

Tentative Agreement  
between  
Teamsters Local 214  
and  
Saginaw Township Community Schools

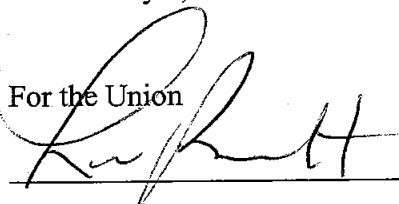
Following numerous negotiating sessions for a successor agreement, the bargaining teams for the above captioned parties have reached the following tentative agreement:

1. The parties' 2003-2006 contract is extended until June 30, 2007, except as modified by this tentative agreement.
2. The attached language changes will become effective as soon as practicable following ratification.
3. Wage rates will be increased by 2.0% effective July 1, 2006. Employees on the payroll as of the date of ratification shall receive back pay.
4. Following ratification, the parties will continue to negotiate a successor agreement, and have a session scheduled on June 12, 2007.

The bargaining teams recommend to their respective parties that this agreement be ratified.

Dated: May 9, 2007

For the Union




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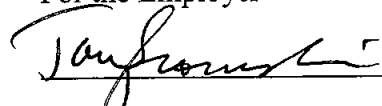


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For the Employer




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**Teamsters Local 214**  
**May 9, 2007 Tentative Agreement**

**MASTER AGREEMENT**

between the  
Saginaw Township Board of Education  
and the  
Teamsters Local 214

**AGREEMENT**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2003, between the Board of Education of the Saginaw Township Community Schools, hereinafter called the "Board," or the "Employer," and the Teamsters Local 214, hereinafter called the "Union".

**ARTICLE 2**  
**BOARD RIGHTS**

A. The Board, on its own behalf and on behalf of the electors 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, including, but without limiting the generality of the foregoing rights:

1. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees. The Parties agree that the employer does not control the off-duty activities of an employee. It is understood that there could be actions done by an employee off duty that have an impact on the employment relationship. The employer may react to those off duty actions of an employee that have an impact on the employment relationship.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal, or demotion for just cause, and to promote and transfer all such employees.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, 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 express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

C. ~~The parties agree that this~~ This contract incorporates ~~their~~ the parties' full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this

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Agreement. ~~The parties further agree that no~~ No such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

**ARTICLE 3**  
**UNION RIGHTS**

A. Employees shall be entitled to full rights and citizenship and no religious or political activities of any Employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such Employee. The private and personal life of any Employee is not within appropriate concern or attention of the Board, unless such activities adversely affect the Employee's efficiency or performance.

B. Any Employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Union. ~~The Union agrees to~~ shall furnish the Board with a complete list of all Employees each year requesting payroll deductions for dues at the beginning of each school year.

C. Any Employee who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the date of commencement of their duties, shall as a condition of employment pay a fee to the Union in an amount determined by the Union in accordance with its policies and procedures regarding objections to political-ideological expenditures, not to exceed the regular dues.

D. ~~The parties expressly recognize that the failure of any Employee to comply with the provisions of this Article shall be just and reasonable cause for discharge from employment, within five (5) days after the Board is notified by the Union.~~ **The Union may give written notice to the Employer if an Employee fails to pay either the membership dues (Article 3 B) or the service fee (Article 3 C). Within (5) work days of receiving such notice, the Employer shall notify said Employee that the service fee will be deducted from the pays remaining for dues payroll deduction.**

E. The Union shall present the Board with a certified check off list along with proper authorization for check off and shall be fully responsible for the validity and correctness of the list and agrees to reimburse the Board for any deductions made and paid over to the Union which may later be held to have not been authorized by the individual involved or which may constitute an illegal deduction.

F. The Union shall indemnify the Board and hold it harmless against any loss or claims for damages resulting from the payment to the Union of any sums deducted under this Article. ~~In the event~~ If any actions or claims are commenced against the Board to recover from it any sums deducted under this Article, the Union shall intervene and defend against such action or claim.

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G. Any Employee called into an office where discipline is contemplated, shall have the right to ask for Union representation. The ~~driver and/or rider~~**employee** shall be told prior to the meeting that the call to the office is disciplinary in nature. ~~In the event the driver and/or rider~~**If the employee** requests Union representation, the meeting shall be rescheduled to a time when the Union representative is present.

