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6/30/95

BUS DRIVERS
MASTER AGREEMENT
Between
LOCAL UNION NO. 580
of the
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA
and
BOARD OF EDUCATION
of the
HOLT PUBLIC SCHOOLS
1993-94
through
1994-95

Holt Public Schools

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GENDER CLAUSE

It is understood that wherever gender is referred to in this Agreement, that it refers to both sexes equally.

THIS AGREEMENT, made and entered into this 8th day of December, 1990 by and between the Board of Education, Holt Public Schools, party of the first part, and hereinafter termed the Board, and Local Union No. 580 of the Teamsters, Chauffeurs, Warehousemen and Helpers of America, party of the second part, and hereinafter termed the Union:

WHEREAS: The Board is required by law to negotiate with the Union on wages, hours and terms and conditions of employment of school bus drivers, and the parties, through negotiations in good faith have reached an agreement on all such matters and desire to execute this Agreement.

WITNESSETH:

ARTICLE I

RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining representative as defined in Section II of ACT 379 of the Public Acts of 1965 for all school bus drivers, excluding therefrom the Transportation Supervisor, probationary drivers and casual substitute drivers (defined as those who have substituted less than thirty (30) consecutive working days in the same driver assignment), to the extent required by Act 379 of the Public Acts of 1965 and for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

Section A.

When the Board needs additional bus drivers it shall give the Local Union opportunity with all other sources to provide suitable applicants, but the Board shall not be required to employ those referred by the Local Union.

Section B. Agency Shop.

Membership in the Union is not compulsory. Bus drivers have the right to join, or not join, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

1. Accordingly, each bus driver in the bargaining unit shall pay his/her own way and assume his/her share of the obligation of being represented by a collective bargaining agent and receive the grant of equal benefits contained in this Agreement.
2. The Union is required under this Agreement to represent all of the bus drivers in the bargaining unit fairly and equally without regard to whether or not a bus driver is a member of the Union. The terms of this Agreement have been made for all bus drivers in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Board after certification by the Michigan Labor Mediation Board that the Union is the choice of the bus drivers in the bargaining unit.

Section C.

In accordance with the policy set forth under Section (B) of this Article, all bus drivers shall pay to the Union, the driver's exclusive collective bargaining representative, a Representation Benefit Fee in an amount not to exceed that paid by other bus drivers in the bargaining unit who are members of the Union.

Section D.

The Board agrees to deduct from the pay of each bus driver who becomes a member of the Union all regular dues of Local No. 580 and pay such amount deducted to said Local for each and every such member bus driver, provided however, that the Union presents to the Board authorization signed by such bus driver, allowing such deductions and payment to the Local Union which indicates such bus driver intends to be a member of the Union. During the life of this Agreement, the Board agrees to deduct Union dues from the second pay of each bus driver who submits a properly prepared authorization for checkoff of dues form to the payroll department. The Board shall rely solely upon the information appearing on this form. It is the responsibility of the Union and each individual bus driver to inform the Board in writing of any change in an employee's Union membership status. Deductions shall begin the month after the form is received but shall not supersede any legally required deductions nor be required if the bus driver's pay is less than the amount of the dues. Deductions for each calendar month shall be remitted to the Treasurer of Local No. 580 within two weeks after the second payroll of each month. The Union agrees to indemnify and hold the Board harmless from any claim, suit, cause of action or judgment, including attorneys fees, which may result from the Board's deduction of Union dues or fees. The Board will not collect any Representation Benefit Fees nor shall the Board enforce compliance with the Agency Shop provision.

1. A new employee shall work under the provisions of this Agreement but shall be employed only on a 30 working day trial basis, during which period he/she may be discharged without further recourse: provided however, that the Board may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. However a 30 working day extension shall be granted upon request by the Board to the Union. After 30 working days, the employee shall be placed on the regular seniority list. In case of discipline within 30 working days, the Board shall notify the union in writing.
2. Union Jurisdiction. The Board agrees to respect the jurisdiction of the Union regarding the assignments of members of the unit to drive regular, field and special trips, except that qualified employees other than members of the unit may drive if no member of the unit is available and desires to drive. The Board further agrees that a member of the unit shall be utilized for the transporting of pupil luggage or equipment together with pupil transportation on field trips.

ARTICLE II

WAGES AND HOURS

Attached hereto and marked "Schedule A" is a schedule showing the classification and wage rates of the drivers covered by this Agreement.

All drivers covered by this Agreement shall be paid for all time spent in the service of the Board except as modified below. Rates of pay provided for by this Agreement shall be minimums.

Hours and overtime. Drivers on regular assignments (two morning and two afternoon runs) or the equivalent, shall be guaranteed a minimum of four (4) hours pay for each regularly scheduled working day. Five (5) days shall constitute a normal work week, commencing Monday A.M. through Friday P.M.

All employees shall have a regular reporting time for each day which shall be made known to them.

Call in time. Any regular driver called in to substitute for another shall be paid the actual time worked, with a minimum pay per call-in of one hour.

Drivers to be paid at an hourly rate for all paid time as follows:

Actual route time, including the break between morning runs, as scheduled.

One-half (1/2) hour daily for preparation time (to include but not be limited to warm up, safety check, daily servicing and interior cleaning of the vehicle); except that drivers assigned to morning, noon or afternoon runs only shall receive fifteen (15) minutes daily.

Drivers shall not be paid extra on days when all students go home early, since this does not result in an extra-call in or extra time worked; merely a rescheduling of a part of the day's work.

Drivers who are called in to take a part of the students home early, but still have a part or all of their regular afternoon runs to drive, will be paid extra for the actual working time of the extra call-in, with a minimum pay of two hours per call-in. Such time shall be submitted on and be paid from a time sheet.

In order to be eligible for a call-in for a special run as described above, drivers shall not have a conflicting regular assignment.

Drivers will be considered on working status during preparation time, while driving on a regular or special run, while waiting for the return of a regular run, or during such other times as the Board shall designate. All time on working status shall be computed against the guaranteed minimum daily hours.

Field trips and time spent substituting for another driver on an extra call-in basis shall not be computed against the guaranteed minimum daily hours.

Overtime. Drivers who work more than eight (8) hours per day (exclusive of field trips), or forty 40 hours per week shall be entitled to overtime pay for the additional time at one and one half (1 1/2) times the field trip rate.

