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6/30/99

MASTER AGREEMENT
BETWEEN
HOWELL BOARD OF EDUCATION
AND
HOWELL BUS DRIVERS
TEAMSTERS LOCAL 214

1996-1999

(Extension of 1994-1997 Agreement)

Howell Public Schools

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AGREEMENT

This Agreement is entered into this 28th day of October, 1996, between the Howell Board of Education (hereinafter referred to as the "Employer") and Teamsters State, County and Municipal Workers Local 214 (hereinafter referred to as the "Union").

The headings used in this Agreement neither add to nor subtract from the meaning, but are for reference only.

PURPOSE

The purpose of this Agreement is to continue the harmonious relationship existing between Howell Public Schools and its employees covered under this Agreement and to promote a continuation of this relationship of cooperation and understanding. This Agreement establishes a forum between the Union and Employer at which standards of wages, hours, working conditions and other Conditions of employment are open for discussion, bargaining, negotiation and mutual agreement.

ARTICLE I

RECOGNITION

A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, and other terms and conditions of employment of employees of the Employer included in the bargaining unit described below:

All school bus drivers who are regularly scheduled to drive a package of twenty (20) or more hours per week shall be members of the bargaining unit for collective bargaining purposes. The Employer shall determine, at the beginning of each school year, whether or not to staff relief drivers and, if so, the number of relief drivers to be staffed, provided however that such determination shall apply to the entire school year and shall not result in the layoff of any bargaining unit member. The number of relief drivers may be increased during any school year. Such an increase would be maintained as if it had been established at the beginning of the school year. Relief drivers shall participate in all rights and privileges of regularly scheduled driver employees.

ARTICLE II

EMPLOYER RIGHTS

A. The Employer, on its own behalf and on behalf of the electors of the district, retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.

The exercise of these rights, powers, authority, duties and responsibilities by the Employer and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the terms of this Agreement.

The Employer specifically reserves the right to cause employees to submit to drug and/or alcohol testing in accordance with the procedures, definitions and protocols contained in Appendix B of this Agreement.

ARTICLE III

UNION RIGHTS

A. Members of this unit shall generally work within the scope of their classification. It is recognized that during a particular emergency an employee, in order to protect life or property, may perform a task which traditionally has fallen outside of his/her classification.

B. Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be permitted onto the Employer's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided, that said observation shall not disrupt orderly operations.

C. Duly authorized representatives of the Union shall be permitted to transact official Union business on school property at any reasonable time that does not interfere with or interrupt normal operations of the Employer.

D. The Union shall have the right to use school facilities within established board policy for building use.

E. The board agrees to supply information which the Union reasonably requests to process any grievance or complaint.

F. Nothing in this Agreement shall be construed to deny or restrict an employee's rights under the Michigan General School Laws or applicable civil laws.

G. The Employer will provide one bulletin board in the bus garage building which may be used by the Union for posting notices pertaining to Union business. Union notices will be dated and signed by a Union official and will be removed from the bulletin board after being posted for five (5) working days.

ARTICLE IV

UNION SECURITY

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

B. Current employees covered by this Agreement who are not members of the Union at the time it becomes effective shall not be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership.

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

D. Neither the Employer nor the employees represented by the Union will aid, promote, finance or make any agreement with any labor group or organization which is known to engage in collective bargaining and whose stated purpose is to undermine the Union.

ARTICLE V

DUES/REPRESENTATION FEE CHECK-OFF

A. The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Appendix A), provided that the said form shall be executed by the employee. The written authorization for union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

B. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the secretary-treasurer of the local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the union dues, and/or initiation fees.

C. The Employer agrees to provide this service without charge to the Union.

D. The Employer agrees to deduct from the wages of any employee who is not a member of the Union the union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Appendix A), provided, that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the contract period thirty (30) days immediately prior to expiration of this. The termination notice must be given both to the Employer and to the Union.

E. The amount of such representation fee will be determined by the Union.

F. The Employer agrees to provide this service without charge to the Union.

G. When deductions begin:

Check-off deductions under all properly-executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

In the event that an employee fails to authorize deduction of union dues or the representation fee within thirty (30) calendar

days of initial employment, or in the event that the employee revokes said authorization, the Union shall notify the superintendent and the employee in writing of said delinquency: the Union shall petition the board, through the superintendent, to discontinue the services of said employee. At this point, the employee shall be terminated. It is expressly understood that failure to authorize such deductions constitutes reasonable and just cause for discharge. Notwithstanding the provisions of this section an employee may pay his/her dues in full within thirty (30) calendar days of the beginning of a school year or initial employment directly to the Union without being subject to termination.

H. Remittance of Dues to Financial Officer:

Deductions for any calendar month shall be remitted to the designated officer of the Union with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth (5th) day of the month following the month in which they were deducted.

The Employer shall also indicate the amount deducted and notify the Union of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions.

J. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of the Article. Revocation of the dues check-off authorization may be terminated by the employee giving thirty (30) days written notice to the assistant superintendent for labor relations and personnel and the Union, or upon termination of employment.

ARTICLE VI

UNION REPRESENTATION

A. The Union shall be represented by one (1) steward and one (1) alternate steward. The designated steward shall represent all the employees working in that representative department. The steward and alternate steward shall be employees with at least one (1) year seniority.

