sick days		
Note:	Daily wages are computed on a 180-day school year. 181 or 182 days of driving would not exceed the yearly amount designated. More than 182 days, daily rate would again apply.		
District Pays for CDL renewals			

- b. To be eligible for holiday pay and employee must be a regular seniority driver and must be on the payroll the scheduled workdays immediately before and after the holiday. An employee on bona-fide sick leave will be deemed to be on the payroll. An employee on approved personal leave but otherwise eligible will receive holiday pay.

SECTION 10 - Jury Duty

Employees summoned to court for jury duty will receive their normal daily pay from the school while on such service. They must reimburse to the school their jury duty pay (except mileage).

SECTION 11 - Longevity

Employees will be paid longevity based on the following scale:

- \$100 if more than five (5) years, but less than ten (10) years of service
- \$150 if more than ten (10) years, but less than fifteen (15) years of service
- \$200 if more than fifteen (15) years of service

ARTICLE VIII

MISCELLANEOUS CONDITIONS

SECTION 1

In the event it becomes necessary for a driver to request permission to be absent from his or her work for an extended period of time, for whatever reason, except for those leaves necessary during a sickness or accident leave, the Bus Driver must submit a request, in writing, five (5) working days in advance of the intended absence stating the reasons for the requested absence. Approval of, and the granting of such requests is strictly at the option of the Supervisor and Business Manager. Written approval or disapproval of such requests will be given to the Bus Driver within four (4) days after submission stating the conditions of the leave of absence if granted. An "extended period of time" as used in this section shall be construed to mean any absence in excess of five (5) working days. Sickness or accident leave shall be substantiated by a doctor's certificate.

SECTION 2

A bus driver, who is a member of the bargaining unit, and who determines to terminate his employment as a bus driver with Fremont Public Schools in order to accept full time employment with United Dairy, Bakery, and Food Workers Local 386, or the R.W.D.S.U. International Union, shall retain his/her attained seniority for the duration of such employment. A bus driver who intends to exercise this provision shall give written notice to

the Board at least thirty (30) days prior to the effective date of the termination of employment as a bus driver. At such time as full time employment with the Union terminates and the employee wishes to return to employment with Fremont Public Schools as a bus driver, he/she may exercise seniority at the beginning of a school year by giving the Board of Education written notice of such intent at least thirty (30) days prior to the first day of school. Seniority may be exercised to "bump" only the lowest seniority bus driver and must be exercised at the beginning of the school year immediately following the termination of Union employment. If the employee does not return to employment as a regular bus driver as indicated above, seniority will be forfeited and the employee will be considered as a voluntary quit.

SECTION 3

A monthly Union Committee/Management meeting may be held at the request of either party to discuss items and problems of mutual interest.

SECTION 4

Copies of memorandums, policies, directives, etc., directly concerning bus drivers will be issued to each driver.

SECTION 5

The School will make arrangements for required periodic physical examinations at no cost to the employee. These periodic physical examinations will include drug testing, Appendix II and a Consent Form for Drug and Alcohol Screening, Appendix III. Employees will be paid \$10.00/hour for the amount of time necessary to complete the drug/alcohol testing.

SECTION 6

The School will pay toward the cost of C.D.L. renewals. This does not apply to the original license which the driver must obtain at commencement of employment at his/her expense.

SECTION 7

Bus drivers may utilize the "premium conversion" option of the district cafeteria plan. A "summary plan description" and enrollment forms are available in the school district main business office. This allows employees to use pre-tax dollars to pay for health insurance premiums.

Bus drivers may also utilize the "flexible benefits" option of the district cafeteria plan.* Flexible benefits are defined as eligible dependent care expenses and unreimbursed medical expenses.

*The flexible benefits option will be new in 1997-98 to Fremont Public Schools Section 125 Cafeteria Plan and the "language and benefits" have not yet been officially approved for inclusion. Intentions are to have this approved by October 1, 1997.