Time and one half shall be paid for all work performed on Saturday. Double time shall be paid for all work performed on Sundays and holidays except the day following the last student day of each school year.

Holidays. Drivers shall receive the following holidays with pay:

Labor Day, Thanksgiving; the day after Thanksgiving; Memorial Day; and the next working day following the last student day of each school year.

In order to qualify for holiday pay, the driver must work the last regularly scheduled work day before the holiday, or the first regularly scheduled work day after the holiday, unless his/her absence is covered by the leave provisions of this Agreement.

Bonus Pay. All drivers shall receive an annual bonus equal to three times their daily rate of pay. In addition, drivers shall receive an additional bonus equal to their daily rate after three (3) years experience in the Holt Public Schools. After six (6) years experience in the Holt Public Schools, drivers shall receive a total annual bonus equal to five (5) times their daily rate of pay. This bonus is to be determined as of the end of the driver's work year, and paid the first pay in December. This annual bonus will be paid in a separate check.

ARTICLE III

SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Board agrees that no work or service of the kind, nature or type covered by, presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, vendor, person or non-unit employee, except for the following cases:

- A. For any arrangements necessary to maintain pupil transportation services due to gasoline shortages or other conditions beyond the control of the Board.

ARTICLE IV

EXTRA CONTRACT AGREEMENTS

Section 1. The Board 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 of provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE V

SENIORITY

Section 1. Strict seniority shall prevail in the layoff, recall and earnings opportunities of employees, provided that skill, ability and experience in performing scheduled work are relatively equal. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired, subject to the conditions noted above.

Section 2. The Board shall provide a list of the employees arranged in order of their seniority. Such list shall be revised as changes occur, and shall be made available to the Union and individual employees.

Section 3. Seniority shall be broken only by discharge, voluntary quit, or layoff for a period of more than one year.

Section 4. In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of recall to work, mailed to his/her last known address. In the event the employee fails to make herself/himself available for work at the end of said two (2) weeks, she/he shall lose all seniority rights under this Agreement.

Section 5. Stewards shall be granted super seniority for all purposes including layoff and rehire and job preference if such is required by the Union. However, only one steward shall have super seniority for such purposes.

Section 6. Any employee employed in a classification covered by this Agreement, who is or has been promoted or transferred to a non-unit position shall not accumulate seniority while he/she works in the non-unit position. If the employee is returned to a bargaining unit classification, he/she shall commence work in a job generally similar to the one held at the time of the promotion or transfer and shall maintain the seniority rank he/she had at the time of promotion or transfer out of the unit. However, employees promoted to supervisory positions within the transportation department shall continue to accrue seniority while in the supervisory position, and in the event of later return to a bargaining unit position shall be considered to have been continuously employed within the bargaining unit for the purpose of computing seniority, provided that such return must take place within one (1) year from date of promotion.

ARTICLE VI

DISCHARGE OR SUSPENSION

Section 1. The Board agrees not to discharge or suspend any bus driver without just cause. The Board agrees to a method of progressive discipline for minor offenses which normally shall consist of:

- 1st, an oral warning;
- 2nd, a written warning;
- 3rd, suspension; and
- 4th, discharge.

No warning notice need be given to a bus driver before he/she is discharged if the cause of such discharge or suspension is (a) dishonesty, (b) drunkenness, (c) recklessness, (d) conviction of a felony (e) a charge of homosexuality, indecent proposals or any other offense involving moral turpitude, (f) falsification of his/her application for employment, (g) sabotage of school property, or (h) under the influence of narcotics.

The warning notice as herein provided shall not remain in effect for a period of more than one year from the date of said warning notice. It is expressly understood that a warning notice given to a probationary driver shall be considered in full force and effect for one year from the date of said warning notice regardless of the fact that the probationary driver may achieve seniority status as described in Article I, Section D(1) hereof in the interim.

ARTICLE VII

GRIEVANCE PROCEDURE

It is mutually agreed that all grievances (defined as an alleged violation, misapplication or misinterpretation of this Agreement) arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided, and that there shall at no time be any strike, tie-ups of equipment, slow-downs, walk-outs or any other cessation of work or lockouts. There shall be no legal proceeding of any kind before all means of settlement provided herein are exhausted.

An employee with a grievance shall report same to his/her supervisor within ten (10) days of the alleged infraction. No action shall be required of the Board concerning any grievance not reported within the time limit.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Board and the Union. In the event that any grievance cannot be settled in this manner the question may be submitted by either party for arbitration as hereinafter provided.

Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort of the parties to settle such promptly with the following steps:

1 Formal Grievance Procedure:

- a. All grievances shall be in writing and shall contain the following information:
 - (1) A concise statement of the facts alleging the violation, including the date when said violation occurred.
 - (2) The specific section of this agreement, which is alleged to have been violated.
 - (3) A relief requested.
 - (4) The signature or signatures of all of the grieving parties.
 - (5) The date upon which the grievance is filed.

b. Steps to be followed:

- (1) Any bus driver or group of bus drivers believing there to be a violation as stated above shall file a written grievance with the Supervisor of Transportation, within ten (10) days from the alleged violation.

Within five (5) days of receipt of a grievance, the Supervisor of Transportation shall schedule a hearing thereon. Within five (5) days of the hearing on the grievance, the Supervisor of Transportation shall render a decision in writing, transmitting a copy thereof to the Union and to the grieving bus driver or bus drivers.

- (2) If the decision of the Supervisor of Transportation is unsatisfactory to the grieving bus driver or the Union, he/she or they shall file a written grievance with the Assistant Superintendent for Business Services within ten (10) days after the decision of the Supervisor of Transportation. Within ten days of receipt of the grievance, the Assistant Superintendent for Business Services shall schedule a hearing thereon. Within (10) days of the hearing on the grievance, the Assistant Superintendent for Business Services shall render a decision in writing, transmitting a copy thereof to the Union and to the grieving bus driver or bus drivers.

- (3) If the decision of the Assistant Superintendent for Business Services is unsatisfactory to the grieving bus driver or the Union, he/she or they shall file a written grievance with the Assistant Superintendent for Personnel within ten (10) days after the decision of the Assistant Superintendent for Business Services. Within ten (10) days of receipt of a grievance, the Assistant Superintendent for Personnel shall schedule a hearing thereon.

