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6/30/99



MASTER CONTRACT
BETWEEN
EATON RAPIDS BUS DRIVERS ASSOCIATION
AND
EATON RAPIDS PUBLIC SCHOOLS
BOARD OF EDUCATION

1996-1999

Eaton Rapids Public Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

BUS DRIVERS' AGREEMENT
July 1, 1996 — June 30, 1999

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PREAMBLE

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its bus drivers personnel with respect to hours, wages, terms and conditions of employment. It is hereby agreed as follows:

ARTICLE I — RECOGNITION

- A. The Board hereby recognizes the Bus Drivers Association as the sole and exclusive bargaining representative, as defined in Section 11 of Act 379, Michigan Public Acts of 1965 for all regularly employed and assigned school district bus drivers, excluding supervisors, mechanics, executives, casual employees, and all other employees. The Bus Drivers Association represents the following classifications of bus drivers:
1. **Regular Bus Driver** — One who drives routes where the majority of students are regular or vocational education students.
 2. **Special Education Driver** — One who drives routes where the majority of students are special education students.
 3. **Substitute Driver** — One who is not assigned to a full-time route.
 4. **Probationary Driver** — One who has less than sixty (60) calendar days on his/her own full-time route.
- B. The Board agrees not to negotiate with any bus drivers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual bus driver from presenting a difference and having the difference resolved without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- C. Nothing contained herein shall be construed to deny or restrict to any bus driver's rights he/she may have under the Michigan General School laws or applicable civil service laws and regulations. The rights granted to bus drivers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II — BOARD RIGHTS

- A. The Board of Education retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States.
1. To executive management and administrative control of the school system and its

properties and facilities.

2. To hire all employees and subject to the provisions of law to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees in their own classification.
3. To determine the hours of employment and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.
4. To require all regular and substitute drivers to undergo annual group drug/alcohol testing as a condition of employment. Furthermore, the Board reserves the right to require testing of individuals at any time that there appears to be just cause. It is understood that a positive drug or alcohol test will result in the immediate termination of employment with the district.

ARTICLE III — DISCIPLINE DISCHARGE

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the Employee and the Association. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following:

Drunkness, dishonesty, insubordination or willful violation of agreed upon rules.

ARTICLE IV — SENIORITY

- A. Seniority date is the date sixty (60) calendar days after the driver receives his/her own full-time route.
- B. There shall be two (2) separate seniority lists --- Regular and Special Education. These lists shall be updated yearly and posted in the drivers' lounge at all times.
- C. Employees will lose their seniority if:
 1. They quit.
 2. They are suspended or discharged under the provisions of this contract.
 3. They fail to report to work within three (3) days after the termination of a leave of absence.

4. They are absent one (1) working day without notification to the supervisor.
5. The employee accepting full-time employment (40 hours per week), within the school system during the calendar school year not covered under the terms of this Agreement, will relinquish his/her seniority rights.

ARTICLE V — GRIEVANCE PROCEDURE

- A. **Informal** — Should any difference arise between any bus driver or drivers and the Eaton Rapids School District as to the meaning or application of the terms and provisions hereof, such differences should normally be adjusted by direct contact between the driver or drivers and his/her immediate supervisor within ten (10) days of alleged violation.

The Association and the Eaton Rapids School District believe that there should be a sincere effort on the part of each of the parties to settle differences as far as possible in the above manner and in any event, at the lowest level of the grievance procedure possible.

A grievance is a difference involving a bus driver or drivers and the Eaton Rapids School District pertaining to any article or section of the working agreement, and wages, hours, or working conditions.

If not so settled, it shall formally be disposed of in the following manner:

1. **Step One** — The difference (hereinafter referred to as the grievance when placed in writing) shall be promptly placed in writing by authorized representative or representatives of the Association and submitted to the district's Transportation Supervisor within three (3) working days.
 - a. The Transportation Supervisor and Business Manager shall submit an answer within three (3) school days in writing. One (1) copy of his/her decision shall go to the grievant, and one (1) copy to the Association representative(s).
2. **Step Two** — If the grievance is not settled in Step One, the Association Grievance Committee shall, within three (3) school days after receiving the decision of the Business Manager, submit the grievance to the Superintendent of Schools or his/her designated representative, who shall, as promptly as possible, but within five (5) days after the grievance is submitted to him/her, meet with that committee and endeavor to settle the grievance.
 - a. A copy of the decision shall be delivered to the driver/drivers involved, the Association Representatives, Transportation Supervisor, and Business Manager.

