

MASTER AGREEMENT
BETWEEN
MASON CONSOLIDATED SCHOOLS
AND
MASON TRANSPORTATION DEPARTMENT

JULY 1, 2004

THROUGH

JUNE 30, 2007

ARTICLE I

PURPOSE

1. This Agreement is entered into by and between the Mason Consolidated Schools Board of Education, hereinafter referred to as the “Board” and the Teamsters Local 214, hereinafter referred to as the “Union”. The term “driver” whenever used hereinafter shall apply to males and females alike.

2. The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. The parties agree that their undertakings in the agreement are mutual. Any previously adopted Policy, rule, or regulations of the parties which contradicts an express provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE II

RECOGNITION

1. The Board hereby recognizes the Union as the sole and exclusive bargaining agent for all regular drivers excluding all supervisory and substitute drivers and all other employees of the employer. Unless otherwise indicated, the term “Employee” when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit represented by the Teamsters Local 214, and only to such persons.

2. Financial Responsibilities and Payroll Deductions - Membership in the Union is not compulsory. Employees have the right to join or not join, maintain, or drop their membership in the union. Neither party to this Agreement shall expect, pressure, nor discriminate against any employee with regard to such matters. The Union is required to

represent all employees in the bargaining unit fairly and equally without regard to whether or not the employee is a member of the Union.

All present employees who are members of the bargaining unit on the effective date of this Agreement shall, as a condition of employment, become obligated to either join the Union or pay a service fee in an amount equal to that portion of the Union membership dues which relates to the negotiation and administration of this Agreement. For present employees, this obligation shall commence on the date of execution of the Agreement; for future employees who become members of the bargaining unit, the obligation shall commence on the thirty-first (31st) day following their date of entry into the bargaining unit.

The District agrees to deduct the Union membership initiation, assessment, and service fees, and once a month, Union dues from the pay of those covered by this Agreement in accordance with the Constitution of Teamsters Local 214. These deductions shall occur only after the employees covered by this Agreement request, in writing, that such deductions be made. The amount to be deducted shall be certified by the Treasurer of the Union, whose identity shall be immediately made known to the District and aggregate deductions of employees covered by this Agreement shall be remitted, together with an itemized statement indicating the composition of the remittance, to the Treasurer of the Union by the 15th of the month after which said deductions are made.

Accompanying the transmittal of monies deducted, the Board shall send a list of employees who have had monies deducted from their pay, the amount deducted from each employee and any other pertinent information necessary to administer this Article.

Check-off deductions under all properly executed Authorization for Check-off forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter.

An employee shall cease to be subject to check-off dues/fees for this unit beginning with the month immediately following the month in which the employee is no longer a member of the bargaining unit. The Union will be notified by the Board of the names of such employees following the end of each month in which the termination took place.

An employee who refuses to comply with the terms of this Article shall be subject to discharge from his position in the bargaining unit upon thirty (30) days written notice to the District from the Union.

The Union agrees to defend, indemnify, hold harmless, and save the District, the Board, individual members of the Board, and the Board's administrative employees against any and all claims, demands, cause of action, suits, or other forms of liability which arise out of or relate to the Board's compliance with, or enforcement of, this Article of the Agreement.

The Union shall deliver to the Superintendent, on or before the third Monday in September and immediately thereafter, whenever a change in the amount is made, a written statement specifying the amount of the fee.

Should the indemnification/hold harmless provision set forth above be declared unenforceable or void by a court of competent jurisdiction, Section 2 above shall immediately be considered inoperative.

Should any provision of this Article be declared invalid, contrary to law, unenforceable or void under Federal law or the laws of the State of Michigan, both parties shall comply with such declaration. The Board and the Union agree to meet and attempt to modify or renegotiate that provision in order to be in compliance with the Federal or State law.

3. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee, as defined in Article I, Section A, of the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiations, and other lawful concerted activities or mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States, that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union, his/her participation in any lawful activities of the Union, or collective professional negotiations with the Board, or his/her institution of any grievance or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

4. Each employee covered by this Agreement shall be provided a copy by the union.

ARTICLE III

UNION RIGHTS

1. The Board agrees to furnish the Union, in response to reasonable requests, all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, tentative budgetary requirements including allocation board budgets, membership data, staff directories, salary schedules, and such other information that will assist the Union in development of intelligent, accurate, informed and constructive programs on behalf of its members.

2. The Union and its members shall have the right to use school building facilities, subject to Board policy 7510 and Administrative guidelines 7510(A), at all reasonable hours, for meetings, social meetings, and fund raising activities; this includes use of equipment necessary for the preparation and conduct of the Union's activities at no expense to the Board of Education.

3. Bulletin boards and other established media of building, intra-system, and school-community communication shall be made available to the Union and its members.

4. The Board shall provide five (5) school days per year of release time for the purpose of Union business. The Board shall pay for the cost of the substitute. The Union shall pay the cost of the driver's salary. The Union agrees to notify the Board no less than forty-eight (48) hours in advance of the taking of such release time.

5. An employee engaged during regular working hours in negotiating on behalf of the Union with any representative of the Board or participating in any professional grievance negotiation with any representative of the Board shall be released from regular duties without loss of salary. Negotiations will be conducted during and after business

hours on an alternating basis. The Board shall not pay the bargaining team for negotiations during regular non-driving hours.

6. The Board pledges not to discriminate against any employee on the basis of race, sex, creed, national origin or ancestry, marital status, physical characteristics or disability or place of residence. Furthermore, The Board agrees that it will comply with the applicable provisions of the Americans with Disabilities Act.

7. The private and personal life of any employee is not within the appropriate concern or attention of the employer nor shall the employee's personal and private life be the subject of discipline, unless it has an adverse impact on the ability of the employee to perform his/her duties, or if a nexus is found between it and the School District.

ARTICLE IV

BOARD'S RIGHTS

1. The Board of Education reserves the sole right to administer the operations of the school system, including the day-to-day operation as required, to assure the effective control of personnel, and to accomplish appropriate use of the facilities, subject to the collective bargaining agreement, state and federal statutes.

