

1232

6/30/97

AGREEMENT
BETWEEN

BOARD OF EDUCATION
ESCANABA AREA
PUBLIC SCHOOLS
AND
TEAMSTERS LOCAL 328

JULY 1, 1994
THROUGH
JUNE 30, 1997

Escanaba Area Public Schools

10/10/10

10/10/10

REPRODUCED FROM THE
NATIONAL ARCHIVES
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A G R E E M E N T

THIS AGREEMENT, effective July 1, 1994, is by and between the BOARD OF EDUCATION, ESCANABA AREA PUBLIC SCHOOLS, Escanaba, Michigan, hereinafter called the "Employer", and TEAMSTER UNION LOCAL NO. 328, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called the "Union".

The parties pledge themselves to cooperate fully to the end that harmonious relations may be maintained at all times and to promote efficient operation of the various divisions. The parties further agree to promote safety, cleanliness and to cooperate fully in personnel and public relations.

ARTICLE ONE

TERM, MODIFICATION AND TERMINATION

- (a) This Agreement shall be in effect July 1, 1994, and shall remain in effect until June 30, 1997 inclusive and from year to year thereafter.
- (b) If either party shall desire to change, modify or terminate this Agreement, it shall give written notice of such desire to the other party at least sixty (60) days prior to the expiration date.
- (c) The giving of notice in Article One, item (b) shall constitute an obligation upon both parties to negotiate in good faith all questions at issue with the intent of reaching an agreement prior to the anniversary date.

ARTICLE TWO

RECOGNITION

(a) The Employer agrees to recognize the Teamsters Union Local No. 328 as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, monthly and weekly and daily hours of work and working conditions for all employees covered by the following classifications.

- (b) The Employees shall be classified into four divisions as follows:

- DIVISION I - Custodians and Maintenance
- DIVISION II - Cooks Manager, Cooks, Assistant Cooks,
 Bakers and Assistant Bakers
- DIVISION III - Secretaries, Clerks and Bookkeepers
- DIVISION IV - Drivers, Mechanics and Mechanic Helper

(c) Recognition will be extended to all full and part-time employees, but not to casual employees. Casual employees shall be defined as employees who have no regular schedule, and have no set number of hours. Part-time employees will be defined as those employees who have a regular schedule of hours, even though there may be variation in the number of hours scheduled.

(Example: An on-call employee would be a casual employee if the function of that job was to fill in as needed, and the employee was not regularly scheduled on their own hours, only fill-in time.)

(Example: A part-time employee may work only a few regularly scheduled hours each day, but the fact that that employee would also fill in for more hours occasionally would not make that employee a casual employee. The difference would be the regularly scheduled, consistent hours.)

(d) The rate for casual employees will be established by the employer.

(e) The school system retains the right to utilize the summer youth programs and other grant programs as long as permanent employees are not displaced.

ARTICLE THREE

MANAGEMENT

(a) The Union agrees that the Employer is vested exclusively with the management of the Escanaba Area Public Schools.

ARTICLE FOUR

HEALTH

(a) The Employer may at any time require a medical examination (Yearly for all Drivers and Cooks) if such appears advisable. Such examination is to be made by a physician, designated and paid for by the Employer.

(b) The cost of Hepatitis B vaccination, if required, shall be paid by the Employer.

ARTICLE FIVE

SENIORITY

(a) The parties recognize that job opportunity security should increase in proportion to length of service and ability to perform the work. It is agreed therefore, that in all cases of promotion, demotion, transfer, recall and layoff, the following shall be considered:

1. Seniority within division of job opening, and then other union member.....if the individual meets job qualifications in the judgement of the Employer. This would be subject to the grievance procedure if a dispute arises.

2. Administer tests that are appropriate to determine one's ability to do the work.
3. Physical fitness for the work.

(b) In the event of a dispute relative to Item (2) above in the case of any employee, a trial period of thirty (30) working days shall be granted if requested. This request is to be made by the individual. The question of ability and fitness for the work shall be determined by the Employer at the end of such trial period.

When a job in the bargaining unit is vacated, that the Board wishes to fill, the position must be posted within five (5) days and remain posted for a period of five (5) days so all eligible employees may have an opportunity to bid.

When a job in the bargaining unit is temporarily open because of extended illness, approved leave time or suspension, etc., that the Board wishes to fill, the job need not be posted until the regular employee is absent for a period of thirty (30) working days.

(c) These three (3) positions, Maintenance, Bookkeeper and Accounts Payable shall be awarded to employees who have demonstrated their ability in the past to perform the assigned task they are applying for with a minimum amount of training, and who have been tested and/or hold certification of training in their particular field of endeavor.

