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AGREEMENT

between

CRESTWOOD SCHOOL DISTRICT

and

TEAMSTERS, LOCAL UNION 214  
(TRANSPORTATION)

1988 - 1991

Crestwood School District  
Dearborn Heights, Michigan

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

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## AGREEMENT

This agreement is made and entered into on this 8th day of August, 1988, between the CRESTWOOD SCHOOL DISTRICT, Dearborn Heights, Michigan (hereinafter referred to as the "EMPLOYER") AND LOCAL UNION 214, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTER, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the "UNION")

## PURPOSE

The Employer and the Union declare that the promotion of pupil welfare for the children of Crestwood is a worthwhile goal and to this end they dedicate their efforts.

The purpose of the Agreement is to set forth terms and conditions of employment as required by the PERA, Act 379 of the Michigan Public Acts of 1965, as amended, and to promote orderly and peaceful labor relations between the employees and the employer.

## ARTICLE I - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment of all bus drivers, employed by the District, excluding supervisory and all other employees of the District as certified by the MERC.

## ARTICLE II - MANAGEMENT RIGHTS

The Board retains the right in accordance with applicable laws and regulations, (a) to direct employees of the school, (b) to hire, promote, transfer, assign, and retain employees in position, and to suspend, demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duties because of lack of performance or for other legitimate reasons, (d) to maintain the efficiency of the school operations entrusted in them, (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever action may be necessary to carry out the functions of the Board in maintaining a good educational program for the community of the Crestwood School District.

## ARTICLE III - UNION SECURITY AND DUES DEDUCTIONS

- A. Membership in the Union shall not be required as a condition of employment. However, all nonunion members of the bargaining unit shall be assessed an administrative fee equal to that portion of the annual dues which is related to the negotiation and administration of this Agreement. Upon failure of an employee to comply within thirty (30) days of his employment to the terms of this paragraph, the Union shall notify the Superintendent of Schools, in writing, and said employee shall be dismissed.
- B. The Union will secure, protect, and save harmless the Employer from any and all claims, demands, suits, and costs which the Employer may incur or be charged in such suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Section A, Article III, of this Agreement.
- C. The Employer will deduct Union dues or administrative fees from the wages of those employees who individually and voluntarily authorize such deductions in writing. The Union shall deliver an executed authorization to the Employer before any deductions are made. The Union dues so deducted shall be remitted to the Union.
- D. The Union shall hold the Employer harmless on account of any Union dues or administrative fees deducted and remitted to the Union pursuant to this Agreement.

ARTICLE IV - DRIVER QUALIFICATION

A. EMPLOYEE HEALTH CERTIFICATION

In order to provide continuing health protection for students and other school personnel, it is agreed that upon initial employment and thereafter as determined by the Employer, each employee shall provide by certification from the Employer's physician, evidence of such state of physical and mental health that he is able to attend to his assigned duties without undue absence during the ensuing year. Furthermore, the employee shall provide certification of freedom from active tuberculosis. Such examination to be provided by the Employer.

B. DRIVER CERTIFICATION

All bus drivers must meet the certification requirements as established by the laws of Michigan. The district shall pay the cost of any license required by the State of Michigan for a school bus driver. Each driver shall pay the costs directly to the State of Michigan and will be reimbursed by the district after the completion of one (1) year of service, after the effective date of the license. Employees who terminate service prior to this time will not receive reimbursement.

C. INSERVICE TRAINING

All drivers must attend and satisfactorily complete all required Michigan School Bus Driver Education Courses and tests as prescribed by Federal and/or State laws and regulations. Upon completion of the course the employee shall be reimbursed at his current hourly rate for the required number of hours.

D. SAFETY

If a representative of the Employer feels that a driver is not able to drive a route during any one trip, he may release the driver from such run until he feels the driver is capable of handling the bus in full safety of the children. In the event the employee shall be guaranteed a minimum of one-quarter ( $\frac{1}{4}$ ) of his regular day at his current hourly rate of pay, or he may receive a sick leave day at his option for this day only. Such option shall be placed in writing and given to the immediate supervisor within twenty-four (24) hours.

