

CLARE BOARD OF EDUCATION

and

CLARE TRANSPORTATION ASSOCIATION (CTA)

Contract Period

July 1, 2009 to June 30, 2012

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PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Clare Board of Education and the Clare Transportation Association covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions and other conditions of employment.

CTA RECOGNITION AND SECURITY

A. Recognition

1. The Board hereby recognizes the CTA as the sole and exclusive bargaining agent of the bus drivers covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, benefits, hours of employment and working conditions.
2. The Association and its designated representatives shall have the right to use school buildings at all reasonable hours for meetings, subject to building use policies, provided that when custodial service is required, the Board may make a reasonable charge therefore.
3. The Association shall be provided with an annotated agenda for Board meetings.

CLARIFICATION OF LANGUAGE

- A. The term "CTA" OR "ASSOCIATION" shall be used herein to mean the Clare Transportation Association and/or its designated representatives.
- B. The term "employee" shall be used to mean regular drivers.
- C. The term "Board" shall be used herein to mean the Clare Board of Education and/or its designated representatives.

BOARD RIGHTS

A. Rights and Powers

The Board hereby retains and reserves unto itself all of the rights and powers vested in it through the laws and the Constitution of the State of Michigan, and the laws of the United States and those powers normally incident to Management, it being expressly understood that this clause shall not in any way negate the rights herein granted under the terms of this Agreement. The rights of the Board include:

1. The right to manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Board.

2. The right to continue its rights, policies, and practices of assignment and direction of its personnel; the right to determine the number of personnel and scheduling of all the foregoing; and the right to establish, modify or change any work, business or school hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees; the right to transfer employees; the right to assign work or duties to employees; and the right to determine the size of the work force and lay off employees.
4. The right to determine the qualifications of employees, including physical condition, and to require medical certification of fitness at Board expense.
5. The right to determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
6. The right to determine the number of locations or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
7. The right to determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
8. The right to determine the size of the management organization, its functions and authority and the right to determine the amount of supervision and table of organization.
9. The right to determine the policy for selecting, testing, and training employees, providing that such selection shall be based upon lawful criteria.
10. The right to use volunteers.
11. The right to establish courses of instruction and in-service training programs for employees and to require attendance by employees at any workshop, conference, etc., including special programs.
12. The right to adopt rules and regulations not in conflict with the terms of this Agreement.
13. The right to establish and define job content.
14. The right to subcontract bargaining unit work.

GRIEVANCE PROCEDURE

- A. Definitions
1. A grievance is an alleged violation or misinterpretation of an express provision of this Agreement.
 2. The grievance procedure is the sole remedy available to any employee for any alleged breach of this Agreement or an alleged violation of his/her rights under this Agreement.
 3. Nothing contained herein shall deprive an employee of any legal right which he/she presently has.
- B. The following matters shall be excluded from the procedures outlined in this Article
1. The evaluation, layoff, termination of services or failure to re-employ any probationary employee.
 2. Any dispute which is being heard by or appealed to any local, state or federal agency.
 3. Any dispute pertaining to the content of an evaluation.
 4. Any dispute pertaining to the application of benefits of any insurance carrier, contract or policy.
 5. Any policy, rule or regulation of the Board not in conflict with the terms of this Agreement.
- C. Any timeline provided for in the grievance procedure may be extended by mutual written agreement of the parties. Grievances not filed in accordance with the time-lines provided for in this Article shall not be processed. Grievance responses not appealed to the next level in accordance with the time-lines provided for in this Article shall be considered settled on the basis of the last Management answer.
- D. Any written grievance as required herein shall comply with the following conditions:
1. It shall be signed by the grievant or grievants.
 2. It shall be specific and concise.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the section or subsections of this Agreement alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.
- E. Grievance Steps
1. **Level One**
 - a. An employee believing himself/herself wronged by an alleged violation of the express provisions of this Agreement shall, within ten (10) working days of its alleged occurrence, orally discuss the grievance with the immediate supervisor in an attempt to resolve same.

- b. If no resolution is obtained within ten (10) working days of the discussion, the employee shall reduce the grievance to writing and present it to his/her immediate supervisor and the CTA/designee within five (5) working days.
- c. The supervisor shall, within ten (10) working days, render his/her decision in writing, transmitting a copy of the same to the grievant, the CTA/designee and to the Superintendent/designee.

