MASTER AGREEMENT

BETWEEN THE

BENZIE COUNTY CENTRAL BOARD OF EDUCATION

AND THE

MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

September 1, 1985 - August 31, 1988

LABOR AND INDUSTRIAD
RELATIONS COLLECTION
Michigan State University

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#### SECTION 1 - BASIC CONTRACTUAL PROVISIONS

#### 1.1 AGREEMENT

#### A. THE PARTIES

This Agreement is entered into effective September 1, 1985 by and between the Board of Education of Benzie County Central Schools, Counties of Benzie, Manistee, Grand Traverse, and Wexford, Michigan, hereinafter called the "Employer", and the Michigan Educational Support Personnel Association, hereinafter called "MESPA" or "the Union", through its local affiliate.

#### B. RESOLUTION OF DISPUTES

The employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Employees, and the Union. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement, and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

#### C. NO STRIKE

The Union agrees that during the term of this Agreement there will be no strike or work stoppage.

# 1.2 RECOGNITION - EMPLOYEES COVERED

The Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, for the term of this Agreement, of all bus drivers, substitute bus drivers, and bus aides, but specifically excluding mechanics, supervisory employees, and all other persons.

# 1.3 DEFINITIONS

# A. EMPLOYER

The term "Employer" as used in this Agreement shall mean the Board of Education of the Benzie County Central Schools, a quorum of the elected members

of the Board, or the Board's authorized designees, such as the Superintendent or Supervisor.

#### B. UNION

The term "Union" as used in this Agreement shall mean the Michigan Educational Support Personnel Association.

#### C. EMPLOYEE

The term "employee" as used in this Agreement shall mean a person employed in a position within the bargaining unit as defined in Section 1.2.

#### D. DAYS

The term "days" as used in this Agreement shall mean calendar days, exclusive of Saturdays, Sundays, legal holidays, and days when the Central Administrative Offices are closed to the public.

### 1.4 TERM OF AGREEMENT

This Agreement shall be effective on September 1, 1985 and shall remain in effect until August 31, 1988. Negotiations between the parties shall begin prior to May 1, 1988.

In witness whereof the parties have caused this Agreement to be executed on their behalf by their duly authorized representatives.

FOR THE UNION:	FOR THE BOARD OF EDUCATION:			
BY:	BY:			
DATE:				
BY:	BY: Its Secretary			
BY:				
BY:Its Negotiator	BY:  By: Its Negotiator			
BY:	BY:			
Its Negotiator BY:	Its Negotiator BY:			
Its Negotiator	Its Negotiator			

# 1.5 MEMBERSHIP, FEES, AND PAYROLL DEDUCTIONS

#### A. MEMBERSHIP

Membership in the Union, or payment of a service fee to the Union equivalent to the full dues required to be paid by members of the Union, shall be a condition of employment for employees covered by this Agreement.

In the event an employee does not join the Union, or does not pay such service fee, the Employer shall, at the request of the Union, terminate the employment of such employee. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge.

Probationary employees shall become members of, or pay such service fee to, the Union upon completion of the probationary period.

#### B. DEDUCTION

Upon written authorization from the employee, the Board shall deduct dues and service fees for Union membership or representation. Such deductions shall be made from a regular paycheck each month September through June. The Board agrees to promptly remit to the Union all monies so deducted, accompanied by an alphabetized list of employees from whom deductions have been made. In any situation where a refund is demanded by an employee, said refund is not the responsibility of the Board.

# C. HOLD HARMLESS PROVISION

The Union will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with this Article.

# 1.6 GRIEVANCES

# A. DEFINITION

A grievance is a claim by one or more employees or the Union that there has been an alleged improper application, violation, or misinterpretation of this Agreement.

# B. GRIEVANCE FORM

Any grievance presented in writing must include the following:

- 1. Specific statement of facts giving rise to the alleged violation.
- 2. Section or subsection of this contract alleged to have been violated.
- 3. Date of the alleged violation.
- Relief requested.
- 5. Signature of the grievant.

Any grievance not in accordance with the above requirements may be rejected as improper. Such rejection shall not extend the limitations hereinafter set forth.

#### C. GRIEVANCE PROCEDURE

An employee with a problem or a complaint shall first discuss the matter with his/her immediate Supervisor with the objective of resolving it quickly and informally.

<u>Step 1 - Supervisor-Written</u>: In the event the problem or complaint has not been satisfactorily resolved, the matter shall be reduced to writing and submitted to the immediate Supervisor no later than ten (10) days from date of occurrence.

