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6/30/2001

AGREEMENT

between

CRESTWOOD SCHOOL DISTRICT

and

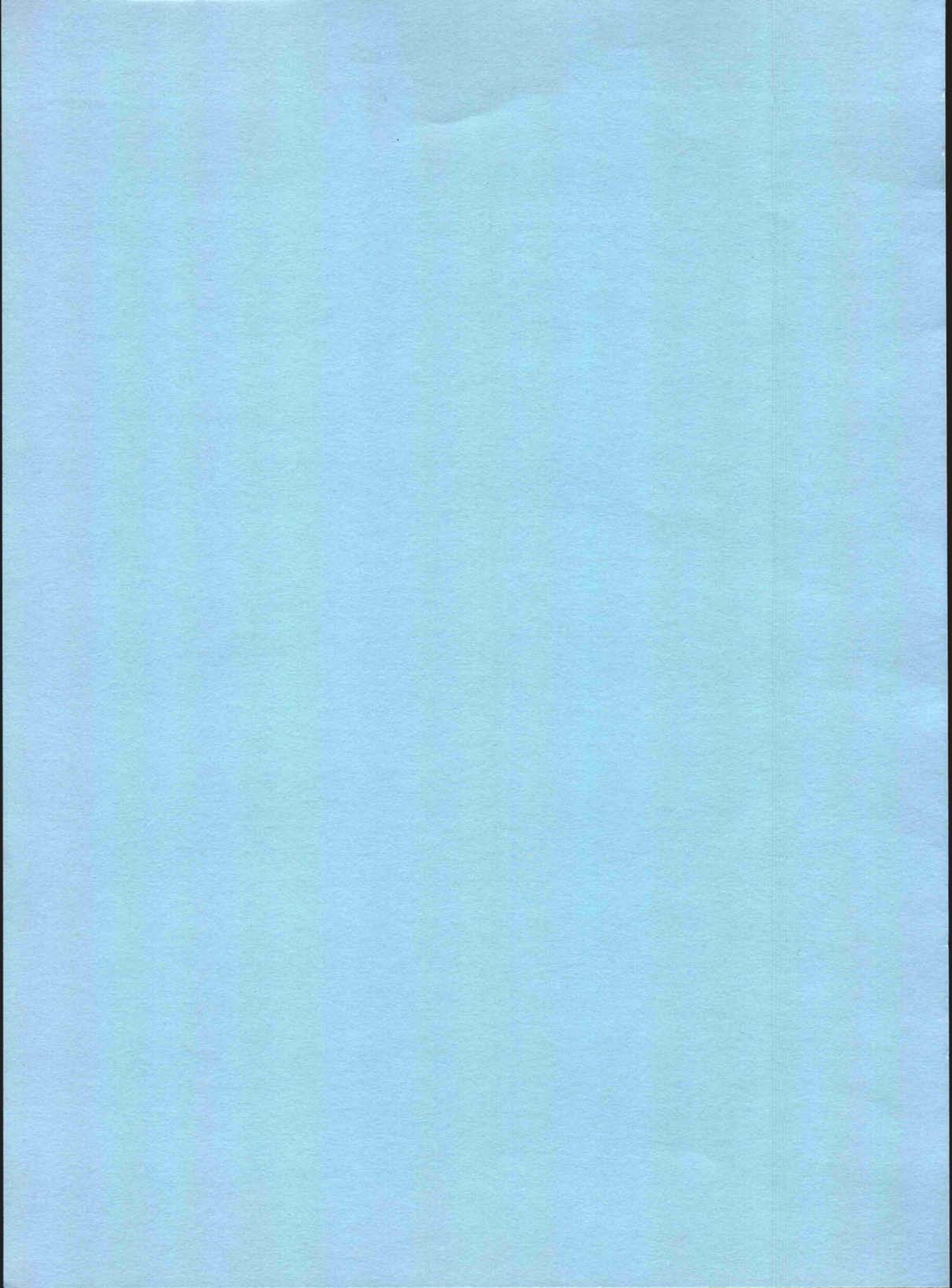
TEAMSTERS  
LOCAL UNION #214  
(TRANSPORTATION)

1998 - 2001

Crestwood School District  
Dearborn Heights, Michigan

*Crestwood School District*





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## AGREEMENT

This agreement is made and entered into on this 17th day of July, 1998, between the CRESTWOOD SCHOOL DISTRICT, Dearborn Heights, Michigan (hereinafter referred to as the "EMPLOYER") and LOCAL UNION #214, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, 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 PHYSICAL/MENTAL EXAMINATIONS

The Employer may require an employee to take such physical/mental examinations from a District-appointed physician, hospital, clinic or other appropriate professional when such examination is required by law, or when the Employer determines it appropriate to determine if the employee can perform the essential job duties of his/her position, or to determine reasonable accommodation necessary to permit him/her to perform the essential job duties, or when such examination is otherwise job related and consistent with business necessity.