2. ***Level Two***

- a. If the decision is unsatisfactory, the grievant may submit a written appeal to Level Two, the Superintendent or his/her designee within five (5) working days of receipt of the decision at level one.
- b. A copy of the written grievance shall be filed with the Superintendent/ and his/her designee and the CTA/designee as specified in Level One with the signed approval or disapproval of the grievant.
- c. The Superintendent/designee shall arrange a meeting with the grievant and the CTA/designee to discuss the grievance within ten (10) working days of receipt of the grievance.
- d. Within ten (10) working days of the discussion, the Superintendent/designee shall render the decision in writing, transmitting a copy of the same to the grievant and to the CTA/designee. Copies of same shall be kept in the office of the Superintendent.

3. ***Level Three***

- a. In the event the Association is not satisfied with the decision at Level Two, it may appeal the decision to the Board of Education's Grievance Committee. Such appeal must be presented to the Superintendent, in writing, within ten (10) working days of the decision at Level Two.
- b. The Superintendent or his/her designee shall arrange a meeting with the grievant and the Board of Education's Grievance Committee within ten (10) working days of receipt of the grievance.
- c. Within ten (10) working days of the meeting/discussion, the Superintendent or his/her designee shall render/communicate, in writing, the Board of Education's Grievance Committee's decision to the grievant and to the CTA/designee. Copies of the same shall be kept in the office of the Superintendent.

4. ***Level Four***

- a. In the event the Association is not satisfied with the decision rendered at Level

Three, it may appeal the decision to a State Mediator. Such appeal must be presented to the Superintendent, in writing, within ten (10) working days of the decision rendered at Level Three.

- b. The Superintendent or his/her designee and the Association/designee shall mutually request the assignment of a State Mediator to hear the grievance at a mutually agreeable time.
- c. The Association and the school district may have up to three (3) representatives present during the mediation time.
- d. The recommendation of the State Mediator shall be strictly advisory and shall not be binding on either party.
- e. Within ten (10) working days of completion of the mediation process, representatives of the school district and the Association shall determine whether the recommendation of the State Mediator is acceptable. Any agreement reached shall be put in writing and a copy submitted to the Superintendent and CTA.
- f. A copy of the final decision shall be filed with the Superintendent.

NO STRIKE

The Association and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by honest, peaceful and appropriate means without interruption to the functions of the school system. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

NON-DISCRIMINATION

The Board and the Association both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of civil rights. Accordingly, both parties reaffirm by this Agreement not to discriminate against any person or persons because of race, creed, color, age, sex or national origin.

STUDENT CARE

- A. Employees shall be expected to exercise reasonable care with respect to the safety of

- pupils and property.
- B. While recognizing that students may require disciplinary action in various forms, the Board will not condone the use of unreasonable force and fear by an employee as an appropriate procedure in student discipline.
 - C. Employees shall not find it necessary to resort to physical force or violence to compel obedience. If all other means fail, employees, with proper authorization, may resort to the removal of a student through suspension or expulsion procedures.
 - D. In accordance with state law, corporal punishment shall not be permitted. If any employee deliberately inflicts or causes to be inflicted, physical pain by hitting, paddling, spanking, slapping or making use of any other kind of physical force as a means of disciplining a student, he/she may be subject to discipline, up to and including discharge and the possibility of criminal assault charges.

SENIORITY

- A. Hire date shall be defined as the date the employee hired into a regular full-time bargaining unit position. This beginning date, which controls the accumulation of seniority, shall be the earliest date commencing a period of continuous full-time employment, excluding authorized leaves, time laid-off or the probationary period.
- B. A "year of service" is defined as a school year. "Full-time" is defined as driving a regular route.
- C. Seniority or sub time in another department does not qualify toward the accumulation of seniority.
- D. When two (2) or more employees on the seniority list have the same seniority date, placement on the list shall be determined first by date of hire, then by alphabetical order using the last name first and if a tie still exists, the employee's first name.
- E. Seniority, including sub time, accumulated prior to the effective date of this Agreement shall remain in effect. Sub time does not qualify toward the accumulation of seniority after the ratification of this Agreement.
- F. Route Changes
 - 1. The Transportation Supervisor shall schedule a meeting with all employees covered by this Agreement within two (2) weeks prior to the start of each school year. All employees shall be notified of all available bus runs.
 - 2. Route changes shall be chosen by seniority.
 - 3. There shall be no bumping among drivers unless a route changes classification.
 - 4. Route changes or vacancies in mid year should result in posting the route and seniority prevails.