The School District, on its own behalf, and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, the Revised School Code of 1995, and all other applicable laws, codes and regulations and any modifications made thereto. Further, all rights which ordinarily vest in and are exercised by employers, except such as are

relinquished herein, are served to and remain vested in the School District, including but without limiting the generality of the foregoing, the right:

- a. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any new services, materials, or methods of operations;
- b. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment, and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- c. To determine the number, location and type of facilities and installations;
- d. To determine the size of the work force and increase its size, subject to the limitations imposed by this agreement;
- e. To hire and layoff employees;
- f. To direct the work force, assign work and determine the number of employees assigned to operations, subject to the limitations imposed by this agreement;
- g. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications and determine the qualifications therefore. However, the effect on the bargaining unit of any establishment, change, combination or discontinuance of job classifications and the establishment of wage rates for any new or changed classifications shall be the subject of collective bargaining;
- h. To determine lunch, rest periods and clean-up times;
- i. To discipline and discharge employees for just cause;
- j. Furthermore, the School District, as employer, shall retain as management rights any and all powers and rights over wages, hours and other conditions of employment not abrogated in this agreement.
- k. The School District retains the right to direct supervisory employees, non-bargaining unit employees, or other administrative personnel to perform bargaining unit duties normally performed by bargaining unit members whenever, in the reasonable determination of

the Board or its designated representative, such duties on a temporary basis are necessary to ensure continuity of essential administrative or educational function of the School District. The performance of such duties shall not, however, result in the displacement or replacement of regular bargaining unit members. The Employer shall not abridge any rights of employees as specifically provided for in this Agreement. The Union recognizes that this does not give them any rights not provided for in this Agreement or by State Law.

- l. To establish, maintain and enforce work rules relative to the job classifications covered by this agreement.
- m. The Union shall be notified of all subcontracting of bargaining unit work in advance. However, such notification will not preclude the School District from exercising its rights under 1994 PA 112.

ARTICLE V

WORKING CONDITIONS

1. The Board of Education shall comply with all federal, state and local health and safety standards and regulations, including, but not limited to, all occupational health and safety associations and Michigan Occupational Health and Safety Administration Rules, Regulations and Standards, as well as safety related rules and regulations promulgated by the Michigan Department of Education or Transportation.

2. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. The Board will provide adequate rest areas, lounges and restrooms for bargaining unit members' use. Bargaining unit members shall not smoke on school district property.

3. The Board shall support and assist bargaining unit members with respect to the maintenance, control and discipline of students on buses and when loading and unloading buses. The Board will take reasonable steps to relieve the bargaining unit members of responsibilities with respect to students who are disruptive or who repeatedly violate rules

and regulations. Bargaining unit members may use such physical force with a student as is necessary to protect themselves, a fellow bargaining unit member, or another student from attack, physical abuse or injury, or to prevent damage to district property. Nothing in this provision shall be construed to authorize any employee to violate federal or state law regarding student discipline.

4. The Director of Transportation shall be the immediate supervisor of the bargaining unit employees.

5. The Board shall provide without cost to the bargaining unit member the following:

a. Approved first aid kits and materials in all buses and other areas, including lounge areas where bargaining unit members are on duty or on standby duty and all safety equipment required by law;

b. Employees shall be provided appropriate training, as needed;

c. Pre-payment or reimbursement for all physical examinations, including testing for tuberculosis by x-rays required by the Board or by State or Federal regulations for continued employment, if required by law;

d. The District will reimburse drivers for required chauffeur licenses, CDL's, with proof of expenditures, excluding personal operator's licenses, but including a one time payment of costs to drivers for state-required road testing, unless other testing is required by the District. New drivers must complete the probationary period before becoming eligible for reimbursement. (per Article XI, Section 8).

6. It will be the bargaining unit member's decision, in consultation with administration, as to whether a bus is fit for use. Bargaining unit members will record a Daily Safety and Inspection report, and submit such report to the Transportation Department at the end of each month. If a bus has a defect which is reported on a work order, and such defect is not remedied or repaired, said bus will be considered as unfit and unsafe for use after five (5) working days from the date when the defect was first reported, so long as the defect is reasonably related to the safe operation of the vehicle. In such case, said bus will be removed from service until all necessary repairs have been completed.

7. A bargaining unit member will not be suspended, discharged, reprimanded or otherwise disciplined for legitimately refusing to drive a bus under the provisions of this article. If a bargaining unit member is cited by a law enforcement agency for bus defects or equipment failure, such bargaining unit member shall not be subject to discipline if he/she has complied with the reasonable requirements of the Board pertaining to safety and maintenance, and the provisions of this Agreement.

8. A joint Driver Safety Committee will be established immediately upon ratification by the parties to this Agreement. Such Safety Committee will be composed of no more than three (3) members each of the Union and the Administration. The Safety Committee will meet as necessary to discuss and seek solutions to concerns and problems of a safety nature involving such matters as condition of equipment, road conditions and the condition of driveways, parking areas and sidewalks on the premises, and such other matters of mutual concern as may be of interest to the parties and which are of a nature as to warrant attention by the Committee. Solutions or remedies to safety concerns or

problems discussed by the Safety Committee may be immediately implemented without recourse to any ratification procedure by either party so long as such implementation does not conflict with the express provisions of this Agreement.

9. A daily A.M. inspection will be made by each bargaining unit member on the bus he/she will drive that morning.

10. All employees who are asked to conduct district business by using their own vehicles on the job shall be reimbursed for mileage at the Board approved rate.

11. All training for new skills, District or State mandated, shall be paid by the District in accordance with District policies and guidelines. The District agrees to pay for any associated employee expenses such as registration fees and for registration materials, mileage, lodging and meals. Employees shall also receive an \$80.00 stipend per day in lieu of their regular pay.

12. Bus Drivers shall be in-serviced on Department of Transportation (DOT) rules and procedures for drug testing, to the extent required by law.

13. Bus drivers shall follow DOT rules for breaks.

14. Any written or oral complaint directed toward an employee shall be promptly called to the employee's attention. If such complaint is to be made part of the employee's personnel file or a matter of other written record, management must reveal the name of the complainant and the nature of the complaint. The employee may submit a written statement to be attached to and filed with the original complaint.

15. Substitute drivers will only be used for shuttle bus driving work when a regular driver is not available.

16. The District may install cameras in school buses primarily to improve student behavior and safety. The Driver will be notified when the videotaping system is on the bus. All Federal and State law will be complied with as to cameras and videotapes.

17. Drivers will be offered temporary vacant aide runs and/or aide positions should the District fail to locate a substitute aide. Drivers working under this provision will be paid at the downtime rate. Any hours worked under this provision will not be counted towards eligibility requirements for other benefits. Should it be determined that taking a vacant run would result in a driver exceeding 40 hours in a week, that driver will be ineligible for the run unless it is an emergency situation.

ARTICLE VI

GRIEVANCE PROCEDURE

1. DEFINITION

A grievance is a claim by a member or members, or the Union, that there has been an alleged violation, misinterpretation or misapplication of one or more specific terms of this agreement, established law, or written policy of the Board.