## Article IV - Driver Qualification (Continued)

The cost of the physical and/or mental examination shall be borne by the School District and the employee shall sign such medical release forms, and other documents, which are necessary to permit the Employer to receive all of the employee's medical records and physician reports for the purposes provided for in this paragraph. The Employer may, at the request of the employee and at the employee's expense, permit the employee to select the physician, hospital, clinic or other appropriate professional.

### B. DRIVER CERTIFICATION

All bus drivers must meet and maintain the certification requirements as established by state law and the applicable rules and regulations. The District shall pay the cost of any license required by the State of Michigan for a school bus driver. Each driver with more than one (1) year of service with the Employer will pay the cost of certification directly to the State of Michigan and will be reimbursed by the District immediately upon submission of proof of payment. A driver with less than one (1) year of service with the Employer will receive reimbursement one (1) year after renewal/initial certification if the employee remains employed.

### C. IN-SERVICE 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 applicable rules and regulations. Upon completion of the course, the employee shall be reimbursed at his/her current hourly rate for the required number of hours. A driver required to attend in-services, conferences, and workshops as a condition of continued employment shall be paid at his/her regular hourly rate for the number of hours in attendance.

### 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 (1/4) of his regular day at his current hourly rate of pay, or he may receive a sick leave day at his option of this day only. Such option shall be placed in writing and given to the immediate supervisor within twenty-four (24) hours. Provided, however, this paragraph shall not be applicable to a driver released from duty for disciplinary reasons.

### E. RETIREMENT

The Board may adopt a mandatory retirement policy which requires retirement of employees 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 the Employer knows that a bus run will be vacant for fifteen (15) or more continuous work days due to the illness or leave of absence of a regular driver, then the run shall be posted as a temporary position for five (5) days. A vacancy created by awarding the temporary position to a regular seniority driver shall not be posted and will be filled by a temporary or substitute employee. Upon return of the absent employee, the temporary driver shall be returned to his/her original position.

### 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.

#### 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 requirement of Article IX C.1.

Article V - Seniority (Continued)

D. LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons:

1. He/she resigns or retires.
2. He/she is a seniority employee and is discharged and the discharge is not reversed through the grievance procedure.
3. He/she is laid off for a period of two (2) years, or the length of the employee's seniority, whichever is less.
4. He/she fails to report to work at the designated date and time after notice of recall.
5. He/she is absent for three (3) consecutive working days without notice to the supervisor or designee; or is absent for three (3) consecutive working days without a valid reason.
6. He/she fails to return from an authorized leave of absence, vacation or sick leave at the designated time unless the designated time has been mutually extended, in writing, by the employee or Union, and the Employer.

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/she has been notified in writing at least two (2) weeks prior to that layoff. Non operation 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/she 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. A seniority employee shall not be disciplined by written reprimand, suspended without pay, or discharged without just cause. A written reprimand may be grieved through the Superintendent of Schools level, but shall not be subject to arbitration.
- B. Written notice of a suspension or discharge shall be given to a regular seniority driver and the Union. Should the discharged or suspended seniority employee consider the discharge or suspension to be improper, a grievance must be made in writing and presented to his/her immediate supervisor within five (5) regularly scheduled working days from the date of the employee's notification of discharge or suspension. The supervisor will review the discharge or suspension and give his/her answer in writing within five (5) regularly scheduled working days after receiving the grievance. If the decision is not satisfactory to the Union or the individual, the matter may be processed through the next levels of 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 sequential manner to pick up and return students from specified bus stops to and from schools.
  - 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 last Monday preceding the start of the student school year. 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.

In the event a bid package materially changes after the last Monday preceding the start of the student school year, the parties may, by mutual agreement, change the assignments to recognize seniority. A material change is defined as a loss of three (3) or more hours per week. The employer will either restore the work that was lost or pay one half of hours lost at the option of the employer.