With ten (10) days of the hearing on the grievance, the Assistant Superintendent for Personnel shall render a decision in writing, transmitting a copy thereof to the Union and to the grieving bus driver or bus drivers, and filing a copy in a permanent file in the Personnel Office.

- (4) If the decision of the Assistant Superintendent for Personnel is unsatisfactory to the grieving bus driver or the Union, he/she or they may file an appeal for mediation with the Michigan Employment Relations Commission, in accordance with the Michigan Employment Relations Commission's procedures and law. Such appeal to mediation shall be filed within ten (10) days after the decision of the Assistant Superintendent for Personnel. This mediation step may be waived by either party upon written notice.

- (5) Should it be impossible to resolve the grievance in a mutually acceptable manner via mediation, either the Board or the Union may, within ten (10) days of the conclusion of the mediation, appeal to arbitration. The Secretary-Treasurer and/or Executive Board of the Local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union. The Union and the Board shall join in asking the Federal Mediation and Conciliation Service to submit a panel in accordance with the procedures of the Federal

Mediation and Conciliation Service. The arbitrator shall give both parties full opportunity to present evidence and to argue the grievance orally, or in writing, and shall be bound by the transcript of the testimony and exhibits. In the event of a refusal by either party to submit or to appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed ex parte and make an award. In any event, he/she shall make a written decision, and his/her award shall be binding upon the Board, the Union, and the aggrieved. The arbitrator shall not alter, add to or subtract from this Agreement. The cost of arbitration shall be divided equally between the Board and the Union, except that each shall pay the cost of its own representative.

- (6) Failure to institute a grievance or appeal a decision within the time limit specified shall be deemed acceptance of the decision at that level. Should a bus driver or group of bus drivers or the Union withdraw a grievance at any level, or should a bus driver or a group of bus drivers leave the employ of the Board, all further proceedings on said grievance shall be barred.
- (7) The term day or days used herein shall mean regular working.

ARTICLE VIII

STEWARDS

The Board recognizes the right of the Union to designate job stewards and alternates from the Board's seniority list. The authority of the job stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with the Board or the designated Board representative in accordance with the provisions of the collective bargaining Agreement:
2. The collection of dues when authorized by appropriate Local Union action:
3. The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - a. have been reduced to writing, or
 - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Board's business or right to manage.

Job stewards and alternates have no authority to take strike action, or any other action interrupting the Board's business, except as authorized by official action of the union. The Board recognizes these limitations upon the authority of the job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Board in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement. Stewards shall be permitted reasonable time to investigate,

present and process grievances on school property without loss of time or pay during his/her regular working hours. Such time spent in handling grievances during the steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

ARTICLE IX

PICKET LINE

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to go through or work behind a primary picket line of the Union and bargaining unit party to this Agreement.

However, the Union agrees that on any day on which any children are transported to school, such children shall be transported home at their regularly scheduled time before any picket line will be honored.

ARTICLE X

MAINTENANCE OF STANDARDS

The Board agrees that all conditions of employment relating to wages, hours of work and overtime differential shall be maintained at not less than the minimum standards in effect on the effective date of this Agreement, and that conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that provisions of this Article shall not apply to inadvertent or bona-fide errors made by the Board or the Union in applying the terms and conditions of this Agreement if such error is corrected within 90 days from the date of the error. This Article is not to be construed as a guarantee of hours of overtime.

ARTICLE XI

GENERAL

Section 1. The Board agrees that it will allow the proper accredited representatives of the Union access to school property at any time for the purpose of policing the terms and conditions of this Agreement. Such Union representatives shall announce their presence.

Section 2. The Union shall have the right to examine payroll records pertaining to the computation of compensation of any employee whose pay is in dispute, or any other public records of the Board pertaining to a specific grievance. The employee involved shall give his/her consent in writing to the Union for opening of his/her confidential file.

All employees covered by this Agreement shall be paid for all time spent in the service of the Board. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work until the time he/she is effectively released from duty. Drivers shall be paid for breakdown time, when required to stay with the bus. Such payment for driver's time when not driving shall be at the hourly rate.

ARTICLE XII

PAY PERIOD

All regular employees covered by this Agreement shall be paid in full every two (2) weeks during the school year (20 pays), or upon submitting written notification to the Assistant Superintendent for Personnel by August 1, shall have the option of receiving regular route pay over twelve months (26 pays). Drivers will be presumed to be on the school year only pay plan unless written notice has been given. Once notice of year around pay has been given, it will remain in effect from year to year unless cancelled by a driver no later than July 1, of any school year.

Drivers on the twelve month plan must designate no later than April 1, if they wish a lump sum payment at the end of a school year. This arrangement, once designated shall continue in effect from year to year unless cancelled by the driver no later than April 1 of any school year.

Each employee shall be provided with an itemized statement of his/her earnings and all deductions made for any purpose, upon request of individual employees or Union representatives.

ARTICLE XIII

LOSS OR DAMAGE

Employees shall not be charged for loss or damage unless clear proof of negligence is shown. This Article is not to be construed as applying to charging employees for damage to equipment.

ARTICLE XIV

UNIFORMS

The Board agrees that if the drivers are required to wear any kind of uniform, such uniform shall be furnished free of charge, at the standard required by the Board. The jackets worn by drivers shall be paid in full by the Board upon completion of probation. The Board will supply new winter jackets during the 1994-95 school year, and again in 1995-96. The Board will supply lightweight jackets for spring and fall during the 1991-92 school year.

ARTICLE XV

EQUIPMENT, ACCIDENTS AND REPORTS

Section 1. The Board shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Section 2. Under no circumstances will an 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 an applicable statute or court order, or governmental regulation relating to safety of person or equipment.

Section 3. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Board, the employee, before starting his/her next shift shall make out an accident report in writing, on forms furnished by the Board and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Board.

Section 4. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Board and shall be made in multiple copies, one copy to be retained by the employee. The Board shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the Bus Mechanic.

When the occasion arises where an employee gives a written report on forms in use by the Board of a vehicle being in unsafe operating condition and receives no consideration from the Bus Mechanic, he/she shall take the matter up with the Supervisor of Transportation.

ARTICLE XVI

WORKER'S COMPENSATION

The Board shall provide worker's compensation benefits for all bus drivers as required by law.