2. HEARING LEVELS

INFORMAL LEVEL: When a cause for complaint occurs, the affected bargaining unit member(s) shall request a meeting with his/her immediate supervisor within ten (10) days of the event giving rise to the grievance and, in the event of a payroll dispute, ten (10) days after the check is issued. The Union may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.

3. FORMAL LEVEL 1: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and the immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within ten (10) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within ten (10) days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievants and the Union.

4. FORMAL LEVEL 2: If the Union is not satisfied with the disposition of the grievance at Level 1, or if no disposition has been made within ten (10) days of receipt of the grievance, the grievance shall be transmitted to the Superintendent or his/her designee within ten (10) days from the date the disposition was due. Within ten (10) days after the grievance has been so submitted, the Superintendent or his/her designee shall meet with the Union on the grievance. The Superintendent or his/her designee, within ten (10) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Union and the grievants.

5. FORMAL LEVEL 3: If the grievance is not settled at Level 2, the Union shall provide written notice to the District within ten (10) days of receipt of the Level Two answer that the grievance has been referred to Teamsters Local 214's Grievance Panel to determine whether or not the grievance will be referred to arbitration. The Panel shall make its determination within thirty (30) days of receipt of the Level Two answer. The District will be notified in writing within (10) days of the Panel's decision.

6. FORMAL LEVEL 4: If the Teamsters Local 214's Grievance Panel decides to refer the grievance to arbitration, written notice of that request shall be submitted to the Board of Education within ten (10) days of the Panel's decision. Such grievance shall be presented before an impartial arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) school days after the date of request for arbitration, the arbitrator shall be selected according to the rules of the American Arbitration Association, and these rules shall likewise govern the arbitration proceeding. In no event shall an arbitrator be empowered to modify, detract from or alter the provisions of this Agreement. The decision of the arbitrator shall be binding and in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. All arbitration hearings will be held at the School District.

The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant. The costs for the services of the arbitrator including expenses, if any, shall be borne equally by the Board and the Union.

Probationary employees are excluded from the arbitration process as to discipline only, and from Article VI as to discharge.

MISCELLANEOUS CONDITIONS:

A. The term "days" when used in this Article shall mean work days. Time limits may be extended by mutual written agreement.

B. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

C. Grievances filed as Union grievances may, at the option of the Union, be initiated at Formal Level #2 of the grievance procedure.

D. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost; however, in the case of arbitration, the arbitrator's decision will be binding. If any bargaining unit member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.

E. For the purposes of assisting a bargaining unit member or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Board shall permit a Union representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the Board which pertain to an affected bargaining unit member or any issue in the proceedings in question. All requests for records will be in accordance with the law. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

F. Only the Union, and not an individual driver, may submit a grievance to arbitration.

G. The arbitrator shall have no power to rule on the termination of services of a probationary employee.

H. In the event the Employer does not meet on or answer a grievance within the time limits, the grievance will be deemed to be denied and the Union may move the

grievance to the next step in the grievance procedure. Failure to move the grievance by giving written notice to the Employer within ten (10) days after the meeting or answer was required by the contract shall result in the involved grievance being deemed to be abandoned and settled on the basis of the Employer's last answer.

ARTICLE VII

DISCIPLINE OF EMPLOYEES

A. No employee shall be disciplined or non-probationary employee discharged without reasonable and just cause. The Employer will utilize progressive disciplinary techniques when correcting an employee. The parties recognize that when implementing progressive discipline some acts of misbehavior are so repugnant as to require severe disciplinary measures for first offenses. The progressive disciplinary policy will be as follows:

1. Oral warning with written documentation in the Employee's file.
2. Written reprimand.
3. One (1) day suspension without pay.
4. Three (3) day suspension without pay.
5. Discharge.

B. All supervisors shall be cautioned against reprimanding employees in the company of other employees (except representatives) or other adults or students.

C. In the case of a dismissal, discharge or suspension of an employee, the Union Steward shall be advised of the reasons for dismissal, discharge, or suspension as soon as reasonably possible. Written notification of dismissal, suspension, and other disciplinary action shall be sent to the employee and the Union. Causes which may be deemed

sufficient for suspension, dismissal or other appropriate disciplinary action include, but are not limited to, the following:

1. Unauthorized or excessive absence without good reason from work;
2. Commitment or conviction of any criminal act;
3. Disorderly or immoral conduct;
4. Incompetence or inefficiency;
5. Insubordination;
6. Bringing intoxicants into, or consuming intoxicants on any school property, or reporting for work under the influence of intoxicants of any kind, in any degree whatsoever;
7. Neglect of duty;
8. Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment;
9. Violation of any lawful regulation or order made by a supervisor;
10. Willful violation of any provisions of this contract;
11. Deliberate falsification of records and reports.
12. Unprofessional conduct;
13. Accidents, poor driving or receipt of traffic citation.

D. All dismissal and suspensions shall be without pay. No suspension shall be effective for a period of more than ten (10) working days without the prior approval of the Board of Education.

E. Disciplinary citations in drivers' personnel files, including written references to driver's verbal warnings will be removed after twenty-four (24) months, provided there

is no discipline on the employee's record for a similar offense. If the offense has been repeated, the removal period shall be forty-eight (48) months.

ARTICLE VIII

OTHER PAID LEAVES

1. Personal Business Days - Two (2) personal business days may be allowed per year. These days shall be noncumulative. Request for personal business days shall be made at least 24 hours in advance of the time to be used and must be approved by the Superintendent's Office. Any personal business day which is not used during the school year may be applied to the accumulated sick leave at the end of the school year. Personal Business days shall not be used for the following purposes:

- a. To extend a school holiday and/or vacation.
- b. To work at other employment.

Should the number of bus drivers requesting personal leave for the same day result in the District not having enough drivers to fill all runs, or would result in a disruption in the transportation of students, such leaves shall be granted in the order they were requested.

Personal business days must be used prior to any requests for unpaid leave being submitted for consideration.

2. Jury Duty - Any bargaining unit member called for jury duty, or who is subpoenaed by the Board of Education to testify during working hours in any judicial or administrative hearing, including requested attendance during an arbitration or fact-finding proceeding, shall be paid his/her full compensation for such time less the amount received for jury duty. This section shall not apply to situations where the employee is a

party to litigation (civil, criminal, labor arbitration or administrative hearing) against the Board of Education or is subpoenaed by the Union to testify against the Board of Education.