B. The Union will furnish the Employer with the names of its steward and alternate by not later than July fifteenth (15th) and such changes as may occur from time to time in such personnel so that the district may at all times be advised as to the authority of the individual representatives of the Union with whom it may be dealing. Until the Employer has received written notice from the Union, it shall not be required to deal with such employees purporting to be representatives.

C. In the handling of a grievance, if it becomes necessary for the steward to leave his/her work, he/she shall first obtain permission from the supervisor. The privilege of the steward's leaving work during working hours, without loss of time and pay, is subject to the understanding that such time shall be devoted to the proper handling of the grievance; this will be done as expediently and with as little interruption of work as possible; employees must not leave their work stations unattended, and this privilege will not be abused.

D. If the steward is required to go into another building other than his/her own in the handling of a grievance, the principal at both buildings (or all buildings involved) must be notified and permission received; permission may be granted provided that it does not interfere with or interrupt or affect normal work or school operations or assigned duties. It is the responsibility of the above-mentioned steward to report to the building principal before his/her conference with any employee. If, in the opinion of the principal or the immediate supervisor of the union member, such union activity is interfering with the classroom activity or assigned duties, such union activities must be discontinued immediately.

E. Except as set forth above, no steward or any other employee shall be granted time off for the purpose of handling union matters, affairs, or grievances unless specific permission, in writing, has been granted by the supervisor or principal.

F. Neither the Union nor any of the officers nor any steward nor any other representative or employees shall advise or direct employees to disregard the instructions of supervisors.

ARTICLE VII

SPECIAL CONFERENCES

A. Special conferences for important matters will be arranged between the union steward and the Employer or its designated representative upon the request of either party. Such meetings shall be between not more than two (2) representatives of the Union and not more than two (2) representatives of management. Arrangements for such special conferences shall be requested in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall normally be held between 9:00 a.m. and 4:00 p.m. or at any other mutually agreeable time. The members of the Union shall lose time and pay for time spent in such special conferences. This meeting may be attended by a representative of the Council. When such a representative attends, the Employer may have another representative attend the meeting.

B. The union representative may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding the conference with the representatives of the Employer for which a written request has been made.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. A grievance is defined as an alleged violation of a specific Article or Section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance or, in the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance. All such grievances shall be submitted to the following grievance and arbitration procedure:

Step 1. Within five (5) working days from the time that the employee had knowledge or should reasonably have had knowledge of the occurrence upon which the grievance is based, the employee will first discuss his/her grievance with his/her immediate supervisor who will attempt to resolve the grievance. If the employee does not bring the grievance to the supervisor's attention within five (5) working days from its occurrence, or within five (5) working days from the time that the employee had knowledge or should reasonably have had knowledge of the occurrence, it shall not be heard. The only exception will be payroll errors, which may be heard at any time. The supervisor shall, within five (5) working days, give the employee his/her verbal answer. If the supervisor's answer is unsatisfactory to the employee, the employee may advance the grievance to Step II.

Step II. If the grievance is not resolved in Step I, the steward within three (3) working days of receipt of the supervisor's answer may submit to the superintendent, or his/her designated representative, a signed, written statement of grievance. The statement of grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of the Agreement alleged to be violated by the appropriate reference, shall state the contention of the employee with respect to this provision and the employee shall sign the form. Upon receipt of the written grievance, the superintendent, or his/her designated representative, shall within five (5) working days meet with the union steward to attempt to resolve the grievance. The management representative shall give the union steward an answer in writing no later than ten (10) working days after the aforementioned meeting.

Step III.

(a) If the answer at Step II is not satisfactory, and the Union wishes to carry it further, the steward shall refer the matter to the Union.

(b) In the event the Union wishes to carry the matter further, it shall, within fifteen (15) working days from the date

of the Employer's answer at Step II meet with the Employer for the purpose of attempting to resolve the dispute(s).

Step IV.

(a) In the event the grievance is not settled in Step III, the Union shall have ten (10) work days in which to submit the same to binding arbitration in accordance with procedure set forth below or to the Teamsters Local 214 grievance panel for its review. Notice of its intent to proceed to the grievance panel must be submitted to the employer in writing. Should the grievance panel recommend that the matter be submitted to arbitration, the Union shall have ten (10) work days after the panel's decision to submit the matter to arbitration in accordance with the procedure set forth below. If the grievance is not so submitted within ten (10) work days, it will be considered closed on the basis of the last disposition.

(b) The arbitration proceedings shall be conducted in accordance with the Federal Mediation and Conciliation Services.

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

B. Miscellaneous

1. A grievance may be withdrawn and if so withdrawn, all financial liabilities shall be cancelled and the grievance shall not be reinstated. When several grievances involve a similar issue, all but one of those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representative case. In such event, the withdrawal without prejudice will not affect financial liability.

2. Any grievance not answered within the time limits by the Employer may be advanced to the next step of the grievance procedure.

3. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

4. The district shall not be required in cases other than payroll error to pay back wages more than thirty (30) work days prior to the date of grievance filed.

(a) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation (not to include

overtime) that he/she may have received from any source during the period of back pay.

(b) No decision in any one case shall require a retroactive wage adjustment in any other case.