E. RETIREMENT

The Board may adopt a mandatory retirement policy which requires retirement of employes at the minimum age permitted by law.

ARTICLE V - SENIORITY

A. SENIORITY

Seniority for the purpose of the Agreement shall mean the length of continuous employment within the bargaining unit from the day of most recent hire. The Union shall be furnished an up-to-date seniority list, stating name, effective hiring date, and classification, at the beginning of each year.

B. PROBATION

1. Probationary Period

- a. A probation period of sixty (60) working days shall be served by all bus drivers after being assigned a regular daily run on a permanent basis.
- b. Upon completion of satisfactory probation, a driver's name will be placed on the seniority list as of his date of hire.
- c. The probation period may be extended by an additional thirty (30) working days if the district determines additional training is needed after written notification has been given to the employee and the Union at least ten (10) days prior to the expiration of the probationary period.

2. Temporary Positions

If regular drivers are unable to perform their regular runs due to illness or leave of absence their position shall be posted as a temporary position after fifteen (15) continuous working days of absence from the job. Such temporary positions shall be posted for five (5) days. Days of work under temporary posting shall apply toward the probationary period and said work days shall be accumulated if earned within twelve (12) months of hire under said temporary posting.

C. DRIVER CLASSIFICATION

1. Regular Seniority Driver

A driver assigned to drive a regular daily run on a permanent basis upon completion of probationary period.

2. Probationary Driver

A driver who has been assigned a regular daily run on a permanent basis but has not completed his sixty (60) working days probation. Probationary drivers are eligible for field trips only when a regular seniority driver is not available and they meet the requirements of Article IX C.1.

Article V - Seniority (Continued)

3. Substitute Driver A substitute driver is one who is on call for runs in the absence of a regular driver. A substitute driver is eligible for field trips only when a regular seniority or probationary driver is not available and they meet the requirements of Article IX C.1.

D. LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons:

1. He resigns.
2. He is discharged and the discharge is not reversed through the grievance procedure.
3. He is laid off for a period of more than one (1) year.
4. He is absent for three (3) consecutive working days without notifying the Employer, except in those cases which the employee is unable to notify the Employer because of unusual circumstances which prevent such notification. (At the option of the Employer such absence results in automatic discharge and the Employer shall send written notification to the employee at his last known address that his employment has been terminated and he has lost seniority).
5. He retires.
6. Return from sick leave and leaves of absence will be treated the same as (4) above.

ARTICLE VI - LAYOFF AND RECALL

If a layoff becomes necessary, the following procedure will be followed:

1. Substitute Drivers.
2. Probationary Drivers.
3. Finally, regular seniority drivers according to their length of service shall be removed starting with the employee with the least amount of seniority.

Laid off employees shall be recalled in the inverse order of the layoff. No employee shall be laid off due to a reduction in staff, unless he has been notified in writing at least two (2) weeks prior to that layoff. Nonoperation of schools due to conditions beyond the control of the Employer, such as but not limited to natural disaster, mechanical failures or strikes, shall not hold the Employer liable for notice of layoff.

## ARTICLE VII - RESIGNATION

When an employee resigns he shall file a resignation form with the District at least two (2) weeks prior to the effective date of termination of employment.