3. Bereavement/Funeral Leave - The bargaining unit member shall be granted a maximum of three (3) consecutive days paid leave per death for immediate family members. Immediate family shall be interpreted as spouse, mother, father, son, daughter, brother, sister, grandchildren, grandparents, (including step relationships for all of the preceding), and current grandparent in-law, current brother and sister in-law, and any other member of the family who is a resident of the household in which the employee is residing. Unused funeral/bereavement leave shall not be cumulative. Two additional days with pay may be granted by the Superintendent at his/her discretion. Employees may be granted up to one (1) day per incident with pay to attend funeral, on the day of the funeral, of non-immediate family persons at the discretion of the Superintendent of Schools or designee, with such days to be deducted from the employee's earned paid leave.

4. The 12-month bus driver assigned to the ISD run shall be entitled to 2 weeks of vacation pay, based on the number of hours actually worked, which shall be taken during the period that the ISD is closed for summer vacation.

ARTICLE IX

SICK LEAVE

1. For purpose of calculating sick leave accrual, one (1) day of sick leave per month is earned when the employee works one-half (1/2) the number of days scheduled to

work for that month. At the beginning of each school year, ten (10) days of accumulated sick leave will be credited into the employee's account. In the event the school year ends prior to the employee earning sufficient days credited at the beginning of the year, the employee will be responsible for paying the District the difference. The unused portion of sick days shall accumulate from year-to-year to a maximum of 125 days (531.25 hours). In the case of the twelve (12) month ISD driver, the maximum accumulation shall be 135 days reduced to hours. The Board shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member. The actual number of hours used as sick days will be tallied, and drivers will be notified of their accumulations. Sick leave hours shall be based on the actual number of hours worked with a four and one-quarter (4-1/4) hour minimum daily. When a driver takes on additional driving hours on a temporary basis, credit will be given only if the hours are driven for four (4) consecutive weeks.

2. The sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:

- a) Personal Illness or Disability - A bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
- b) Illness in the Immediate Family - A bargaining unit member may use for serious illness in the immediate family sick leave

which requires the employee's presence. Immediate family shall be interpreted to include father, mother, brother, sister, husband, wife, child, parent-in-law, grandparents, or any other member of the family or non-immediate family member who is a resident of the household in which the employee is residing.

Stepchildren are included in non-immediate family.

3. A bargaining unit member who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall, upon application, be granted a leave of absence without pay or benefits for the duration of such illness or disability, up to one (1) year, and the leave may be renewed for one additional year upon written request of the bargaining unit member. Members will be allowed to maintain benefits by timely payment of premiums to the School District under the provisions of COBRA.

4. Where appropriate, the employee will be required to substitute accumulated sick leave for Family Medical Leave Act leave as permitted by law.

ARTICLE X

UNPAID LEAVES

1. Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from a bargaining unit member. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leaves. Parental/Child Care Leave requests shall also include a statement from the attending physician, indicating the anticipated date of birth of the

child, where applicable. At least five (5) working days prior to the date a leave is scheduled to expire, a bargaining unit member shall notify the Board of his/her intent to return to work. Unless otherwise provided herein, seniority shall continue to accrue only for one (1) year while on leave of absence.

2. Unpaid leaves of absence may be taken for the following purposes:

- a) **Military Leave** - A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall enlist, volunteer, be called, or otherwise make him/herself available for active duty in the National Guard or Reserve. Application for such leave shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in an approved program or institution.
- b) **Public Service** - A leave of absence not to exceed four (4) years shall be granted to any bargaining unit member upon application for the purpose of campaigning for or serving in a public office.
- c) Any employee who can anticipate a prolonged disability which would cause the employee to be absent from work for five (5) consecutive days or more (such as scheduled surgery, other confinement to home or hospital, including maternity) shall notify the Transportation Director in writing as soon as possible. The notification shall contain the projected dates of absence. It is understood that use of sick leave shall be only for the duration of the

actual incapacity. The Board reserves the right of written verification from a physician. Any employee who can anticipate a prolonged disability shall have the option of an unpaid leave of absence for up to one (1) year or receiving whatever sick leave benefits may be available only for the duration of the actual incapacity.

d) Family Medical Leave Act - It is the policy of the school district to comply with the provisions of the Family Medical Leave Act of 1993. Under the Act, employees are entitled to up to twelve (12) weeks of unpaid leave of absence for certain family and medical reasons, if the employee has worked for at least one (1) year and worked at least 1,250 hours over the past twelve months.

e) Bargaining unit members collecting Workers Compensation Benefits shall receive the same consideration as employees on an unpaid leave. Seniority shall continue to accrue only for a maximum of one (1) year while collecting Workers Compensation Benefits.

3. An employee who is on layoff, unpaid leave of absence or worker's compensation without supplementation for more than thirty (30) calendar days (actual or anticipated) shall be ineligible to bid on any vacant runs. When said employee returns to work he/she shall first return to the run they bid on at the final bid in October of the school year they return. If they have not bid on a permanent run for that school year, he/she shall be able to bid on runs held by any employee with less seniority. Any drivers

displaced by the second alternative shall be eligible to bid on runs held by less senior drivers.

If the anticipated or actual absence is for less than thirty (30) calendar days, the run shall be filled under the provisions of Article XI, paragraph L. Furthermore, the affected employee will continue to be eligible to bid on all permanent run vacancies occurring during their absence.

ARTICLE XI

SENIORITY

1. Seniority shall be defined as the length of service within the District as a member of the bargaining unit (Teamsters & MEA). Accumulation of seniority shall begin from the bargaining unit member's first working day. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

2. Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work.

3. For purposes of this Agreement, all bargaining unit members shall be placed in the following classification, based on their current assignments:

- a. Regular Bus Driver: A driver has a run in the A.M. or P.M. or both A.M. and P.M.

Substitute bus drivers work on an as needed basis and are not considered regular drivers.

4. The Board shall prepare, maintain and post the seniority list for all Regular Bus Drivers. The initial seniority lists shall be posted conspicuously in the bus garage and drivers' lounge area, within thirty (30) work days after the effective date of this Agreement with revisions and updates prepared and posted semi-annually thereafter. A copy of the seniority lists and subsequent revisions shall be furnished to the Union. Any employee objecting to the seniority list shall do so within fifteen (15) days of the posting. Thereafter, the list shall be final and conclusive.

5. Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position. In case of transfer to a non-bargaining supervisory or administrative position, seniority will be lost after a period of one (1) year. For transfers to a non-bargaining supervisory or administrative position, seniority shall be frozen for the one (1) year or less period. Transfer back to the bargaining unit will be in the Board's discretion.

6. All Regular Drivers will select runs in accordance with seniority, starting with the senior-most driver and continuing down through the seniority list. When the selection of runs by Regular Drivers has been completed, remaining runs shall be assigned by the school district administration. The selection procedure is applicable to annual run selections and subsequent selections caused by vacancies occurring during the school year.