3. **Step Three** — If the grievance is not settled in Step Two, the Association Grievance Committee shall, within five (5) school days after receiving the decision of the Superintendent, submit the grievance to the Board of Education, who shall, as promptly as possible, within thirty-one (31) calendar days, meet with the Association Grievance Committee in an effort to settle the grievance. A copy of this decision shall be delivered to the Association Representative(s) and to the School Superintendent.
4. **Step Four** — Appeal to Arbitration
 - a. If a grievance is not satisfactorily adjusted, and if it involves an alleged violation of a specific article and section of this Agreement, the Association or the Board may, within five (5) calendar days after the decision in Step Three is rendered, submit the grievance to arbitration. Grievances which do not involve alleged violations of a specific article and section of this Agreement may be processed through Step Three, but will not be arbitrable.
 - b. The submission to arbitration shall contain a statement of the issues to be arbitrated and references to the specific article and/or section allegedly violated. Parties shall attempt, within ten (10) working days after the receipt of notice of submission, to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specific period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association.
 - c. It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in writing, setting forth his/her findings and conclusions in a case of an alleged violation of a specific article and section of this Agreement.
 - (1) He/she shall have no power to add to, or subtract from, alter, or modify any of the terms of this Agreement.
 - (2) He/she shall have no power to rule on any matter involving the failure to reemploy a probationary bus driver.
 - d. At the time of the arbitration hearing, both the Board and the Association shall have the right to examine and cross examine witnesses. Upon request of either the Board or the Association, or the arbitrator, a transcript of the hearing shall be made. The Board and the Association will have the opportunity to purchase their own copy. At the close of the hearing, the arbitrator shall afford the Board and the Association a reasonable opportunity to furnish briefs.

- e. The fees and the expenses of the arbitrator and the fees and expenses of the arbitration shall be shared equally by the Board and the Association. The expenses of, and the compensation for, each and every witness and representative for either the Board or the Association and the expense of any transcript shall be paid by the party or parties requesting the transcript or the party or parties producing the witness or having the representative.
- f. The arbitrator's decision, when made in accordance with his/her jurisdiction and authority established by the Agreement, shall be final and binding upon the Association, the employee or employees involved, and the Board.

ARTICLE VI — LEAVES OF ABSENCE

- A. Leaves of absence without pay shall be granted for reasonable periods of time for the purposes listed below and for no longer than one (1) year:
 - 1. Physical or mental illness.
 - 2. Maternity leave shall be granted without pay, commencing at a time determined by the expectant mother. Those that desire to be employed beyond the fourth month shall furnish her attending physician's statement giving a date up to which she may be employed.
 - 3. Training related to an employee's regular duties in an approved educational institution.
 - 4. Prolonged serious illness in the immediate family includes husband, wife, children or parents living in the same house.
 - 5. Leave time may be granted by the Transportation Supervisor for personal business.
- B. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, and a copy shall be sent to the Association. The maximum period for a leave shall be one (1) school year. Whenever a driver requests from ninety-one (91) days to one (1) year's leave of absence, he/she will lose their run. They will be reinstated at the salary step and seniority as that held at the time of leaving, and will be given the first run which is available upon their reinstatement. Only one (1) ninety (90) day leave of absence will be granted per school year.
- C. Leaves may be granted at the discretion of the employer for reasons other than those listed when they are deemed beneficial to the employer. Probationary employees shall not be eligible for leaves of absence.
- D. Employees returning from a medical leave of absence must notify the Transportation

Supervisor, in writing, of his/her intention to return to work and will be required to furnish a physician's statement indicating that he/she is physically able to return to work. The driver returning from a medical leave of absence within the 90 working days will be returned to the route he/she had driven prior to the leave of absence. The bus driver shall notify the Transportation Supervisor in writing of his/her intent to return from an unpaid leave of absence no later than June 1, prior to the termination of the leave. In instances when this time line is not applicable, the driver returning from leave shall provide written notification of his/her intent to return at least two weeks in advance of the anticipated return date. If the bus driver's leave of absence extends into a 91 days - year medical leave of absence, that driver's run will be posted as a temporary run and assigned to a permanent substitute. If the driver has a kindergarten run it will be posted as an available run and the driver on medical leave will not be able to be reinstated to that kindergarten run. If the driver returns to work in the 91 day -1 year time period he/she may bump the lowest seniority driver (according to total accumulative driving years) from their route and the lowest seniority driver will drop to substitute status. Drivers on a restricted schedule or on medical leave are not eligible for extra trips.