**ARTICLE 4**  
**ASSIGNMENT AND TRANSFER**

A. At least seven (7) calendar days prior to the first day students are scheduled to start attending classes for the school year, the driving and riding routes which have been established by the School District shall be assigned by the Transportation Supervisor consistent as practicable with the ~~driver's/rider's~~**employee's** prior year's final route. All work performed before the final annual bidding shall be paid at a time allotment of not less than the amount of time assigned to the work by the Transportation Supervisor at the time of the posting, however, the ~~driver or rider~~**employee** shall receive pay for the actual time worked if greater than assigned. All driving, riding, noon routes and summer runs will be bid separately.

The fall student membership count day bid will occur no later than the fall student membership count day. The routes which have been established by the School District shall be posted and all ~~drivers/rider~~**employees** notified as to the time and place where bidding, by seniority, shall take place.

Routes shall be bid and assigned on a seniority basis. All routes, and any revisions thereto, shall be established within the School District's sole discretion. The District may, at its discretion, revise and re-bid routes at any time with five (5) days prior notice to the Union.

B. If any routes become available during the school year, the routes shall be posted on the bulletin board in the bus garage for five (5) working days. Any ~~driver or rider~~**employee** may apply for the positions. The first consideration shall be given to those ~~drivers/rider~~**employees** with the most seniority within their respective job classification. A route shall become available for ~~drivers/rider~~**employees** to bid if the route time increases or decreases by a minimum of eighteen (18) minutes (1-1/2 hours per week) over a period of three (3) consecutive weeks. The Employee who succeeds in obtaining the route shall be disqualified from bidding on any other route during the school year unless the new route would involve additional time of at least eighteen (18) minutes or the old route was reduced by eighteen (18) minutes or discontinued. Copies of each job posting and names of all bidders for the job posting shall be given to the secretary of the Union.

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C. A newly created transfer between facilities shall be offered to the most senior employee available in the area. If the transfer increases the route time as discussed in paragraph B above, the route, including the transfer, shall be bid in accordance with paragraph B above.

D. If a regular driver's/rider's employee's route is lost due to an increase, reduction or elimination, the driver/rider employee who lost his/her route shall be assigned (bump) to a regular route held by the driver or rider **an employee in the same classification** with the least seniority and having a total run time close to, but not exceeding the total run time lost.

The displaced (bumped) employee shall take the place of the bumping employee. The displaced (bumped) employee may subsequently displace a lower seniority employee subject to the above provisions.

E. If, in the event of an emergency, a bus driver is used as a bus rider, the driver shall be paid regular driver wages.

F. Each employee shall be required to perform a ten (10) minute paid pre-trip inspection prior to the beginning of each route. Drivers shall be required to perform a fifteen (15) minute paid pre-trip inspection prior to the beginning of each route for the months of December, January, and February.

G. A substitute driver shall be a qualified driver who has not been assigned a regular route. A substitute rider shall be a qualified rider who has not been assigned a regular route.

H. When the district is notified that an employee will be off for thirty (30) or more calendar days, his/her run shall be put up for bid for the duration of the absence. The most senior employee bidding on the run shall be awarded the work. That employee's run shall then be put up for bid. If that run is bid on by a regular employee, that driver's run (which would be the third vacancy) shall be assigned to a substitute driver. Noon runs will be assigned to the next senior available driver for the duration of the absence.

I. The present two (2) hour guarantee will be effective for those drivers presently employed as a regular driver or rider as long as they remain employed in this system. This two (2) hour guarantee shall include two (2) hours work and wages, including ten (10) minutes for pre-trip inspection shall be paid to the bus drivers, substitute bus drivers and bus riders (that are employed by the District effective December 15, 1983), for each time they are required to report to work. ~~In the event~~ If a regular route runs more than two (2) hours, the employee will be paid actual time worked. This two (2) hour guarantee shall apply to actual driving time only. Excluded from this two (2) hour guarantee is non-driving work, by way of example, but not limitation (training, meetings, etc.).

J. Whenever the District determines that a rider has successfully completed the requirements as established by the District, becomes a District driver, and such determination is

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made after annual bidding is completed, the new driver cannot immediately bump other regular drivers, but can bid on regular assignments that become available through the posting procedures. Riders who are promoted to the driver classification shall convert their rider's seniority, but shall forfeit all rider's seniority for all purposes under this agreement with the exception of layoff. A driver or a rider shall not work within another classification unless directed by the District in which case the higher rate of pay for actual work performed will be paid.