Within five (5) days after meeting, the Supervisor shall state a decision in writing and furnish a copy to the employee and the Union.

- Step 2 Superintendent: Within five (5) days after receiving the decision in Step 1, the Union may appeal in writing to the Superintendent of Schools.
  - Within five (5) days of receipt of the written grievance, the Superintendent or designee shall meet with the Union at a mutually satisfactory time and place. The affected employee(s) may be present at such a meeting.
  - Within five (5) days after the meeting, the Superintendent shall state a decision in writing, and furnish a copy to the Union.
- Step 3 Board of Education: Within five (5) days after receiving the decision of Step 2, the Union may appeal the decision in writing through the Superintendent to the Board of Education.
  - The Board President shall appoint someone to hear the grievance, who shall within ten (10) days of the Board's receipt of the grievance confer with the Union Grievance Committee chairman to set a mutually satisfactory time and place for the hearing. The affected employee(s) may be present at such meeting.

 Within ten (10) days after the hearing the Board shall state a decision in writing and furnish a copy thereof to the Union.

Step 4 - Arbitration: If the Union is not satisfied with the disposition of the grievance at Step 3 by the Board or if no disposition has been made within the period above provided, the Union may submit the grievance to arbitration before an impartial arbitrator. If the arbitrator cannot be selected by mutual agreement of the parties, the arbitrator shall be selected by the American Arbitration Association in accord with its rules. Neither the Employer nor the Union shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

#### D. REPRESENTATION

Both employees and the Employer have the right to be represented at any step in the grievance procedure by attorneys or other representatives of their own choice.

# E. TIME LIMITS

Any appeal at any step which is not issued within the time limits specified shall result in a forfeiture of the grievance.

# F. GRIEVANCE HANDLING

All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Union representative are to be at their assigned duty stations.

# G. REINSTATEMENT

If any employee for whom a grievance is sustained shall be found to have been unjustly discharged or penalized, he shall be reinstated with full reimbursement of all compensation lost.

#### SECTION 2 - EMPLOYMENT RELATIONS

# 2.1 EMPLOYEE RIGHTS

#### A. NONDISCRIMINATION

The Employer agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Michigan Employment Relations Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; nor will it discriminate against any employee because of membership in the Union, participation in the lawful activities of the Union, participation in collective negotiations with the Employer, institution of a grievance as defined in this Agreement, or otherwise with respect to any terms or conditions of employment.

### B. FACILITY USAGE

The Union shall have the right to use school building facilities after school hours for Union business on the same basis as the Employer's policy permits their use to other community groups. No charge shall be made to the Union for such use, except in cases where custodians must be called to open and close buildings.

# C. UNION ACTIVITY

The employees agree they will not engage in Union activities during working hours unless permitted within this Agreement or by permission from the immediate Supervisor. Any employee who is absent from his/her assigned duties for the purpose of Union business shall have a deduction of the hourly wage for each hour or part of an hour of absence. However, if the Employer requires an employee to be engaged in activities on behalf of the Union with the Employer, the employee shall be released from scheduled duties without loss of wages.

# D. FREEDOM OF INFORMATION

In response to reasonable requests, the Employer will provide to the Union all information which is available under the Freedom of Information Act. The Union may be required to pay costs incurred by the Employer in providing this information.

#### E. PERSONNEL FILE

Employees will have the right to review the contents of their personnel file. At the request of the employee, a representative may be present. Employees may submit a written notation regarding any material in the personnel file, and the same shall be attached to the file copy of the material in question.

#### F. BULLETIN BOARDS

Bulletin board whose locations are specifically designated by the Employer shall be made available for use by the Union and its members.

#### 2.2 THE EMPLOYER'S RIGHTS

The Employer, on its own behalf and on behalf of the district, hereby retains and reserves unto itself, without limitation 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 to the executive management and administrative control of the school system and its properties and facilities, and the direction of the activities of its employees within the scope of their employment; to establish written personnel and other policies; and to establish policies, bus schedules, the hours of work, and other duties, responsibilities and assignments of employees, terms and conditions of employment not in conflict with this Agreement. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement, and shall not direct or require any employee to violate any Federal or State law or regulation.

# 2.3 SENIORITY

# A. <u>DEFINITION</u>

Seniority shall be defined as the length of service in the district in a position within the bargaining unit.