ARTICLE IX

DISCHARGE AND SUSPENSION

A. The Employer shall not discharge or suspend any employee without just cause and shall, pursuant to established policy and procedure, apply for the most part the standard tenets of progressive correction (e.g., reprimand, suspension, discharge) in its attempts to secure improved work performance as preference to outright dismissal (except that under no circumstance need prior warning of possible discharge be given if the cause of discharge is dishonesty, being under the influence of alcohol, and/or an unprescribed controlled substance, reckless driving, a serious accident for which the driver is at fault, moral turpitude while on duty or carrying unauthorized passengers while on the job). Absent subsequent similar violation as cause for reactivation, reprimands, by themselves in isolation from other imposed or additional corrective sanction, shall after one (1) year be considered dormant and no longer cause for imposition of second level disciplinary action; however any or each of the provisions of this Agreement, or of policy and procedure established not inconsistent with it, shall constitute first warning of disciplinable offense.

The Employer agrees upon the discharge or suspension of an employee to notify in writing the department steward of the discharge or suspension.

B. The discharged or suspended employee will be allowed to discuss his/her discharge with the steward of the department and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the discharge or suspension with the employee and the steward.

C. Should the Union consider the discharge or suspension to be improper, the Union's complaint shall be presented in writing to the superintendent or his/her designated representative within three (3) regularly scheduled working days after the discharge or suspension is received by the Union representative. The superintendent or his/her designated representative shall give the answer to the Union within five (5) regularly scheduled working days after receiving the complaint. If said answer is not satisfactory to the Union, the matter shall be submitted to the final step of the grievance procedure.

ARTICLE X

SENIORITY

A. New employees hired, other than temporary employees and student help, shall be considered as probationary employees for the first sixty (60) working days which are made up of actual paid days, and include up to two (2) Act of God days if they should fall within the sixty (60) working day probationary period. There shall be no seniority among probationary employees. When a permanent, probationary employee completes the sixty (60) paid working days probationary period, the employee shall be entered on the seniority list, and shall rank for seniority sixty (60) paid working days prior to the day he/she completed the probationary period. The sixty (60) day period may be extended for any absences during that period, by the amount of said absence.

B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement, except that the Employer will have the right to discharge and take disciplinary action involving a probationary employee without a grievance being filed or processed.

C. Probationary employees shall be eligible for fringe benefits provided for in this Agreement only after successful completion of their probationary period (20 or more hours per week).

D. Except as otherwise provided, seniority shall be on a bargaining unit-wide basis, in accordance with the employee's last date of hire within classification.

E. The seniority lists on the date of this Agreement shall show the names and job titles of all employees within the bargaining unit entitled to seniority.

F. Seniority shall not be affected by race, sex or marital status.

G. When more than one (1) employee is hired on the same day, seniority shall be determined alphabetically by the first (1st) letter or letters of their last names. If two (2) or more employees have the same last name, the same procedure shall be followed in respect to their first (1st) names.

H. The Employer will provide the steward with a current seniority list; the seniority list shall be prepared by the Employer during the first (1st) term.

I. Notwithstanding their position on the seniority list, the stewards, in the event of a layoff of any type, will continue at work as long as there is a job in their classification which they are qualified for and can perform and shall be recalled to work in the event of a layoff in the first (1st) open job in their classification for which they are qualified and can perform.

J. Exceptions to the procedures set forth above may be made when the superintendent believes the best interests of the school district are served. (A disagreement over whether the circumstances justify such an exception shall be subject to the final step of the grievance procedure.)

K. Job assignments will be made by the Employer. However, the employees shall bid on the assignments by seniority.

ARTICLE XI

LAYOFF AND RECALL

A. It is hereby specifically recognized that it is within the sole discretion of the Employer to lay off bargaining unit employees when economic or other conditions dictate. If and when the Employer decides to lay off bargaining unit employees, it will discuss with the Union the necessity for and the effect of such reductions.

B. When a layoff takes place, members of the bargaining unit not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority within classification, i.e., the least senior employees on the seniority list being laid off first. In the event a lesser seniority employee remains employed in another classification while a greater seniority employee remains on layoff, the greater seniority employee shall replace the lesser seniority employee provided that he/she can perform the work available in the classification in question.

1. Substitutes, part-time and probationary drivers shall be laid off before any regular seniority drivers.

2. Employees to be laid off will have at least seven (7) calendar days' notice of their intended layoff. The steward of the Union shall receive a list of employees being laid off.

3. Employees laid off through the procedure as stated in this Article shall be maintained on a recall list for a period of one (1) year and shall be recalled in reverse order of their layoff providing the individual meets the qualifications and has the necessary skills and experience.

4. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report to work within five (5) working days from the date of mailing of recall notice, he/she shall be considered as having voluntarily terminated his/her employment.

5. Each employee is responsible for keeping the Employer advised in writing of any change of address and will not be excused for failure to report for work on recall if he/she fails to receive recall notice because of his/her own failure to advise the Employer in writing of his/her change of address.

6. The Employer shall have no obligation to recall probationary employees who may be laid off.

7. During a layoff there shall be no temporary employees or substitutes performing bargaining unit work unless there are no bargaining unit members available and willing to perform the work.

ARTICLE XII

NON-DISCRIMINATION/REINSTATEMENT (VETERANS)

A. The parties agree not to discriminate against any person or persons because of race, creed, religion, sex, age or national origin.

