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MASTER AGREEMENT
BETWEEN
TEAMSTERS LOCAL UNION NO. 580
Lansing, Michigan
and
BOARD OF EDUCATION
OF THE
SCHOOL DISTRICT OF THE CITY OF EAST LANSING
July 1, 1990 - June 30, 1993

East Lansing Public Schools

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AGREEMENT

This Agreement entered into this first day of July, 1990, between the Board of Education of the School District of the City of East Lansing, located at 509 Burcham Drive, East Lansing Michigan 48823, party of the first part, hereinafter termed the "Employer," and Local Union Number 580 Chauffeurs, Warehousemen and Helpers of America, Located at 1202 South Washington Avenue, Lansing, Michigan 48901, party of the second part, hereinafter called the "Union."

PURPOSE AND INTENT

The general purpose of the Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the basic purpose of the School District is the education of its youth and that all employees are obligated to work to help provide a quality program with clean, safe, functional facilities.

Whenever a pupil is subjected to traffic hazards or is required to walk excessive distances in order to attend school the District shall provide efficient and safe transportation for him/her.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

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

1. RECOGNITION: Employees covered.

Pursuant to and in accordance with all applicable provisions of 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 in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees to the Employer included in the bargaining unit which is described below:

SCHOOL BUS DRIVERS

2. MAINTENANCE OF MEMBERSHIP:

- (A) When the Employer needs additional Employees, he/she shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union.
- (B) Membership in the Union is not compulsory. Employees have the right to join, as they see fit. Neither party shall exert any pressure in or discriminate against an employee as regards such matters.
- (C) Any person who is a member of the Union, or who has applied for membership, may sign and deliver to the Board an assignment authorizing the deduction of dues in the Union, the amount of which shall be established by the Union. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and August 1 of any year. Pursuant to such authorization, the Board shall deduct such dues monthly commencing thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is later, and for new employees the deduction shall start thirty-one (31) days following the date of employment. Such sums deducted as dues or as a Representation Benefit Fee, subject to paragraph D, hereof, shall be remitted not less frequently than monthly to the Treasurer of Local No. 580 with an accompanying list of employees from whom payroll deductions were made.
- (D) Any employee covered under Article I., herein, who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Representation Benefit Fee (R.B.F.) to the Union. The Representation Benefit Fee shall not exceed the amount of the Union dues collected from Union members in good standing. The employee opting for R.B.F. may pay such fee directly to the Union or authorize payment through payroll deduction, as herein provided.
- (E) In the event that the employee shall not pay such R.B.F. directly to the Union or authorize payment through payroll deduction, the Board, upon completion of the procedures contained in paragraph (G) and pursuant to MC 408.477; MSA 17.277(7), and at the request of the Union, shall deduct the Representation Benefit Fee from the employee's wages and remit same to the Union. In the event that

the Board is prohibited by legal decision from deducting the R.B.F. from the wages of an employee who does not authorize the deduction, the Board, at the request of the Union, shall terminate the employment of such employee upon completion of the procedures contained in this Article. The parties expressly agree that the failure of any employee covered under this Agreement to comply with the provisions of this Article (2.ff) is just cause for discharge from employment.

- (F) The Union shall hold the Board harmless for any and all claims, demands, suits, or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions of the agency-shop agreement herein contained. It is understood that the Union shall have the right to compromise claims which may arise under this save-harmless clause.
- (G) The Union in all cases of mandatory Representation Fee Deduction (R.F.D.) pursuant to MCLA 408.477; MSA 17.277(7) shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance, shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the employee fails to remit the R.F.D. or authorize deduction for same, the Association may request the Board to make the deduction. The Board, upon receipt of the request for an involuntary deduction, shall provide the employee with an opportunity for a due-process hearing limited to the question of whether or not the employee has remitted the fee to the Union or authorized payroll deduction for same.
- (H) If the employee in question denies that he/she has failed to pay the fee, then he/she may request, and shall receive, a hearing before the Board limited to the question of whether he/she failed to pay the Representation Service Fee.
- (I) Present employees who are members of the Local Union on the effective date of this agreement and others who may subsequently join the bargaining unit and become members of the Union shall remain members of the Local Union in good standing as a condition of continued employment.