**ARTICLE 6  
LAY OFF AND RECALL**

- A. ~~In the event~~ If the employer determines it is necessary to reduce the work force, such reduction shall take place on the basis of seniority in job classification. The employee having the least seniority in each classification shall be the first to be laid off. Employees shall be notified of impending layoff at least five (5) work days prior to the effective days of said layoff unless an emergency exists. Recall shall be on the basis of inverse order.
- B. ~~In the event~~ If an employee is laid off in one of the classifications (driver or rider), and is presently qualified, as determined by the District, to perform the work of the other classification, he/she shall have the right to exercise seniority to bump the highest senior employee having less seniority than his/her own in that classification to avoid layoff.
- C. An employee who wishes to avoid layoff by exercising his/her right to bump, must give notice to the employer within the five (5) work day notice of impending layoff period after receipt of the notice.
- D. The district will make efforts to provide work as a substitute driver to laid off, regular drivers.

**ARTICLE 7  
EMERGENCY SCHOOL CLOSINGS**

- A. Should severe weather conditions exist and a ~~driver/rider~~ **an employee** is held over, the ~~drivers/riders~~ **employee** will be granted extra time at regular pay.
- B. ~~All drivers and riders~~ **Employees** shall be paid in the following manner for days that school is scheduled to open, but is called off for reasons beyond the control of the ~~drivers/riders~~ **employees**, such as snow, sleet, mechanical problems in schools or buses; ~~drivers/riders shall receive:~~

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1. **Employees Drivers** shall receive full pay for the first two (2) days canceled and exempt from make-up under the Michigan School Code, but shall be required to work, with pay, on any rescheduled days.
2. Employees who are called in to perform work during Emergency School Closings, shall receive their regular hourly rate.

**ARTICLE 8  
TRIP ASSIGNMENTS**

A. All trip assignments (field trips, extra trips) shall be determined by the District, and shall be defined as any driving assignment other than a scheduled route. Trip assignment hours shall not be counted towards benefit eligibility.

B. No Employee's hours worked shall exceed forty (40) hours in a consecutive seven (7) day period. Drivers shall be guaranteed a minimum of two (2) hours driving time for each trip assignment, except no employee will be allowed to earn double pay for the same time period. If any driver selects a trip that would result in double pay, the driving time for the trip will be reduced by the amount of time that would result in double payment.

If during any consecutive two week period, regular drivers' routes are not covered, management reserves the right to temporarily suspend the awarding of field trips to regular drivers that take place during the time scheduled as the regular driver's route.

C. Field trips shall be posted every two weeks and are posted for three (3) work days. Employees shall make their selection from the list on a rotating seniority basis no later than Wednesday before nine o'clock a.m.

The first field trip list of the school year shall be posted a minimum of five (5) days prior to the first day of school. Employees shall bid on the field trips based on seniority with the most senior employee making the first selection.

All bidding for the remainder of the year shall be based on a continued rotation of the seniority list. Each opportunity for bidding shall begin at the point on the list where the selection process left off at the previous opportunity to bid.

If additional trips become available prior to the next bidding opportunity, those trips are offered to the next employee on the list in rotating seniority order.

Each employee shall be permitted one time during a semester to have another employee make the selection on his/her behalf from the trip board when the employee's turn comes up and the employee is not available to make the selection. An employee who cannot attend the field trip

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selection meeting because he or she is on a driving assignment or on jury duty shall be allowed to have another employee make his or her selection and it will not count as the once per semester selection option.

D. Once the driver accepts the trip assignment, the driver will be required to perform the duties. If a legitimate reason, acceptable to the District, is given, then the driver may be excused from driving an accepted trip assignment, but will be treated for trip selection purposes as though the trip assignment was worked. If the driver does not work the accepted trip assignment, and the legitimate reason, acceptable to the District, has not been provided, the driver shall not be eligible for trip assignments for a period not to exceed ninety (90) days. Drivers who are unable to fill an extra trip assignment due to absence resulting from being on leave (paid or unpaid) shall have their position in the trip selection rotation maintained as if they accepted a trip. Trips not selected by drivers will be offered to substitutes. If trips still remain, regular drivers, if eligible, will be assigned trips based upon seniority. The least senior drivers being assigned first. If a driver refuses trip assignments more than two (2) times in a semester, then he/she shall be disqualified from trip assignment eligibility for the remainder of the school year.

If the trip assignment is canceled and the Employee has already arrived at the bus depot, the Employee shall be paid one (1) hour straight-time driving wages.