In the event of a work related injury or illness the employee shall be paid at his/her regular rate but time lost is chargeable against the employee's accumulated bank of sick leave days. While on a compensable absence, the employee shall continue to accumulate sick leave days as provided in this contract.

After the seven (7) calendar day waiting period, if the employee is awarded a worker's compensation claim, subject to the requirements of section 354 of the Worker's Compensation Act, his/her pay will be reduced to the difference between said worker's compensation benefit and his/her regular rate of pay. Sick leave will be charged on a pro-rata basis computed on the relationship of his/her differential pay to his/her regular rate of pay.

ARTICLE XVII

MILITARY SERVICE

Any employee on the seniority list inducted into military, naval, marine or air service under the provision of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of National Emergency, shall upon termination of such service, be re-employed in line with his/her seniority, at the then current rate for such work, provided he/she has not been dishonorably discharged from such service with the United States Government and is physically able to do work available, and, further provided he/she reports for work within 90 days of the date he/she is discharged from such service with the United States Government.

ARTICLE XVIII

MANAGEMENT RIGHTS

The Board reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration but not limited to the determination of policies, operations, assignments, schedules, discipline, and layoff, for the orderly and efficient operation of the School District.

ARTICLE XIX

NO STRIKE CLAUSE

The Union and the Board agree that there will be no strike or lockout during the course of this agreement.

ARTICLE XX

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Contract or of any Riders thereto should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained pending a final determination as to its validity, the remainder of this Contract and any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid, or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XXI

INSURANCE

The Board shall provide insurance benefits for eligible Bus Drivers as follows:

- A. Life Insurance. \$10,000 group term life insurance coverage for each driver employed on a regular basis.

B. Health Insurance. The Board will provide the following premium contribution for each driver employed on a regular basis:

- (1) Fifty percent (50%) of the monthly premium of the following two (2) coverages as appropriate for drivers who work 4 to 4.99 hours per day:
- (2) Seventy-five percent (75%) of the monthly premium of the following two (2) coverages as appropriate for drivers who work 5 to 5.99 hours per day:
- (3) Eighty percent (80%) of the monthly premium of the following two (2) coverages as appropriate for drivers who work 6 hours or more per day.

The Bus driver has the choice of one of the following two coverages:

- (a) Blue Cross/Blue Shield MVF-2 health insurance, including added FAE-RC, VST, \$.50 co-pay prescription drug riders, master medical option IV and pre-determination, or comparable, to be bid by the Board.

The Board shall pay the \$ 50/100 Master Medical deductible under this policy up to a maximum of \$ 50 for an individual and a maximum of \$ 100 for two persons or a family, upon presentation of itemized receipts for the services not paid by Blue Cross/Blue Shield because of the deductible.

- (b) Health Maintenance Organization coverage, or comparable, to be bid by the Board.

These coverages are subject to terms and conditions of the master policies applicable to such benefits.

The Board will pay the full percentage, as outlined above, of the average monthly premium of the two (2) plans outlined above, or comparable coverage, to be bid by the Board.

C. Dental Insurance. The Board will provide the following premium contribution for each driver employed on a regular basis:

- (1) Fifty percent (50%) of the monthly premium of the following two (2) coverages as appropriate for drivers who work 4 to 4.99 hours per day:
- (2) Seventy-five percent (75%) of the monthly premium of the following two (2) coverages as appropriate for drivers who work 5 to 5.99 hours per day:
- (3) Eighty percent (80%) of the monthly premium of the following two (2) coverages as appropriate for drivers who work 6 hours or more per day.

The dental insurance will be MESSA Delta Dental plan E, with orthodontic rider 0-2, subject to the terms and conditions of the master policies applicable to such benefits, or comparable coverage to be bid by the Board.

- D. For each driver not taking either health insurance or dental insurance, the Board will pay a monthly (12 months per year), contribution to an annuity (403 (B) contract) of the driver's choice, subject to the provisions of Board policy A 4079 and B 4079 in an amount according to the following schedule:
1. For the period of time beginning December 1, 1993, and ending August 31, 1994:
 - \$56 per month for drivers who work 6 hours or more per day.
 - \$46 per month for drivers who work 5-5.99 hours per day.
 - \$35 per month for drivers who work 4-4.99 hours per day.
 2. For the year beginning September 1, 1994, and ending August 31, 1995:
 - \$61 per month for drivers who work 6 hours or more per day.
 - \$51 per month for drivers who work 5-5.99 hours per day.
 - \$40 per month for drivers who work 4-4.99 hours per day.
- E. New employees hired at the beginning of a school year shall be covered effective September 1 of that year.

New employees hired in mid-year shall be covered as follows:

for those who's beginning date or regular employment is prior to the 16th day of a month, coverage shall begin on the first day of the next month.

for those whose beginning date of regular employment is on the 16th day or after in any month, coverage shall begin on the first day of the second succeeding month.

Once coverage is designated, it shall not be altered except as birth or adoption, change in marital status, social security eligibility, death, or change of dependent status is involved, or until the next open enrollment period. Employees are required to notify the personnel office in writing of any such changes within thirty (30) calendar days of the change. Employees failing to do so must reimburse the school district for any unnecessary premiums paid on the employee's behalf.

Except for the annuity benefit for drivers not taking either health insurance or dental insurance, failure to make use of all or any part of the maximum possible Board-paid premium contributions available shall not make any funds transferable to cash or other form of benefit for the drivers or others.

Insurance premiums for the full year to be paid by a driver, will be spread over the driver's payroll year on a monthly deduct basis.

ARTICLE XXII

BID PROCEDURES

Before the opening of each new school year and as soon as regular routes and schedules have been completed, a meeting shall be called by the Supervisor of Transportation to which all drivers on the then current seniority list shall be invited, for the purpose of bidding on route assignments.

Drivers shall bid in order of seniority. Drivers who cannot be physically present at the bid meeting may submit a sealed written bid in advance to the Supervisor of Transportation, which will be opened and read at the meeting when the driver's turn comes.

Drivers who are neither present at the meeting when their turn comes, nor submit a written bid shall be considered to have failed to bid. Such drivers, and any driver whose written bid has been pre-empted by a more senior driver, may be assigned at the Supervisor of Transportation's discretion after the bid procedure has been completed.