3. UNION DUES:

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her pay check on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made. The International Brotherhood of Teamsters shall reimburse the Employer annually for the

Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

4. PROBATIONARY EMPLOYEES

A new employee shall work under the provisions of this Agreement but shall be employed only on a sixty (60) day trial basis, during which period he/she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discrimination against Union members. After (60) days, the employee shall be placed on a regular seniority list. Employees who have successfully completed the 60-day probationary period will be considered substitute drivers and shall be paid at the rate of Ten (\$10.00) Dollars an hour for a period of one work year or until, by virtue of seniority, the employee becomes a permanent driver. At the point of becoming a permanent driver or having completed one full year as a substitute, the employee will be moved to the base rate as provided in Article 14 of this Contract.

5. UNION JURISDICTION

The Employer agrees to respect the jurisdiction of the Union regarding the assignment of members of the Unit to drive regular, field and special trips whenever school-owned transportation vehicles are utilized except that qualified employees other than members of the Unit may drive if no member of the unit is available and desires to drive. All available school-owned transportation vehicles will be utilized before subcontracting transportation of pupils, except that during the life of this Agreement the Employer may utilize another carrier (other than school buses), which in its judgment is necessitated by unique circumstances, on no more than five (5) trips each year. Further, the Employer shall notify the Union of the use of said carrier at least five (5) days in advance of any such trip.

The High school leased vehicle, commonly known as the van or suburban, when used to transport more than six (6) high school students to regularly scheduled activities, or activities known or should be known to occur eight days prior to the activity, shall be trip-listed and bid by the drivers as part of the field trip and/or athletic trip schedules of the high school. The Board of education reserves the right to discontinue lease or use of such vehicle at its sole discretion.

The High School vehicle known as the suburban will be parked in the Service Center bus lot. If it is not parked in the lot then the number of students allotted in Article 5, second paragraph will be 5 instead of 6.

6. SUBCONTRACTING:

The Employer agrees that no transportation of pupils of the District shall be performed or assigned to any party or parties other than members of the bargaining unit except as provided in paragraph five (5) above, unless by written consent of the Union during the effective dates of the contract.

7. EXTRA CONTRACT AGREEMENTS:

The employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours, or working conditions of said employees or any individual employee, or which in any way may be considered a proper subject for collective bargaining.

8. SENIORITY

Strict seniority shall prevail in the layoff and rehiring of employees. In reducing the work force because of lack of work or other legitimate causes, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. It is understood that an employee must be able to perform the work available to qualify him/her for recall. The employer agrees to post a list of the employees in the bargaining unit arranged in order of their seniority. This list shall be posted in a conspicuous place at the place of employment. Seniority shall be broken only by discharge, voluntary quit or layoff of a period of more than two (2) years. In the event of a layoff, the employee so laid-off shall be given two (2) weeks notice of recall to work, mailed to his/her last known address. In the event the employee fails to make himself/herself available for work at the end or said two (2) weeks, he/she shall lose all seniority rights

under this Agreement. Stewards shall be granted superseniority for layoff and rehire however, he/she must be able to perform the work.

9. DISCIPLINE OR DISCHARGE:

(A) The Employer agrees not to discipline or discharge an employee without just cause. Whenever an employee's conduct or performance is such that the Employer believes disciplinary action may be necessary the employer shall, if appropriate, warn the employee in writing and give said employee an opportunity to make suitable corrections prior to taking disciplinary action. Discipline or discharge may result if an employee:

- (1) is insubordinate--refuses to do the work assigned to him/her effectively and cheerfully.
- (2) conducts himself/herself in a manner unbecoming of a school employee, such as drinking, cursing pupils or employees, being unkempt, stealing, etc.
- (3) is disrespectful to himself/herself, his/her coworkers, supervisors, or the school system.
- (4) lacks sufficient competence in his/her work assignment to enable him/her to do the work satisfactorily.
- (5) Cannot, for reason of poor health, or lack of physical fitness, perform his/her work satisfactorily.
- (6) is convicted of any felony or circuit court misdemeanor and/or is convicted of any misdemeanor involving moral turpitude or theft, drug conviction (will treat on a case by case basis), conversion, embezzlement, intentional destruction or damage of property of the employer.