5. No driver shall be force bumped for personal reasons unless it is worked out by the Supervisor and drivers involved.
6. Unrequested transfers shall be made by the Administrator only when deemed necessary by the Administration. A meeting with the employee and Administration will take place before a transfer is effective.
7. Requested transfers will be considered on the strength of the reasons given for the transfer and with the student's best interest in mind.

G. **Seniority List - Drivers**

Rank	Employee	Hire Date	Full Time	As of 8/2009	
				Yrs of Service	Position
1	Julie Isaac	09/28/1989	09/01/1991	19	Driver
2	Char Smock	09/19/1990	03/01/1995	16	Driver
3	Peggy Severance	10/02/1992	08/29/1995	15.5	Driver
4	Roger Orvis	03/03/1998	12/17/1999	10.25	Driver
5	Karen Magnus	08/17/2000	08/21/2001	8.5	Driver
6	Tammy Miller	02/15/1999	02/04/2002	8.5	Driver
7	Mark Wixson	04/20/2001	08/26/2003	7	Driver
8	Jim Parsons	10/10/2001	01/26/2004	6.5	Driver
9	Janine Baldwin	08/24/2004	08/24/2004	5	Driver

All parties agree that the above list is complete and accurate as of the signing of this Agreement, including sub time which was previously agreed upon.

PROBATION

- A. An employee newly hired or moving into a permanent full-time position in the bargaining unit shall be on probationary status for one (1) calendar year, beginning the first day of full-time employment.
- B. If at any time prior to the completion of the probationary period, the employee's work performance and/or professional conduct is unsatisfactory, he/she may be dismissed by the Board during this period without appeal by the employee or the Association.
- C. Probationary employees who are absent during the probationary period shall work additional days equal to the number of days absent and such employee shall not have completed his/her probationary period until these additional days have been worked.
- D. Employee's who are hired after the effective date of this agreement shall have their seniority computed from the first day of permanent full-time employment.
- E. Drivers must be able and willing to drive all of the school district's buses. The Director of Transportation has the authority to assign drivers to a specific bus.

LAYOFF AND RECALL

- A. In the event the Board determines to reduce the number of employees in the bargaining unit, the following procedure shall be followed:
1. The seniority list in the Agreement and any new employee information necessary to establish a current status of employees in the bargaining unit shall be used to develop a new seniority list which shall be approved by the Board/designee and the CTA/designee.
 2. The employee with the least seniority, within classification, shall be laid-off, unless a higher seniority employee is not qualified to perform the job.
 3. An employee to be laid-off shall receive at least thirty (30) working days notice of layoff.
 4. When there is an increase in positions following such a layoff, the employee whose services have been so terminated and who is qualified for the position available, shall be recalled in the reverse order of layoff up to the length of his/her seniority, not to exceed two (2) years.
 5. The Board shall continue its contribution toward health insurance for one (1) additional month providing the individual employee's layoff is expected to be more than one (1) month in duration and provided further that the employee makes his/her contribution toward the additional month's premium.

PROTECTION OF TRANSPORTATION PERSONNEL

- A. Any case of assault upon an employee shall be promptly reported to the Transportation Supervisor or his/her designated representative. The Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault, and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

Serious written complaints by a parent of a student directed toward an employee shall be promptly called to the employee's attention by his/her immediate supervisor. This means giving the employee the name of the complainant, and the right to consult with them. If any legal action is brought against an employee by reason of any school involvement the Board will provide assistance to the employee in his/her defense as is permitted under the Michigan School Code.