(d) Seniority shall be broken only by discharge or voluntary quit, or layoff for three (3) years.

(e) There shall be no change in bus driver assignments the first ten (10) school days.

(f) New bus runs shall be offered to senior drivers who will not increase their hours to over forty (40) per week.

(g) Job descriptions shall be developed by the Employer and reviewed by the union and may be revised from time to time if the needs of the district change. The job descriptions will be published and will be made available to the employees.

(h) Seniority shall accrue commencing with the date of regular employment, including the probationary period and part-time employment.

ARTICLE SIX

GRIEVANCES

A grievance is a complaint involving a violation of this contract.

For the purpose of representing the employees effectively within the jurisdiction of this Agreement, grievances shall be submitted in writing and in each case, as may be necessary, the following shall apply:

- STEP 1 - The employee(s), Steward and the Supervisor of his or her Division.

- STEP 2 - The Division Steward, the Superintendent of School or his representative.
- STEP 3 - The Union Representative and the Superintendent of Schools or their representatives.
- STEP 4 - Either party may request the Michigan Employment Relations Commission to assign a mediator to assist in resolving the grievance.
- STEP 5 - Either party may request the Michigan Employment Relations Commission to provide an arbitrator if they cannot agree on an arbitrator themselves. The decision of the arbitrator shall be binding on all parties and each party shall bear one-half (1/2) of the expense of such arbitrator.

A grievance shall be filed within five (5) work days of its occurrence or when it should have reasonably been known and appealed to successive steps within five (5) work days of the decision at that level or it shall be considered waived by the Union.

The School System has an obligation to tender a decision of each successive step by the fifth (5th) work day after receiving notice of appeal in each step of the grievance procedure.

Employees necessary to implement due process in this grievance procedure shall not suffer a loss of pay while attending necessary meetings.

ARTICLE SEVEN

NEW EMPLOYEES

(a) A new employee working under the provisions of this Agreement shall be employed on a sixty (60) calendar day probationary period, during which time he/she can be discharged without recourse. During the first thirty (30) days of this probationary period, none of the benefits of Article Thirteen shall apply; however, if the employee is retained beyond the sixty (60) calendar day period, he/she shall be placed on the regular seniority list from his/her first day of hire.

(b) All employees hired after July 1, 1980, will receive prorated Vacation, Sick Leave and Insurance Protection; i.e., work nine (9) months and receive nine-twelfths (9/12) of schedule. (See Articles referring to Vacation, Sick Leave, Personal Leave and Insurance benefits for specifics).

(c) In the first fiscal year of regular employment, all benefits for which an employee is eligible - including but not limited to - sick leave, personal leave, medical insurance, dental insurance, vision insurance, life insurance and vacation time will be prorated to June 30 in the fiscal year of hire on the basis of the number of days worked by the employee in that year in relation to the number of regularly scheduled work days for other employees in comparable positions.

ARTICLE EIGHT

LAYOFFS

(a) In the event of a reduction in force in any of the Divisions as defined in Article Two, the employee with the least seniority in that Division will be the first to be laid off, regardless of his or her position.

(b) When vacancies occur, recall will be to the employee's former position or a classification to which the employee is qualified, WITHIN HIS/HER DIVISION, in accordance with the ARTICLE 5 provisions detailed above and the employee's seniority within the Division. Employees should be notified of recall by letter and should have (14) fourteen days to respond. If he/she does not respond by that time, he/she shall be considered resigned.

(c) Layoff or job termination - A two (2) week notice shall be given by the Employer to all regular employees in question. The employee shall also give a two (2) week notice to the Employer when he or she is thinking of leaving.

(d) Employees permanently laid off (this does not apply to employees discharged for cause) shall be remunerated at 75% of their regular rate of pay for their accumulated sick leave. Request for remuneration shall be made by the employee in writing and presented to the business office. Upon receipt of this payment, the employee shall be considered to have terminated his/her employment.

(e) Any laid off employee shall retain their seniority rights for two (2) years.

ARTICLE NINE

TEMPORARY EMPLOYEES AND POSTING

(a) The parties recognize that it is necessary to employ temporary workers at times. When this occurs, regular employees, especially during school vacations, shall be the first called, providing they are able to perform the work.

(b) School year employees hired under this article will receive the hourly rate as shown and receive holidays and sick leave benefits falling during such period of employment. However, they shall not receive vacation time.