(B) The Employers shall notify, in writing, the Employee involved and a Steward of any warning, disciplinary action, or discharge. If either the Employee or the Steward considers the discipline or discharge to be improper, a review with the Employer may be requested within two (2) days after the disciplinary action. The Employer shall reply within two (2) days

after receipt of the request. If the Union is not satisfied with the decision and the explanation given by the Employer's representative at the review, it may process its complaint through the grievance procedure.

- (C) A record of all disciplinary actions shall be placed in the employee's personnel file. If the recorded action could be construed as detrimental to the Employee's future promotion, transfer, present or future employment, and after a period of two (2) years there have been no recurrences of unsatisfactory conduct for which disciplinary action is taken, the record of the disciplinary action shall be removed from the file. All employee's records, other than those of a confidential nature, may be reviewed by the employee upon request, provided that the number of such requests is three (3) or less per year.

Nothing contained herein shall prohibit the parties from mutually agreeing to extend the above stated two (2) year period. Any such extension shall be in writing and state the action taken and length of time the record will be maintained. The Agreement shall be signed by the employee, Union and Employer.

- (D) Whenever an employee is discharged or suspended he/she shall have the right to meet with a Steward prior to leaving the school grounds.

10. GRIEVANCE PROCEDURE

It is mutually agreed that all grievance disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strike, tie-ups of equipment, slow down, walk-outs or any other cessation of work or lockouts. There shall be no legal proceeding of any kind before all means of settlement provided herein are exhausted.

An employee with a grievance shall report same to his/her supervisor within thirty (30) days of the alleged infraction. No action shall be required of the Employer concerning any grievance not reported within the time limit.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. In the event that any grievance cannot be settled in this manner the question may be submitted by either party to settle such promptly with the following steps:

Step Number One. By conference between the aggrieved Employee, the shop Steward, or both, and the Supervisor.

Step Number Two. If the disposition of the grievance in Step One is not satisfactory to the aggrieved Employee, he/she shall then prepare the grievance report form and submit it to his/her supervisor. The supervisor shall write a disposition on the grievance form and submit it to the Superintendent or his/her designee, who shall then arrange for a conference between the Shop Steward, Business Agent of the Union, and the Superintendent or the Superintendent's designee.

Step Number Three. In the event that the disposition given in Step Number Two is not satisfactory to the Union or to the aggrieved Employee, a conference shall be scheduled between an official or officials of the Union and a committee of the Board of Education.

The Board of Education shall give their decision, in writing, relative to the grievance within seven working days following the Board of Education's regularly scheduled monthly public action session. In no event will such decision be later than thirty-one (31) calendar days after the Board receives the grievance.

Step Number Four. If the official or officials of the Union and the aggrieved employee are not satisfied with the disposition given in step Number Three, or if no decision has been rendered within thirty-one (31) calendar days after the aggrieved Employee first met with the committee of the Board of Education, he/she may within five (5) working days after a decision by the Board, or fifteen (15) working days after the Board of Education's regularly monthly public action session, whichever is sooner, request in writing that the Union submit his/her grievance to Arbitration, if the Agreement provides that the grievance is one which may go to Arbitration. If the Union determines that the grievance is meritorious, that it involves the interpretation, meaning, or application of any of the provisions of this Agreement, and that submitting it to arbitration is in the best interest of the East Lansing School System or the Union, it may by written notice to the Board submit the grievance to Arbitration.

Grievances which do not involve the interpretation, meaning, or application of any of the provisions of the Agreement may be processed through Step Three, but shall not be arbitrable.