## ARTICLE VIII - DISCHARGE OR SUSPENSION

- A. The Employer shall not discharge or suspend any regular seniority driver without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and job steward affected, except that no warning notice need be given to an employee before he is discharged or suspended if the cause of such discharge or suspension is reckless or negligent driving or reckless or negligent operation; or drunkenness or being under the influence of alcohol; or under the influence of drugs which might result in danger to the children riding in the bus or otherwise; or moral turpitude or bad moral character which makes said employee an undesirable associate of children, such as, but not limited to, use of profanity in the presence of children and sexual perversion; or carrying of unauthorized adult passengers; or dishonesty; or violation of any Articles of this Agreement; or falsification in any manner on the employment application; or revocation of chauffeur's license, or anything that as a result of the driver's record could disqualify the employee from driving a school bus.
- B. Written notice of a discharge shall be given to a regular driver and the Union. Should the discharge or suspended employee consider the discharge or suspension to be improper, a complaint must be made in writing and presented to the Employer within two (2) regularly scheduled working days from the date of the employee's notification of discharge or suspension. The Employer will review the discharge or suspension and give it answer in writing within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union or the individual, the matter may be processed through the grievance procedure.
- C. The provisions of this Article do not apply to those employees classified as probationary or substitute drivers. These employees may be discharged by the District at any time by notifying these employees in writing that their service is unsatisfactory.



## ARTICLE IX - BUS SCHEDULING

A. For purposes of defining terms used herein the following shall govern:

1. Bus Run - A designated and sequential manner to pickup and return students from a specified bus stops to a school.
2. Regular Assignment - A single or group of runs which constitute a regular work day.

(a). Each year the Employer shall post all regular assignments on the third (3rd) Monday of August. Employees shall indicate their preference with seniority the sole factor in making these assignments. Employees who are not present on this day shall be given available regular assignments on a seniority basis and shall not be eligible for holiday pay for Labor Day. The Employer reserves the right to change assignments no more than twice each year if deemed to be in the best interests of pupil welfare. Any additional changes must first be approved by the Business Agent of the Union.

- b. No substitute shall be assigned to any regular run if a regular employee is available. In the event that all employees refuse any additional assignment and no substitutes are available, the assignment must be taken by employees in inverse order of seniority. Such time shall not count in equalizing the extra time and/or overtime.

### B. SPECIAL EDUCATION RUNS OUTSIDE THE DISTRICT

Special Education runs outside the District will be assigned to the regular seniority driver(s) (most capable of handling such students, as demonstrated by completion of those classes specifically designed for special education drivers. If no seniority driver(s) apply for said runs, assignment will be at the Employers discretion using inverse seniority and demonstrated capability as the criteria.

### C. FIELD TRIPS

1. All field trips will be posted and assignments will be made in accordance with seniority and in a manner which will equalize the hours of pay within the school year. However, any driver who has not driven a bus occupied by students for at least 5 days will not be eligible for field trips regardless of seniority status. To meet this qualification requirement the driver will perform the regular assignment of a non-special education driver at the earliest possible time that can be scheduled after the driver is certified as a school bus driver. The other driver so displaced will not suffer any loss of pay during this period and may be assigned to other duties. Employees refusing or unable to take a field trip assignment will be charged for the time required for that trip in order to meet the equalization of

Article IX - Bus Scheduling (Continued)

hours standard. In the event that all employees refuse a field trip, the assignment must be taken by employees in inverse order of seniority. Said employee shall not be charged with these hours in the equalization of monthly hours. To accomplish equalization of hours the weekly posting of future field trips shall indicate total hours charged or worked to date.

2. Field trips shall be posted forty-eight (48) hours prior to departure time including postponed or cancelled field trips, except in emergency situations only.
3. It shall be each driver's responsibility to check the trip board for new postings and to accept or refuse trips by initialing the assignments no later than the end of the next one-half (1/2) day following posting.
4. Drivers who have accepted a field trip shall not cancel or withdraw from the assignment with less than twenty-four (24) hours notice to the Supervisor of Transportation, except in extreme emergency situations.
5. If a trip is cancelled postponed the driver scheduled for that assignment will be reinstated to the appropriate position on the eligibility list without charge for the trip cancelled or postponed. If the trip is postponed it will be reposted at the appropriate time. At no time shall such cancellation of postponement result in an employee receiving less than their scheduled time.
6. On trips which are of such distance or duration as to require drivers to remain on the road overnight, the driver will receive, in addition to pay for actual driving time, extra compensation equivalent to no more than six (6) hours straight time night for the lay over. The determination of what constitutes an overnight trip will be predetermined by the Employer and will be included in the posting of such trip, except in the case of emergencies created by mechanical problems or weather conditions. In addition to the above the driver will with prior approval be advanced such funds as necessary for reasonable lodging and meal expenses.