The addition, deletion or rescheduling of routes, or vacancies during the school year shall not result in blanket re-bidding of route assignments. However, if a route is changed from a double run to a triple run after the annual bidding of routes, the driver on the route changed may elect to keep the route or bump any less senior driver. A driver bumped from a route may then bump any less senior driver.

Drivers who wish to be considered for a change of assignment during the school year must submit a letter to the Assistant Superintendent for Personnel by 4:30 p.m. on the Friday of the second week of the school year indicating their wish to be considered for a change. If a vacancy occurs during the school year, the Assistant Superintendent for Personnel shall consult letters on file and fill the vacancy with the most senior driver requesting it. Should there be no letters on file indicating a preference for the vacant route assignment, the Board may then proceed to hire and assign a new driver to fill the vacancy. Such letters of preference may be withdrawn by the driver submitting a new letter. All letters on file shall expire on June 30 of each year.

When new routes are created during the school year, for which drivers have not had the opportunity to submit a letter of preference, the Board will post such routes for five (5) days. The Board reserves the right to fill such route assignments on a temporary basis pending the outcome of the bidding procedure.

When a driver takes a leave of absence after the beginning of a school year, the vacancy created by his/her absence shall be filled on a temporary basis for the remainder of that school year; and if the driver returns from leave during the same school year during which the leave was taken, he/she shall be entitled to return to the same route assignment which he/she left, provided such route assignment remains in existence at the time of return. Drivers not returning from leave until a subsequent school year shall be subject to the return provisions of Article XXIII, Absences and Leaves.

After bus routes have been established, additional stops shall not be added until first informing the driver affected. In the event that additional students have to be picked up after routes are bid and this change would necessitate drivers going out of their general area, the Supervisor shall consult with other drivers who may be available to pick up the students. After consultation with the drivers the Supervisor will make the assignment. "Late runs" from the Junior High shall not be considered "additional stops", but shall be considered as part of a route when routes are bid.

Whenever a regular driver is absent from his/her route, it is the intent of the Board to replace him/her with a qualified substitute. Doubling of runs shall only take place in an emergency situation when shortness of notice of intended absence, or lack of available substitutes or other circumstances beyond the control of the Board require it.

Field trips shall be in addition to the driver's regular route assignment. The procedures for assigning field trips are found in Schedule A, Section 6, (page 27.)

ARTICLE XXIII

ABSENCES & LEAVES

Section 1. Absences from the regular work assignment which are considered as time worked and are paid the regular daily rate.

A. Conference attendance and expenses. A driver shall request permission from the Supervisor of Transportation in advance of attending any conference within the State of Michigan. Conferences outside the State of Michigan require Board approval.

1. Permission will be governed by the availability of a substitute, special situations, and the Supervisor's judgment as to the needs of and/or benefits to the driver and the programs or activities concerned.
2. Expenses will be allowed as follows: The Board adopted mileage (presently \$.26 for automobile); the salary of a substitute if necessary; lodging, actual cost (not to exceed \$30.00 per night); meals at cost (not to exceed \$25.00 per day); registration fee; and if transportation is by public carrier, the most economical means.

B. Appearance in court necessitated by a school related incident.

C. Attendance at a particular function when requested by the Board.

Section 2. Absences from the regular work assignment which are not considered as time worked, but which are paid at the regular daily rate, and no leave time is charged.

A. Jury Duty. A period not to exceed twenty (20) working days in one school year may be granted for jury duty. An extension beyond twenty (20) days will be granted when the continuation of a specific case necessitates it.

While on jury duty, the Board shall pay regular salary. The driver shall sign over to the school district any jury duty stipend (not including mileage expense).

Section 3. Paid Absences chargeable against leave.

A. Leave of absence days (illness, death, funerals).

Ten (10) leave of absence days to be used for purposes described in paragraphs (1), (2), (3), (4), and (5) below shall be granted per school year with an unlimited maximum accumulation.

Drivers who work an extended school year (190 days) shall be entitled to an additional one half (1/2) sick leave day.

1. Personal illness. The illness shall be attested to by the driver through the completion of a sick-leave form furnished by the school, upon the return of the driver to school. The Supervisor shall endorse the card. A written statement may be required from the attending physician in cases of an injury or illness that keeps a driver from work for five (5) or more consecutive working days. A written statement shall be mandatory commencing the eighth calendar day of absence. Also, such a statement shall be mandatory in all cases of absence covered by Worker's Compensation and absence requiring hospitalization regardless of the length of the absence.

When a driver has exhausted compensated leave days and is still unable to return to work for health reasons, the driver shall be placed on health and hardship leave as provided in Article XXIII, Section 4, b. 2.

2. Pregnancy. A driver who becomes pregnant shall provide written notification to the Director of Personnel of such pregnancy as soon as possible after medical confirmation. Such written notification shall include a written statement from her physician verifying the fact that she is pregnant, that she is physically able to perform all of the duties and functions of her position, and the estimated date of delivery.

The driver shall furnish periodic written statements from her physician indicating her well-being and ability to perform all of the duties and functions of her position. Such written statements by the physician shall be provided upon request.

The driver may continue in her position as long as her physician continues certification of her well being and ability to perform the work required of her assignment, subject to the conditions of (a.) below.

The driver shall be eligible to use any accumulated sick leave, as provided in Section 3, a. above, for any physical disability connected with the pregnancy.

In the event a driver exhausts her accumulated sick leave before regaining her physical fitness to fully perform her duties, she is eligible for health and hardship leave as provided in Article XXIII, Section 4, c. 1, (page 22.)

After delivery, the driver is eligible to resume her duties upon certification by her physician of her physical fitness to fully perform her duties, or she may have elected to request a general leave for child care purposes as provided in Article XXIII, Section 4, b. 1. Once a driver has been so certified by her physician as physically fit to return to work, this shall terminate her access to sick leave benefits in connection with the pregnancy.

As an alternative to the procedure outlined above, the driver may request an unpaid general leave of absence for maternity purposes for a period of not to exceed one year, at any stage of the pregnancy.

The driver requesting such leave of absence shall apply in writing to the Director of Personnel at least thirty (30) days prior to the anticipated date of the commencement of the leave and at the same time, set forth the anticipated date of return after the termination of the pregnancy.

Prior to return from a general leave of absence for maternity purposes the driver shall present certification by her physician of her physical fitness to fully perform her duties, subject to Section six (6). Other conditions for reemployment are as specified in Section 4, b. (1).