(a) Runs, once established, will not be changed except for good reason by the Transportation Director. The Transportation Director will consult with the driver(s) and the union representative before making any run changes.

(b) Extra Work Trips

(1) "Extra Work Trips" are defined as those times when the District needs a bus driven without transporting students.

(2) All Extra Work Trips will be paid on an hourly basis, with a one (1) hour minimum guarantee.

(3) The filling of Extra Work Trips shall be done from the Shuttle and Extra Work roster.

(c) In the event no one accepts a field trip, the lowest seniority employee will be assigned in reverse rotation.

(d) Drivers shall drive their existing runs until September 30th of each year. All runs shall be posted five (5) working days prior to October 1 of each year. Final run selection shall be implemented October 1 of each year. Any driver whose existing run is eliminated shall be allowed to bump a less senior driver. Further, vacancies during the year shall be posted and filled as they occur.

(e) Special education runs shall be bid on an annual basis at the final run selection meeting, and cannot be bumped for one year.

(f) A seniority list will be maintained of regular drivers who will accept additional runs or field trips. A driver whose name is on this list will be called in rotation order from the list. After thirty (30) calendar days new drivers shall be given the opportunity to be on the list in accordance with their seniority. Seniority drivers may only put their name on trip rosters at the beginning of each school year. Drivers

who are on an unpaid leave or on layoff for more than thirty (30) days at the beginning of a school year may elect to put their name on rosters when they return to work. Driver's names shall be placed on rosters in accordance with their seniority.

(g) A list of field trips will be posted and maintained by the Board.

Whenever a field trip request is received by the Transportation Department, such request will be posted so that interested bargaining unit members may anticipate field trip dates and times.

(1) A bargaining unit member desiring to drive for field trips during the school year must sign a list for that purpose. Field trips will be issued on the first Monday of school, available for review by drivers returning from runs. If schools are closed on Monday, the field trips will be issued on the next day that schools are in session. A bargaining unit member not available to accept field trips at this time will be charged with a refusal unless he/she has previously notified the Director of Transportation.

(2) Any field trip issued after the Monday selection will be considered an "emergency" trip. To assign drivers to such trips, the Transportation Director will begin by offering a trip to the driver whose name is next on the master field trip list. A bargaining unit member who either accepts or refuses such an "emergency" trip will be charged with the trip. But such acceptance or refusal of an "emergency" trip will not disqualify the

bargaining unit member from eligibility for regular field trips nor for “emergency” trips where the driver’s name is again next in rotation. Successive “emergency” trips during a week will be offered to drivers in rotation order.

(h) The following rosters will be kept for filling driving assignments other than bid runs:

- (1) Shuttle and Extra Work
- (2) Field Trips and Emergency
- (3) Summer Work

(i) The Steward of the Union will be sent copies of all postings.

(j) If the job changes by more than fifteen (15) minutes per day or by a pay increase over the original posting, it will be reposted as a vacancy.

(k) When a Regular Driver requests a leave for a period of ten (10) working days, the run goes up for a temporary bid. Another Regular Driver can only bid on this to better his/her time by thirty (30) minutes per day or more. When the Regular Driver returns from leave, both the regular driver and the successful bidder will return to their original runs. The bidding under this clause will be expedited in every way possible.

- (1) When a run is posted under this paragraph, drivers may bid on any part of the run being posted. The work will be awarded in accordance with driver’s seniority.

(l) There will be a transportation aide assigned to all field trips for special needs students so long as the individualized education plan (IEP) requires it.

(m) Summer school routes will be filled by seniority off the summer work roster.

7. PROBATIONARY EMPLOYEES

a. Probationary Employees - A new employee must serve a probationary period of thirty (30) calendar days, or the equivalent, from date of hire in the bargaining unit. During the probationary period such probationary employee may be dismissed with or without cause.

8. To be employed as a school bus driver a person must meet all of the requirements established by Michigan law and all regulations of the Michigan Department of Education.

9. A physical examination, to be paid for by the Board, will be required of all newly employed employees. The report of such physical examination must be returned to the office of the Transportation Director before the applicant is accepted for employment. Bus drivers are required to have a physical examination in accordance with State law at the Board's expense. The Board may require a driver at any time to have a physical examination if evidence of a driver's probable incapacity or disability is evident and the Union has been apprised of such conclusion on the part of the Board. In such event, the Board may select the physician, and the Board will pay all costs associated with the examination, including any scheduled lost wages.

ARTICLE XII

REDUCTION IN PERSONNEL, LAYOFF AND RECALL

1. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a lack of funds sufficient to avoid such reduction or lack of work, which is demonstrated by the Board to the Union or an impartial third party selected pursuant to the grievance procedure set forth in this Agreement.

2. In the event of a necessary reduction in work force, the Board shall first lay off probationary bargaining unit members, then the least senior bargaining unit members. In no case shall a new employee be employed by the Board while there are laid off bargaining unit members who are qualified for a vacant or newly created position. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of positions, shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior bargaining unit member.

3. In the event of a layoff, the Board and the Union may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of the layoff. With the approval of the Board and the Union, bargaining unit members may, at their discretion, without prejudice to seniority and other rights under this Agreement, waive their seniority to the instance of the Board instituting a layoff during the period of this Agreement. Such waiver, if authorized by the bargaining unit member, shall not be construed to be a waiver of seniority or any other right under the contract, including the bargaining unit member's right to be recalled from such layoff.

4. There shall be no reduction in the normal work hours provided for any bargaining unit member or position without prior notice to the Union. In the event of a twenty percent (20%) change in work hours of a senior employee, a bargaining unit member with the greater seniority may use same to maintain his/her normal work schedule by displacing the regular full-time driver with the least seniority.

5. A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off bargaining unit members may continue their insurance benefits by paying for such benefits at the regular monthly subscriber group rate premium to the Board under the provisions of COBRA. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified. Any bargaining unit member who has completed thirty (30) calendar days, shall be deemed qualified for any position in that classification. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Board notified as to his/her current mailing address. Failure to do so shall preclude the filing of any grievance or taking of any other recourse available to the bargaining unit member. A recalled bargaining unit member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to report to work. The Board may fill the position on a temporary basis until the recalled bargaining unit member can report for work provided the bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A

bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights. A bargaining unit member on layoff shall accrue seniority only for a period of two (2) years after which time his/her name will be removed from the seniority list.