- E. Personal Business Day - Up to one (1) day per year with pay may be used for the conducting of personal business which cannot be conducted on other than a workday. All requests for use of a personal business day must be submitted, in writing, to the Transportation Supervisor on the official request form at least one (1) day in advance of the date on which the employee desires the leave to commence. In an emergency circumstance, a personal business day may be granted on the day prior to or immediately following scheduled school vacation or holiday periods. Verifiable documentation will be requested and attached to said form. Each incident will be addressed on a case-by-case basis with no precedence being established. Entitlement to a personal business day shall be subject to the expressed written approval of the Transportation Supervisor and the discretion of the superintendent. Personal business days are nonaccumulative.

ARTICLE VII — PAID ABSENCE LEAVE

- A. Each employee covered by this Agreement will be entitled to leave time accumulated in a single leave time bank at the rate of one (1) day per month worked. It is understood that part-time employees shall be entitled to a pro rata portion of all benefits provided under this paragraph and other paragraphs of this Agreement.
- B. Leave time shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness, injury or for medical, dental or optical treatment. Leave time shall also be granted when an illness in the immediate family necessitates the attendance of the employee. Leave time is not accrued/earned while an employee is on an unpaid leave of absence.
- C. The administration has the right to place a bus driver on leave time when it is felt the

driver may be jeopardizing safety, due to physical or mental problems, if allowed to drive.

- D. Employees with less than five (5) years of service credited toward their Michigan School Employees Retirement Program will receive 50% of their present wage scale per unused leave time days accumulated to a maximum of thirty (30) days upon termination of employment.

Employees with more than five (5) years of service credited toward their Michigan School Employees Retirement Program will receive 100% of their present wage scale per unused leave time days accumulated to a maximum of thirty (30) days upon termination of employment, retirement, or death of an employee.

It shall be the responsibility of the employee to provide the evidence of more than five (5) years of service credited toward their Michigan School Employees Retirement Program.

- E. All leave time accumulated more than thirty (30) days (30 times one day's hours) will be paid at the normal rate of pay at the end of each school year.
- F. An employee shall not be able to draw leave time benefits while receiving workmen's compensation benefits.

ARTICLE VIII — FUNERAL LEAVE

Funeral leave shall consist of three (3) days paid leave (nonaccumulative) per year for each member of the employees immediate family (wife, husband, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparent, grandparent-in-law and grandchildren). Funeral leave may be added for others at the discretion of the Supervisor. Leave must be taken during the employee's regularly scheduled work year, and funeral leave must be taken at the time of the death and/or funeral.

ARTICLE IX — ROUTES AND TRIPS

A. Regular Drivers — Routes and Trips:

1. Each driver will be entitled to keep the routes that are assigned to him/her upon the closing of school the previous year if he/she so desires. All kindergarten routes and kindergarten substitutes will be chosen by seniority at the start of each school year. In the event no regular education driver is available, drivers from the special education classification will be chosen before substitute drivers.

Drivers presently holding a route and wishing to change may, prior to the start of the school year, place their route on a list to be rebid, by seniority, by the drivers desiring change.

2. Bus routes will be timed at the start of every school year by the drivers. They will submit a time sheet to the Supervisor who will use it to help determine a fair and just pay schedule. Either the driver or the Supervisor may request a new timing during the year when they feel the rate of pay is not commensurate with the hours actually worked. A driver that is not satisfied with a new time assigned his/her route shall use the grievance procedure to seek relief.
3. Route vacancies will be posted on the bulletin board for a period of three (3) working days. All interested drivers shall sign within this three (3) day period. The route will be assigned to the driver with the most seniority. Routes which become vacant in the summer shall be bid in accordance with Article IX, Section A-1. The route will be assigned to the driver with the most seniority in the classification where the vacancy occurs. If no driver in that classification applies, total driver seniority will apply. When a driver changes classifications (Special Education and Regular Drivers), the driver wages will remain at the accumulative seniority pay rate.
4. All extra trips shall be posted at least three (3) days in advance and assigned 24 hours before the scheduled trip. All unpaid leave hours and vacation time will be charged to drivers total time on extra trip sheet only. Assignment of extra trips will be done in accordance to least total hours worked, to include regular run and extra trip runs, with seniority breaking the tie (per extra trip sheet). Summer run hours shall not be considered in making these assignments.