D. SUMMER DRIVING

Drivers assigned to a summer schedule shall be based on seniority and availability. Any summer schedule involving Special Education shall conform to provisions of Section B of this article.

E. SCHOOL CLOSING

In the event the Employer deems it necessary to close schools as a result of an "Act of God", employees who are not required to work will receive payment for hours scheduled.

F. NOON RUN

All drivers will be guaranteed one (1) hour of pay for noon runs including layover time.

ARTICLE X - DRIVER'S DUTIES & BUS UPKEEP

A. BUS DRIVER'S DUTIES

The duties of a bus driver shall include, but not be limited to driving, sweeping and interior of the bus, wiping seats, cleaning rear windows, windshields and other windows in the driver's compartment, cleaning rearview mirrors, and completing related records, safety reports and other data which may be requested from time to time.

B. MAINTENANCE OF BUSES

It is the responsibility of the drivers to see that their bus is properly maintained by reporting to the Transportation Supervisor any mechanical problems and adverse conditions of the bus.

C. DRIVING & LOADING CONDITIONS

It shall be the responsibility of the drivers to report to the Transportation Supervisor any unsafe condition(s) existing both on the road, and also the loading and unloading areas at the schools. The Transportation Supervisor will then notify the police and/or the building principals to have the condition(s) corrected.

It shall be the responsibility of the drivers on all regular and field trips to see that the following are observed and to report violations of the minimum standards of conduct below to the Transportation Supervisor in writing, on the next working day.

1. Everyone is seated.
2. No one hanging out windows.
3. No throwing of anything on bus.
4. Perfect quiet at all railroad crossings.

D. SAFETY

The Employer shall not require employees to take out on the streets or highway 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. However, the employee's supervisor, after consulting with the bus mechanic or service agency, shall decide whether or not a bus is in safe operating condition or equipped with safety appliances prescribed by law. If the employee's supervisor so decides, the employee shall operate such equipment.

E. ACCIDENT REPORTS

Any employee involved in any accident shall immediately report to the Employer said accident and any physical injury sustained. When required by his Employer, the employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accident at the end of the shift in which said accident occurred. Failure to comply with this provision shall subject said employee to disciplinary action by the Employer.

Article X - Driver's Duties & Bus Upkeep (Continued)

F. REPORTING ABSENCE

Employees shall report their absence from work at least one (1) hour prior to any run. Employees shall also report their availability for work by 2:00 p.m. of any day preceding their return from an absence.

ARTICLE XI - GRIEVANCE PROCEDURE

A grievance shall be limited to alleged violations of the provisions of this agreement or an alleged misapplication of law by the Employer.

- A. All grievance shall be placed in writing and submitted within two (2) working days of the alleged grievance to the employee's immediate supervisor. The grievance shall name and be signed by the Employee(s) involved. It shall contain a statement of facts upon which the grievance is based, a reference to the Article and Sections of the Agreement which have been allegedly violated and shall state the relief requested.
- B. The immediate supervisor shall respond to the grievance filed within five (5) working days. If the employee is not satisfied with the disposition of the grievance, he may appeal within five (5) working days to the Superintendent of Schools or his designee, who shall meet with the employee and/or the Union within five (5) working days.
- C. If the Superintendent or his designee is unable to resolve the grievance within fifteen (15) working days after the date on which the grievance was submitted to the Superintendent, the grievance may be appealed to the Board of Education. The Board will meet with the employee and/or the Union within fifteen (15) working days after the appeal is filed with the Board. The Board shall render its decision within fifteen (15) working days after this meeting.
- D. If the Union is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator; provided, however, notification of intent to pursue arbitration is submitted, in writing, to the Board within five (5) days. The President and/or the grievance panel 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. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accordance with its recommendations, which shall likewise govern the arbitration proceeding.