Either party may demand arbitration. The Board of Arbitration shall consist of one person appointed by the Union and one person appointed by the Employer. In case the two members cannot settle the dispute, a third member shall be

chosen by the two members, so selected from a list which either party may submit to the other, said list to contain the names of responsible citizens, any of whom shall be capable of handling an arbitration. The parties shall select one (1) individual from the lists and that person shall act as the third member of the Board of Arbitration. The third member so selected shall act as Chairperson of the Arbitration Board.

The Arbitration Board, as herein provided, shall be selected within ten (10) days after the request for arbitration is made. If the representatives of the parties cannot settle the dispute and cannot agree upon the selection of a third person within fifteen (15) days of their appointment, as herein provided, the third person shall be selected from a list of qualified Arbitrators designated by the Michigan Employment Relations Commission and in accordance with its procedures.

A majority decision of the Board of Arbitration shall be rendered without undue delay and shall be final and binding on both parties.

The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement.

The cost of the Arbitrator's fee shall be shared equally between the Union and the Board of Education.

11. HOURS OF EMPLOYMENT:

Prior to the opening of the school year, all routes will be available for bidding on a seniority basis, provided the driver meets qualifications.

Drivers will be notified by the third Friday in June, of the two week period in which job bidding and group posting will take place. Then a letter will be sent to the drivers, via first class mail, five calendar days prior to the actual scheduled date informing the drivers of the group posting and the job bidding dates.

To be eligible a written bid must be furnished to the Deputy Superintendent for Administrative Services on the job bidding date. Failure to do so as specified forfeits the seniority bidding procedure. The driver who bids on and accepts a route is not eligible to bid on any more runs for the balance of the school year unless such bid is eliminated. The driver affected by the route elimination shall be placed in a miscellaneous category and may take such trips that are not regular runs. If a driver will be laid off through route elimination, then all routes shall be subject to rebidding.

After bus routes have been established, additional stops shall not be added until first consulting the driver affected.

Bus drivers will be assigned by the Employer to a regular route and shall be expected to check in for driving in sufficient time to safety check the vehicle and be sure that it is ready for service prior to beginning each run or set of runs. The driver shall be considered in a working status while: performing the safety checks noted above; driving on a regular or special run; waiting for the return run of a field trip or special trip; or during such other periods as the Employer shall designate.

One-half hour per day paid time will be added to route time for required safety checks.

When drivers are transporting students and required to stay, such driver shall be guaranteed eight (8) hours each day. Time and one half (1 1/2) shall be paid for all work performed after eight hours. The expense of a separate room and meals shall be borne by the Board.

Eight (8) hours shall constitute a work day and five (5) days shall constitute a work week commencing Monday a.m. through Friday p.m.

Employees shall receive time and one-half (1 1/2) the regular established rate per hour for all work performed in excess of eight (8) hours per day or forty (40) hours per week. A holiday will be treated as a day worked for the purposes of this section.

Employees who are required to work on holidays for which they would receive their regular holiday pay shall be paid in addition to the regular pay an amount equal to the product of the hours worked at one and one-half (1 1/2) their regular hourly rate.

Employees shall receive double the regular established rate per hour for all work performed on Sunday.

All employees shall have a reporting time for duty which shall be designated at the end of the preceding day by the Employer.

There shall be no guaranteed minimum number of hours of employment per day or per week, except that on one-half (1/2) days of school employees shall receive their normal hours' pay for that day. However, no more than ten (10) days shall be paid for in any one school year. When schools are closed due to inclement weather or other emergencies, drivers shall be paid their regular daily rate for

that day.

Drivers shall be paid for all time spent in conferences called by management.

The late bus runs will be rotated by seniority weekly. Drivers will be expected to fulfill their responsibilities and accept their turn. Exceptions may be granted only when the drivers find their own substitutes from the East Lansing driver certified staff; otherwise, the driver must take his/her turn.

Late runs will be no less than one (1) hour's pay.

All other absences from work whether bid run or summer trip, or other trips, must be reported to and approved by the Deputy Superintendent for Administrative Services.

Extra trips, other than late bus runs, will be posted every Friday morning. Trips will be picked according to seniority. Drivers not available to pick shall be called and given the choice of the remaining trips.