If you receive a fall sport, before school starts in the fall, the drivers hours will start to accumulate with the first trip of the sport.

5. Regular drivers shall have priority over special education drivers. Special education drivers will have priority over substitute drivers.
6. All extra trips shall be paid no less than one (1) hour minimum.
7. All extra trips will be first driven by members of the Eaton Rapids Bus Drivers Association, then Transportation Supervisor or mechanics, if needed.
8. All extra trips shall have a scheduled adult chaperon for each bus before they are approved.
9. It shall be the responsibility of the sponsor of a trip to know the directions, destination and where the bus may be parked. This is to be given to the driver before the trip, along with a list of passengers.
10. A driver who feels his/her bus is overloaded so as to jeopardize safety shall use the grievance procedure to seek relief.
11. No unscheduled passengers will be allowed to ride on any bus without the consent of the Supervisor.

12. All drivers who wish summer driving should put their names on a list by June 1. Summer drivers will be picked from the list according to seniority.
13. The Transportation Supervisor may assign extra trips in the event no driver signs for the trip.
14. New bus routes are to be added or deleted as needed by the Transportation Supervisor. He/she will have the authority to combine these new routes with other routes as he/she thinks best. He/she shall consider the routes involved, seniority of the drivers, the estimated costs and other pertinent data when making his/her decision. If a driver's route is deleted, he/she may bump the lowest seniority driver (according to total accumulative driving years) from their route and the lowest seniority driver will drop to substitute status keeping their rate of pay.
15. The Transportation Supervisor has the authority to assign transportation related duties to drivers when they are in a nondriving paid situation, such as between runs or at an extra trip event. These duties may include transfer runs or the guarding of the school bus. Child supervision to be determined on a mutually-agreed basis.
16. Items 8 and 9 will be explained on each bus request form.
17. Any extra trip canceled thirty (30) minutes or less before scheduled regular departure time will result in the driver being compensated for regularly scheduled lost time.
18. Full-time drivers may not drive in both classifications at any given time, with the exception of when driving as a substitute.
19. Vans — If a van is to be used for an extra trip or any school-related activity by drivers, teachers, or coaches, there will be no more than fourteen (14) passengers plus one driver. Total will not exceed fifteen (15) people per van.
20. A \$100 stipend will be paid to bus drivers for telephone calls and/or visitations to parents/guardians of the drivers' assigned students prior to the school year. This stipend is in lieu of a salary and out-of-pocket expenses. Documentation (log) will be required.

B. Special Education Drivers — Routes and Trips:

1. Special Education routes will be chosen by seniority at the start of each school year.
2. Route vacancies will be posted on the bulletin board for a period of three (3) working days. All interested drivers shall sign within this three (3) day period. The route will be assigned to the driver with the most seniority. Routes which become vacant in the summer shall be bid in accordance with Article IX, Section A-1. The route will be assigned to the driver with the most seniority in the classification where the vacancy occurs. If no driver in that classification applies, total driver

seniority will apply. When a driver changes classifications (Special Education and Regular Drivers), the driver wages will remain at the accumulative seniority pay rate.

3. No unscheduled passengers will be allowed to ride on any bus without the consent of the Transportation Supervisor.
4. New bus routes are to be added or deleted as needed by the Transportation Supervisor. He/she will have the authority to combine these new routes with other routes as he/she thinks best. He/she shall consider the routes involved, seniority of the drivers, the estimated costs and other pertinent data when making his/her decision. If a driver's route is deleted, he/she may bump the lowest seniority driver (according to total accumulative driving years) from their route and the lowest seniority driver will drop to substitute status keeping their rate of pay.
5. With the exception of driving as a substitute, full-time drivers may not drive in both classifications at any given time.
6. Special education drivers may be certified on a 66-passenger bus if that driver requests it.
7. Special education trips will be given to special education drivers. In the event there is no special education driver available, drivers from the regular classification will be chosen by lowest hours; then, if needed, the trip will go to a substitute.
8. Drivers will be paid 50% pay of lost time due to student absenteeism (when student does not ride).
9. The student's best interest will be the deciding factor in determining midday runs. Drivers will be chosen by seniority if the student can be accommodated properly.
10. A \$50 stipend will be paid to bus drivers for telephone calls and/or visitations to parents/guardians of the drivers' assigned students prior to the school year. This stipend is in lieu of a salary and out-of-pocket expenses. Documentation (log) will be required.
11. Special education runs which continue during the summer will be listed as a continuation of the driver's regular winter run, not as a summer run which needs to be bid. When two or more runs are combined, seniority will determine who is awarded the run. If a special education driver within the classification cannot drive, then a regular driver will be used before a substitute driver.
12. Special education noon runs will be given to special education drivers. In the event there is no special education driver available, drivers from the regular classification will be chosen by seniority; then, if needed, the run will go to a substitute. Special education drivers shall have priority over regular drivers in their classification. Regular drivers will have priority over substitute drivers.