A driver selecting either alternative may request a general leave of absence for child care purposes for a period not to exceed one year. All provisions of the General leave of absence as stated in Section 4. b. (1), shall apply.

3. Illness in the Employee's household. (A Person for whom the driver principally is responsible for financial and physical care.)

Five (5) days per period of illness of a member of the employee's family shall be granted. The intent of this provision is to provide the employee time to make arrangements for the care of the sick members of his/her household; otherwise the school does not assume responsibility for family illness. The school reserves the right to require a certified report by the doctor in attendance. In emergencies as defined by the approving administrator, additional leave days will be granted if available.

In the event of a serious illness of a parent or parent-in-law, the driver's first recourse shall be to individual business leave as defined in (6) below. Should the driver's individual business leave be exhausted, one day per period of illness of a parent or parent-in-law may be granted as provided in this section.

4. Death in the Immediate Family. A maximum up to ten (10) days may be granted at the time of death when needed in case of a death in the immediate family. The term "immediate family" is defined as follows: husband, wife, parents, grandparents, parents-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, step-parent, step-sister, step-brother, step-child, or a person for whom the driver principally is responsible for financial and physical care.
5. Funerals outside the Immediate Family. One day may be granted for attendance at funerals outside the immediate family. If additional time is needed, it may be requested as individual business leave.
6. Individual business leave. Two (2) days a year beyond the leave of absence allowance may be used for individual business. Individual business leave shall be used only for the purpose of conducting business which is difficult to transact outside of normal working hours.

Drivers shall be granted business leave on written notification to the Assistant Superintendent for Personnel at least three (3) working days in advance of the anticipated absence. In cases of unanticipated need for business leave, the driver shall apply as soon as possible but prior to the leave. It is understood that such leave shall not be used for recreation purposes or to extend a holiday and/or vacation.

In the event of an emergency requiring leave prior to or following such holiday and/or vacation, the driver shall state the reason.

Individual business days not used during the school year will be added to and accrued as illness leave days at the beginning of the following year.

Section 4. Unpaid Absences.

- A. Unpaid Absences during which seniority accrues; salary increments accrue; reinstatement in position is guaranteed.
1. Extended Leave for Military Leave. A leave of absence shall be granted a driver who is inducted or enlists for one period of enlistment in any branch of the Armed Forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments shall accrue.
- B. Unpaid absence during which seniority does not accrue; salary increments do not accrue; reinstatement in position is not guaranteed.
1. General Leave. The following conditions apply to general leaves under this Article and unless otherwise indicated also shall apply to all other extended leaves covered under this Article.
 - a. Requests for leaves shall be in writing. Drivers requesting general leave shall indicate the reason for which the leave is requested.
 - b. A driver must have two years seniority to be eligible for general leave in case of maternity or military leave or health reasons.
 - c. All General leaves shall be limited to one year. Extensions may be granted by the Board.
 - d. Leave of absence days shall not accrue but unused leave of absence days held at the start of the leave shall be retained.
 - e. Written notice to the Assistant Superintendent for Personnel of intention to either return or resign shall be given by March 1st of the year in which the leave expires.
 - f. Re-employment during the school year shall be at the discretion of the Board. A driver who gives timely notice of intention to return for the following year and meets the other qualifications of the leave procedure shall be re-employed if there is an opening on the staff for which the driver is qualified.
- C. Health and Hardship Leave.
1. Any driver whose personal illness extends beyond the period covered by accumulated sick leave shall be placed on health and hardship leave for the period of time necessary for complete recovery, but not to exceed one calendar year from the date of inception of the illness or disability.

Upon recovery, the driver shall be required to submit a physician's statement

attesting to the driver's ability to fully perform the duties of his/ her position, subject to Article XXIII, Section 6, below.

Section 5. Emergency School Closings. On days which weather or mechanical conditions force the closing of schools:

- A. Notification of such closing will be a "fan-out" procedure which would include the Supervisor of Transportation notifying three designated members of the bargaining unit fifteen (15) minutes after decision has been made on emergency closings.
- B. In emergency closing days when school is not held and it is required that such days be made up, drivers are not required to work and drivers will not be paid. On make up days, drivers will be paid as on regular days, and drivers will be required to work. On emergency closing days, which are not required to be made up, drivers shall receive regular pay.

Section 6. Physical and/or Mental Examination.

In any situation where the physical or mental fitness of the driver to perform is in question, to include but not be limited to situations of pregnancy, return from sick leave, or return from health and hardship leave, the Board may require a statement from the driver's physician.

The Board reserves the right, at its option, to have the driver's physician's findings and recommendation reviewed by a Board designated physician, who may make an independent examination of the driver at the Board's expense. If the Board's physician's recommendation as to the driver's fitness differs from the driver's physician's recommendation, the Board's physician will consult with the driver's physician in an effort to produce a uniform recommendation. Should they be unable to agree, the driver will be referred to a third physician, mutually acceptable to both the Board's and driver's physicians, and the third physician's recommendation shall be controlling.

ARTICLE XXIV

TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from December 9, 1993 to and including June 30, 1995, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in the Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to June 30, 1995, or June 30 of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3. It is further agreed by the parties hereto that upon receiving proper cancellation notice or amendment notice to this Agreement the parties agree to start negotiations at least forty-five (45) days before the expiration or amendment date of this Agreement.

Section 4. In the event of an inadvertent failure by the Union to give the notice set forth in Section 1, 2 and 3 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the 61st day following such notice.

Section 5. In the event of war, declaration of emergency, or imposition of civilian controls, during the life of this Contract, either party may reopen the same upon sixty (60) days written notice and request renegotiation of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revisions. If government approval of revisions should become necessary all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

SCHOOL DISTRICT

UNION

HOLT PUBLIC SCHOOLS LOCAL UNION NO. 580
INGHAM AND EATON COUNTIES AFFILIATED WITH THE
INTERNATIONAL
BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND
HELPERS OF AMERICA.