ARTICLE IX

DURATION OF AGREEMENT

SECTION 1


This agreement shall remain in full force and effective until terminated, modified, amended or supplemented by a new agreement.

SECTION 2

The effective date of this Agreement shall be August 1, 1997 and the terms, thereof, shall be effective until August 1, 2000, and from year to year thereafter; provided, however, that either party may terminate the term thereof, on August 1, 2000 or any August 1 thereafter, by giving the other party sixty (60) days written notice to that effect.

In acknowledgment of, and agreement to the terms and conditions of this agreement, we have hereunto attached our signature this 17TH day of NOVEMBER, 1997.

FOR THE UNION:



Union Steward




Union Steward



Business Representative

FOR THE SCHOOL:



Board of Education President



Board of Education Personnel Committee
Chair



Superintendent

APPENDIX I

SCHEDULE B: AUTHORIZATION FOR UNION DEDUCTIONS

AUTHORIZATION FOR CHECK OFF OF DUES
(Seasonal Employees)

To the FREMONT PUBLIC SCHOOL Date _____

I hereby assign to Local 386, International Retail, Wholesale and Department Store Union, AFL-CIO, from any wages earned, or to be earned by me as your employee, such dues as may be established by the Union and become due to it as my membership dues. I authorize you and direct you to deduct from each weekly pay period, the above mentioned dues, provided I have worked four (4) days in that week, and remit the same to the Union.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of the contract between the Company and the Union, (including any extensions, renewals or modifications thereof, or any new contract between the Company and the Union), whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, irrevocable for successive periods of one (1) year, unless written notice of its revocation is given by me to the Company and the Union by registered mail, return receipt requested, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each term of one (1) year or until the termination of the contract between the Company and the Union, (including any extensions, renewals, or modifications thereof, or any new contract between the Company and the Union), whichever occurs sooner.

Signature of Employee

APPENDIX II

AGREEMENT ON DRUG AND ALCOHOL TESTING

By and between the Fremont Public Schools (District) and the Fremont Public bus division, United Bakery and Food Workers, Local 386 R.WDSU, AFL-CIO (Drivers).

The parties hereto have discussed the high degree of care owed to students and the public by both the District and its Drivers and the need for a drug free workplace in order to prevent accidents and to maintain public confidence. The parties agree that the maintenance of such a drug free workplace shall include the following requirements.

Where an administrator or other representative of the District has reasonable cause to believe that a driver may be under the influence of alcohol, and or substance abuse, as defined in the Fremont Public School's Drug Free Alcohol Policy, a copy of which is attached, Appendix IV, or following an accident or incident in which safety rules or principles were violated, and/or careless actions taken, and/or a personal injury were suffered by an employee or others, the driver may be subject to drug and alcohol testing and required to submit to urinalysis, blood tests, or physical examination. The details of such physical examinations shall be in conformance with the requirements of the Michigan Motor Carrier Safety Act.

Employees who refuse to submit to tests or refuse to sign the required consent and release in the circumstance described above will be considered insubordinate and such refusal may result in discipline including discharge.

Employees who test positively for the first time for drugs or alcohol shall be suspended without pay and referred to a drug and/or alcohol abuse evaluation center satisfactory to the District. The employee shall submit to such treatment or counseling as is recommended at his own expense and shall not return to work until he has been certified as drug and alcohol free to the satisfaction of the District. Employees who submit to drug and alcohol treatment shall execute any release necessary for the treatment center or counselor to report his progress to the District and shall comply with any aftercare requirements and submit proof of such compliance to the District upon request.

Employees who return to work and who test positively for drugs or alcohol a second time may be disciplined up to and including discharge. Employees who return to work after a first offense may be subject to at least one random drug test during the year following his return.

Nothing in this agreement will prohibit the District from taking appropriate disciplinary action where the objective symptoms of the employee indicate that he/she is under the influence, regardless of the results of any tests and regardless of whether or not a test is administered.