B. The re-employment rights of employees will be in accordance with all applicable laws and regulations.

ARTICLE XIII

TEMPORARY ASSIGNMENTS/NEW JOBS

A. Whenever an employee is assigned for more than five (5) work/paid days to a higher classification, the Employer and the Union shall meet to negotiate the terms of such temporary assignment.

B. When a new job is created, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to a special conference. (Wage rates to be negotiated.)

ARTICLE XIV

UNEMPLOYMENT COMPENSATION

A. The employer agrees to furnish unemployment compensation to all employees as required by law.

ARTICLE XV

NO STRIKE CLAUSE

A. The Union agrees that during the term of this Agreement neither it nor the employees shall authorize, sanction, condone, engage in or acquiesce in any strike as defined in the Michigan Public Act 336, as amended by Public Act 379. Strike shall also be defined to include slowdowns, stoppages, sit-ins, picketing, boycotts, work stoppage of any kind, the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, the conditions, compensation, or the rights, privileges, or obligations of employment, and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any of the facilities of the district.

B. Any employees violating this Article may be subject to disciplinary action with recourse to the grievance procedure.

C. The Union agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or administrative personnel or board members of the district regarding the administration of this contract or any grievance filed thereunder.

D. In the event of any such violation of this Article, the Union shall endeavor to return the employees to work as expediently and quickly as possible by:

1. The Union will take prompt, affirmative action to prevent strikes and picketing or any other action as described above by notifying the employees and public that the Union disavows their actions.

2. Deliver immediately to the district a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and

3. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.

E. No lockout of employees shall be instituted by the Employer during the terms of this Agreement.

ARTICLE XVI

WORK PERFORMED BY SUPERVISORS

A. Supervisory employees shall not be permitted to perform work within the bargaining unit except in cases of emergency arising out of an unforeseen circumstance which calls for the immediate attention and instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

ARTICLE XVII

PERSONNEL FILE

A. Each employee may be permitted to review his/her own personnel file after pre-employment recommendations have been removed, in accordance with state statutes.

ARTICLE XVIII

WORKING CONDITIONS

A. Route Assignments

1. At least one (1) week prior to the beginning of school, routes shall be posted. All drivers shall be called to their jobs by seniority and shall pick their route assignments at that time. Each route shall contain the approximate number of students, miles, hours and destinations. Drivers shall be reimbursed at one (1) day's package rate of pay for route selection, route familiarization and bus preparation.

2. It is understood that the board may modify or change an existing route or establish new routes.

3. Available routes in blocks of at least twenty (20) hours per week of scheduled duty time as defined in Article XVIII, Section D. herein will be offered to drivers in order of seniority.

B. Casual Package Runs and Kindergarten Runs

Casual package runs are defined as those package runs (which may include a kindergarten run), regularly scheduled to a seniority driver, but for which the regularly scheduled driver is not available.

1. Casual package runs will be assigned first to relief drivers, in the event that relief driving positions exist, and second, may be assigned to non-bargaining unit drivers. However, when a casual package run is available with a kindergarten run, the package less the kindergarten run will be assigned to the relief driver (if such position exists) or to the non-bargaining unit driver.

2. The kindergarten run will not be included in the casual package run assignment but will be assigned to the top seniority drivers available on a non-rotating kindergarten list. A non-rotating kindergarten list will be maintained comprised of seniority drivers not assigned kindergarten runs as a regular package.

C. Position Vacancies

1. Notice of all vacancies and newly created positions (or bus routes) shall be posted on the employee bulletin board within three (3) working days of the vacancy. All seniority members of the bargaining unit shall be given three (3) working days in which to make application to fill the vacancy, new position or route. All pertinent information is to be posted, including, if applicable, the number of students, miles, hours and area covered. The most senior applicant shall be awarded the vacant

position, new position or route. No probationary employee will be allowed to apply or be assigned to fill a vacancy which arises during his/her probationary period.

2. Summer assignments shall be filled in order of seniority from the summer job list. Drivers working during the summer shall be paid at their regular rate of pay. Summer drivers shall be notified of positions in accordance with past practice.

D. Student-Employee Contact

1. Every effort shall be made by the Employer to notify the affected drivers of a special health condition or other special condition of a student. Drivers shall be notified of all student suspensions and the routes to which the student's suspension is applicable, together with the length of such suspensions from school.

2. Every effort shall be made by the Employer to arrange transportation home for a sick child other than a school bus used for transporting students on a regular scheduled route.

3. In the event of any assault upon a member of the bargaining unit, whether verbal or physical, associated with driver-student or driver-parent relationships, the board shall render all reasonable assistance to the driver in connection with the handling of the incident by school authorities, law enforcement authorities or judicial authorities. Such assistance shall only be rendered if the assault takes place while the driver is in a duty status. This assistance shall not apply when the employee is the plaintiff in a civil law suit.

4. Drivers shall have authority to maintain discipline and control on the bus when they are driving as described in the rules and procedures for busing students and distributed to members of the bargaining unit.

E. Duty Time

1. Duty time for which compensation is to be paid by the Employer encompasses warm-up time of approximately fifteen (15) minutes, all time when a driver is assigned to drive, including package layover time, during breakdowns, fueling and cleaning the bus.