#### B. SENIORITY LIST

Employees shall accrue one (1) day of seniority for each day (or portion thereof) paid. One hundred eighty (180) days shall be the maximum seniority accrual in any school year (July 1 through June 30). Employees shall be ranked on the seniority list, with the employee who has accrued the greatest number of days seniority being the most senior, and the employee who has accrued the least number of days seniority being the least senior. The seniority list shall be prepared by the Employer, updated every year, and reviewed by the Union.

### C. SENIORITY LOST

Seniority shall be lost by an employee upon termination, resignation, or retirement.

### D. SENIORITY CONTINUED

Seniority shall continue to accumulate and shall not be lost when an employee is on leave due to an injury or accident which is compensable under the Employer's workers' compensation insurance for a period of up to twelve (12) months; when an employee is on leave to serve in the armed forces of the United States; or when an employee is on any paid leave of absence.

### E. SENIORITY FROZEN

Seniority shall not be lost, but shall not continue to accumulate, when an employee is on unpaid leave of absence; when an employee is on layoff status; or when an employee transfers to a position under the Employer not in the bargaining unit.

# F. PROBATIONARY EMPLOYEES

There shall be no seniority among probationary employees. When an employee finishes the probationary period, the employee shall be placed on the seniority list with credit for all days worked, in accordance with Section 2.4.

# 2.4 PROBATION

All new employees shall be on probation until they have worked sixty (60) days. For the purpose of this section only, any part of a day worked shall count as a work day. During the probationary period the employee may be laid off or terminated at the sole discretion of the Employer. Probationary employees

will have none of the rights and privileges extended by virtue of this Agreement except those pertaining to the wage schedule. At the conclusion of the probationary period, the Employer will furnish the employee with a copy of the Master Agreement and applications for insurance benefits.

2.5 Reduction in Work Force

#### A. DEFINITION

The word layoff shall mean a reduction in the number of bargaining unit employees, with recall rights.

#### B. REDUCTION PROCEDURE

In the event a position within the bargaining unit is eliminated, the following procedure will be used:

- 1. The Employer will identify the position being eliminated.
- All remaining positions will be posted for bidding by employees in the job classification.
- 3. An employee who, as a result of the elimination of a position finds no position remaining on the list for bidding, has the right to displace the least seniored employee in another job classification covered by this agreement providing the employee is qualified and has more seniority than the displaced employee.

# C. RECALL PROCEDURE

- 1. Employees shall be recalled in inverse order of layoff.
- 2. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall be considered terminated.

#### SECTION 3 - WORKING CONDITIONS

#### 3.1 ASSIGNMENTS

#### A. JOB ASSIGNMENTS

Job assignments shall be made on the basis of seniority. All jobs shall be bid at the beginning of each school year. At the request of the Union, all jobs will be rebid within four (4) weeks of the start of school.

#### B. VACANCIES

The Board shall notify the employees by posting newly created or vacant positions to be filled within the bargaining unit. Within ten (10) working days after notice is given, any employee may submit a letter to the supervisor indicating his/her interest. All job postings shall include location of route, number of students, and beginning and ending times of run. Positions will be filled on the basis of seniority and proper certification. Notification of assignment or non-assignment will be sent to each applicant and to the Union President.

#### C. TEMPORARY ASSIGNMENT

Temporary assignment of substitutes to regular runs shall not exceed four (4) weeks.

### D. SUBCONTRACTING

Work requiring a certified school bus driver and a school bus shall not be subcontracted except in emergency situations, of when a commercial carrier is used for extra trips.

# 3.2 EXTRA TRIPS

# A. ASSIGNMENTS

Extra runs will be posted on the extra run board. The extra run board will be in order of seniority, but will equalize extra trip hours, so that all regular run drivers have the opportunity to accept or reject the same number of extra trip hours. A driver may request to be placed on the extra run board upon completion of sixty (60) days driving a permanently assigned route. Guidelines for assignment of extra runs (see addendum) will continue in effect until changed by mutual agreement.

#### B. MINIMUM PAY

A driver shall not be paid less than one (1) hour's wages for any extra trip, unless that extra trip immediately precedes or follows a regular run or another extra trip.

#### C. NUMBER OF TRIPS DAILY

In any one day a driver may not drive more than two (2) extra trips. In case of emergency, or if no driver agrees to drive, the supervisor shall assign a driver.

#### D. DEFINITION

Extra trips shall be defined as those trips that do not involve the transportation of children between their home and school or the school and their home in a school bus.