FREMONT PUBLIC SCHOOLS

Dated: 11-17-97

By [Signature]

DRIVERS, UNITED
LOCAL 386

FREMONT PUBLIC SCHOOL BUS
DAIRY BAKERY AND FOOD WORKERS,
4.2DSU, AFL-CIO

Dated: 11/17/97

By [Signature]
[Signature]
[Signature]

APPENDIX III

FREMONT PUBLIC SCHOOLS

CONSENT FORM FOR DRUG AND ALCOHOL SCREENING
(Current Employee)

I hereby give my consent to Fremont Public Schools (Fremont), through an authorized testing service of its choice, to collect blood, urine, or saliva samples, or other fluid or tissue samples from me, and to conduct any other necessary medical tests to determine the presence or use of drugs, including alcohol and controlled substances. I hereby release Fremont from any liability arising out of such test or its results. Further, I give my consent for the release of the test results and other relevant medical information to authorized Fremont administration for appropriate review. I also understand that if I refuse to execute this consent, I am subject to immediate suspension, and ultimately, discharge from employment. I also agree to comply with Fremont's Drug and Alcohol Policy.

Signature of Employee

Date

WITNESS:

Fremont Public Schools

Date

FREMONT PUBLIC SCHOOLS

APPENDIX IV

Policy 716
Adopted 7/8/91

FREMONT PUBLIC SCHOOLS

DRUG AND ALCOHOL POLICY

Fremont Public Schools intends to provide a drug-free working environment for its employees. Use, possession, sale or being under the influence of drugs, including alcohol, by employees while at work is unacceptable because it can adversely affect the health and safety of other employees, as well as students of the District and members of the general public. Such action tends to undermine public trust in the District. As such, the following will be applied to all employees.

1. Drug Free Policy. No employee shall use, possess, purchase, sell, transfer or be under the influence of any illegal drug or alcohol while on school property, while in a school bus or other school vehicle or while performing school business during or after the work day. "Illegal drugs" includes prescribed drugs not legally obtained and prescribed drugs not being used for the intended purpose or in the prescribed quantity. In addition, employees shall notify the District if a drug is prescribed which could affect the employee's operation of a school bus or other dangerous equipment.
2. Disciplinary Action. Any violation of this policy may result in disciplinary action up to and including termination of employment.
3. Under the Influence. "Under the Influence" means that an illegal drug was present in the employee system in any detectable amount and in the case of alcohol in that level which in the judgment of the District interferes with the employee's work performance. Objective symptoms of drug or alcohol intoxication such as, but not limited to, slurred speech, impairment of physical or mental ability or difficulty in maintaining balance may be used in determining whether or not an employee is "under the influence" regardless of the level of drugs or alcohol.

BOARD OF EDUCATION POLICY PROPOSAL

"DRUG-FREE SCHOOLS AND COMMUNITIES ACT AMENDMENTS OF 1989"

PUBLIC LAW 101-226 COMPLIANCE PLAN

The "Drug-Free Schools and Communities Act Amendments of 1989", Public Law 101-226, requires that educational agencies submit certification of compliance with this legislation. Failure to complete the certification would result in the school district receiving no federal funding.

Certification of compliance with the "Drug-Free Schools and Communities Act Amendments of 1989", Public Law 101-226 requires drug and alcohol education and prevention programs that address multiple legal, social, and health issues for students in all grades. Fremont Public Schools' participation in the Michigan Model Health Education Curriculum, assures compliance with this aspect of the "Drug-Free Schools and Communities Act Amendments of 1989", Public Act 101-226.

Certification of compliance with the "Drug-Free Schools and Communities Act Amendments of 1989", Public Law 101-226 requires student standards of conduct regarding illegal drug and/or alcohol use be communicated to students and their parents/guardians. Guidelines and procedural due process for disciplinary action when students violate the policy is included in student handbooks. These handbooks, for grades K-12, are approved annually by the Board of Education in a public meeting and are provided to each student at the beginning of each school year. Students are either required or strongly urged to review their student handbook with their parents. This process assured compliance with their aspect of the "Drug-Free Schools and Communities Act Amendments of 1989", Public Law 101-226.