2. Shuttles are considered those runs which are two hours or less in duty time status.

F. Responsibilities of the Employer

1. Finding sub drivers shall be the responsibility of the Employer.

2. Special bus equipment shall be provided by the Employer including all cleaning equipment.

3. The Employer shall have the sole responsibility of preparing or changing the rules and procedures for busing students and, in the event such changes affect the bargaining unit or its members, the Union will be consulted.

4. Records of sick leave taken and accumulated sick days shall be made available to each member of the bargaining unit upon request.

5. Substitute drivers shall not be used to reduce a regular driver's package time. Substitute drivers shall not be assigned to field trips unless no regular drivers are available.

6. The driver of an unsafe bus as defined by law has the right to refuse to drive that particular bus without loss of pay.

7. A new member of the bargaining unit will not be disciplined or discharged without recourse to the grievance procedure except as provided in the NO STRIKE CLAUSE.

G. Work Week

The regular scheduled work week shall be Monday through Friday. Time and one-half (1-1/2) shall be paid after eight (8) hours in any one work day and after forty (40) hours in any one (1) week.

H. Driver Licensing

Bus drivers shall obtain a chauffeur's license as issued and approved by the State of Michigan before they shall be allowed to operate a school bus. The board shall cover all costs attributable to obtaining such licensing.

I. Extra-Run Assignments

Extra-run assignments encompass shuttles, transfers and uncovered partial portions of bid packages. Uncovered portions of bid packages will be offered to available bargaining unit members in seniority order. Transfers will be offered to available bargaining unit members, assigned to the specific school, in seniority order. Shuttles will be offered to available bargaining unit members in a rotating seniority order.

Extra-run assignments will be posted, if known, by 4:00 p.m. prior to the day of need and will be assigned to the appropriate bargaining unit member who puts in a bid for the assignment by 8:30 a.m. on the day of need. Extra-run assignments that become known after 4:00 p.m. but prior to 6:00 a.m. will be added to the posting with a notation of "late posting." Extra-run assignments that become known after 6:00 a.m. will be assigned to the

appropriate bargaining unit members via the radio or by direct contact in the drivers' lounge, bathroom, smoking area and/or office area.

A driver is considered to be available if the driver's students are scheduled for drop-off prior to the scheduled start of the extra-run assignment, and if the extra-run assignment is anticipated to end prior to the scheduled start of the driver's next regularly assigned bus run provided that the driver can report to the pickup point by the assigned time and that the driver elects to accept the assignment.

In the event that bargaining unit members are used to transport buses for repair, then the opportunity will be offered in rotating seniority order to the available drivers. Should the employer make an error in assignment, then the aggrieved driver shall be offered the next such run the employer elects to assign to bargaining unit members.

ARTICLE XIX

FIELD TRIPS

A. For purposes of this Agreement there shall be only three (3) classifications of transportation utilization:

1. Regular Run Bid Packages - This shall consist of all transportation needs that are packaged and offered for bid at the commencement of the respective school year and represents the regular transportation needs of the district.

2. Extra-Run Assignments - These assignments shall be as defined in Article XVIII (1) and shall be filled in accordance with the language provided therein.

3. Field Trips - Field trips shall be classified as either "continuous" or "split" and shall be defined as all other transportation needs of the district of more than two hours, but not including the following:

a. the district need not provide transportation for trips that exceed more than one hundred (100) miles, one-way, or

b. the district need not provide transportation for practices, home events or in-district activities, or

c. the district need not provide transportation for activities where the district does not have sufficient personnel or vehicles and/or personnel and vehicles are not available.

B. All field trips shall be handled in the following manner:

1. The Employer shall determine each field trip in accordance with the needs of the district.

2. Each field trip shall be posted with the following information:

a. the destination of the trip;

b. the anticipated length of time necessary to complete the trip;

c. whether or not the driver will remain with the group;

d. a description of the group (i.e., band, athletics, academic field trip, etc.); and

e. whether the driver will be required to do the return trip; in the event that the trip is a split trip, the

employer agrees that the assigned driver will be mandated to cover both portions.

Drivers dispatched on continuous field trips will be paid the appropriate rate of pay for all assigned driving hours and layover time.

The status of a continuous trip may not be changed once the bid has been posted for the employee.

3. All field and/or athletic trips will be posted for a signature driver at least two (2) paid working days before departure of the trip(s) by rotating seniority.

4. The Employer shall maintain separate assignment lists for "continuous" and "split" field trips. Bargaining unit members can sign up on either or both lists. Assignments will be made from the respective lists on the basis of seniority, in rotating order. An employee who refuses an assignment shall be placed on the bottom of the list. Drivers unable or unwilling to be available that day for runs shall not be eligible for trips posted on that day.

5. Drivers awarded a split trip during the regular work day shall be assigned additional work, if available.

6. The Employer agrees that it will not split athletic trips which occur after 2:30 p.m. of a regularly scheduled work day, if the trip drive time is more than one (1) hour in duration each way.

C. Drivers dispatched on field trips will be paid their regular rate of pay for all duty hours required by the field trip bid posting except where the driver volunteers to drive his/her assigned trip at no cost and except for overnight trips when the driver is released for the evening until resuming duty status the next morning. Duty status shall include those times defined in Article XVIII, Section E., Working Conditions, herein and such other time as the driver is required to be readily available for duty.