There shall be no trading of runs or trips.

12. STEWARDS:

The Employer recognizes the right of the Union to designate a Job steward and an alternate to handle such Union business as may from time to time be delegated to them by the Union. Job Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business in violation of the Agreement or any action in violation of law. The Employer recognizes this limitation upon the authority of Job Stewards and their alternates. The Employer, in so recognizing such limitations, shall have the authority to render proper discipline including discharge without recourse, to such Job Steward or their alternate if he/she be an employee, in the event the Job Steward or alternate has taken unauthorized strike action, slow-down, or work stoppage in violation of this Agreement. A Job Steward shall be an employee of the Employer.

The Job Steward shall be permitted reasonable time to present and process grievances on company property without loss of time or pay during their regular work hours and not to exceed fifty (50) hours per year.

13. PAY:

All employees of the bargaining unit shall be paid for their regular and special runs biweekly on pay dates established for the district as a

whole.

14. BUS DRIVERS' SALARY SCHEDULE BASE RATES (minimum hourly rates).

Base Rates:

July 1, 1990	\$11.45
July 1, 1991	\$11.75
July 1, 1992	\$12.00

The Board agrees to pay the legally specified contribution to the Michigan Public School Employees Retirement Fund on the gross wages for each employee covered by this Agreement.

LONGEVITY:

- (a) 4 years through 7 years, 4% of the current hourly rate
- (b) 8 years through 10 years, 6% of the current hourly rate
- (c) 11 years through 13 years, 8% of the current hourly rate
- (d) 14 through 16 years, 10% of the current hourly rate
- (e) 17 through 20 years, 13% of the current hourly rate
- (f) 21 years and over, 15% of the current hourly rate

Longevity shall be calculated beginning on the first work day following the 60-day probationary period.

COST OF LIVING

All employees covered by his Agreement shall be covered by the provisions for cost-of-living allowance as set forth in this Article.

A cost-of-living allowance shall be added to each employee's basic straight time rate. The cost-of-living allowance shall be the same number of cents per hour for each employee and shall be folded into the base rate.

The cost-of-living allowance shall be determined in accordance with upward or downward changes in the U.S. Bureau of Labor Statistics "All Cities" Consumer

Price index (1967=100). Any variations in such index of five-tenths (0.5) of a point as reported by the BLS shall add or subtract one cent (\$.01) for each five-tenths (0.5) of a point variation.

EFFECTIVE DATE OF ADJUSTMENT: BASED ON A CPI OF

First payroll period beginning on or after:

July 1, 1990	November 1989 to May 1990
January 1, 1991	May 1990 to November 1990
July 1, 1991	November 1990 to May 1991
January 1, 1992	May 1991 to November 1991
July 1, 1992	November 1991 to May 1992
January 1, 1993	May 1992 to November 1992

In the event that the Bureau of Labor Statistics shall not issue the appropriate Index on or before the beginning of one of the pay periods referred to in the table above, any adjustment in the allowance required by such Index shall be effective at the beginning of the first pay period after receipt of such index. No adjustments, retroactive or otherwise, shall be made in the amount of the cost of living allowance due to any revision which later may be made in the published figures for the Index for any month of the basis of which the allowance has been determined.

A decline in the Index shall not result in a reduction of the base rate. The maximum net change, up or down, in the cost-of-living allowance shall not exceed five (5) cents per hour over any adjustment period.

Any previous cost-of-living adjustments have been folded into the base rate of pay, for 1990-91.

14A INSURANCE:

The District shall provide a \$10,000 term group life insurance plan for each driver.

The Board shall pay full family cost for either Blue Cross- Blue Shield MVF Master Medical Option 4, including the FAE- rider, the ML-rider, and \$2.00 co-pay prescription drug program (or equivalent coverage) or existing Health Central (or equivalent coverage).

The Board shall pay the full family cost of the Delta Dental Insurance Plan of 75% Class I benefits and 75% Class II benefits (or equivalent coverage).