BY _____ BY _____

SCHEDULE A

1. The salary schedule for the period July 1, 1993 through June 30, 1994 is:
Base rate: \$11.92 per hour.
2. The salary schedule for the period July 1, 1994 through June 30, 1995 is:
Base rate: Reopenable. Cost of living escalator as described in paragraph 3, below.
3. Cost of living escalator. Effective July 1, 1994, the base rate for the fiscal year shall be adjusted for the cost of living according to the following formula:
 - a. The percentage change in the cost of living shall be computed by referring to the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, all items summary of retail prices (1967 = 100.0).
 - b. For 1994-95, the percentage change shall be computed by dividing the index for April, 1994 by the index for April, 1993.
 - c. The resulting percentage changes shall be applied against the following table to determine the adjustment to the base rate in cents per hour:

| <u>Percentage Change</u> | <u>Cents Per Hour Additional</u> |
|------------------------------|--------------------------------------|
| .39% or less | None |
| .40 - 1.19% increase | \$.01 |
| 1.20 - 1.99% increase | .02 |
| 2.00 - 2.79% increase | .03 |
| 2.80 - 3.59% increase | .04 |
| 3.60 - 4.39% increase | .05 |
| 4.40 - 5.19% increase | .06 |
| 5.20 - 5.99% increase | .07 |
| 6.00 - 6.79% increase | .08 |
| 6.80 - 7.59% increase | .09 |
| 7.60 or more | .10 |

A decline in the cost of living, so measured, shall not result in a reduction of the base rate below the rate established for the appropriate year.

- d. If the Consumer Price Index in its present form and calculated on the same basis shall be revised therefrom or discontinued, the parties shall attempt to determine an appropriate Consumer Price Index figure by agreement or, if agreement is not reached, the parties shall request the Bureau of Labor Statistics to make available a Consumer Price Index in its present form for the appropriate date or dates and calculated on a comparable basis. Any scheduled salary increases delayed by contingencies discussed in this paragraph shall be paid as of the first regular pay day subsequent to the receipt of the delayed Consumer Price Index Information and shall be retroactive to the appropriate calculation date.

4. Longevity. Drivers shall be eligible for a longevity increment added to their base rate, including any applicable cost of living adjustment, as follows:

| <u>Seniority</u> | <u>% of base rate add</u> |
|------------------------|---------------------------|
| After 4 years | 4% |
| After 9 years | 8% |
| After 14 years | 10% |
| After 19 years or more | 12% |

5. Fields trips. Field trips are defined as the transportation of students and/or other authorized passengers to special activities, whether during the school day or outside it and either within or outside the school district on an occasional or irregular basis, as distinguished from regular routes as defined in Article II, "Wages and Hours."

a. Assignment of Field Trips.

The Supervisor of Transportation shall maintain three rosters of all regular drivers requesting field trips, in order of seniority.

1. One roster for trips held on Monday through Friday shall start from the first day of the school year and carry through to the last day of the school year.
2. A second roster which will continue from year to year, shall be for Saturday, Sunday and Holiday trips. This roster will start with the employee next up on the seniority list as of August 16, 1993 and when the rotation comes back around to that driver, hours will be equalized and the next trip will be given to the driver with the least amount of hours.
3. A third roster shall be for field trips which occur during the summer vacation break, the winter break, and the spring break. Drivers wishing to be on this roster must sign up on a sign up sheet which will be available on the announcement table ten (10) days prior to each of the three breaks.
4. All field trips shall be assigned from the three rosters to the highest seniority employee with the lowest number of hours on the respective roster.
5. Each driver's field trip hours will be recorded on a weekly basis.
6. In the event a driver refuses a field trip assignment or is otherwise unavailable for the assignment, they will be charged the hours as if they had taken the trip, provided that a minimum of twenty four (24) hours prior notice of the field trip was given to the driver.

Field trip assignments with less than twenty four (24) hours notice may be refused by the eligible driver and no hours will be charged to that driver.

7. Drivers failing to take more than four (4) trips that have been issued to him/her in one semester will be taken off the field trip roster for the remainder of that semester and the following semester, beginning with the second semester of the 93/94 school year.

Drivers who miss an assignment because of absence from work due to extended illness (more than five (5) days), deduct time, or pre-approved personal business, will be charged with a field trip but will not be charged a turn back penalty.

- b. Compensation for Field Trips. Field trips shall be compensated as follows:

All field trips shall be paid at the following rates:

| | |
|---------|----------------------|
| 1993-94 | \$10.82 per hour |
| 1994-95 | Wage rate reopenable |

except that trips which cause a driver to exceed 40 hours per week and all Saturday trips shall be paid at time and one half this field trip rate. Sunday and Holiday field trips shall be paid at two times this field trip rate. Longevity shall not be applied to the field trip rate.

1. Trips taken on a day during which regular transportation is scheduled but which do not conflict with any portion of the driver's regular runs: The driver shall be paid for all actual time on the trip at the field trip rate with a minimum of two and one half hours pay guaranteed. If a second trip involving the same school and same location is scheduled within that time block, it will not be considered an additional trip.

If the driver transports children to an event and then is required to return to pickup the children later (after the two and one half hours elapse) the driver will receive another two and one half hour pay guarantee.

2. Trips taken on a day during which regular transportation is scheduled which do conflict with a part or all of the driver's regular runs: The driver shall be paid at his/her regular rate for that portion of his/her regular runs actually driven, and for field trip time at his/her regular rate for the amount of regular time missed. He/she shall be paid the field trip rate for the balance of field trip time not paid at regular rate.

However, in no case shall the driver be paid less than he/she would earn if he/she had remained on his/her regular daily driving assignment.

3. Trips taken on a day when no regular transportation is scheduled: The driver shall be paid for the field trip as outlined in a., above. If such trips occur on weekends or holidays, the appropriate premium pay rates apply.

In the event of drivers transporting passengers to an overnight activity and being required to stay, the drivers involved shall be compensated for eight (8) hours per day or actual time spent if over eight (8) hours, at their regular rate of pay (including appropriate premium pay.) In addition, they shall be provided with a separate room at the Board's expense, with meals as provided below.

- c. Meal Time Trips. Drivers who are assigned field trips which necessitate their working during the entire period of one or more meal times as defined below or a major portion thereof if they have not had an opportunity to eat shall be entitled to their actual expenses for meals as follows:

| <u>Meal</u> | <u>Meal time</u> | <u>Allowable Expense</u> |
|-------------|-------------------|--------------------------|
| Breakfast | 7:00 - 9:00 a.m. | up to \$3.50 |
| Lunch | 11:30 - 1:30 p.m. | up to \$5.00 |
| Dinner | 5:00 - 7:00 p.m. | up to \$8.00 |

Drivers on a field trip with a group which takes its lunch, and who are thus required to pack a lunch, will be reimbursed at the rates listed above upon submitting an expense voucher certifying to that fact. Also, drivers who are required to purchase a meal at a place which does not furnish a receipt (such as a concession stand, for example) shall be reimbursed for their actual expenses up to the stated maximums upon submitting an expense voucher certifying to that fact.