Hourly rate - \$6.90 per hour

ARTICLE TEN

DISCIPLINE/DISCHARGE

An employee discharged or suspended after the probationary period, who considers such action without good cause, shall present a grievance within five (5) work days of such action as provided in Article Six. Any discharge or suspension not protested within five (5) work days shall be considered final.

No employee shall be disciplined (including warnings, reprimands, suspensions, reduction in rank, discharged, or other actions of a disciplinary nature) without just cause. Discipline of personnel under the provisions of this Agreement will be conducted in accordance with the basic concepts of due process. Any such discipline shall be progressive in nature except in cases such as theft, possession of drugs or intoxicants, serious misconduct, and reckless disregard of self or others while on duty. A copy of the written disciplinary action given the employee will be given the Union. Any complaint made against an employee shall be promptly called to his/her attention and a corrective procedure given to the employee.

A written notice of reprimand shall remain on an employee's record for no more than two (2) years from date of issue provided that the specific conduct which warranted the reprimand has not been repeated.

The Union will receive copies of any disciplinary action against their members.

ARTICLE ELEVEN

TRANSFERS

An employee temporarily transferred to a higher rated position in an emergency, such as for sickness, vacations, etc., shall receive the higher rate of pay of his same step of the higher classification, and if transferred to a lower rated position, for the convenience of the Employer, shall receive his or her regular pay.

ARTICLE TWELVE

OVERTIME

(a) Any employee working in excess of eight (8) hours in any twenty-four (24) hour period, shall be paid at the rate of time and one-half (1-1/2) the regular rate of pay for such excess time.

(b) Hours worked on Sundays and legal holidays shall be paid double (2X) the hourly rate of pay.

(c) No overtime shall be allowed unless given approval by the Supervisor or Principal of that building.

(d) For Division IV, district trips, see salary schedule. Item (a) above does not apply until an employee has worked more than forty (40) hours in one week.

(e) Employees called to report in for duty in an emergency when off duty, shall be paid not less than two (2) hours at the prevailing rate.

ARTICLE THIRTEEN

HOLIDAYS

Regular employees, shall be paid at their regular rate for the following days according to their division.

(a) Local conference days shall not be considered legal holidays, and pay will be allowed only when a conference or work session is attended.

(b) Division I, II and III: One (1) day set aside by the school calendar for the opening of deer season will be a paid holiday.

(c) Division I and Full Year Employees of Division III: Fourth of July, Labor Day, Thanksgiving Day and the day following, Good Friday, Memorial Day, the work day preceding Christmas Day, Christmas Day, the work day preceding New Years Day, New Years Day, or days celebrated therefore.

(d) Division II and School-Year Employees of Division III: Labor Day, Thanksgiving Day, and the day following, Good Friday, Memorial Day, or days celebrated therefore. (Employees deprived of Labor Day because of a late school start will receive that day as a paid holiday).

ARTICLE FOURTEEN

VACATIONS

Employees shall be entitled to vacation at their regular rate of pay and shall receive payment for each week of vacation in an amount equal to their earnings received for a regular week of work, with the exception of Bus Drivers. (See Article Twenty-Nine, Section C, Paragraph 7)

School Year Employees - Division I, II, III

One thru ten years.....10 days
Eleven thru twenty years.....15 days
Over twenty years.....20 days

Full Year Employees - Divisions I, III, & IV - Mechanic & Mechanic Helper Only

One thru ten years.....13 days
Eleven thru twenty years.....18 days
Over twenty years.....23 days

Employees hired 7/1/80 or later & working school year only

One thru ten years.....7½ days
Eleven thru twenty years.....11 days
Over twenty years.....15 days

The normal maximum vacation carryover will be five (5) days unless permission is obtained from the immediate supervisor. Permission will be granted only for special circumstances. (Vacation now on the books in excess of five (5) days can be taken over the next three years.)

Schedules shall be established by the Employer and shall take into consideration the requests of the employees. Vacation days can be taken consecutively.

ARTICLE FIFTEEN

SICK LEAVE

(a) Employees shall be granted ten (10) days of sick leave each year for the first two years of regular, full-time employment; fifteen (15) days each year for subsequent years of employment, such days to accumulate to 110 days; the maximum available in any one year 125 days.

(b) Employees hired July 1, 1980, or later and working school year only shall be granted seven and one-half (7½) days of sick leave each year for the first two years of employment; eleven (11) days each year for subsequent years of employment, such days to accumulate to 82½ days; the maximum available in any one year, 94 days.

(c) The Employer may require a doctor's certificate covering any illness.