Certification of compliance with the "Drug-Free Schools and Communities Act Amendments of 1989", Public Law 101-226 requires that students be provided information concerning drug and/or alcohol counseling and rehabilitation. Fremont Public Schools' counselors and administrators are able to provide this information to students to assure the district's compliance with this aspect of the "Drug-Free Schools and Communities Act Amendments of 1989", Public Law 101-226. Referrals are made to Bethany Christian Services, Newaygo County Mental Health, and other and various agencies and treatment centers.

Certification of compliance with the "Drug-Free Schools and Communities Act Amendments of 1989", Public Law 101-226 requires that employees be informed of:

- a. The standards of conduct relative to the unlawful possession, use, or distribution of illicit drugs, and/or alcohol on school premises/activities,
- b. The disciplinary sanctions for violating the standards of conduct,
- c. Information about drug and/or alcohol counseling, rehabilitation and re-entry program, and,
- d. Notification that compliance with the standards of conduct is mandatory.

The attachment shall be advanced to all current employees with paychecks on September 7, 1990 to ensure compliance with the "Drug-Free Schools and Communities Act Amendments of 1989", Public Law 101-226 requirements. All new employees beginning work after September 7, 1990, shall be provided with both a copy of this policy and the attachment.

Certification of compliance with the "Drug-Free Schools and Communities Act Amendments of 1989", Public Law 101-226 requires that biennially the effectiveness of the district's drug and alcohol prevention programs and consistent enforcement of disciplinary sanctions, while protecting the confidentiality of individuals, be reviewed and necessary changes implemented. The following actions will be completed:

- a. A biennial review of the district's drug prevention programs and effort by the administration,
- b. Ongoing meetings of the district's administrators and supervisors to consider the district's drug prevention program, and,
- c. Administrative meetings with various students, employees, employee groups, and leadership of bargaining units to ensure students and employee input regarding the effectiveness of the drug prevention program.

These actions will ensure compliance with this aspect of the "Drug-Free Schools and Communities Act Amendments of 1989", Public Law 101-226.

TO: Fremont Public Schools Employees

FROM: Bradley J. Hansen, Supt.

RE: School District compliance with "Drug-Free Schools and Communities Act amendments of 1989", P.L. 101-226

DATE: September 7, 1990

Recently, the U.S. Congress approved the "Drug-Free Schools and Communities Act Amendments of 1989", P.L. 101-226. This legislation requires that school district's certify compliance with P.L. 101-226 or face the loss of all federal funding. A portion of the certification requires that school district employees be informed of:

- a. the standards of conduct relative to the unlawful possession, use, or distribution of illicit drugs and/or alcohol on school premise/activities,
- b. the disciplinary sanctions for violating the standards of conduct,
- c. information about drug and/or alcohol counseling, rehabilitation, and re-entry programs,
- d. notification that compliance with the standards of conduct is mandatory.

The purpose of this communication that is being advanced to all employees is to ensure the school district is in compliance with the "Drug-Free Schools and Communities Act Amendments of 1989", P.L. 101-226.

The policy of the school district is that employees are not, under any circumstances, to have in their possession, use, or distribute illicit drugs and/or alcohol on school premises or during school activities. Employee compliance with these standards of conduct is mandatory.

Employees who are involved in the possession, use, or distribution of illicit drugs, and/or alcohol on school premises or during school activities, after appropriate due process, face disciplinary action up to, and possibly including, dismissal and/or referral for prosecution.

Information is available to any employee regarding drug and/or alcohol counseling, rehabilitation an/or re-entry programs from their immediate supervisor, any of the building principals, or the superintendent.

Any employee with questions, regarding this policy and memorandum is invited to contact the Superintendent at 924-2350.

C:\WP\PERFECT\CONTRACT\BUS\BUSDRIVE