ARTICLE XIII

COMPENSATION

A. The normal work year shall be consistent with break periods, holidays and vacations as listed in this agreement, subject to the establishment of the work year by the school district.

B. The normal work week for all bargaining unit members shall consist of a full week, Monday through Friday, except as may be interrupted by a school holiday, paid or be unpaid leave, or other break pursuant to this agreement.

C. The Board shall pay each driver for four and one-fourth (4-1/4) hour minimum pay per day for the regular runs. Administrative directed time in excess of four and one-quarter (4-1/4) hours per day shall be paid at the appropriate rate of pay. Said pay shall be calculated in 15-minute increments. Regular drivers, whose regular runs are completed in less than four and one quarter (4-1/4) hours may be assigned additional duties to fill all four and one quarter (4-1/4) hours. If a regular run consistently extends beyond the four and one-quarter (4-1/4) hours, the driver shall be paid for the additional driving time. Each time a driver is required to perform a bus inspection as part of their run, they shall be paid an additional fifteen (15) minutes. This shall not apply to the a.m. and p.m. runs covered by the 4.25 guarantee.

D. Bus drivers will be paid bi-weekly for actual driving time during the pay period, and shall be accorded the wages and benefits delineated in this agreement.

E. Employees leaving the employment of the Board after at least ten (10) years of service in the Mason Consolidated Schools shall be paid for accrued sick leave as follows:

10-14 years experience with bargaining unit	40% of current per diem
15-19 years experience with bargaining unit	50% of current per diem
20+ years experience with bargaining unit	60% of current per diem

F. All employees shall receive overtime for hours worked in excess of forty (40) per week.

G. If a pay check error occurs because of management or computer error, a check will be written for the difference within two (2) working days.

H. Field Trips

1. Expenses incurred by a bargaining unit member while on a field trip will be reimbursed by the Board, so long as the expense is actual, necessary and reasonable. Whenever practicable, the Board will provide the bargaining unit member with a Board charge card for purchases of fuel, lodging, etc.

2. All field trips occurring between the hours 11:00 a.m. - 1:00 p.m. will include pay of \$5.50 for the lunch hour. All field trips occurring between the hours 4:00 p.m. - 6:00 p.m. will include pay of \$8.00 for dinner. Receipts will not be required. The funds will be added to the regular paycheck and taxed as income.

3. A list of field trips will be posted and maintained by the Board. Whenever a field trip request is received by the Transportation Department, such request will be posted so that interested bargaining unit members may anticipate field trip dates and times.

a. Field trips shall be paid at the driver's regular hourly rate, or overtime rate, if applicable, for all hours of actual driving time. Field trips completed during school hours shall be considered driving time only. In-district field trips shall be guaranteed a minimum of one (1) hour driving time. Out-of-district field trips shall be guaranteed a minimum of two (2) hours driving time. Down time, when a driver is not driving, shall be compensated at the contractual rate of pay, beginning on the date of ratification of this agreement.

b. A driver whose regular field trip has been canceled for any reason will be offered first choice the following Monday. If the driver does not receive advance notice, she/he will receive one or two hours pay or actual time spent, whichever is greater. When emergency field trips are canceled without advance notice to the driver, the driver reporting for the trip will receive one or two hours pay or actual time spent, whichever is greater. When emergency field trips are canceled with advance notice to the driver, the driver will not be owed the next emergency field trip. If a field trip is canceled with advance notice, and the driver's regular run is taken by someone else, the driver will be paid for her/his regular run. A regular driver taking a field trip shall be allowed to complete any portion

of her/his regular run which can be completed without affecting the field trip. Management shall make a reasonable attempt to notify drivers of emergency field trips.

c. On overnight trips, a driver will be paid actual drive time or eight (8) hours of regular compensation per day, whichever is greater. Fuel, lodging and meal costs will be borne by the Board either through cash advances to the bargaining unit member or by the use of a Board credit card. The driver will be provided his/her own separate lodging.

d. Due to management error, if more busses are scheduled than needed and the bus is not used after the drivers sit in front of school, the driver will be paid one (1) hour or two (2) hours of show up time and also given first choice of field trips on Monday.

e. Members of the Union's bargaining team shall not be removed to the bottom of the field trip roster when they cannot accept a trip because of scheduled negotiations.

4. Types of Runs

A. Regular Run: A Regular Run consists of two (2) routes in the a.m. and two (2) routes in the p.m.

B. Special Education Run: A Special Education Run is any route where only IEP'd students are picked up and delivered.

C. Shuttle Run: A Shuttle Run is a route where students are bused outside of an a.m. or p.m. run and which is not part of a field trip.

E. Vocational Education (Hospital) Run: A Vocational Education Run is a route where Vocational students are bused to a Vocational Center or other location for vocational training.

F. Field Trip Run: A Field Trip Run is any trip within or outside the school district that is not one of the other types of runs herein described.

I. A one (1) hour minimum guarantee shall apply to all Shuttle and Extra Work runs.

J. Driver trainers will be paid the current driving rate.

ARTICLE XIV

SEPARABILITY

1. If any provisions of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect. It is further agreed that within ten (10) days of notification of a final and binding determination of such illegality, the Board and Union will commence negotiations to reach a new agreement concerning the subject matter of the provision determined to be illegal. If the parties do not reach and ratify an amendment to the agreement within thirty (30) days, the matter may be referred to

binding interest arbitration by either party. The rules of appointment and procedure of the American Arbitration Association will be followed in such arbitrations.

ARTICLE XV

NEGOTIATIONS PROCEDURE

1. Both the Employer and the Union agree to comply with all provisions of PERA regarding negotiation procedures.

2. Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term. Before each negotiation session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators. When negotiations are conducted during regular school driving hours, release time shall be provided for the Union's negotiating committee.

3. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

4. There shall be two signed copies of any final agreement. One copy shall be retained by the Employer and one by the Union. The Union will supply copies of Agreements to bargaining unit members and two (2) copies of School Personnel Policies will be furnished to the Union. Board policies and work rules adopted after the date of this agreement shall be distributed to the membership by supplying a copy of the policy or work rules to the union and posting a copy on the union bulletin board. Compliance with this provision shall be sufficient notice to the unit and its members of the policy work

rule. Such posting shall occur within thirty (30) days of the adoption of the policy or work rule.

5. The union and the school district shall have the right to call a special conference to discuss matters of mutual concern when such need arises. Requests for special conference shall be in writing and shall specify the purposes of the meeting and contain a proposed agenda. The Superintendent of Schools shall schedule the meeting within five (5) working days of receiving the request.