(d) In the case of an extended illness or disability of an employee extending beyond accumulated sick leave, the employee shall be granted a six (6) month sick leave without pay beyond the accumulated sick leave period, with an additional six (6) month period of sick leave without pay to be granted if the employee presents a doctor's certificate indicating the employee should be able to return to work within the six month period, with still an additional two (2) year period of sick leave without pay to be granted.

ARTICLE SIXTEEN

ABSENCE

Employees shall be allowed to absent themselves, with pay, for the following reasons:

(a) Use of sick leave for personal illness or death will be granted for husband, wife, children, parents, grandparents, grandchildren, or live-in relatives. In addition, sick leave will be allowed for death of the following relatives: son-in-law, daughter-in-law, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, step-mother and step-father.

(b) In addition to the prescribed sick leave, each employee shall be allowed an additional two days per year for personal business - namely; for death or sickness of more distant relatives not listed above and of friends, for religious observances, or time necessary to conduct other personal affairs impossible to handle outside normal working hours; an additional two (2) days per year shall be allowed if necessary for personal business but said days are to be deducted from sick leave.

Employees hired July 1, 1980, or later, working school year only, will be granted one and one-half (1½) personal leave days per year with an additional one and one-half days per year to be granted if necessary and to be deducted from sick leave.

A brief reason for absence must be given for all personal leave day requests. Such personal business leave not to be accumulative.

Such personal business leave must be applied for on forms to be forwarded to the business office for approval of the Business Manager. In the event of an emergency, notify your Supervisor.

(c) When required by legal authority to appear in a court of law (other than personal). When on jury duty the Employer shall pay the difference between juror's pay and regular rate of employee. Such days shall not be deductible from sick leave accumulations.

(d) Employees working snow days shall be given compensatory (time off) credit. Such time off must be taken in the fiscal year earned.

(e) Personal Leave Time (Dock Time): Employee leave time is defined as any day during the working year of the employee that she/he is not present for duty when she/he is scheduled to work unless that time is covered by sick leave, personal leave, vacation time or holidays. All dock time will be calculated in whole day units.

Leave time will be considered only under the following conditions:

1. A written request for leave time must be submitted by the employee to his/her supervisor.
2. Leave time must have the written approval of the supervisor.
3. The employee is to be docked salary for all time she/he is absent from work.
4. All fringe benefits are to be docked or paid for by the employee in direct proportion to the days worked in his/her working year.
5. Personal Leave or Dock Time of thirty (3) days or less each school year shall not result in a loss of seniority.
6. Use of dock time in excess of ten (10) days will result in employee being billed for fringe benefits. Employer will not allow use of dock time except in the event of extreme emergency.
7. Unused personal leave days will be paid at the rate of one-half of normal daily rate, not to exceed \$20.00 per day, for days unused at June 30.

ARTICLE SEVENTEEN

RETIREMENT

The Union and the Employer agree that the guidelines set forth by the Michigan Public School Employee Retirement System will govern all retirements.

The Employer will continue to pay the full cost of the retirement benefit to the Michigan Public School Employees Retirement System.

ARTICLE EIGHTEEN

TERMINAL LEAVE PAYMENTS

A terminal leave payment of seventy-five percent (75%) of the accumulated portion of sick leave based on the regular rate of pay of the employee will be paid upon termination under the following condition:

The employee must have been employed for twenty (20) years in the school district **OR** have attained the age of sixty (60) beginning with the 1995-96 school year **OR** qualify for the 80 option. In either case, the heirs of the employee will be paid in the event of the death of the employee.

Terminal leave payments will not be made to any employee discharged for cause.

Employees planning to terminate their service **must** give written notification of such plans to the business office by March 1st of the year **PREVIOUS** to termination in order to receive seventy-five (75%) of their accumulated sick leave. In the event notice is not given by March 1st, the employee will receive such remuneration within the next twelve month period following his or her termination.

ARTICLE NINETEEN

DISABILITY

An employee who is absent due to an injury which is compensable under Worker's Compensation may use his/her accumulated sick leave on a proportional basis, to supplement the benefit received from Worker's Compensation, such Compensation and sick leave does not exceed the amount of gross income the employee would have received from his/her regular salary amount according to his/her placement on the salary schedule at the time of the injury. The supplement the maximum benefit provided to the employee from Worker's Compensation until the employee's accumulated sick leave is exhausted or the employee is able to return to work, whichever happens first. When sick leave is exhausted, fringe benefits will also cease and become the responsibility of the employee. Any job related injury must be reported immediately to the Business Office on forms available from the immediate supervisor and/or the office of the principal.