C. **Substitute Drivers — Routes and Trips:**

1. Substitute drivers are eligible to drive regular or special education routes.
2. A vacant regular or special education route shall be assigned according to the date of which the application was processed.

ARTICLE X — ASSIGNMENT OF NEW BUSES

- A. The Transportation Supervisor reserves the right to assign a bus or buses to the routes or extra trips.
- B. Bus drivers will be required to drive a spare bus while their bus is in the garage for maintenance.

ARTICLE XI — SAFETY MEETINGS

- A. Drivers are required to attend all administratively-approved safety monthly meetings for which they will be paid at the rate of seven (7) dollars per hour. Any state, federal or employer mandated training will be compensated at the regular rate of pay; i.e., defensive driving, mirror adjustment, etc.
- B. Mechanics will, in the morning, check under the hood of all buses.
- C. Monthly meetings will be scheduled at the beginning of the school year.

ARTICLE XII — DRIVER COMPENSATION

A. **Wage Schedule:**

	<u>1996-97</u>	<u>1997-98</u>	<u>1998-99</u>	
Starting Probation			\$10.80	
First Year	11.48			
Second Year		12.06		
Third Year			12.68	
Fourth Year				13.27

- B. New drivers will be considered off probation sixty (60) calendar days after the driver receives a regular route. Probationary employees do not have recourse to the protection of this contract.
- C. Extra trips will be paid from the Article XII (A) Wage Schedule. From the time of departure from the bus garage to return to the bus garage, the driver shall stay with the trip.
- D. Kindergarten routes will be paid the Article XII (A) Wage Schedule. Kindergarten

substitutes will be paid the Article XII (A) Wage Schedule and when going out on bad days and on the three (3) days learning the route.

- E. Dry runs (if required) to be paid at regular rate.
- F. There shall be a one and one-half (1½) hour minimum pay for regular routes.

A "Route" is the time from which a driver leaves the bus lot and completes route(s) (a.m., p.m., special education, kindergarten) to the time the driver returns to the bus lot.

- G. **Longevity Pay** — Longevity payments will be made to all employees covered by this Agreement according to the following schedule based on the years of service with the employer:

Longevity Pay

- 1) With five (5) years but less than ten (10) years — 15 cents
- 2) With ten (10) years but less than fifteen (15) years — 25 cents
- 3) With fifteen (15) years but less than twenty (20) years — 35 cents
- 4) With twenty (20) years but less than twenty-five (25) years — 45 cents
- 5) With twenty-five (25) or more years — 55 cents

Longevity pay will be computed each pay period and will be added to the regular pay of the employee.

- H. Drivers will be paid twelve (12) minutes per day, in addition to their regular pay, for maintenance of their assigned bus.
- I. Bus drivers shall be eligible to receive pay for those days declared by the school district as "Act-of-God" days, provided that the school district is not required by law to make up "Act-of-God" days. In case the school district is required to make up all "Act-of-God" days, the driver will be compensated for the make-up day and will not be compensated for the "Act-of-God" day.

Substitutes will be paid for that day if they were scheduled to work and the regular driver does not receive compensation for that day.

- J. Physical examinations and TB tests will be paid for by the Board of Education. X-rays will be paid for only when a skin test is not possible for medical reasons.

Physical examinations may be conducted by the employee's personal physician. The Board shall not be responsible for physical examination costs exceeding \$65.00. The employee shall process personal medical insurance coverage whenever applicable, and the Board shall be responsible for the unpaid balance, not to exceed \$65.00.