Employees who choose not to participate in Health Insurance Plans provided by the Board may have the option of an annuity which will equal the monthly cost of a single subscriber rate paid to the insurance carrier. Employees who select the annuity option shall be allowed to immediately enroll, according to carrier restrictions, in a Hospitalization plan if they are no longer insured under their spouse's plan or at the open enrollment period.

15. SICK LEAVE:

All members covered by this Agreement shall be granted one (1) sick leave day per month based upon the Employee's regular hours of work not to exceed twelve (12) days per year with unlimited accumulation. An employee on sick leave will be deemed to be on continued employment for the purpose of computing benefits. Probationary employees will not be granted sick leave. Employees upon qualifying for regular driver status, will be granted sick leave in accordance with the provisions outlined above retroactive to the day of employment.

Sick leave shall be granted when:

- A. The employee is incapacitated from the performance of the employee's duties due to illness, pregnancy, or disability.
- B. An illness in the immediate family (immediate family shall include the employee's spouse, children, parents, legal guardian or ward, mother-in-law, father-in-law, stepparents, or grandparents) requires the employee's presence, for a maximum of ten (10) days per year. When a critical illness in the immediate family requires the attendance of the employee, the Superintendent or Superintendent's designee may grant use of sick leave allowance up to the amount accumulated by the employee.

15A TERMINAL LEAVE:

An employee who voluntarily separates from the East Lansing School District after serving on the seniority list as indicated below shall be paid his/her unused sick leave according to the following schedule at the full daily rate of pay.

<u>Seniority</u>	<u>Maximum Allowable</u>
Begin 6 years through 10 years	\$ 3,000
Begin 11 years through 15 years	\$ 3,500
Begin 16 years through 19 years	\$ 4,000
Begin 20 years and more	\$ 4,500

16. LEAVE OF ABSENCE:

- (A) Leaves of absence without pay for periods not to exceed (2) years or a period equal to the employee's seniority, whichever is the lesser, will be granted without loss of seniority for:
1. Serving in any elected position (public or union).
 2. Parental leave.
 3. Illness, physical or mental.
 4. Adoption.
- (B) Leave of absence with pay will be granted not to exceed three (3) working days for death in the immediate family, herein defined to include spouse, children, mother, father, brother, sister, and corresponding in-laws, grandparents, step parents, step brother, step sisters or a member of the employee's household. Additional leave chargeable to the employee's sick leave may be granted upon request.
- (C) Drivers shall be granted two (2) personal leave days, with pay, each year.

17. EQUIPMENT, ACCIDENTS AND REPORTS:

- (A) The employer shall not require employees to operate a vehicle which is not in safe operating condition or equipped with safety appliances described by law. Employees shall report all defects of equipment which could affect the safe operation of the vehicle immediately or at the end of their day, as appropriate. Such reports shall be made on a suitable form furnished by the Employer, shall be made in multiple copies, one copy to be retained by the employee.
- (B) An employee involved in an accident shall to the extent that he/she is able:
- (1) Continue to protect the lives of the pupils and other passengers, if any, on the bus.
 - (2) Cooperate fully with law enforcement officials, medical personnel and others as appropriate in providing such information and assistance as they may require.

- (3) Report to his/her supervisor such information as he/she shall require, including the names and addresses of witnesses.

Failure to comply with this provision may subject an employee to disciplinary action by the employer.

- (C) The Employer agrees that they will not require or assign an employee to any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute, court order, or governmental regulation relating to safety of persons or equipment.

18. WORKER'S COMPENSATION:

Each employee will be covered by the applicable Worker's Compensation Laws and the Employer further agrees to pay the injured employee the difference between his/her regular weekly income based on forty (40) hours or on the employee's normal work week if less than forty (40) hours, and the amount to which he/she is entitled under the provisions of the Worker's compensation Law for a period of up to one (1) year. Beyond one (1) year such payments would be charged against sick leave on a pro-rata basis computed on the relationship of the differential pay to his/her regular weekly pay until the sick leave is exhausted.

19. MILITARY SERVICE:

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

20. VACATIONS

All employees on the seniority list of the Employer for a period of ten (10) months shall receive one (1) week's vacation with pay.