ARTICLE TWENTY

HOURS

(a) It is hereby recognized that an eight (8) hour day, five (5) days, forty (40) hours, Monday through Friday, shall constitute a work week. Mechanics may, with approval of the supervisor, work four (4) ten (10) hour days during the summer.

(b) Division III - The work period will be 7 1/2 hours per day, 37-1/2 hours per week, five (5) days per week, Monday through Friday.

(c) Work hours are to be specified in posting of jobs, and should not be split shift unless specified in posting as such. This clause may be waived with approval of employee concerned.

ARTICLE TWENTY-ONE

MILEAGE REIMBURSEMENT

Any school employee using his or her car for school purposes, when authorized by supervisor and/or administrator, shall be remunerated at the prevailing rate.

ARTICLE TWENTY-TWO

NONDISCRIMINATION

No employee will be discriminated against because of his/her membership in the Union or his/her activity as an officer or duly authorized representative thereof. No preferences, privileges or advantages shall be given or extended to any employee because he/she is a member of the Union.

ARTICLE TWENTY-THREE

AMENDMENTS

This Agreement is complete in writing and shall not be amended, changed, altered or qualified except by an instrument in writing duly signed by the parties signatory hereto.

ARTICLE TWENTY-FOUR

STEWARDS

The Union agrees to recognize one steward for each Division. Their duties shall be to present complaints in the presence of the employee to the Supervisor in charge.

The district agrees to provide the Union with copies of any new policies which are approved.

ARTICLE TWENTY-FIVE

LONGEVITY (ALL DIVISIONS)

Recognizing that good employees in the system are a necessity and to reward them for their services, the longevity scale is as follows:

5th through 7th year	-	2%
8th through 11th year	-	3%
12th through 16th year	-	4%
17th through 21st year	-	5%
22nd through 26th year	-	6%
27th year and thereafter	-	7%

Payment of the above is to be made through the regular payroll.

ARTICLE TWENTY-SIX

BONDING

All personnel who handle and bank monies shall be bonded.

ARTICLE TWENTY-SEVEN

MEMBERSHIP

(a) Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

(b) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Union, and this agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

(c) In accordance with the policy set forth under paragraphs (a) and (b) of this Article, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, such payment shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following their date of regular employment.

(d) If any provision of the Article is invalid under Federal Law or the Laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Laws or shall be renegotiated for the purpose of adequate replacement.

(e) Employees with fifteen (15) scheduled hours per week or less will pay minimum dues as assessed by Teamsters Local 328. Initiation fee will be assessed when an employee attains a position in which he/she regularly exceed fifteen (15) hours per week.

(f) Employees working over fifteen (15) hours a week will pay dues and initiation fee on a schedule prescribed by Teamsters Local 328. On the effective date of this Contract, the initiation fee is \$75.00 and the dues are two (2) times the hourly rate rounded to the nearest dollar.

ARTICLE TWENTY-EIGHT

CHECK-OFF OF DUES

(a) The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment) or uniform assessments owing and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount from the first pay check following receipt of statement of certification of the member and remit to the Union in one lump sum.

(b) The Employer shall add to the list submitted by the Union, the names of all new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

(c) Where an employee who is on check-off is not on the payroll during the week which deduction is to be made or who has no earnings, or insufficient earnings during that week or is on a leave of absence, the employee must make arrangements with the Union to pay such dues in advance.

(d) The Employer will recognize authorization for deductions from wages and transmit to the Union or such other organization as the Union may request if mutually agreed to.

(e) The Union shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer or in reliance upon signed authorization cards or lists furnished to the Employer by the Union for the purpose of payroll deduction of dues.

ARTICLE TWENTY-NINE

RULES, CONDUCT AND POLICY

A. DIVISION I - Custodians and Maintenance

(1) For nonprofit functions such as PTO, Scouts, 4-H, etc., a minimum of \$5.00 shall be paid the employee to open and close the building only. If cleaning is required after the meeting, the employee shall be paid at the rate of time and one-half (1-1/2) of his or her regular rate.

(2) For all activities other than those included in Item (1), the overtime rate shall apply. This also applies to other school systems using our facilities such as the renting of the football field.

(3) Remuneration for the above Items (1) and (2) shall be processed through the regular payroll.

(4) Coveralls to be furnished to employees classified as Mechanics, Mechanic's Helpers, and Division I Maintenance classification. Rubber overshoes and coveralls shall be furnished to Division I employees engaged in roofing.