When drivers are required to buy gasoline, oil, etc. on a field trip the Board will either provide the driver with a Board credit card or sufficient funds in advance to cover the anticipated expense. Drivers are required to obtain sales slips for all purchases and to turn these in promptly to the Supervisor of Transportation upon their return. In the event of unexpected emergency expenditures, drivers will be reimbursed promptly for out of pocket expenses, upon filing an expense voucher.

- d. Charters. All school field trips for K-7 students within a fifty (50) mile radius of Holt will be taken on school buses rather than by commercial carrier (charter) buses.

K-7 field trips outside the fifty (50) miles radius and 8-12 field trips may go by commercial carrier (charter) or by school bus.

However, K-7 students and teachers may walk to a regular public transportation bus stop and pay the regular fare to be transported on a regular public route.

While it is understood that the use of private vehicles (parents) to transport K-7 students on field trips is not specifically prohibited, it is agreed by the parties that the issue may become the subject of a special conference to meet and confer on this issue.

6. Training Rate. Drivers shall be paid for training time at their established hourly rate, including cost of living adjustments and longevity. Drivers will be paid in full within three weeks after submitting proof of attendance.
7. Staff Meetings and Conferences. Drivers shall be paid for staff meeting called by the Board at established hourly rate.

Time spent by drivers for work related individual or group conferences, except for conferences concerning a driver discipline problem, approved in advance by the Supervisor of Transportation, which occur outside of the driver's normal work time, shall be paid at the hourly rate.

8. Breaks. Drivers not having a fifteen (15) minute break during four (4) continuous hours of driving shall be entitled to a fifteen (15) minute break at the end of a shift.
9. Terminal Leave. Upon a driver's retirement, in accordance with the requirements of the Michigan Public Schools Employees Retirement Act, a terminal leave payment determined by the greater of 1 or 2 below will be paid if at least ten (10) years continuous employment in this school district has occurred.
 - (1) \$80.00 per year of employment in this school district, or
 - (2) A sum equal to 50% of the current wage for each accumulated leave of absence day. Two (2) is limited to a sum up to twice the amount calculated in one (1).
10. Early Retirement Incentive. An early retirement payment of \$800 will be paid to a driver who resigns and has been employed as a bus driver for Holt Public Schools for 20 years or more. This payment is available only for a bus driver not eligible for the terminal leave payment described in 10. above. No driver shall receive both the Terminal Leave payment and this Early Retirement Incentive payment.
11. Physicals. When required annual physical examination is given by a Board-designated physician, the full cost of the examination, including laboratory fees, shall be paid by the Board.
12. Drug Testing. The District will institute a drug and alcohol testing program for school bus drivers in compliance with the Omnibus Transportation Testing Act of 1991, which adheres to the rules established by the Department of Transportation for school bus drivers. Time required for the testing will be paid at the regularly rate.
13. Student Control Procedure. On occasions where the usual corrective action as provided in the Student Conduct Code has been taken by drivers and principals and has failed to correct a student management problem, either the driver or the principal may request direct administrative supervision of the situation to determine other alternatives. Such direct supervision will be provided before the same run is taken again and will result in a recommendation of proposed corrective action being made to the Superintendent within seven days.

Any procedures implemented shall not relieve the driver of any responsibility for student control on the bus.
14. License Reimbursement. Board will pay the price of the commercial driver's license on renewal licenses after a driver has been employed for a year.
15. Students with Special Needs. Drivers of students with special needs, who have been assigned a paraprofessional in the classroom through the IEPC process, will receive training concerning any special adjustments which should be made during transportation. A driver who believes the transportation situation requires additional support, should request a review by the Transportation Supervisor, who will convene a committee of the driver, the principal and the Special Education Director to review the request and make a determination.

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LETTER OF AGREEMENT
WAGES AND HOURS FOR HORIZON SCHOOL ROUTES
FOR THE 1993-94 SCHOOL YEAR

This Letter of Agreement, between the Holt Public Schools and Teamsters Local # 580, addresses the fact that during the 1993-94 school year, the District's new Horizon Elementary School, which will be on a "year round calendar", will be in session and will require student bus transportation when other District schools are not in session.

Both parties agree to the following terms in addressing Horizon Elementary School for the 1993-94 school year:

1. The current language of Article II, "Wages and Hours" of the collective bargaining agreement states:

"Hours and overtime. Drivers on regular assignments (two morning and two afternoon runs) or the equivalent, shall be guaranteed a minimum of four (4) hours pay for each regularly scheduled working day. Five (5) days shall constitute a normal work week, commencing Monday A.M. through Friday P.M.

All employees shall have a regular reporting time for each day which shall be made known to them."

2. The current planned school calendar for Horizon Elementary School anticipates that Horizon Elementary School will be in session when other schools in the District are not in session and that on such days Horizon students will require transportation to and from school by school bus.
3. That days on which only Horizon Elementary School is in session and other District schools are not in session, bus drivers would be making bus runs for Horizon for the morning and afternoon, and that such assignments do not fall within the current definition of "regular assignments" or "the equivalent" as set forth in Article II of the current collective bargaining agreement, and therefore such bus run work assignments would not require a guarantee of a minimum of four (4) hours pay under Article II.
4. That during the 1993-94 school year, it is the intent of the parties that on days on which only Horizon Elementary School is in session and other District schools are not in session, bus drivers making one morning and one afternoon runs for Horizon Elementary School shall be paid for a minimum of four (4) hour pay for each such scheduled work day.
5. Both parties recognize that Horizon Elementary School and its school calendar are a new pilot project, which may change or be modified during the course of the 1993-94 school year and that this Letter of Agreement is limited to the terms set forth in this document.

6. The parties agree that in the event the circumstances giving rise to this Letter of Agreement change during its term that they will meet and negotiate the issue.

It is also agreed that this Letter of Agreement will not constitute a practice or set a precedent.

Holt Public Schools

Teamsters Local # 580