The vacation pay shall be computed on the basis of three percent (3%) of the annual earnings of employees for said twelve (12) month period and a like amount for each additional week's vacation. Only regular employees on the seniority list shall be

eligible for vacation pay.

If an employee takes his/her vacation during a week in which one of the ten (10) specific holidays occurs, he/she shall be entitled to holiday pay in addition to his/her vacation pay.

21. CALL TIME:

Any regular or substitute driver called in, by the Employer, to substitute for another driver shall be paid the actual time worked with a minimum pay per call-in of two hours.

22. HOLIDAYS:

The following named holidays shall be paid for at the rate of each employee's regular hours' pay for the holiday in addition to any moneys the employee may earn on such holidays:

NEW YEAR'S EVE, NEW YEAR'S DAY, NATIONAL PRESIDENTS' DAY, MEMORIAL DAY, LABOR DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING, CHRISTMAS EVE, CHRISTMAS DAY, GOOD FRIDAY AND JULY 4 FOR DRIVERS WORKING DURING THE SUMMER.

Employees who are serving their sixty (60) day probationary period are not entitled to holiday pay for holidays falling within such probationary period. If a holiday falls within the vacation period of a regular employee, he/she shall receive pay for such holiday in addition to his/her vacation pay. If any holiday falls within the thirty (30) day period following an employee's layoff due to lack of work, and such employee is also recalled to work during the same thirty (30) period but did not receive any holiday pay, then in such case he/she shall receive an extra day's pay for each holiday, in the week in which he/she returns to work. Said extra day's pay shall be equivalent to each employee's regular hours at the straight-time hourly rate specified in this contract. An employee who is laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his/her return. Under no circumstances shall the extra pay referred to herein be considered as hours worked for weekly overtime.

Substitute drivers working at least twenty (20) working days during the thirty (30) work day period preceding a paid holiday will be entitled to holiday for a six and one-half (6 1/2) hour day.

23. LUNCH HOUR TRIPS:

When a driver is required to take a trip outside of an area of ten (10) miles (one way) of the East Lansing School District and/or spend his/her meal periods on duty, such employee shall be paid at the beginning of such trips \$7.50 for lunch and \$10.00 for dinner and \$5.00 for breakfast, on field trips only, when trips begin prior to 7:30 a.m., and only when required to buy his/her own meals. (Receipts from the restaurant or food establishment for purchased food shall be furnished). The above provision shall apply only when said driver does not have thirty (30) minute unassigned work period within the boundaries of the East Lansing School District between the hours of 11 a.m. and 1 p.m. and between 5 p.m. and 7 p.m. In the event that the reimbursement for meals referenced in Administrative Regulation 4133A, IIA, is increased during the period of this Agreement the amount referenced above will increase accordingly.

24. PHYSICALS:

Complete annual physical including laboratory fees shall be paid by Board.

25. Coats and gloves shall be furnished by the Board.

26. CHANGE AND TERMINATION:

(A) This Agreement shall remain in full force and effect until the first day of July, 1993, and thereafter shall be renewed from year to year unless either party hereto shall notify the other party, in writing, at least sixty (60) days prior to any anniversary date of this Agreement of its desire to change in any way or to terminate this Agreement, except as provided in (B) of this Article. Such written notice shall be sent by registered or certified mail to the other party.

(B) It is understood and agreed between the parties that the provisions contained in this Agreement may be reopened for negotiations between the parties July 1, 1993, provided that the party desiring to reopen serves notice in writing upon the other party at least sixty (60) days prior to July 1, 1993. If no such notice is given, this Agreement shall continue from year to year. In the event the parties cannot agree upon the requested revisions the Union shall have the right to all legal recourse in support of its demands, notwithstanding any provision of this contract to the contrary.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this First day of July, 1990.

EMPLOYER

BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE
CITY OF EAST LANSING

Margaret-Ann Griffith
President

Ethelyn M. Hoffmeyer
Secretary

UNION

LOCAL UNION NO. 580 AFFILIATED
WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA.

[Signature]
Union

[Signature]
Union

Union