#### E. MEALS

On trips of twenty-five (25) miles or greater as measured from the bus garage, that are of four (4) hours or more in duration, that cause the driver to miss his/her normal breakfast (7:00-8:00 a.m.), lunch (11:30-12:30), dinner (5:30-6:30) and the driver must purchase his/her meal at a commercial establishment, the driver shall be reimbursed the cost of the meal or breakfast. Breakfast - \$3.00; lunch - \$4.00; dinner - \$7.00, whichever is less. The driver must provide the district with a receipt for the meal purchased before reimbursement is made.

### F. DRIVING TIME

Time for overnight trips shall begin at the time of leaving the bus garage until arrival at the destination and the parking of the bus for the night. Time shall begin again at the time of securing the bus for loading and continuing until the discharge of the bus at the bus garage. All meals and lodging for the bus driver shall be paid for by the school district upon presentation of receipts or proof of said meals and lodging expense.

# G. DIRECT PAYMENT

All extra trips shall be paid for directly by the school district to the bus driver.

#### H. ADDITIONAL DRIVERS

The bus supervisor may assign two (2) drivers to an extra run if weather conditions or distance of trip warrants such arrangement. Both drivers will receive full pay.

#### I. OVERTIME

Extra trip assignments shall be adjusted such that unusual payment of overtime may be avoided. A driver may take compensatory time off during the work week so as not to exceed the forty (40) hours per week limit. If, however, the forty (40) hour per week limit is exceeded, time and one-half shall be paid at the extra trip rate for hours in excess of forty (40) hours.

# 3.3 WORKING CONDITIONS

#### A. SAFETY

The Employer shall assign work in compliance with applicable statutes and governmental regulations relating to the safety of the person or the equipment.

#### B. CLEANUP

Each employee is required to clean their bus each day. Cleanup shall be defined as cleaning the interior of the bus, cleaning exterior light lenses, the windshield, rear glass and mirrors, and checking for vandalism and lost articles.

# C. OPERATION

Each employee shall be required to perform a visual inspection in accordance with Department of Education guidelines prior to operating a bus. This shall include checking fluid levels, and fueling a regularly assigned bus. A bus used for other trips must be fueled at the conclusion of the trip.

# D. PHYSICAL PROTECTION

Employees may protect themselves, other employees, teachers, administrators, or students, from attacks, physical abuse or injury, or may prevent damage to school district property.

# E. LEGAL PROTECTION

If any employee is subject to legal action by reason of an action taken by the employee within the scope of employment as defined by Board of Education and administrative policies, the Employer shall provide legal counsel for the defense of the employee, with the following conditions:

- The Employer retains the right to name legal counsel, and to determine length of appeals, if any.
- It is agreed that the employee must assist the named legal counsel in all possible ways.
- The employee has the right to retain legal counsel at the employee's expense.

### 3.4 DISCIPLINE

### A. JUST CAUSE

Employees shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or occupational advantage, discharges, or other actions of a disciplinary nature) only for just cause. Discipline shall be subject to the grievance procedure.

# B. REPRESENTATION

An employee shall be entitled to have present a representative for any disciplinary matter. The employee shall be advised by the Employer of the right to representation under this provision of the Agreement.

# C. DUE PROCESS

Due Process for discipline is as follows:

- Discussion of problem with employee.
- Verbal warning to employee.
- 3. Written warning included in personnel file.
- 4. Suspension with pay.
- 5. Suspension without pay.
- 6. Dismissal.

It is agreed that specific grounds for suspensions and dismissals shall be made available to the employee and the Union in writing. Further it is agreed that the seriousness of the problem could cause the problem to be dealt with at a higher level in the order of discipline than Step 1 (i.e., it could start at Step 5). Also, once the discipline process starts, steps in the system may be missed (i.e., it could start at Step 2 and go to Step 6).

#### D. SUSPENSION

It is agreed and understood that employees may be suspended for acts such as, but not limited to:

- 1. Willful mishandling of students.
- 2. Willful abuse of equipment.
- 3. Failure to follow written or verbal instructions.
- 4. Traffic citation.
- 5. Failure to report on time.

#### E. DISCHARGE

It is agreed and understood that employees may be discharged for acts such as, but not limited to:

- 1. Reporting to work under the inflence of drugs or liquor.
- Failure to meet State of Michigan regulations for bus drivers, if applicable.
- 3. Willful violation of this Agreement.

#### F. COMPLAINTS

Written complaints regarding an employee shall include names of the complainants and any administrative action taken, and shall be reviewed with the employee before placement in the personnel file.