D. Should management make any error in the assignment of the personnel to any trip provided for under this Agreement, the aggrieved driver shall be entitled to priority assignment to the next trip.

E. Two (2) hours show-up time at the basic trip rate will be paid when a driver reports for a trip and the trip has been cancelled. The employee will be paid a minimum of two (2) hours pay, regardless of the length of the field trip if the assignment takes place after 6:00 p.m. on weekdays or on a day the employee is not regularly scheduled to work.

F. Any trip not bid on must be taken by the least senior driver in inverse order of seniority.

G. Commencing upon the execution date of this Agreement, any driver who is dispatched on a scheduled field trip or athletic event of four (4) hours or longer will receive the following meal allowances:

MUST PROVIDE RECEIPTS

Breakfast Up to \$5.00 plus tip
Lunch Up to \$7.50 plus tip
Dinner Up to \$17.50 plus tip

These amounts are for meals and non-alcoholic beverages. The tip cannot exceed 15%.

1. For trips which incorporate portions of more than one (1) four (4) -hour time slot, the rate of meal reimbursement will be according to the time schedule during which the greater part of the trip occurs. Where the time is evenly divided between schedules, the higher reimbursement will be made.

Thus, a driver dispatched from 11:00 a.m. to 6:00 p.m. would qualify for one (1) lunch reimbursement. A driver dispatched from 1:00 p.m. to 6:00 p.m. would qualify for one (1) dinner reimbursement. A driver must be dispatched by 6:30 p.m. in order to qualify for a dinner reimbursement.

2. In order to qualify for the receipt schedule of meal reimbursement, the driver must present a valid receipt to the supervisor or designee within three (3) working days of his/her return from said field trip or athletic event. Except by mutual consent, failure to present such receipt within the time limits will result in forfeiture of the higher rate of reimbursement.

H. In case of all cancelled field trips or athletic events, the driver will be top seniority for the next trip posting.

I. If any driver is not available for his/her assigned bid trip, the trip shall go over to the emergency trip list.

J. A list of drivers wishing emergency field and/or athletic trips will be constructed in order of seniority. Emergency field and/or athletic trips will be assigned from the list on a rotation basis. Upon the second (2nd) refusal, the driver will be removed from the emergency trip list. Such removal will not occur where the employee is absent to attend a funeral, provides a doctor's letter covering the date of the field trip, or is not able to work due to a duty disability covering that day.

K. Emergency field and/or athletic trips are on a bid basis by seniority. A driver that cannot be notified for this emergency assignment will maintain his/her position on the emergency trip list. Any emergency trip not bid on must be taken by the least seniority driver in inverse seniority.

ARTICLE XX

WAGES FOR 1994-95

A. Employees hired prior to ratification of this Agreement shall be on the following schedule:

Longevity Drivers (5 or more years)	12.57
Seniority Drivers (90 days to 5 years)	12.37
Probationary Drivers (less than 90 days)	9.49

Wage rates as set forth above shall be retroactive to July 1, 1994.

Employees hired after the ratification of this Agreement shall be on the following schedule:

First Year	8.80
Second Year	9.74
Third Year	10.68
Fourth Year	11.62
Fifth Year	12.57

2.28% = Percentage of Increase for the following table

ARTICLE XX

WAGES FOR 1995-96

A. Employees hired prior to ratification of this Agreement shall be on the following schedule:

Longevity Drivers (5 or more years)	12.86
Seniority Drivers (90 days to 5 years)	12.65
Probationary Drivers (less than 90 days)	9.71

Wage rates as set forth above shall be retroactive to July 1, 1994.

Employees hired after the ratification of this Agreement shall be on the following schedule:

First Year	9.00
Second Year	9.96
Third Year	10.92
Fourth Year	11.88
Fifth Year	12.86

ARTICLE XX

Wage rates as set forth below are effective July 1, 1996.

2.25% = Percentage of increase for the following table.

WAGES FOR 1996-97

A. Employees hired prior to ratification of this Agreement shall be on the following schedule:

Longevity Drivers (5 or more years)	13.15
Seniority Drivers (90 days to 5 years)	12.93
Probationary Drivers (less than 90 days)	9.93

Employees hired after the ratification of this Agreement shall be on the following schedule:

First Year	9.20
Second Year	10.18
Third Year	11.17
Fourth Year	12.15
Fifth Year	13.15

2.25% = Percentage of Increase for the following table

MEANS OF CALCULATING SALARY IMPROVEMENT FOR 1997-1998 AND 1998-99
STUDENT FOUNDATION GRANT ALLOWANCE (SFGA)

SFGA is the basic per-pupil foundation allowance as described in Section 20 as 1 and 2 of Public Act 336. For the purposes of the calculation of the percent increase to be applied to Schedule A salaries in 1997-98 and 1998-99, this shall be the only factor used in said calculation. Excluded shall be revenues from categorical funds, grants, FTE growth and/or all other sources of revenues to the district.

The grant for 1996-97 is \$5,338 per pupil.