CONDITIONS OF WORK

- A. The regularly scheduled work week for all CTA members shall begin at 12:01 a.m. Monday and end at midnight on the following Sunday.
- B. Time and one-half (1½) shall be paid for all time worked in excess of forty (40) hours in a work week.
- C. For purposes of this Agreement, a full-time employee will be defined as a person assigned to a regular permanent classified route.
- D. Bus overloads will be addressed by the Transportation Supervisor promptly.
- E. It is mutually agreed that the method of compensating for extra school days added to the calendar because of excessive inclement weather days, if any, will generally follow the model established through current negotiations with the Clare Education Association. Currently, the first five (5) days no compensation; the next eight (8) days regular compensation; and over thirteen (13) days no compensation.
- F. When drivers are required to attend schooling, they will be reimbursed at the special trip rate.
- G. The Board will contribute up to One Hundred (\$100.00) Dollars towards an annual physical examination, with doctors and place of examination subject to change by the Board.
- H. The Board shall provide each employee with an annual clothing allowance of One Hundred Twenty-Five (\$125.00) Dollars. The allowance may be used to purchase jackets, rain gear or footwear in a coordinated cycle to be approved by the Supervisor. A portion of this allotment may be used for cleaning expenses. Proof of purchase must be submitted to the Business Office.
- I. The Board shall pay the entire cost of a new or renewal CDL Drivers License (including any generally required application skills tests, etc.). Should a new driver leave the employment of the Board within twelve (12) months from the date of issuance of a CDL, paid for by the Board, the new driver shall reimburse the Board for the full cost of said license, including skills tests, etc.
- J. The Board agrees to make a computer and copy machine available in the transportation department to aid in route preparation and other school related business.

LEAVES OF ABSENCE

A. Sick Leave

1. The purpose of the sick leave allowance is to cover the absence of any employee from school because of personal illness, injury, or disability. Sick leave will accumulate at the rate of one (1) day per month up to a maximum of ten (10) days per year. Sick leave days will be allowed to accumulate from year to year to a total of one hundred twenty (120) days. Upon retirement from Clare Public Schools, with at least ten (10) consecutive years of service, the Board will buy back an employee's unused sick leave at Ten (\$10.00) Dollars per day.
2. Personal Illness or Disability: The employee may use all or any portion of his/her sick leave to recover from his/her own illness or disability.
3. A maximum of five (5) days per working year may be used by the employee for critical illness in the immediate family to be deducted from the employee's sick leave. Immediate family is defined as follows: Spouse, father, mother, child, or grandchild. Additional time may be granted at the discretion of the Superintendent or his/her designee.
4. A maximum of five (5) days to be deducted from the employee's sick leave may be used for a death in the immediate family. Immediate family is defined as follows: Spouse, father, mother, children, father-in-law, mother-in-law, grandchildren, and grandparents. Additional time may be granted at the discretion of the Superintendent or his/her designee.
5. One (1) day for death of brother, sister, brother-in-law, sister-in-law, or person whose relationship to the employee warrants such attendance to be deducted from the employee's sick leave. Additional time may be granted at the discretion of the Superintendent or his/her designee.
6. If there is a question of doubt regarding the illness of an employee, the Administration may require a doctor's statement verifying the illness or may require the employee to submit to a medical examination before sick leave pay is allowed.
7. An employee may be required to submit to a medical examination and be released by a designated Board of Education physician before being permitted to return to work. If the Board of Education requires use of a Board designated physician then the expense of the examination will be the responsibility of the Board.
8. Any employee who is absent because of an injury or disease compensable under

the Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary up to a maximum of sixty (60) working days which shall be charged against sick leave. The employee shall receive his/her full salary from the Board and salary benefits received from the insurance company are to be endorsed to the School District as long as sick leave benefits are received.

9. The Board shall furnish each employee with a written statement at the beginning of each school year setting forth the total sick leave credit.

B. Personal Leave

1. Employees shall receive two (2) days for personal business which cannot normally be handled outside of school hours.
2. Funeral and bereavement are considered appropriate uses of these days.
3. A personal day cannot be used the day before or after a holiday or vacation period, the first or last week of each semester or the first day of hunting or fishing season, except with justification in writing to the Director of Transportation/designee.
4. The Director's decision on the justification will be final.
5. A Personal Leave Form must be completed and approved by the Director of Transportation/designee.

C. Jury Duty

1. Employees who are absent from their regular work hours/assignments when subpoenaed for Jury Duty shall be paid their regular wages, less jury fees, for such time up to a maximum of thirty (30) working days per year. Upon request, additional time may be approved by the Board.
2. Any employee who is subpoenaed by the Board to testify in a matter during working hours or is directed by the Board to appear as a witness in an arbitration case or fact-finding case during working hours shall be paid his/her regular wages for all time missed on his/her regular assignment.
3. Employees who file a lawsuit or claim against the Board which results in the employee being absent from his/her regular work assignment shall not receive pay for such absence and shall not be entitled to receive the benefits of this section.