The Board and the Union shall not be permitted to present in such arbitration proceeding any ground or to reply on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, or substitute his judgment for that of the parties. Any decision rendered by the arbitrator shall be binding upon the parties in this Agreement.

- E. The number of days provided for the presentation and processing grievance in each step of the grievance procedure establishes the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn; provided, however, the time limits set forth herein may be extended by mutual agreement between the Board, or its representatives, and the aggrieved employee or the Union.

Article XI - Grievance Procedure (Continued)

- F. If a grievance affects a group of employees or the bargaining unit as a whole, the Union may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Step C.
- G. The cost of acquiring any arbitrators (excluding attorneys for the respective parties) shall be paid by the parties on an equal basis.

ARTICLE XII - STEWARDS

- A. The Union may designate one (1) steward from all of the employees covered by this Agreement. When the steward is absent from work, an alternate may be appointed by the Union. The authority of the steward or alternate so designated by the Union when the steward is absent from work shall be limited to, and shall not exceed, the following duties and activities:

- 1. The steward, or his alternate, at reasonable times as determined by his supervisor during his working hours, may investigate grievances and may participate in the grievance procedure (as outlined in Article XI), as the Union representative of the employee with the grievance if that employee chooses to be represented by the Union and the Union chooses the steward or his alternate to be its representative. Only so much time as is necessary shall be used by the steward or his alternate in performing the above function and this provision is not to be abused by the steward or his alternate.

Investigation of grievances and participation in grievance procedure shall not interfere with the operation of school buses or with other employees in performing their working duties. No more than a total of one-half (½) hour per week may be so expended by the steward and/or his alternate during their working hours without loss of time and pay. The steward or alternate shall report to his supervisor before commencing such activity and shall report back to said supervisor when said activity is finished.

- 2. The steward or his alternate may collect dues when authorized by appropriate Union action.
- 3. The steward or his alternate may transmit messages and information which originates and is authorized by the Union; provided such messages and information do not involve strikes, work stoppage, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Article XII - Stewards (Continued)

4. The activities described in (1) shall be the only Union activity for which release time without loss of pay will be allowed and then only as set forth therein.
- B. The Employer recognizes the limitations upon the authority of the steward and the alternate as outlined above, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitation shall have the authority to impose proper discipline, including discharge at its discretion, and without any warning notice, in the event the steward or the alternate shall take strike action, slow-down or work stoppage, or in any way interfere with the Employer's business in violation of this Agreement.
- C. The Union shall notify the Employer, in writing, of the designated Steward and alternate.

ARTICLE XIII - CONTRACTING

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members, nor shall contracting result in the reduction of the present work force as is now in effect.

ARTICLE XIV - NO STRIKES OR STOPPAGES

During the life of this Agreement, the Union will not cause, nor will any members of the Union take part in any strike, concerted action, work stoppages, slow down, or any curtailment of work, or any restriction on the operation or interference with the efficient operation of the District.

ARTICLE XV - NON-DISCRIMINATION

The provisions of the Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.