The calculation for the increase in the salary Schedule A for 1997-98 and 1998-99 shall be as follows:

In 1997-98:

$[SFGA\ 1997-98^* - SFGA\ 1996-97^{**}] + SFGA\ 1996-97^{**} \times .75 =$
percent to
be applied
to the 1994-95
salary schedule

In 1998-99:

$[SFGA\ 1998-99^{***} - SFGA\ 1997-98^*] + SFGA\ 1997-98^* \times .75 =$
percent to
be applied
to the 1995-96
salary schedule

The resulting percentage change shall then be applied to Schedule A (base salary schedule) of the previous year.

If the SFGA 1997-98 or SFGA 1998-99 does not increase over the previous year SFGA, there shall be no improvement to the salary schedule. There will be no decrease in the 1997-98 or 1998-99 salary schedules however. There shall be no upward limit to the percent increase if there is an increase in the SFGA in 1997-98 and/or 1998-99.

*Determined as soon as the Michigan legislature adopts the final state aid bill for 1997-98.

**As adjusted by the state of Michigan and determined no later than June 30, 1997.

***Determined as soon as the Michigan legislature adopts the final state aid bill for 1998-99.

ARTICLE XXI

INSURANCE

A. Health Benefits

Commencing upon acceptance by the carrier, seniority employees who are regularly scheduled for twenty (20) or more hours per week in a duty status as defined in Article XVIII, Section E. herein and who are not covered by another health and dental/optical plan shall be provided the following:

1. Teamsters PEP II Health Care Plan
2. Teamsters Dental/Optical (201 Plan)
3. \$7,000 life insurance

Commencing upon acceptance by the carrier, seniority employees who are regularly scheduled for twenty (20) or more hours per week in a duty status as defined in article XVIII, Section E. herein and who are covered by another health care plan, but who are not covered by another dental/optical plan shall be provided the following:

1. Teamsters Dental/Optical (201 Plan)
2. \$7,000 life insurance

Commencing upon acceptance by the carrier, seniority employees who are regularly scheduled for twenty (20) or more hours per week in a duty status as defined in Article XVIII, Section E. herein and who are covered by another dental/optical plan but who are not covered by another health care plan shall be provided the following:

1. Teamsters PEP II Health Care Plan
2. \$7,000 life insurance

Commencing upon acceptance by the carrier, seniority employees who are regularly scheduled for twenty (20) or more hours per week in a duty status as defined in Article XVIII, Section E. herein and who are covered by another health care plan and another dental/optical plan shall be provided the following:

\$7,000 life insurance

Seniority employees who are regularly scheduled for twenty (20) or more but less than thirty (30) hours per week shall pay ten percent (10%) of the monthly premium costs for health and/or dental/optical insurance.

All above coverage commences upon and is subject to carrier approval.

B. Members of the bargaining unit with an approved unpaid leave of absence may have their insurance premiums paid according to the following schedule:

Three (3) months to two (2) years Seniority	District pays one (1) month. Employees may pay premiums to the district for up to two (2) months.
Over two (2) years seniority	District pays two (2) months. Employee may pay premium to the district for one (1) month.
Over three (3) years seniority	District pays three (3) months.

At whatever time the employee is no longer eligible for insurance, it will be the employee's responsibility for converting his/her insurance with the district to his/her own individual health insurance policy.

The premium for all insurance coverages provided by this Agreement shall be capped at the rates in effect on the 1st day of July, 1994. The Employer agrees to pay a base premium calculated by adding the premium in effect on July 1, 1994, plus any premium increase, not to exceed the cost of living as calculated by the State of Michigan for purposes of the Headlee Amendment. Any premium increase beyond CPI shall be split between Employer and employee (each paying one-half) pursuant to a procedure to be established by the business office. Each year during the term of this Agreement, the base premium shall be recalculated by adding to the prior year's premium the amount of the increase paid by the Employer.

ARTICLE XXII

WORKER COMPENSATION

Employees absent due to injury or illness covered by Workers' Compensation will be paid the difference between Workers' Compensation benefits and their regular daily wage and this shall continue for the duration of their accumulated sick leave days. Each day's use of sick leave shall be counted as the use of one-half (1/2) day of accumulated sick leave regardless of the exact amount contributed by the Employer. During the first two (2) work days of the injury or illness the employee has the irrevocable choice of the above or not receiving pay from the Employer and not being charged one-half (1/2) days for sick leave.

ARTICLE XXIII

SICK LEAVE

A. Ten (10) days of sick leave (twelve in the case of year-round employees) will be earned at the rate of one (1) day per month of employment. Unused sick leave may accumulate to a total of sixty (60) days. Effective upon ratification of this Agreement, on termination (other than discharge) the Employer will reimburse the employee for one-half (1/2) of his/her accumulated sick leave at the employee's current wage rate.

B. Any seniority employee using not more than five (5) sick leave days during the school year may convert up to five (5) sick leave days to equal hours of pay, provided the employee works through the last day of school. Said pay must be taken between the end of the school year and July 1. However, the employee who qualifies for such pay as described above may opt to take his/her pay during winter or spring break of the following school year provided he/she is on approved paid duty status the last scheduled day before and the first scheduled day after said break.

C. Each employee may be granted two (2) personal business days per year with pay. Unused personal business days will be carried over as accumulated sick leave the year following.

D. Physical examinations required by the Employer and conducted by a physician selected by the Employer, will be provided by the Employer.

ARTICLE XXIV

LEAVES OF ABSENCE

An unpaid leave of absence not to exceed one (1) year may be granted for purposes of infant care (birth to one (1) year of age). Seniority shall not accrue during such unpaid leave of absence.