D. Unpaid Leave

An employee may apply to be granted an unpaid health leave up to ninety (90)

days without loss of seniority rights. At the end of said leave, the employee must either return or resign in writing, unless a special extension (in writing) is recommended by the Superintendent or his/her designee. If eligible, the employee must apply for a leave under the provisions of the FMLA and any sick leave or other paid leave time shall be deducted from the employee's accumulation.

INSURANCE PROTECTION

A. Drivers

1. Each employee receiving health insurance will be provided a high deductible, Blue Cross/Blue Shield Plan with an HSA through SET SEG. Each employee covered, must sign a payroll authorization form which will specify the manner in which the employee's portion of the premium will be deducted.
2. Employees hired after January 1, 2006, will not be eligible for health insurance.
3. Employees Issac and Severance will receive up to \$1000 per month for two person health insurance. This equates to an annual amount of \$12,000 which includes a \$2,500 deposit into an HSA account. The above named employees must have a current assignment of regular, utility routes, and mileage with salaries totaling at least \$15,000 in order to qualify and receive the two person HSA health insurance benefit of \$12,000. A \$2,500 deposit into the Set-Seg Health Savings Plan will occur on or near January 1, 2010, 2011, and 2012.
4. Employees Magnus, Orvis, Wixson, and Smock will receive up to \$530.00 per month for single subscriber health insurance premium. This equates to an annual amount of \$6,360.00 which includes a deposit of \$1,250.00 into a single subscriber HSA account. The above named employees must be assigned a Class I route or possess a salary combination of regular and utility routes equal or greater than the salary of a Class I route in order to qualify and receive the single subscriber (HSA) health insurance benefit of \$6,360.00. A \$1,250.00 deposit into the Set-Seg Health Savings Plan will also occur on or near January 1, 2010, 2011, 2012.
5. This change to the Board paid premium for the single subscriber insurance for Magnus and Wixson will become effective July 1, 2009. The \$6,360.00 annual Board paid premium/payment will be pro-rated to \$3,180.00 for the period of July 1, 2009 to December 31, 2009.
6. All remaining members—Baldwin, Miller, and Parsons of the bargaining unit not currently receiving health care coverage, who do not have health care available to them through another source, and who can present proof/evidence to the fact, shall be eligible for single subscriber coverage only with the employer's contribution based on the following schedule:

- 20-25 hours of work per week – 50%
- 26-34 hours of work per week – 75%
- 35 + hours of work per week – 100%

Hours per week worked will be calculated by combining the regular hours and the utility hours from the previous year’s assignment. The total of those hours will be divided by the number of weeks worked (36).

The amount paid by the employer shall first be applied to the employer’s \$1,250.00 deductible contribution to the HSA account with the remaining funds applied to the insurance program premium.

7. Employees with regular routes as of March 1, 2009, who receive no health insurance shall receive up to \$75.00 per month for Delta Dental (50/50/50) & (VSP II) Vision Insurance. Employees who are eligible for health insurance, may purchase Dental & Vision Insurance coverage through payroll deduction.
8. In the event that an employee is employed by the district prior to January 1, 2006, and that potential employee is receiving health care coverage from another source and that coverage becomes unavailable to the employee, the employee, upon presenting proof/evidence of the loss of health insurance, will be eligible to receive single subscriber insurance coverage in accordance with the schedule of hours worked cited in (6.0). However, no deposits into the HSA account will occur until on or near January 1 of that year.
9. The Board shall make payment of monthly insurance premiums for each employee in active employment status, to ensure insurance coverage for the twelve (12) month period commencing September and ending August 31. In instances where cost of coverage exceeds amount of the Board’s contribution, the Board shall make provisions for the excess to be payroll deductible.
10. If employees are eligible to receive paid health insurance coverage from a different employer, they will not be eligible for coverage from the Board.

REIMBURSEMENT SCHEDULES- DRIVERS

Salaries for Drivers of all classes will be paid on the basis of twenty-six (26) equal bi-weekly pay periods commencing with the first regularly scheduled pay day after school begins, plus any special trips. A lump sum payment will be made at the end of the school year for the remaining balance of earnings.

1. **Regular Routes-Drivers**
The hourly wages/rates will increase by (2.0%) for 2009/10. A wage re-opener will be in

least eighty percent (80%) of the school year. This benefit is not to be considered life insurance for survivors, but an employee benefit only.