- K. Bus drivers shall be paid a normal day's pay for Thanksgiving, the day after Thanksgiving, Christmas Day, New Year's Day, Presidents' Day, Memorial Day, and July 4, provided the bus driver has worked the workday prior to and the workday following the holiday. Sick days count as days worked. Labor Day shall also be a paid holiday if school starts prior to Labor Day.

Substitutes will be paid holiday pay if they are scheduled to work the day before and the day after the holiday if the regular driver does not receive compensation for that day.

- L. An employee shall be paid at the rate of time and one-half for all work in excess of forty (40) total hours in any workweek.
- M. The Board will reimburse the driver for the difference between a regular driver's license and both a chauffeur's license and a commercial driver's license (CDL). It shall be the responsibility of the driver to submit proof of securing the chauffeur's license and/or the CDL and initiate the request for reimbursement.
- N. A leave of absence with pay will be granted for jury service or a court appearance as a nonparty witness in criminal proceedings, or when named as a party defendant in a suit incidental to the bus driver's employment, provided that the bus driver remits directly to the Superintendent of Schools all monies received for such appearance, less reimbursed personal expenses.
- O. Extra pay of \$20.00 per route, provided all paperwork is completed accurately and turned in on time. This extra pay to be paid at the end of the completed school year for elementary, secondary, kindergarten, special education, and vocational education routes.
- P. A driver will receive regular wages for days when a bus breaks down and no other vehicle is available to do the route.
- Q. Driver shall be eligible to get school I.D. cards for their children so they shall be able to obtain year passes to home activities as available to middle and high school students.
- R. Driver shall be able to use a leave hours for Teachers Record Day or an inservice day.

ARTICLE XIII — PROTECTION OF EMPLOYEES

- A. Limited liability insurance carried by the Board shall protect the employees against civil suits brought against them growing out of the exercise of their regular duties.
- B. All cases of accidents, injury or assault involving employees or students growing out of the exercise of the employee's duties or school activities shall be reported to the Transportation Supervisor promptly.

- C. Complaints by parents, students, or other members of the public directed to an employee shall be called to the attention of the employer as soon as possible.
- D. The drivers will be consulted, by the supervisor, before scheduling a consultation with a parent (date and time).
- E. When a student is suspended from the bus, and a parent-driver meeting is needed, there will be a 24-hour time limit for an appeal. The driver will be present at the appeal.
- F. At the request of the bus driver(s) involved, an Association board member will be allowed to sit in on any student, parent, and supervisor disciplinary meeting.

ARTICLE XIV — HEALTH INSURANCE

The following benefits will be provided to all full-time drivers:

- A. The Board of Education will contribute \$52.06 per month toward the monthly premium of a health insurance program. To be eligible for this benefit, an employee must not have any other health insurance coverage available to him/her. The employee selecting this option shall be responsible to the Board of Education for the difference in cost between the \$52.06 contribution per month and the monthly health insurance premium.

This premium shall exclude all Association members scheduled to work less than twenty (20) hours per week.

- B. For those drivers not requiring health insurance, the district will provide a \$50.00 per month Board-paid annuity, not to exceed ten (10) months per school year. Annuity benefits will only be paid to annuity companies doing business with the school district.

ARTICLE XV — RETIREMENT

Retirement shall be required at the end of the school year after a driver's 62nd birthday. The driver may request an extension of one school year every year after the age of 62. The request must be accompanied by a physician's statement certifying the driver as physically and mentally competent to drive a school bus. These will be forwarded with the Transportation Supervisor's recommendations to the Board of Education for the final decision.

DURATION OF AGREEMENT

This Agreement shall become effective retroactive to July 1, 1996 and shall remain in full force and effect until June 30, 1999 with the following stipulations:

If another bargaining unit receives a pay raise and it is a unit that is over the 3.39% that the school board used as guidelines, then the Association would receive an equal

adjustment.

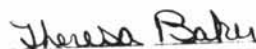
That this is a three-year contract, retroactive from July 1, 1996 to June 30, 1999, and we have the right to reopen negotiations for wages during the duration of this contract.

Signed this 9th day of April, 1997.

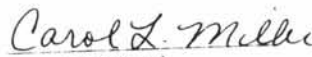
BOARD OF EDUCATION

BUS DRIVERS ASSOCIATION


(President)


(President)


(Secretary)


(Secretary)