E. Meal Allowance. Drivers of a trip assignment in excess of four (4) hours which has been determined by the Transportation Supervisor to interfere with a regular meal period (breakfast, lunch or dinner) shall be entitled to receive a \$7.00 taxable stipend allowance per meal.

F. Down Time. Employees shall be paid the regular hourly rate for driving time, and the following hourly rate for down time:

2003-04	\$9.86 per hour
2004-05	\$10.06 per hour
2005-06	<del>wage re-opener</del> \$ 10.26 per hour
<b>2006-07</b>	<b>\$ 10.47 per hour</b>

Down time to be determined by the Supervisor. If a trip assignment lasts more than (1) day, the normal day will be considered 8-5 and the wages will be paid only for those hours. Total hours will be determined by the Transportation Supervisor. The driver will be paid for total number of hours on the trip assignment and shall be responsible for the bus at all times. Unless directed otherwise by the trip supervisor, the driver and bus will be required to stay at the site of the trip. The trip supervisor shall be identified and communicated to the driver in advance of the trip. For the purpose of driver's meals, the driver and bus may be away from the site for a period not to exceed one (1) hours per earned meal.



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G. Adequate arrangements shall be made with drivers for anticipated expenses such as parking fees, toll fees, additional gas, and hotel, motel accommodations, as well as unexpected expenses which may be incurred, such as repair bills. Drivers shall sign a prepared voucher for funds and return any unused portion thereof and/or receipts for expenses incurred upon completion of trip assignment.

H. Trips shall be considered as taking students to an activity and returning students from that activity. The ~~driver/rider~~**employee** may be required to report back to the bus garage in-between the two portions of the trip, drop-off and return, and shall not receive down-time pay when reporting back to the bus garage in-between the two portions of the trip.

**ARTICLE 9**  
**GRIEVANCE PROCEDURE**

A. Definition. A grievance shall mean a complaint by a ~~driver~~**an employee** in the bargaining unit that has been to him/her a violation, misinterpretation, misapplication or inequitable application of a specific provision(s) of this Agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by law.

As used in this Article, the term "~~driver~~**employee**" may mean a group of ~~drivers and/or rider~~**employees** having the same grievance.

B. The ~~driver~~**employee** who feels that he/she has a grievance should first take the matter up verbally with the Immediate Supervisor (within ten (10) working days following the act or condition which is the basis of the ~~driver's~~**employee's** grievance), who will attempt to resolve it with the ~~driver~~**employee**.

C. If this fails to resolve the grievance, the ~~driver~~**employee** shall submit the grievance in writing, within thirty (30) working days, specifying the section of the contract alleged to be violated, the event that caused the alleged violation, the alleged violation, and the remedy sought.

D. Within five (5) working days of receipt of the written grievance, the Immediate Supervisor shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. At the time of conference, the ~~driver~~**employee** may appear personally or may be represented by a Union representative, or both. Such conference may be scheduled by the Administration during regular working hours, without loss of pay to the grievant. Conferences shall not be scheduled at a time that would result in a disruption of normal school routine and duties.

E. Within five (5) working days after such conference, or longer if mutually agreed to, the Immediate Supervisor shall answer such grievance in writing. If the Immediate Supervisor fails

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to answer the grievance in writing within the time limits specified herein, the grievance shall be automatically advanced to the next level of the Grievance Procedure.

F. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the Immediate Supervisor's decision will be final.

G. If the Union does not accept the Immediate Supervisor's written answer, the grievance may be appealed to the Superintendent of Schools by sending such notice in writing to the Superintendent within five (5) working days from the date of receipt of the Immediate Supervisor's written decision.

~~All time limits and/or steps may be waived by mutual consent of both parties providing such consent is in writing.~~

H. Within ten (10) working days of receipt of the written appeal, the Superintendent, or a designated representative, will arrange for a conference to satisfactorily resolve the grievance. Such conference may be scheduled by the Administration during regular working hours, without loss of pay to the grievant. Conferences shall not be scheduled at a time that would result in a disruption of normal school routine and duties.

I. Within ten (10) working days, or longer if mutually agreed to, the Superintendent, or a designated representative, shall answer such grievance in writing. If the Superintendent or his/her designee does not answer the grievance in writing within the time limits specified herein, the grievance shall be automatically advanced to the next level of the Grievance Procedure.

J. Such answer shall be final and binding unless appealed to the next step within 60 working days from the date of the Superintendent's written decision.

K. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration at the election of either party. The arbitrator shall be chosen in accordance with the rules of the Federal Mediation and Conciliation Services.