ARTICLE XVI - MISCELLANEOUS

- A. The provision of this Agreement shall be subordinate to the applicable laws of the State of Michigan and of the United States and should any provision or any application of this Agreement be deemed or declared to be contrary to law then such provision shall be of no force and effect but all other provisions shall be continued in full force and effect. Such provision shall be subject to renegotiations.
- B. If an employee is transferred for promoted to a supervisory position or a position not included in the bargaining unit, and he is thereafter transferred or demoted to a position within the bargaining unit, he shall not accumulate seniority while working in the supervisory position or position not in the bargaining unit. The employee who is so transferred or demoted shall, to the extent practicable as determined by the Employer in its sole discretion, commence work in a job generally similar to the one he held at the time of his transfer or promotion to the supervisory position or position not included in the bargaining unit. The employee shall maintain the seniority rank he had at the time of said transfer or promotion.
- C. The Employer agrees that it will allow the proper accredited representative of the local Union access to the Employer's garage and parking lot at any time during regular working hours for the purpose of policing the terms and conditions of this Agreement. However, said representative shall not interfere with the transportation operation in any manner, and shall first report to the supervisor or other administrator when he first enters upon school property.
- D. The Employer shall provide each bus driver a "Notice of Intent" form on which the driver will indicate whether he will be returning to work for the closing school year. The completed "Notice of Intent" form on which the driver will indicate whether he will be returning to work for the coming school year. The completed "Notice of Intent" shall be returned to the Employer on or before the date indicated on the form.

Failure to return the form as required will be deemed a resignation by the Employer and will be recorded as a "resignation without proper notice" in the employee's personnel file.

Such employee who make known, in writing, within thirty (30) days of the start of the school year their availability for employment as a bus driver shall be placed on the eligible waiting list for employment. If employed within that school year the employee shall have prior seniority reinstated. Seniority will, however, not accrue while not employed.

- E. The Employer may grant necessary and reasonable time off, without discrimination or loss of seniority right and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided five (5) days written notification is granted to the District by the Union, and further provided such time off, without pay, shall not exceed five (5) working days.



Article XVI - Miscellaneous (Continued)

F. Employee within the bargaining unit will adhere to the following rules:

1. Any employee absent without permission will be required to report to their immediate supervisor before starting work.
2. The first (1st) such absence without permission will subject an employee to a warning notice in writing with a copy being sent to the Union after review by the supervisor and the school Business Manager.
3. The second (2nd) unexcused absence will subject an employee to a one (1) day loss of pay.
4. The third (3rd) unexcused absence will subject an employee to a three (3) day loss of pay.
5. The fourth (4th) unexcused absence will subject an employee to an immediate discharge.

Drinking of alcoholic beverage prior to reporting for duty may result in immediate discharge. Drinking or alcoholic beverage during working hours shall result in immediate discharge.

All absences shall be deemed unexcused until such time as written explanation is received by the Employer, at which time the Employer will make the decision as to whether the absence is unexcused or excused. If no letter of explanation is received by the Employer within three (3) working days after the employee returns to work, the absence shall be permanently recorded as unexcused. It shall be the responsibility of the employee to submit such letter without a request by the Employer.

- G. The Employer shall provide adequate rest room facilities.
- H. Employees shall not be charged for loss or damage unless clear proof of negligence is shown.
- I. Each employee shall have access to his own personnel file to examine its contents in the presence of an administrator and at a time arranged with said administrator. Any complaints received against any employee shall not be entered into his personnel file without acknowledgement by the employee.

J. REOPENERS (1988-91)

If during the term of this 1988-1991 Agreement the Employer agrees to grant to its teachers a holiday(s) which is not listed in Article IV, Section 3A and is in addition to the four (4) holidays provided for in Schedule C of the 1985-88 teacher collective bargaining agreement, then this Agreement shall, upon thirty (30) days written notice by the Union, be re-opened for negotiations. If through negotiations an agreement is reached to provide the additional holiday(s) to the employees covered by this Agreement, then that holiday(s) shall be added to the enumerated holidays set forth in Article XIX, Paragraph A.

If during the term of the 1988-1991 Agreement the Employer agrees to provide optical insurance to its teachers, then this Agreement shall, upon thirty (30) days written notice by the Union, be re-opened for negotiations. If through negotiations an agreement is reached to provide optical insurance to the employees covered by this Agreement, the terms and conditions of the optical plan shall be added as Paragraph G of Article XX of this Agreement.

The re-opener clauses set forth above are for the limited purposes described therein and accordingly, if a re-opening occurs, all the Articles and Sections of the collective bargaining agreement shall nevertheless remain in full force and effect.