ARTICLE XXV

JURY DUTY

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay for a maximum of twenty (20) working days. An employee shall not lose any seniority for jury duty served.

ARTICLE XXVI

BEREAVEMENT LEAVE

Bereavement leave, not to exceed four (4) work days per occurrence with regular pay may be granted to attend the funeral of spouse, children, foster children, parents, brothers or sisters and grandparents. Two (2) work days shall be granted for in-laws of the above categories.

ARTICLE XXVII

HOLIDAYS

Paid Holidays

Memorial Day
Independence Day (summer drivers)
Thanksgiving and Day Following
Christmas Eve Day
Winter Recess Day (December 25th)
New Year's Eve Day
New Year's Day
Spring Recess Day (Good Friday)
Labor Day

To qualify for holiday pay, the employee must be in a paid duty status the last scheduled day before and the first scheduled day following the holiday. Employees using paid sick leave on either of those days will be required to furnish a doctor's excuse in order to qualify for the holiday pay. No employee shall expect to be granted personal business days before or after holidays.

ARTICLE XXVIII

PAID LEAVE DAYS

A. In addition to the bid package day and the orientation in-service day, there will be one (1) additional in-service day annually. Employees will be paid at their regular daily rate of pay or for the time actually spent in scheduled in-service activities, whichever is greater.

B. On those days that the school closes its operations due to inclement weather or other emergency and that day is not rescheduled, then the bargaining unit members will be paid their bid time for such days.

ARTICLE XXIX

VACATION

Two (2) weeks annual paid vacations shall be granted to members of the bargaining unit who are normally scheduled to work forty (40) hours a week year round.

ARTICLE XXX

CONTRACTUAL WORK

During the term of this Agreement, the Employer shall not contract out or subcontract any work, in whole or in part, that is bargaining unit work and which a laid off bargaining unit member is qualified to perform and willing to perform within the reasonable and necessary time limits.

The board reserves the right to participate with other school districts in the transportation of students to and from instructional sites outside the school district pursuant to any cooperative arrangement with another school district or institution provided the Howell transportation department participates to any degree in any consortium transportation plan.

ARTICLE XXXI

EXTRA CONTRACTUAL AGREEMENTS

A. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees with the Employer unless the same has been executed in writing between the parties and ratified by the Union.

B. The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

ARTICLE XXXII

SAVINGS CLAUSE

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXXIII

TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m. June 30, 1999.

A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, be given written notification of same.

B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.

C. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

D. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified mail, addressed, if to the Union, to State County and Municipal Workers, Local 214, 2825 Trumbull Avenue, Detroit, Michigan 48216, and if to the Employer, addressed to 411 North Highlander Way, Howell, Michigan 48843, or to any such address as the Union or the Employer may make available to each other.

ARTICLE XXXIV

EFFECTIVE DATE

- A. This Agreement, which represents a two-year extension of the 1994-1997 Agreement between the parties, shall continue in effect through June 30, 1999.
- B. In witness whereof the parties hereto have caused this instrument to be executed on October 28, 1996.

FOR THE UNION

By: [Signature]
Business Representative
Teamsters

By: [Signature]
Steward, Teamsters

FOR THE EMPLOYER

By: [Signature]
President, Board of Education

By: [Signature]
Secretary, Board of Education

ARTICLE XXXV

RETIREMENT

The board shall contribute to the public school employees' retirement system only those amounts it is required to contribute by law. In the event an employee desires to make a contribution to the member investment plan fund created by 1985 PA 91, the board may make the contribution on behalf of the employee by making a reduction in the employee's salary in an amount equal to the employee's contribution.

APPENDIX A

To: _____
(EMPLOYER)

I hereby request and authorize you to deduct from my earnings, one of the following:

() An amount established by the Union as monthly dues.
or

() An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to Teamsters State, County, and Municipal Workers, in behalf of Local 214.

By: Please Print

First Name

Last Name

Street Number _____
Street Name

City _____
Zip Code

Area Code _____
Telephone

Signature Date

EMPLOYER'S COPY

MEMORANDUM OF UNDERSTANDING
between
HOWELL PUBLIC SCHOOLS
and
TEAMSTERS LOCAL 214

In those instances when a bargaining unit member works more than 39.5 hours of regular work for the week, excluding field trips, then a bus wash stipend will be paid to the member for each bus wash provided. The stipend will be equal to one-half hour times the member's regular rate of pay.

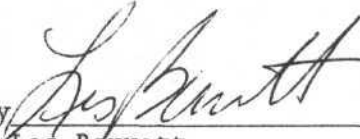
by: *Bob Smith*
for the Union

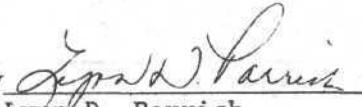
by: *John D. Parnell*
for the District

date: *February 25, 1953*

MEMORANDUM OF UNDERSTANDING
between
TEAMSTERS LOCAL 214
and
HOWELL BOARD OF EDUCATION

The parties agree that the bus wash stipend currently paid to members of the bargaining unit shall cease in the event and at whatever time that an automatic bus washing system is activated.

by 
Les Barrett
for the Union

by 
Lynn D. Parrish
for the District

date: April 3, 1995