Article IX - Bus Scheduling - (Continued)

- 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.
- c. Rebid to take place the second Tuesday of January. Rebid to take place during non-working daytime hours. Familiarity with any resultant new run or route shall occur on non-work time. New routes to begin on the first day of the second semester.

**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 on a rotational basis. 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 hours standard. In the event that all employees refuse a field trip, the assignment must be taken by employees in reverse order of seniority. Said employees shall not be charged with these hours and 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 seventy-two (72) hours prior to departure time, including postponed or canceled 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 forty-eight (48) hours 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 canceled or postponed, the driver scheduled for that assignment will be reinstated to the appropriate position on the eligibility list without charge for the trip canceled or postponed. If the trip is postponed, it will be re-posted at the appropriate time. At no time shall such cancellation of postponement result in an employee receiving less than their scheduled time.

Article IX - Bus Scheduling - (Continued)

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 the pay for actual driving time, extra compensation, equivalent to no more than six (6) straight time hours each night for the layover. 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.
7. Transportation of students in School District owned buses to and from school related functions will be provided by members of the bargaining unit.
8. A field trip that must be covered for any reason at any time on the day it is scheduled shall be deemed an emergency trip. Rotation for Emergency Field Trips starts with the next scheduled driver who has not accepted or refused a field trip. Drivers that accept Emergency Field Trips will maintain their place in normal rotation.
9. In the event that an assigned field trip requires part of the drivers regular run covered, it will be posted on the assignment board. If no regular driver requests the assignment and the work needs to be assigned before the last employee starts work, then the assignment will be made by 7:15 a.m. on the day of the trip. The transportation supervisor will assign the work. It is the responsibility of the driver who needs part of his/her run to be covered to inform the transportation supervisor at the time the field trip is assigned.

When a driver is assigned a field trip that requires forfeiture of a noon run the driver will not be paid for less than his/her regularly scheduled time.

In the event that a field trip scheduled for a Saturday is canceled for any reason within one hour of the scheduled trip, the driver will be paid for three (3) hours and will retain his/her position in the Saturday rotation.

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 the Article.

Drivers to clean exterior, pressure wash, hand brush and pressure wash and clean interior; Armoural all seats, clean windows, all metal surfaces and sanitize floor at the rate of \$60.00/bus. To be posted and awarded by seniority.

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.



Article IX - Bus Scheduling - (Continued)

F. NOON RUN

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

- G. A seniority driver whose route services another public school district may arrange for another seniority driver, or for a substitute, to drive during the times the Crestwood students are in recess. Such arrangement shall be the responsibility of the regular seniority driver and must be approved by the Supervisor of Transportation at least two (2) weeks in advance of the commencement of the recess period.

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 the 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 AND 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.

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

### 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 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.

### 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 by the Employer.

- A. All grievances shall be placed in writing and submitted within five (5) working days of the alleged grievance to the employee's immediate supervisor, the time period can be extended with the agreement of the Superintendent or designee. 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.

## Article XI - Grievance Procedure (Continued)

- C. If the Superintendent, or his designee, is unable to resolve the grievance within fifteen (15) days after the date on which the grievance was submitted to the Superintendent, or his designee, the grievance may be appealed to arbitration, provided a written notice of submission to arbitration is received by the Superintendent's office within five (5) days after the Superintendent's answer. The Union's submission shall contain a written statement of the issues to be arbitrated and references to the specific Article and Section allegedly violated, and shall be signed by the Chief Steward and the employee involved. If the parties do not mutually select an arbitrator, the Union shall file, within sixty (60) calendar days after the Superintendent, or designee's answer, a Demand for Arbitration with the American Arbitration Association. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association governing labor disputes.

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.

- D. 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.
- 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 B.
- 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/her alternate, at reasonable times as determined by his/her supervisor during his/her 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



## Article XII - Stewards (Continued)

the Union chooses the steward or his/her alternate to be its representative. Only so much time as is necessary shall be used by the steward or his/her alternate in performing the above function and this provision is not to be abused by the steward or his/her 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 (1/2) hour per week may be so expended by the steward and/or his/her alternate during their working hours without loss of time and pay. The steward or alternate shall report to his/her supervisor before commencing such activity and shall report back to said supervisor when said activity is finished.