ARTICLE XVI

MISCELLANEOUS

1. School calendars during the life of this Agreement shall be as set forth in the teachers' Master Agreement.

2. Any deviation shall be in accordance with the following provisions:

a. When school is officially called off, drivers will not report for work.

b. When such days are rescheduled, in order to provide the required number of days of instruction for the district to receive full State Aid pursuant to the State Aid Act, bargaining unit members will be required to report to work.

c. Employees shall not be required to report to work when school is canceled due to inclement weather. Employees shall be paid for the first two (2) inclement weather days (grace days in the School Aid Act). For other inclement weather days, including fog delays, employees will be paid for make-up days, plus actual time worked

with a one (1) hour minimum guarantee for employees who report for work because the notice of closure was not made thirty (30) minutes prior to their starting time. The time that the District notified the Steward shall be used to determine the District's liability under the Article. The District will continue the current notification procedure. Should an employee report for work more than 30 minutes prior to their starting time and school is subsequently canceled, the employee will not be entitled to the payment as provided in this paragraph.

d. Employees who are requested to report to work or to stay at work when a school or other facility is closed under this provision for emergency reasons, shall be compensated at their regular rate of pay.

e. The rescheduling of such days shall be as is required by state law to satisfy the required number of instructional days for the district to receive full State Aid. Should the state law be amended during the term of this Agreement to permit all such days of closure without a requirement that same be rescheduled, the parties agree to revert to the practice in effect prior to the date of the present requirement.

ARTICLE XVII

EVALUATION OF PERSONNEL

1. The School District shall have the right to evaluate all personnel in the performance of the respective duties and responsibilities of the positions they hold as

defined by the job description for each respective position. The purpose of the evaluation instrument shall be to assess the relative strengths and weakness, and areas of performance in need of improvement.

2. The administration shall prepare a proposed evaluation instrument. The proposed evaluation instrument shall be submitted to the Union not later than October 1st of each year. This requirement shall be waived on any given year in which the evaluation instrument is not modified. The Union shall have thirty (30) days within which to suggest changes, modifications or alterations, including the right to submit an entirely different instrument. Any dispute concerning the instrument shall be the subject of a special conference between the School District and the Union. The final decision relative to the contents of the evaluation instrument shall be at the discretion of the School District.

3. The evaluation shall be based upon formal and informal observations with the employee, as well as material events, occurrences, and activities within the knowledge of the evaluator, or which can be substantiated by substantial evidence. A formal observation shall be one for which the employee is afforded forty-eight (48) hours notice, and an informal observation is one which occurs with less or no notice whatsoever. The evaluation will be done by the immediate supervisor of the employee.

The completed evaluation shall be delivered to the employee within a sixty (60) day period after completion thereof, but no later than May 15th of each year. All evaluations shall be placed and retained in the employee's personnel file. Upon request, the Union shall be furnished copies of all documents which affected the employee's evaluation.

The evaluation shall be presented to the employee at a conference which will be held with his/her immediate supervisor. Both the immediate supervisor and the employee shall be required to sign the evaluation. The employee's signature is to be construed as an acknowledgment that he/she received a copy of the evaluation and not as an agreement with its contents.

If the employee disagrees with the contents of the evaluation, he/she shall have the right to submit a written statement commenting on the evaluation. The employee's response shall be limited to four (4) pages of standard size paper.

4. In the event that an employee is given an unsatisfactory evaluation, the School District shall inform the employee of the alleged deficiencies, and what needs to be done to improve, in writing. In such cases, the appropriate administrator shall prepare an individual development plan in cooperation with the employee, the Union and the administration. The Employee shall be afforded a reasonable time to improve. However, the responsibility for improvement within a reasonable time rests with the employee.

The period of time will relate and be directly proportional to the seriousness of the deficiency.

5. It shall be the responsibility of the immediate supervisor of an employee subject to an individual development plan, to evaluate the employee twice during the next six (6) month period following the issuance of the IDP. The evaluation shall address and assess the performance of the employee relative to the areas of alleged deficiency specified in the IDP, and shall recommend to the employee and the Board of Education any action deemed appropriate.

ARTICLE XVIII

INSURANCE COVERAGE

Employees covered by this agreement shall be entitled to receive insurance benefits in accordance with the terms and conditions of this article.

1. All coverage shall be administered pursuant to the rules and regulations of the underwriter. Coverage shall become effective after the insurance company notifies the employee of his/her acceptance into the plan. The district retains the right to be the policyholder of any coverage and to bid out insurance.

2. It shall be the responsibility of the employee to report to the business office all additions/deletions of dependents or changes in coverage status within thirty (30) days of the occurrence. Failure to comply will excuse the employer from any failure to provide coverage required by this agreement to the extent that loss resulted from the employee's failure to properly notify the district of relevant information and will compel the employee to make whole the employer for any cost sustained.

3. At least annually, the employees will disclose any other health care coverage under which the employee, their spouse or dependents are covered so that the district may be assured that claims are processed in the proper order and that its claim history is not distorted.

4. All insurance programs outlined in this article shall run from July 1st through June 30th of each year, except for individuals who resign their positions prior to June 30th, or go on any leave which does not call for the continuation of insurance benefits. These individuals shall have their insurance terminated at the end of the month they terminate or go on leave subject to the provisions of COBRA (Comprehensive Omnibus

Budget Reconciliation Act). Provisions of this paragraph, relating to health insurance shall be continued to the extent permitted by the insurance carriers.

5. Family dependent coverage is limited to spouse, and to children under the age of twenty-six (26) years of age, if single, living with parents and claimed as a dependent on the employee's 1040 tax return.

6. Current Employee Eligibility for Benefits

A. In order to qualify for full family health insurance coverage, an employee must be regularly scheduled to work a minimum of 35 hours per week. For employees working (scheduled to work) twenty-five (25) or more hours per week, the Board will pay the full single subscriber premium for health insurance coverage for the MESSA Choices 2 for the employees for a full 12-month period. The Board shall pay the pro-rated share of the health insurance premium toward coverage of an employee who is regularly scheduled to work less than 25 hours per week. Example: An employee scheduled to work 20 hours per week would be entitled to 4/5 (80%) premium provided the employee enrolls in the program and arranges to provide the district with the balance of the premium obligation according to procedures established by the Board.

B. Those employees who are eligible for fully paid single subscriber health insurance rate, and do not take it, shall be eligible for the following options:

1. MESSA \$10,000 Term Life Insurance with \$10,000 Accidental Death or Dismemberment.
2. MESSA's Long Term Disability program at 66-2/3 percent of salary.

C. For those employees who qualify for fully paid Board health care and who elect out of all insurance coverages:

1. \$150.00 per month either in cash or an annuity.