#### 3.5 PHYSICAL ABILITY

#### A. FREEDOM FROM TUBERCULOSIS

All personnel, at their expense, shall show proof of freedom from active tuberculosis within fourteen (14) days of starting employment, and shall continue to do so annually, or less frequently, as required by the Employer.

#### B. EXAMINATIONS

The Employer reserves the right to require that an employee submit to a physical and/or psychological examination by qualified person(s), in which case the Employer is entitled to all information relevent to job performance. If such person declares an employee is unable to fulfill his/her assigned obligations, the employee may request another examination to be performed by some other qualified person designated by the Employer. The Employer shall bear the full cost of these examinations, other than annual physicals.

#### C. BUS DRIVER PHYSICALS

Employees who drive bus shall submit to a physical examination annually as required by the Employer. The Employer shall bear the cost, up to \$25.00 annually.

#### SECTION 4 - LEAVES

#### 4.1 PAID LEAVES

#### A. SICK/FUNERAL LEAVE

At the beginning of each school year each employee shall be credited with twelve (12) days to be sued for absences of the employee for reasons outlined below. The unused portion of such allowance shall be accumulative to ninety (90) days. An employee who is paid less than one hundred eighty (180) days in a year shall be credited a prorated share of the twelve (12) days. Leave days may be used for the following:

- Personal Illness or Disability The employee may use all or any portion of leave days accumulated to recover from illness or disability which shall include childbirth and complications of pregnancy.
- Illness of an Immediate Family Member The employee may take a maximum of five (5) days per illness of an immediate family member.
- 3. <u>Death in the Family</u> The employee may use days reasonably necessary in case of death in the immediate family.
- 4. Death of Close Friends or Relatives Outside the Immediate Family No more than three (3) days including travel to attend the funeral of a close friend or relative outside the immediate family.

#### B. PERSONAL LEAVE

An employee may take two (2) days to be used for personal reasons. An employee must request use of a personal day at least one (1) day in advance, in writing, except in emergency situations. Personal business days shall not be used in situations for which leave is provided under this Agreement, nor to extend vacations, holidays, or travel related thereto, nor for purposes related to a second income or seeking other employment. If necessary, the Employer may limit the number of employees taking personal business leave on any day.

#### C. COURT APPEARANCE

Leave with pay not deductible from sick leave shall be granted for court appearances in any case connected with the employee's work when the Union is not a party to the litigation. Paid leave of absence will be granted for jury duty, but any compensation received by the employee in the form of witness fees or jury pay, excluding expense reimbursement, will be given to the Employer to offset wages paid.

#### D. UNUSED SICK DAYS

When an employee who has five (5) years' service in the district retires or resigns from the district, the employee shall receive a final payment of twelve and one-half dollars (\$12.50) for each accumulated unused sick day. A death benefit of \$125.00 or \$12.50 for each accumulated unused sick day, whichever is greater, shall be paid to the estate of an employee within thirty (30) days of death.

# 4.2 UNPAID LEAVES

# A. LEAVES OF ABSENCE

Leaves of absence for reasonable periods not to exceed one (1) year may be granted upon request for:

- Serving in any public position.
- Maternity and child care leaves. Such leave may be extended for a reasonable period of time at the discretion of the supervisor.
- 3. Extended illness (physical or mental) beyond accumulated sick leave.
- Prolonged illness in the immediate family.

- 5. Educational leave without pay for a period up to an adademic year for each employee who wishes to attend school as a full-time student.
- 6. Short-term personal leave.
- 7. Military leave.
- Other leaves approved by the Superintendent.
   Benefits shall not accrue during an unpaid leave.

#### B. APPLICATION FOR LEAVE OF ABSENCE

An application requesting a leave of absence pursuant to this Article must be submitted to the Superintendent no later than three (3) weeks prior to the time the leave is to commence. Exceptions shall be made under extenuating circumstances. The Board reserves the right to limit to a reasonable number the employees on leave at one time. The request for the leave of absence must be in writing setting forth the reasons for the leave of absence and the anticipated length of time; and if requested, verification shall be submitted. Any extensions for leaves of absence shall be handled the same as the request for the regular leave.

#### C. RETURNING FROM LEAVE

Employees returning early from leave of absence must submit a request to return to work in writing. Employees returning from a medical leave of absence may be required to certify their ability to return to work at least five (5) working days prior to the requested date of the return. Employees returning early from leave must wait for the next available job opening. Employees returning on the planned date will be placed in the position they left, or an equivalent position.