(5) Custodians who set up/take down election equipment shall be compensated \$25.00 for all elections.

B. DIVISION II - Cooks

Cooks who work the "pasty day" fund raiser shall be compensated at 1.5 times their normal rate for hours worked during the fund raising day.

C. DIVISION IV - Drivers, Mechanics and Mechanic's Helper

Noon Hour Trips: Any driver who is assigned a noon hour route shall receive \$1.00 per day extra over and above the regular daily salary.

District Trips: If outside district trip does not exceed \$25.00, a flat fee of \$25.00 shall be paid the driver.

Since the Board must pay the substitute driver, the regular driver foregoes his pay for that portion of his regular run he will miss, when he takes a district trip. In the event a district trip is cancelled, the driver will receive the pay for his regular run.

Additional Compensation: An allowance of one-half ($\frac{1}{2}$) hour per day in addition to the regular driving time shall be made for the purpose of servicing and cleaning the bus, checking gas, oil and tires, mechanical failure, hazardous road conditions, delivery and return of the bus from service trips, daily records and preparation of state mileage maps.

Employees: The employees covered by this policy shall be all regular bus drivers employed by the Board of Education, Escanaba, Michigan, and shall not include any other classification of school employee.

Employment: The candidate must know how to control children. He may be interviewed by the Business Manager or the Superintendent of Schools. The position is to be given to the individual with the best qualifications as to recommendations and physical fitness. He must present a certificate of health, be at least 21 years of age, and a holder of a valid Michigan Chauffeurs license. The Chauffeurs license is to be obtained and kept current by the driver. Renewal licenses are to be paid for by the Board of Education.

Length of Employment: A scheduled year of employment for a regular bus driver shall contain thirty-eight (38) weeks - 195 payable days for employees hired before July 1, 1980, and 192 $\frac{1}{2}$ days for employees hired after that date but can be utilized in 1/3 increments over the school year commencing in 1989-90.

Absence: The regular driver is to notify the bus supervisor, if so employed, of his inability to drive because of illness, death or personal business. Notification as early as possible is desirable so that a substitute driver can be obtained. The obtaining of the substitute shall be the responsibility of the bus supervisor.

Bus Assignment: The assignment of busses to their respective routes will be the responsibility of the bus supervisor, if so employed. New busses will be assigned to routes where most needed. The driver already assigned to that route receiving the new bus will be the driver of the new bus, regardless of seniority. No changes of drivers from one route to another route because they desire a new or better bus is to be allowed.

Safety Glasses: The Board agrees to provide mechanics and maintenance employees working in areas or classifications requiring eye protection, with safety glasses. Employees requiring prescription glasses shall pay for their own examination.

Convex Mirrors: The Board agrees to install an internal convex mirror in any requesting driver's bus.

Loading & Seating: It is the obligation of the driver to see that loading of students is accomplished in a most orderly manner. The driver is to inform the students to keep back from the bus until the bus has come to a complete stop. Pushing or roughness are never to be allowed near a loading zone. No students are allowed on any bus without the driver. Do not allow students to stand on steps, in step well, or behind the driver's seat. Seating of students will be left to the supervision of the driver. When necessary, special seats may be assigned to maintain good order and discipline. When necessary, three (3) students will be seated in a seat.

Bus Failure: Drivers are to report to the bus supervisor or bus mechanic all failures of the bus to perform in top condition. Safety is the driver's responsibility.

Routes: Daily routes are to be established by the bus supervisor, if so employed, and approved by the Board of Education. Each driver will be so routed as to provide as close to a four (4) hour minimum daily schedule as is practical.

Reduction in Hours: (Means an employee has had his/her hours reduced). In the event of a reduction in the work hours, an employee may claim seniority over other employees for the purpose of maintaining his or her normal work schedule, provided he/she has greater seniority. Only the driver affected by the reduction may initiate the bidding procedure. Since all runs are increased in 15 minutes increments, any gains of a particular run of more than 15 minutes in a year, or from year to year, will be rebid when that run gains over the 15 minute minimum.

Field Trips: A field trip shall be considered as any trip taken within the school district during school time (9:00 A.M. to 3:30 P.M.) on any given school day. Whenever possible, the driver for field trips is to be selected by the supervisor from the locality in which the school making the request is located.

Extra Trips: For all outside-district trips, the driver will be selected in rotation by seniority by the bus supervisor from a list compiled of those drivers who are willing to make trips at all times and who have at least one (1) year of school bus driving experience in this school system. The selection of equipment for extra trips shall be the responsibility of the bus supervisor and only the best equipment available shall be used. Specific policies will be set by the athletic director and building administrators pertaining to what is expected of students and chaperones regarding behavior, seating, etc.