ARTICLE XVII - LEAVE WITH PAY

A. SICK PAY

A regular seniority driver who is absent from duty because of personal illness, or illness in the immediate family or quarantine shall be allowed annual sick leave with pay at his/her regular daily paid time. Employees will be granted six (6) days per school year. The unused portion of each years sick leave shall accumulate to a maximum of fifty (50) days.

The purpose of accumulated sick days is for the financial protection of the employee in the event of an enduring personal illness. Medical proof of such illness shall be the basis for granting sick leave pay for days used from accumulated sick leave. Immediate family shall be interpreted as: husband, wife, son daughter, father, mother, sister, brother, grandmother, or grandfather.

B. LEAVE DAYS

A regular seniority driver shall be granted three (3) leave days (noncumulative) per school year. Such days may be used by the employee at his discretion with approval of the supervisor at least twenty-four (24) hours in advance, except in emergency situations. In the event that the Employer is unable to permit the employee to use these days during the course of the school year the employee will be reimbursed for the unused day(s).

C. BEREAVEMENT

Regular seniority drivers shall be entitled to three (3) days leave with pay at his regular daily paid time due to death in the immediate family. Immediate family shall be interpreted as: husband, wife, son, daughter, father, mother, sister, brother, grandmother, grandfather, or grandchildren. Said days shall not be cumulative.

D. JURY DUTY

Any employee with more than one (1) year seniority who is summoned for jury duty shall notify the Employer no less than seventy-two (72) hours prior to the reporting date. An employee reporting for jury duty other than Grand Jury duty shall be paid for each day on jury duty less the jury duty fee. To be eligible for jury duty pay the employee must submit a statement from the court listing the dates served. The employee benefits shall continue during this period including accrual of seniority. If an employee is not required to serve a full day of jury duty, on any day, she/he shall report for work for the next appropriate run.

ARTICLE XVIII - LEAVE WITHOUT PAY

Leave of absence without pay or other benefits provided under this Agreement may be granted by the Employer. Employees will not accumulate seniority during such leaves of absence but shall return with the seniority accumulated at the commencement of the leave of absence.

A. HEALTH LEAVE

1. Health leave, when recommended by a physician, may be granted up to a maximum of one (1) year commencing after sick leave has been used.
2. Notice of intention to return to duty after a leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill his duties. The employee must notify the Employer, in writing, at least two (2) weeks prior to his return to work.
3. Extension of up to one (1) year may be granted by the Employer.

B. WORKER COMPENSATION LEAVE

1. Employees who become eligible for weekly benefits under the Workers Compensation Act shall request a leave of absence under the provisions of this Article from the date they become eligible. Seniority shall accumulate for up to one year.
2. Notice of intention to return to duty after a leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill his duties. The employee must notify the Employer, in writing, at least two (2) weeks prior to return to work.

B. MATERNITY LEAVE

1. A maternity leave of absence may be granted, to an employee electing not to use personal illness leave for childbirth, for the purpose of childbirth and subsequent child care, for a duration of up to one (1) year.
2. A member of the bargaining unit adopting a child may receive a similar leave which shall commence upon the entry of an order by the probate court awarding custody to the adoptive parent.

C. MILITARY LEAVE

Military leave of absence is covered under the National Selective Service Act, as amended, 1970.

D. OTHER UNPAID LEAVES

Other unpaid leaves of absence may be granted by the Employer for reasons deemed appropriate by the Superintendent of Schools.

ARTICLE XIX - HOLIDAYS

A. The following days are recognized as holidays with pay for regular bus drivers:

1. Thanksgiving Day
2. Day after Thanksgiving
3. Christmas Eve
4. Christmas Day
5. New Years Eve Day
6. New Years Day
7. Good Friday
8. Memorial Day
9. Spring Recess Monday
10. Independence Day
11. Labor Day

B. To be eligible for payment of the above holidays the employee must work the regularly scheduled day before and after holiday, except where medical documentation is submitted to verify absence.