2. The steward or his/her alternate may collect dues when authorized by appropriate Union action.
  3. The steward or his/her 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.
  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, slowdown 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 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 - NONDISCRIMINATION

The provisions of this 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, marital status or Union activities. Provided, however, an alleged violation of this Article shall not be processed in arbitration.

## 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. An employee who is transferred to a job outside the bargaining unit shall continue to accrue seniority the first forty-five (45) calendar days. An employee returned to the bargaining unit within the first forty-five (45) calendar days shall suffer no loss of seniority. An employee returned to the bargaining unit after the forty-five (45) calendar days shall be treated as a new hire. Provided, however, an employee promoted outside the bargaining unit prior to 1992 shall have his/her bargaining unit seniority frozen as of the date of promotion and upon return to the bargaining unit, he/she may exercise his/her seniority rights, but may not displace a currently working seniority driver.

The Employer retains the sole discretion to discharge an employee who is assigned a position outside the bargaining unit and the employee shall have no right to return to the bargaining unit or to process any grievance under the grievance procedure.

- 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

Article XVI - Miscellaneous (Continued)

interfere with the transportation operation in any manner, and shall first report to the supervisor or other administrator when he/she 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/she will be returning to work for the ensuing school year. The completed "Notice of Intent" shall be returned to the Employer on or before the date indicated on the form and the driver will be provided an acknowledgement of receipt of the form.

An employee indicating on the "Notice of Intent" that he/she will not be returning may, within thirty (30) calendar days of the start of the school year, request in writing reemployment and to be placed on an eligible waiting list. If employed within that school year, the employee shall have his/her prior seniority reinstated with the seniority date adjusted to reflect that his/her seniority did not accrue while not employed.

An employee's failure to return the "Notice of Intent" will be deemed a resignation by the employee and will be recorded as a "resignation without proper notice" in the employee's personnel file.

- 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.
- F. Employees 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 Assistant Superintendent of Schools.
  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.



Article XVI - Miscellaneous - (Continued)

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. In the discretion of the Employer, employees drinking alcoholic beverage prior to reporting for duty may be discharged, or the employee may be required to attend and participate in an Employer-designated substance abuse program. Drinking of alcoholic beverage during working hours shall result in immediate discharge. An employee shall be discharged if the employee reports for duty or remains on duty when he/she has used or uses any controlled substance, except when in use pursuant to the written instructions of a physician advising the employee that the substance does not adversely affect the employee's ability to safely operate a commercial motor vehicle.
- K. An annual evaluation shall be performed of all employees by the immediate supervisor as specified in the Procedures for Evaluation of Transportation Employees dated July 1998.

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 quarantined, 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 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.

## Article XVII - Leave With Pay (Continued)

### 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

A regular seniority driver shall be entitled to three (3) days of paid funeral leave as the result of death in the employee's immediate family. Immediate family shall be defined as spouse, children, mother, father, stepmother, stepfather, mother-in-law, father-in-law, grandparents, grandchildren, brother or sister. 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

### A. HEALTH LEAVE

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, subject to the Family and Medical Leave Act (FMLA) of 1993.

B. In accordance with the Family and Medical Leave Act (FMLA) of 1993, the Employer will grant a leave of absence for one or more of the following:

1. Because of the birth of a son or daughter of the employee, and in order to care for such son or daughter;

Article XVIII - Leave Without Pay - (Continued)

2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the employee's spouse, son or daughter or parent who has a serious health condition; or
4. The employee is unable to perform the essential job functions because of a serious health condition.

The parties agree that FMLA allows paid leave, as provided under Article XIV.A., to be substituted for unpaid leave. The Employer will make the determination if paid leave will be substituted for unpaid leave at the time of the request for the leave, or when the Employer determines that the leave qualifies as a FMLA leave if this occurs later.

FMLA leaves are only available to employees who have been employed by the Employer for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

Such leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) work weeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date a requested leave is to begin.

An employee requesting an FMLA leave must provide the Employer at least thirty (30) days advance notice of when the leave is to begin. If such notice is not practicable, the notice is to be provided as soon as practicable.

A leave denoted as 1. through 3. above may be extended for a period of time with the written approval of the Employer, but not to exceed a total leave of one (1) year. A leave denoted as 4. above may be extended for a period of time with the written approval of the Employer, but not to exceed one (1) year beyond the exhaustion of the employee's accumulated paid leave days. When a leave denoted as 1. or 2. above is granted, the leave must be taken in one (1) continuous increment, and must be concluded within twelve (12) months of the date of birth or placement.