# D. FAILURE TO RETURN

Failure to return from an approved leave on the agreed upon date shall mean the employee has voluntarily terminated his/her employment with the Employer.

#### E. MAINTENANCE OF BENEFITS

Employees who desire to maintain their health care benefits during the period of the leave may do so by arranging to pay monthly in advance the cost of the premium to the Employer.

### SECTION 5 - WAGES AND BENEFITS

#### 5.1 WAGES AND REIMBURSEMENT

#### A. REGULAR WAGES

Regular daily wages shall be paid for all days when school is not in session, but which are counted for state membership aid. Wages shall not be paid for days when school is not in session which are not counted for state membership aid.

#### B. BUS DRIVER CLASSES

Employees will be paid their regular hourly rate while in attendance at the Michigan School Bus Drivers Safety Education classes.

#### C. MILEAGE

Employees will be reimbursed at the I.R.S. rate per mile when they drive their own vehicles on official school business at the request of the transportation supervisor.

#### D. CHAUFFEUR'S LICENSE

The Board shall reimburse drivers for the cost of renewing a Class-3 chauffeur's license.

# E. WAGE SCHEDULE

POSITION ACCRUED Y	EARS OF	SENIORITY	85 /86 RATE	86/87 <u>RATE</u>	87/88 <u>RATE</u>
Drivers Pr	robation		\$6.05	\$6.45	\$6.85
	0-1		5.25	6.65	7.05
	1-2		6.45	6.85	7.25
	2-3		6.60	7.00	7.40
	3-4		6.75	7.15	7.55
	4 –5		6.90	7.30	7.70
	5-10		7.05	7.45	7.85
	10-15		7.20	7.60	8.00
	15-20		7.35	7.75	8.15
	20-25		7.50	7.90	8.30
#: #	25-30		7.65	8.05	8.45
Bus Aides			6.05	6.45	6.85
Extra Trips			6.05	6.45	6.85

### 5.2 EMPLOYEE BENEFITS

#### A. EMPLOYEE BENEFIT PLANS

The Employer shall pay \$1.35 per hour for drivers selecting Full Family Health Insurance, \$1.05 per hour for drivers selecting two person Health Insurance, and \$.85 per hour for drivers selecting one person Health Insurance up to the maximum yearly premium. At the beginning of each school year drifers will have the option of selecting either MESSA Super Med I or MESSA Super Med II.

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The Employer shall pay \$.50 per hour for drivers not selecting Health Insurance toward any of the following MESSA Insurances if the driver so selects:

- a. Group Hospital Confinement Indemnity Insurance
- b. Group Short Term Disability Income Insurance
- c. Group Long Term Disability Income Insurance
- d. Group Term Life Insurance (Self Only)
- e. Group Dependent Term Life Insurance

It is expressly agreed that the monies earned from September 1 through August 31 can be applied to insurance premiums only during the insurance year of October 1 through September 30. Further, that the amounts per hour provided by this Article are to be applied only to employee insurance benefit premiums designated, and used for no other purpose.

#### SECTION 6 - ADDENDUM

### A. GUIDELINES FOR ASSIGNMENT OF EXTRA TRIPS

 New drivers, and drivers returning from an extended leave of absence (over two (2) weeks) will be assigned the longest number of hours on the board at the time they are either put on the board or reinstated to the board.

Drivers returning from illness leave, disability leave, or funeral leave of longer than two (2) weeks shall be excluded from this provision (i.e. shall not have the longest hours assigned to their names.)

- 2. All runs shall be offered on the basis of extra run seniority (i.e., the driver with the lowest number of accumulated hours on the extra run board shall have first choice.) This shall be effected regardless of influence of, or requests from, the supervisor of the trip or other school personnel.
- Drivers shall be offered extra runs a maximum of five (5) days and a minimum of two (2) days prior to the departure of the trip whenever possible.
- Runs will be assigned at 2:00 p.m. two (2) days prior to the date of the trip whenever possible.
- Drivers not on the board may be assigned extra runs if no driver on the board requests the assignment.
- 6. Runs shall be rounded off to the nearest quarter-hour for ease of operation of the extra run board. This will not affect the payment for extra runs to the exact minute, but will aid in maintaining the board only.
- A complaint about the extra run board should not be directed at the person running it but should be taken to the Union President for discussion and action.
- 8. The extra run board will be transferred to a poster-sized sheet, kept up to date, and prominently displayed for all drivers to see.