Mechanics' Shirts: The district shall provide shirts for the mechanics (2) to a maximum of two (2) per week.

Complaints: For the proper adjustments of complaints against drivers, the name(s) of the person(s) making the complaint shall be furnished the bus supervisor and the driver involved, including the date, time and precisely what happened, all to be presented in writing.

Miscellaneous: Employer agrees to codify all Division IV bus rules.

Division IV bus drivers who have accumulated seven (7) or more driving points will have a period of six (6) months to requalify under state guidelines or lose their bus driving position.

ARTICLE THIRTY

WAGE SCHEDULES

ESCANABA AREA PUBLIC SCHOOLS - WAGE SCHEDULE- JULY 1, 1994 thru JUNE 30, 1995				
	1st Year of Employment	2nd Year of Employment	3rd Year of Employment	
DIVISION I				
Custodian I	\$10.94	\$11.24	\$11.71	
Custodian II	\$11.41	\$11.71	\$12.34	
Stock & Delivery	\$11.41	\$11.71	\$12.34	
Custodian III	\$11.54	\$11.86	\$12.70	
Custodian IV	\$11.92	\$12.19	\$13.21	
Maintenance	\$11.92	\$12.19	\$13.21	
DIVISION II				
Cook Helper	\$8.48	\$8.76	\$9.03	
Cooks & Managers	\$9.13	\$9.47	\$9.78	
Bakers	\$10.72	\$11.02	\$11.63	
Baker's Assistant	\$9.13	\$9.47	\$9.78	
Stock & Delivery	\$11.41	\$11.71	\$12.34	
DIVISION III				
Clerk	\$10.85	\$10.98	\$11.34	
Secretary	\$10.88	\$11.19	\$11.68	
Admin. Bldg. Secretary	\$11.08	\$11.63	\$12.11	
Bookkeeper	\$11.74	\$12.41	\$13.03	
Division IV				
Bus Drivers	\$12.95			
Mechanic I	\$11.41	\$11.71	\$12.34	
Mechanic II	\$11.92	\$12.19	\$13.21	
TRIPS OTHER THAN REGULARLY SCHEDULED RUNS:				
Salary shall be at an hourly rate of pay for all drivers, such rate being \$12.08 per hour beginning July 1, 1994, plus one half hour for cleaning and gassing, and one additional hour if trailer is used.				

ESCANABA AREA PUBLIC SCHOOLS - WAGE SCHEDULE- JULY 1, 1995 thru JUNE 30, 1996			
	1st Year of	2nd Year of	3rd Year of
	Employment	Employment	Employment
DIVISION I			
Custodian I	\$11.27	\$11.58	\$12.06
Custodian II	\$11.75	\$12.06	\$12.71
Stock & Delivery	\$11.75	\$12.06	\$12.71
Custodian III	\$11.89	\$12.22	\$13.08
Custodian IV	\$12.28	\$12.56	\$13.61
Maintenance	\$12.28	\$12.56	\$13.61
DIVISION II			
Cook Helper	\$8.73	\$9.02	\$9.30
Cooks & Managers	\$9.41	\$9.75	\$10.07
Bakers	\$11.04	\$11.35	\$11.98
Baker's Assistant	\$9.41	\$9.75	\$10.07
Stock & Delivery	\$11.75	\$12.06	\$12.71
DIVISION III			
Clerk	\$11.17	\$11.31	\$11.68
Secretary	\$11.20	\$11.52	\$12.03
Admin. Bldg. Secretary	\$11.42	\$11.98	\$12.48
Bookkeeper	\$12.09	\$12.79	\$13.42
Division IV			
Bus Drivers	\$13.34		
Mechanic I	\$11.75	\$12.06	\$12.71
Mechanic II	\$12.28	\$12.56	\$13.61
TRIPS OTHER THAN REGULARLY SCHEDULED RUNS:			
Salary shall be at an hourly rate of pay for all drivers, such rate being \$12.44 per hour beginning July 1, 1995, plus one half hour for cleaning and gassing, and one additional hour if trailer is used.			