Continuation of medical benefits and the right to job restoration under the FMLA ceases when an employee has used twelve (12) work weeks of FMLA leave in the twelve (12) month period.

Leaves denoted as 3. or 4. above must be supported by medical certification from a health care provider stating (a) the date the serious health condition commenced, (b) the probable duration of the condition, (c) the appropriate medical facts, and (d) a statement that the employee is unable to perform the essential functions of his or her position, or that the employee is needed to care for the person. The Employer reserves the right to require the employee to obtain the opinion of a second health care provider designated or approved by the Employer concerning any information within the medical certification.

## Article XVIII - Leave Without Pay - (Continued)

An employee on leave shall not engage in any outside or supplemental employment.

At the expiration of a medical leave, or if the employee wishes to return to work before completion of the leave, there must be a physician's certification confirming his or her fitness to return to work. The Employer may condition the employee's return to work upon a fitness for duty examination and approval by a health care provider designated by the Employer. An employee's failure to return from leave at the designated time will be conclusively presumed as an abandonment of his or her employment.

When a leave denoted as 1. through 4. above is granted, the Employer will continue to provide an employee's medical insurance on the same terms and conditions as prior to the leave for a period not to exceed twelve (12) work weeks.

The Employer may recover the health insurance premiums paid while an employee was on an unpaid FMLA leave if:

1. The employee fails to return to work for at least thirty (30) days after the expiration of the leave; and
2. The failure to return is for a reason other than a serious health condition, or other circumstances beyond the control of the employee. Certification from the health care provider may be required for this purpose.

An employee returning from a FMLA leave will be restored to the position he or she left, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

### C. WORKERS' 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.

### D. MILITARY LEAVE

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



Article XX - Compensation - (Continued)

E. 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 be regularly scheduled to work the last day before and first day after the holiday, except when the absence is due to the employee's illness and medical documentation is submitted to verify the illness.

ARTICLE XX - COMPENSATION

A. The following wage rates shall be in effect:

1. Wage Schedule:

	<u>07/01/98*</u>	<u>07/01/99</u>	<u>07/01/00</u>
Start	\$12.02	\$12.32	\$12.62
90 Working Days	12.40	12.71	13,.03
1 Year	13.45	13.78	14.12

\*Shall be retroactive for all active, resigned or retired employees.

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 (1-1/2) times his regular hourly rate of pay for each hour worked.

Article XX - Compensation - (Continued)

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 occurs outside the normal school hours shall receive a minimum 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 11, 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.
4. Prescriptions - Prescription rider coverage equal to that of the teacher's will be included in the health benefit.

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 50 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 fifty (50) 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.

**G. DENTAL**

Coverage for dental benefits shall provide eighty (80%) percent for routine dental treatment, fifty (50%) percent for major dental treatment and fifty (50%) percent for orthodontics with a Seven Hundred and Fifty Dollar (\$750.00) calendar year maximum on routine and major treatment and a Seven Hundred and Fifty (\$750.00) dollar lifetime maximum for orthodontics, each per member of the family. And plan to cover the employee all dependents, dependents to include spouse and all children to age twenty one (21) and beyond age twenty one (21) if meeting the eligibility requirements of the insurance carrier for a full-time student.

**ARTICLE XXI - DURATION OF AGREEMENT**

This Agreement shall be effective on the date of Board ratification and shall continue in effect from July 1, 1998, and thereafter from year to year unless either party requests at least sixty (60) days prior to June 30, 2001, to terminate the Agreement.

**Letters of Understanding**

Holiday pay shall be determined by multiplying the number of an employee's regularly scheduled hours on the day observed as the holiday (i.e., those hours which would have normally been worked but for the holiday) times the employee's hourly rate. The purpose of this method of calculation is to assure that a holiday does not result in an employee receiving less or more than his/her normal weekly wages.

VEHICLE ASSIGNMENT

Assignment of vehicles is the sole right of the employer. The employer may request input from drivers in assigning vehicles.

TRAINING OF NEW DRIVERS

The training of drivers is a responsibility of the employer. The employer may use seniority drivers to assist in training of new drivers. Such assignment is at the sole discretion of the employer and need not be assigned on the basis of seniority.

ARTICLE XXII - RATIFICATION

TEAMSTERS, LOCAL UNION 214

CRESTWOOD BOARD OF EDUCATION

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Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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