L. The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of specific provisions in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall, therefore, not have authority, nor shall it consider its function to include, the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give a decision which in practical or actual effect modifies, revises, detracts from, or adds to, any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result

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in, what is in effect a modification (whether by addition or detracton) of clear and unambiguous written terms of this Agreement.

M. Unless expressly agreed to by the parties, in writing, the Arbitrators are limited to hearing one issue or grievance upon its merits at any one hearing. Separate Arbitrators shall be selected for each grievance appealed to binding arbitration.

N. The fees and expenses of the third party impartial arbitrator, shall be borne equally by the parties. All other expenses incurred shall be paid for by the party incurring them.

O. The term "days" when used in this Article shall mean work days or, during the summer months, days when the Administration office of the Board is open for business.

P. Any claim or grievance arising prior to the expiration of this Agreement shall be processed through the grievance procedure until resolution even though the Agreement may have expired while the grievance is in progress.

Q. ~~Q.~~—Grievances filed as class grievances shall be initiated at the Superintendent level of the Grievance Procedure. The Superintendent shall retain the discretion to remand a class grievance to prior steps of the Grievance Procedure, but shall not remand as a subterfuge to violate the time provisions provided within this Article.

R. **All time limits and/or steps may be waived by mutual consent of both parties providing such consent is in writing.**

**ARTICLE 10**  
**SICK LEAVE**

A. ~~A.~~—  
A. Sick leave is a form of insurance and not a form of compensation. The purpose of sick leave ~~shall be~~ **is** to protect ~~members of the Union~~ **employees** when ~~the Employees~~ **they** become ill.

B. ~~B.~~—Employees shall be credited with one (1) sick day per each month actually worked, not to exceed a total of nine (9) for any school year. **Effective September 1, 2007, employees will be credited with nine (9) sick days for the school year.**

C. **Employees who become regular employees after September 1 of a school year, will be credited with a pro-rated number of sick days based the portion of the school year remaining.**

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- D. **If prior to the end of the students' school year, an employee is no longer employed under the terms of this agreement, then the employee's sick days granted that year will be adjusted in proportion to his time employed that year. The employer shall recover any overpayment from any money due the employee.**
- E. Any sick days not used in one year, shall be accumulated to a total of 93 days-
- F. ~~C.~~—Employees who qualify for sick pay shall receive this pay on their regular payday.
- G. ~~D.~~—Family and Medical Leave Act. Eligible ~~bargaining unit members~~**Employees** shall be entitled to family and medical leave for up to twelve (12) weeks in accordance with the Family and Medical Leave Act and as outlined in the Policies and Procedures adopted by the Board of Education.
- H. ~~E.~~—Any Employee having exceeded their accumulated sick leave days may request additional days with pay. The request shall be made in writing to the Sick Leave Review Board. This Board shall consist of two (2) representatives of the Board of Education and two (2) representatives of the Union. The Sick Leave Review Board shall have the right to grant or suspend additional sick leave days and shall notify the applicant of its decision in writing. Any extension will be majority decision of the Sick Leave Review Board.
- I. ~~F.~~—The Employer may require an Employee to substantiate any absence due to alleged illness exceeding three (3) work days through a doctor's statement.
- J. An employee, who has been disciplined for attendance abuse, may be required to provide a doctor's letter covering each absence. ~~If required~~
- K. **The Employer may require an Employee to be examined by the Employer, it's doctor to determine the Employee's fitness to work. Such examination shall be at the Employer's expense.**
- L. ~~G.~~—An Employee ~~covered by this agreement~~ who is absent from duty as a result of personal injury caused by accident, disease or assault upon him/her, arising out of, and in the course of his/her employment, ~~may have~~**has** the option of drawing workers' compensation solely, or workers' compensation plus sick leave (combined payment not to exceed the Employee's regular daily rate). ~~In the event~~**If** the Employee chooses combined payment of sick leave and workers' compensation insurance, the days of sick leave drawn will be charged to the Employee's sick leave accumulation based on the Employee's regular hourly rate of pay.

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**ARTICLE 11  
OTHER AUTHORIZED LEAVES**

A. Funeral Days. The Employee shall be allowed three (3) days of absence, and any additional days approved by the Administrator without loss of pay or sick leave in the event of death of a member of the immediate family. If additional days are needed, these days may be taken without pay. Immediate family shall include: mother, father, husband, wife, child, stepchild, adopted child, sister, brother, grandparents, grandchild, father-in-law, mother-in-law, or any relative who is a permanent resident in the Employee's home.