D. The District will provide each Driver with a Term Life insurance policy of \$5,000.00, plus \$5,000.00 Accidental Death or Dismemberment, at no cost to the driver.

E. The Employer shall provide, without cost to the bargaining unit member, MESSA Delta Dental Plan C 50/50 single subscriber coverage including Internal and External coordination of benefits (COB) for all full-time and regular part-time drivers.

F. The Employer shall provide, without cost to the bargaining unit member, VSP-I single subscriber vision insurance for all regular bus drivers.

G. Pursuant to procedures established by the Board, and in accordance with the regulations of the insurance carrier and applicable laws, employees who are not eligible for the Board-paid premiums as described above, may elect to buy insurance coverage at the group rate for the insurance plan. Eligible employees, as defined above, may purchase additional insurance coverage pursuant to the regulations of the insurance carrier, applicable law, and Board procedures. The Board will notify the Union of its procedures for the purchase by employees of non-subsidized insurance coverage in the case of eligible employees, and for the purchase of insurance at group rates by non-eligible employees.

7. Life Insurance Coverage: All employees may purchase additional life insurance up to the maximum allowed by the insurance carrier.

8. Payment of Co-Pays: The payment of any co-pay amount or premium cost required of the Employee by the terms of this Agreement shall be paid to the business office of the school district in accordance with the terms and procedures established by

that department. Failure to make timely payment shall release the district of any obligation to maintain the coverage elected by the Employee.

9. If the Choices 2 premium increases by nine percent (9%) or more for the 2005-2006 or 2006-2007 school year, the District will have the option of evaluating other equivalent insurance plans. The District and the Association will arrive at consensus prior to implementation of any new revised plan. The School District retains all rights it is entitled to under 1994 PA 112.

ARTICLE XIX

WAIVER

The parties agree that during negotiations which culminated in this Agreement, each party had the right and opportunity to make demands and proposals or counter-proposals with respect to any matter not reserved by law or from compromise through bargaining and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth in this Agreement. The parties agree, therefore, that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to in this Agreement or not, even though such subject or matter may not have been in the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. During the term of this Agreement, these provisions and the conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

All conditions of employment in effect covering employees in this bargaining unit established in Article II of this Agreement prior to and at the time of this Agreement,

which are inconsistent with the terms of this Agreement are null and void and of no further force or effect. This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules and regulations on all matters covered in this Agreement.

ARTICLE XX

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2004 and shall continue in effect until the 30th day of June, 2007.

WITNESSETH:

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this _____ day of _____, 2005.

FOR THE UNION:

FOR THE BOARD:

Bargaining Agent

Board President

Union Steward

Board Secretary

Bargaining Team Member

Superintendent

MASON TRANSPORTATION DEPARTMENT

SALARY SCHEDULE

1. Probationary employees shall be compensated at 80% of the base rate during the period of probation.

2. During down time, the Driver shall assist in the supervision of students when requested and as needed.

3. Included in 4.25 guaranteed hours is actual driving time of A.M. and P.M. elementary and secondary bus runs, wait time, bus checks, bus fueling and bus cleaning. Additionally, drivers will be paid on an hourly basis for activities and/or events pertaining to and arising from job performance and other related transportation issues as approved by the school administration.

4. A premium rate of \$3.00 per hour will be paid for all driving hours for field trips during the school year which occur on or during weekends, the day after Thanksgiving, Christmas break, mid-winter break, spring break, Labor Day, Memorial Day, the Friday before Labor Day if teachers are not scheduled to work, before/after the school calendar begins/ends, and on County wide in-service days.

SCHEDULE "B"

RATES

	2004-05	2005-06	2006-07
<hr/>			
Driving			
AM & PM	\$57.61	\$58.19	\$58.77
Reg Run			
<hr/>			
Field Trip/per hr. drive time	\$13.55	\$13.69	\$13.83
<hr/>			
Down Time	\$11.04	\$11.15	\$11.26
Per hr.			
<hr/>			
Premium Rate	\$3.00	\$3.00	\$3.00
<hr/>			

• Included in 4.25 guaranteed hours is actual driving time of A.M. and P.M. elementary and secondary bus runs, wait time, bus checks, bus fueling and bus cleaning. Additionally, drivers will be paid on an hourly basis for activities and/or events pertaining to and arising from job performance and other related transportation issues as approved by the school administration.

* In the event that the School District total revenues increase by six percent (6%) or more from the 2004-2005 school year, the Board of Education will consider adding an additional one-half percent (.5%) to the salary schedule for the 2005-2006 school year.

** In the event that the School District total revenues increase by six percent (6%) or more from the 2005-2006 school year, the Board of Education will consider adding an additional one-half percent (.5%) to the salary schedule for the 2006-2007 school year. For that school year, should the Mason Education Association (MEA)

receive an additional increase greater than that provided by this agreement, Teamsters Local 214 shall have the option of accepting the one-half (.5%) increase or reopening the contract for the negotiation of the wage schedule only, for the 2006-2007 school year.

LETTER OF UNDERSTANDING

It is the understanding of the parties that the School District's proposal regarding the Transportation Assessment Program (TAP) will not be considered a contractual provision of the Collective Bargaining Agreement between the School District and the Union. Rather, it will exist as an attached Letter of Understanding between the parties.

It is further understood by the parties that the TAP will be considered on an annual basis, after a review of available funds in the School District's budget. Both the School District and the Union understand that it shall be in the School District's sole discretion to terminate the TAP.

Furthermore, the School District and the Union mutually understand that the amount, if any, that a bus driver is entitled to, will be determined through an evaluation of the bus driver, utilizing an evaluation instrument. Said evaluation instrument will be prepared mutually by a committee of bargaining unit employees and administration. For the 2004-2005, 2005-2006 and 2006-2007 school years, the following scale will apply except as provided for below (*):

Exceeds expectations of job responsibilities	\$400.00
Meets Expectations of job responsibilities	\$300.00
Needs improvement in some aspects of job responsibilities	\$ -0-
Unsatisfactory performance in job responsibilities	\$ -0-

Both the School District and the Union understand that any monies due from the TAP will be distributed at the end of the school year unless otherwise agreed to by the parties.

* The TAP program is guaranteed for the 2005-2006 school year. The maximum payment shall be \$200.00 and the scale as set forth in the Letter of Understanding shall be amended as follows for the 2005-2006 school year only:

Meets Expectations of job responsibilities	\$200.00
Needs improvement in some aspects of job responsibilities	\$ -0-
Unsatisfactory performance in job responsibilities	\$ -0-

For the Union

For the School District

For the Union

For the School District