ESCANABA AREA PUBLIC SCHOOLS - WAGE SCHEDULE- JULY 1, 1996 thru JUNE 30, 1997				
	1st Year of Employment	2nd Year of Employment	3rd Year of Employment	
DIVISION I				
Custodian I	\$11.61	\$11.92	\$12.42	
Custodian II	\$12.10	\$12.42	\$13.09	
Stock & Delivery	\$12.10	\$12.42	\$13.09	
Custodian III	\$12.24	\$12.59	\$13.48	
Custodian IV	\$12.65	\$12.94	\$14.02	
Maintenance	\$12.65	\$12.94	\$14.02	
DIVISION II				
Cook Helper	\$9.00	\$9.29	\$9.58	
Cooks & Managers	\$9.69	\$10.04	\$10.37	
Bakers	\$11.37	\$11.69	\$12.34	
Baker's Assistant	\$9.69	\$10.04	\$10.37	
Stock & Delivery	\$12.10	\$12.42	\$13.09	
DIVISION III				
Clerk	\$11.51	\$11.65	\$12.03	
Secretary	\$11.54	\$11.87	\$12.39	
Admin. Bldg. Secretary	\$11.76	\$12.34	\$12.85	
Bookkeeper	\$12.45	\$13.17	\$13.82	
Division IV				
Bus Drivers	\$13.74			
Mechanic I	\$12.10	\$12.42	\$13.09	
Mechanic II	\$12.65	\$12.94	\$14.02	
TRIPS OTHER THAN REGULARLY SCHEDULED RUNS:				
Salary shall be at an hourly rate of pay for all drivers, such rate being \$12.82 per hour beginning July 1, 1996, plus one half hour for cleaning and gassing, and one additional hour if trailer is used.				

ARTICLE THIRTY-ONE

INSURANCE PROTECTION

The health care benefits offered to the employees covered by this Agreement will be MESSA Super Care I with the \$100 deductible being paid by the employee. Teamsters will receive the same health insurance benefits as the teachers.

The Employer agrees to pay toward the cost of health care benefits for its employees in the following amounts:

Medical Benefits:

Employees hired prior to June 30, 1980:

Working 30-40 hours per week	(100%)
Working 20-29 hours per week	(67%)
Working 10-19 hours per week	(33%)
Less than 10 hours per week	(None)

Employees hired July 1, 1980, or later and working school year only:

Working 30-40 hours per week	(75% of full year)
Working 20-29 hours per week	(75% of 67%)
Working 10-19 hours per week	(75% of 33%)
Less than 10 hours per week	(None)

Percentages as listed will remain in effect throughout the term of this Agreement although the dollar amount paid by the Board of Education is subject to change because of increased premiums.

Employees hired July 1, 1980, or later must work thirty (30) or more hours per week to be eligible for dental, vision or life insurance benefits.

The Board shall provide a \$65,000 Life Insurance Policy for each Teamsters member for each of the three years under the Teamsters Agreement. (Provided by MESSA with AD&D Rider.) Any bargaining unit member retiring after July 1, 1990, will be entitled to the same Life Insurance benefits, paid by the Board, as the employees covered under this Agreement. Retirees after July 1, 1990 are entitled to the same coverage up to the age of 70 paid by the Board.

ARTICLE THIRTY-TWO

ANNUITY

An Annuity shall be made available for any bargaining unit member who qualifies for medical benefits (excluding options). The amount of the Annuity shall not exceed the amount of the Board contribution to that employees medical benefits, times the applicable percentage required to demonstrate and maintain the continual cost savings to the district.

Example: No Insurance

Post 1980; full-time school year employee 30+ hours

(1) $75\% \times 100\% = \$335.36 \times 60.5\% = \202.89

Post 1980; full-time school year employee

(2) single subscriber $\$335.36 - 180.03 = \$155.33 \times 46.5\% = \$72.23$

HOLD HARMLESS CLAUSE WITH RESPECT TO ANNUITY OPTIONS:

If any additional tax liability is imposed as a result of the Board making an annuity option available, the individual employee shall be responsible for his or her additional taxes plus any interest or penalties due, and the employer shall be responsible for its share of the taxes due plus any interest or penalties due. The employer contribution shall be submitted by separate check paid directly to the annuity company on forms provided by the annuity company, as directed in written form by the employee. In the event of an individual employee's failure or refusal to make any payments as required above, the Board shall be held harmless and indemnified with respect to any additional taxes due plus interest and penalties, if any, arising from such employees's nonpayment. Such representation of the Board shall be undertaken by legal counsel reasonably acceptable to the Board.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed this 17th day of October, 1994, at Escanaba, Michigan.

BOARD OF EDUCATION
ESCANABA AREA PUBLIC SCHOOLS

BY Thomas C. Lunde

Superintendent

TEAMSTER UNION LOCAL NO. 328

BY Susan Golba

Business Agent