B. The Employee shall be allowed one (1) day of absence, and any additional days approved by the Administrator, without loss of pay to attend the funeral of an aunt, uncle, nephew, niece, sister-in-law, brother-in-law, or spouse of his/her child.

C. Personal Days. Employees shall be allowed two (2) days in any school year, after they have completed one (1) year of service as a regular ~~driver/rider~~employee, for personal business which cannot normally be handled outside working hours, without loss of pay. Application for such absence must be made in writing stating the nature of the business to be conducted during such absences, and must be filed with the Supervisor of Transportation ten (10) days prior to the day if possible.

D. Jury Duty. When serving on jury duty, the Employee shall be paid their regular daily rate of pay for hours they would have been scheduled to work. Any compensation received from the courts while serving on jury duty - cash, voucher or check - shall be returned to the Employer. Any compensation received from the courts in excess of Employee's normal daily rate shall be reimbursed by the Employer to the Employee. The Employee shall retain any compensation received from the Courts for mileage.

E. Other Authorized Leaves. Leaves of absence without pay may be authorized by the Superintendent, or a designee. The leave of Absence shall not be granted for a period longer than one year, except by specific recommendation of the Employer.

F. An employee may be granted up to ten days of leave without pay per school year, in a minimum of consecutive five-day increments, if there is a substitute ~~driver~~employee available and willing to cover the absence.

**ARTICLE 12  
HOLIDAYS**

A. Employees shall be paid for the following holidays according to Section B below: Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Years Day, Good Friday and Memorial Day.

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- B. In order to be eligible for holiday pay, a ~~bus driver or rider~~ **employee** must work his or her last scheduled day before and first scheduled day after the holiday unless the ~~driver's~~ **employee's** absence has been approved.
- C. The District agrees to provide four hours of in-service training two times per school year.

**ARTICLE 16  
SALARY PROVISIONS**

A. Drivers:

2003-2004	\$13.81 per hour
2004-2005	\$14.09 per hour
2005-2006	<del>wage re-opener</del> <b>\$14.37 per hour</b>
<b>2006-2007</b>	<b>\$14.66 per hour</b>

Beginning drivers - fifty (50) cents per hour less for probationary period.

B. Riders:

2003-2004	\$9.10 per hour
2004-2005	\$9.28 per hour
2005-2006	<del>wage re-opener</del> <b>\$9.47 per hour</b>
<b>2006-2007</b>	<b>\$9.66 per hour</b>

Probationary riders - fifty (50) cents per hour less for probationary period.

**ARTICLE 17  
MISCELLANEOUS**

- A. Print contract at Board of Education expense.
- B. Issue Activity Passes.
- C. The Employer shall pay the cost of medical examinations required by the State to maintain bus driver eligibility. Medical examinations shall be conducted by a physician chosen by the employer.
- D. ~~D.~~—The Employer shall pay \$65.00 towards the employee's CDL license. New employees shall receive these payments after one (1) year of active employment. The

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employer shall pay the cost of the "S" endorsement required of school bus drivers by the State of Michigan. **If any additional endorsements are required of school bus drivers by the State of Michigan, the cost of the endorsement may be addressed during contract negotiations or during wage reopener negotiations.**

- E. ~~E.~~—The employer shall provide CPR training to all drivers and riders on an annual basis. This training shall be mandatory for drivers and riders.
- F. **As a condition of employment, state law requires that Employees hired prior to December 1, 2006 be fingerprinted by June 30, 2008. The Employer will provide such employees an opportunity to be fingerprinted without cost sometime prior to June 30, 2008. Employees will be notified in advance of these opportunities. The employer will not be required to provide this service for employees who fail to use these opportunities.**

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**ARTICLE 18  
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2003, and shall continue in full force and effect until June 30, ~~2006~~2007. No extension or modification of this Agreement shall be binding unless reduced to writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this \_\_\_\_ day of ~~January, 2005~~\_\_\_\_\_, 2007.

BOARD OF EDUCATION  
SAGINAW TOWNSHIP COMMUNITY  
SCHOOLS

TEAMSTERS LOCAL UNION NO. 214

\_\_\_\_\_  
President

\_\_\_\_\_  
LES BARRETT  
Business Agent

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

The parties recognize that the transportation of children in a school bus is one of the most responsible and important functions of a school system. In view of this fact, it is imperative that ~~diverse~~**employees** be in the best physical and mental condition possible while carrying out this responsibility.