E. **Special Trips**

1. Bus Drivers shall be paid Thirteen (\$13.00) Dollars per hour for special trips throughout the duration of this agreement/contract.
2. Bus Drivers of special trips which, including the hours worked on their regular daily assignments, exceed forty (40) hours per week, shall be paid at time and one-half (1 ½) for all hours worked/driven over forty (40).
3. Bus Drivers of special trips on a Sunday shall be paid double time for all hours worked.
4. Bus Drivers will be paid a minimum of Thirty (\$30.00) Dollars for trips of two (2) hours or less.
5. The Board shall have the right to deny special trips to any Bus Driver who will exceed forty (40) hours in one week including his/her regularly scheduled weekly hours.
6. Employees shall not be expected to chaperone students while on or off the bus at a destination point unless an emergency exists.
7. The trip rotation board shall be managed by the CTA for its members. Rules pertaining to the management of the board shall be set forth in the CTA's bylaws.
8. Drivers shall report for duty fifteen (15) minutes before time for the bus to leave to receive any messages and pre-trip their bus. Drivers shall, upon returning from a trip, remain on duty for fifteen (15) minutes to clean the inside and post trip their bus. Such report and clean-up time shall be paid at the driver's special trip hourly rate.

F. **Meals and Lodging**

1. When a special trip requires an employee to be out of town during meal time, the employee will be reimbursed for one (1) meal for a trip of at least three (3) hours, two (2) meals for a trip of at least six (6) hours, and three (3) meals for a trip over nine (9) hours, at the following meal rates. An employee on an overnight trip shall be reimbursed for a maximum of three (3) meals per day.

Meal	Amount
Breakfast	(\$ 6.00)
Lunch	(\$ 8.00)
Dinner	(\$10.50)

2. When a special trip requires an employee to be out of town overnight, the employee will be reimbursed for reasonable lodging, but will not be paid for overnight down time.

3. Receipts will be required of the employee for all expenses incurred on special trips. The Board shall issue expense checks monthly.

NEGOTIATIONS PROCEDURES

- A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation and terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties.
- B. Beginning no later than May 1st of the calendar year in which this Agreement expires, the Clare Transportation Association and the Board agree to negotiate over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning employees' salaries, benefits and other conditions of their employment.
- C. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by both the Association and the Board, the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may involve the mediation machinery of the State Department of Labor Employment Relations Commission or take any other lawful measures it may deem appropriate.
- E. No reprisals of any kind shall be taken by either party or by any member of the administration against any Association representative/member or Board representative/member involved in Master Agreement Negotiation Procedures.

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge or contemplation of either of the parties at the time they negotiated or

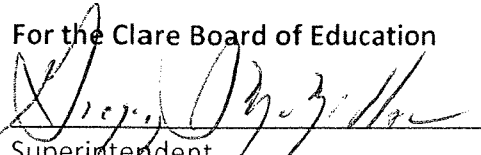
signed this Agreement. This Agreement shall be binding upon the parties.

- B. This Agreement constitutes the sole and entire existing Agreement between the parties, in respect to rates of pay, wages, hours or other conditions of employment which shall prevail during the term of this Agreement. It supersedes and cancels all prior practices, whether oral or written and expresses all obligations of, and restrictions imposed upon the Board and the Association. This contract is subject to amendment, alteration, or additions, only by a subsequent written Agreement between the Association and the Board. The waiver of any breach, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions contained herein.

DURATION OF AGREEMENT

- A. If any provision of this Agreement, or any application of the Agreement to any employee or group of employees, shall be found 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 application shall continue in full force and effect.
- B. This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2012. This Agreement shall not be extended, except by written mutual consent, and it is expressly understood that it shall expire on the date indicated.
- C. If any party desires to terminate this Agreement, it shall give written notice of termination ninety (90) days prior to the termination date. If neither party shall give notice of termination, the Agreement shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party of ninety (90) days written notice prior to the current anniversary date of termination.

For the Clare Board of Education

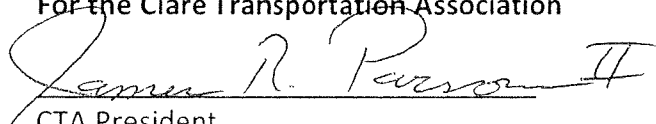

Superintendent

Board Representative

Board Representative

Board Representative

For the Clare Transportation Association


CTA President

CTA Vice President / Secretary

CTA Secretary / Treasurer

CTA Driver