ARTICLE XX - COMPENSATION

A. The following wage rates shall be in effect:

1. Wage Schedule

	<u>Start</u>	<u>90 Working Days</u>	<u>1 Year</u>
1988-89	8.08	8.37	9.17
1989-90	8.53	8.82	9.62
1990-91	9.08	9.37	10.17

B. Overtime and holiday wage rates are established as follows for the duration of this Agreement.

1. Overtime & Saturdays

A driver who works in excess of eight (8) hours in any one day or forty (40) hours in any one (1) week or on a Saturday shall be paid at the rate of one and one-half (1½) times his regular hourly rate of pay for each hour worked.

2. Holiday & Sundays

A driver who works on a holiday or a Sunday shall be paid at the rate of two (2) times his regular rate of pay for each hour worked. In addition thereto a driver who works on a holiday shall receive the holiday pay.

C. CALL IN PAY

Drivers who are scheduled to work, or are called into work, for a field trip which occur outside the normal school hours shall receive a minimum

Article XX - Compensation (Continued)

of three (3) hours pay at the appropriate rate outlined in Section A & B of this Article. Call in pay described in this section is intended to guarantee a driver no less than three (3) hours of pay at the appropriate rate and is not intended to supplement actual driving time. Trips occurring during normal school hours (commencing between 7 a.m. and 4 p.m.) will be paid at the number of actual hours worked.

D. MEDICAL INSURANCE

The Employer shall provide without cost to the employee medical insurance coverage as provided below or the employee may elect reimbursement in lieu of medical insurance.

1. Reimbursement - All eligible employees must elect either coverage or reimbursement in lieu of coverage by the Friday following Labor Day of each year. Those employees electing reimbursement of \$425 shall receive payment at the end of the school year if they have worked the full school year.
2. Medical Coverage - Medical coverage to be provided will be Blue Cross-Blue Shield, MVF-1, full family, nondeductible hospital and surgical insurance protection with NC rider and Master Medical, Option II, Allowable health care expense exceeding \$50 for one person and \$100 for two or more persons, with 20% co-pay.
3. Eligibility - Employees to be eligible for enrollment must work a minimum of twenty (20) hours per week average and any employee who is concurrently working for another employer, where medical insurance is provided, shall not be eligible for medical insurance.

E. LIFE INSURANCE

A \$14,000 face value term insurance policy shall be provided to each employee. The effective date shall be July 1, 1986.

F. SEPARATION PAY

1. Voluntary Termination or Retirement  
Voluntary termination or retirement by any employee of the bargaining unit with at least three (3) years seniority will entitle said employee to separation pay equal to fifty percent (50%) of up to 40 unused and accumulated sick days at the prevailing rate. Employees with five (5) years or more of seniority will be entitled, upon the above conditions, to separation pay equal to seventy-five percent (75%) of up to 40 unused and accumulated sick days at the prevailing rate. Employees who fail to give the required two (2) weeks notice prior to resigning, as provided in Article VII, shall forfeit all rights to separation pay.
2. Layoff  
Employees who are laid off and subsequently lose seniority under provisions of Article V, Section D, shall be entitled to separation pay pursuant to provisions of this Article.

ARTICLE XXI - DURATION OF AGREEMENT

This Agreement shall be effective on August 8, 1988, and shall continue in effect until June 30, 1991, and thereafter from year to year, unless either party requests at least sixty (60) days prior to July 1, 1991 to termination this Agreement.

TEAMSTERS, LOCAL UNION 214

By [Signature]  
Its President

By [Signature]  
Its Business Agent

By [Signature]  
Negotiating Committee Person

By [Signature]  
Negotiating Committee Person

By \_\_\_\_\_  
Negotiating Committee Person

CRESTWOOD BOARD OF EDUCATION

By [Signature]  
President

By [Signature]  
Secretary

Dated the 8th day of  
August 1988

