

AGREEMENT

between

CROSWELL-LEXINGTON COMMUNITY SCHOOLS

and

**TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS
LOCAL 214**

(DRIVERS)

July 1, 2014

through

June 30, 2019

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AGREEMENT

This Agreement made and entered into this first day of July, 2014, by and between Croswell-Lexington Community Schools, located at 5407 Peck Road, Croswell, Michigan, party of the first part, and hereinafter termed the "Employer", and Teamsters State, County and Municipal Workers Local 214, located at 2825 Trumbull Avenue, Detroit, Michigan, party of the second part, hereinafter called the "Union".

ARTICLE I DEFINITION

Section 1. The following terms will be accepted as defined for this contract:

- A. EMPLOYER - as used herein shall refer to the Croswell-Lexington Community Schools and/or its designee.
- B. UNION - as used herein shall refer to Teamsters State, County and Municipal Workers Local 214 and/or its designee.
- C. FULL TIME EMPLOYEE - Shall mean those employees working a minimum of 6 ½ (6.5) hours a day.
- D. REGULAR PART TIME - Drivers will be guaranteed a minimum of one (1) hour time for each run and/or special trip only when they return to the bus garage (If the driver continues on to another run the driver simply stays on the clock).
- E. PART TIME - shall mean those employees working less than four (4) hours a day or drive less than three (3) runs a day for five (5) days a week.

ARTICLE II RECOGNITION

Section 1.

The Employer recognizes the Union as the exclusive collective bargaining agent for all non-supervisory bus driver personnel with respect to rate of pay, hours of work and other conditions of employment as provided for in this Agreement.

Section 2.

The terms of this Agreement shall apply to accretions to or re-locations of bargaining unit operations, including newly established or acquired schools of districts of the

Croswell-Lexington Community Schools.

Section 3.

A new employee shall work under the provisions of this Agreement but shall be employed only on a sixty (60) day trial basis. During this probationary period, the employee may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading the terms of this Agreement. In case of discipline within the sixty (60) day period, the Employer shall notify the Union in writing of the discipline. This sixty (60) day probationary period does not apply to temporary employees.

If a vacancy occurs between bid windows, the Board of Education may temporarily fill a vacancy with a temporary employee until the next bid window. If the temporary employee exceeds sixty (60) days, the temporary employee will not earn any rights to this contract, including seniority. A temporary employee is considered a long time substitute employee and will not be considered a probationary employee.

ARTICLE III MANAGEMENT RIGHTS

Section 1.

The Board shall continue to have the exclusive right to establish, modify or change any condition except those covered by provisions of the Teamster Local 214 contract.

Section 2.

- A. The Board hereby retains and reserves unto itself all powers, rights, and authority conferred upon and vested in it by the school code and laws of the State, the constitution of the State of Michigan and/or the United States.
- B. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the District.
- C. Continue its rights of assignment and direction of work of all its personnel, determine the number of shifts and hours and the right to establish, modify or change any work or business hours or days.
- D. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.

- E. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and the standards of operation, the means, methods and processes of carrying on the work including the institution of new and/or improved methods of change therein.
- F. Adopt reasonable rules and regulations.
- G. Determine the qualifications of employees, including physical condition.
- H. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- I. Determine the policies affecting the selection, testing, or training of employee.
- J. In meeting such responsibilities, the Board acts through its administrative staff and shall be free to exercise all of its powers, managerial rights and authority which have not been expressively granted to the Teamster Union by the provisions of this Agreement.

ARTICLE IV STEWARDS

Section 1. Classification Stewards

The employees shall be represented by one (1) elected ~~steward~~ and one (1) alternate steward. The stewards shall be a regular employee of the bargaining unit.

Section 2. Steward Notification

The Union shall notify the school superintendent of the elected stewards. The authority of the stewards shall be limited to and shall not exceed the following duties, which may be performed during working hours on a reasonable basis, but which may not disrupt normal working schedules or normal school activities.

Section 3. Steward Duties

- A. The investigation and presentation of grievances to the Employer to Step One (1) in accordance with the provisions of this Agreement.
- B. The stewards will be allocated a maximum of three (3) days a year for union business other than negotiations and grievance processing.
- C. The steward is required to notify and secure permission from his/her immediate supervisor to leave the assigned work station for Union business. This will not be

abused.

- D. The transmission of such messages and information which shall originate with and are authorized by the local Union or its officers provided such messages and information:
 - 1. have been reduced to writing or
 - 2. If not reduced to writing are of routine nature and do not involve work stoppages, slowdowns, refusals to handle goods, or any other interference with the Employer's business.

Section 4. Limitation of Steward Authority

- A. With prior approval of the Employer, the stewards may post and maintain Union notices on the premises when expressly authorized by the officers of the Union in the appropriate work area.
- B. The stewards have no authority to take strike action or any other action interrupting the Employer's business.
- C. The Employer recognizes these limitations upon the stewards and shall not hold the union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to render proper discipline to any steward in the event such steward has taken action in violation of this agreement.

Section 5. Stewards

The Teamsters Union and its members have the right to use school buildings and related facilities for official Union business without charge, provided such use has been approved by the Superintendent of Schools. Such use shall not interfere or interrupt normal school operations.

ARTICLE V GRIEVANCE PROCEDURE

Section 1.

It is mutually agreed that all grievances, disputes or complaints arising over the interpretation or application of this Agreement be settled in accordance with the procedure herein provided and that there shall be at no time, any strikes, tie-ups of equipment, slow-downs, walk-outs, or any other cessation of work through the use of any method of lockout.

Section 2.

Every effort shall be made to adjust controversies and disagreements in any amicable manner between the Employer and the Union. Information which is necessary for the processing of the grievance will, with the approval of the employee involved, be available to the Union, except information found in the confidential file of the employee.

Section 3.

Should any grievance dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

STEP 1

It shall be the responsibility of the aggrieved to reduce any grievance in writing within five (5) working days of the alleged grievance on the form provided for by the Union and to serve a copy to the immediate supervisor.

STEP 2

Within five (5) working days of the receipt of the grievance, a conference will be held by the supervisor and the aggrieved employee. Union representation may be present during the conference. In the event this step fails to settle the complaint, it shall be presented to the Superintendent within five (5) working days after the hearing with the immediate supervisor.

STEP 3

Within five (5) working days of receipt of the appeal of the supervisor's decision at Step 1, the Superintendent will review the grievance with the employee. Union representation may be present during this hearing with the Superintendent. The Superintendent will respond to the grievance in writing within five (5) working days of the hearing.

In the event this step fails to settle the grievance, it may be referred to M.E.R.C. for mediation by either party, provided that the referral is submitted within ten (10) working days of the date of the response by the Superintendent. The mediation step may be by-passed by mutual consent of the parties.

STEP 4

Within five (5) working days of the mediation then the grievance may be referred to Arbitration by either party. The Teamster panel will decide if the grievance should be

forwarded to Arbitration.

Section 4. General Arbitration Provisions

1. The Arbitrator shall be selected from the M.E.R.C. panel of Arbitrator rolls. Each party will have an opportunity to eliminate names from the list of Arbitrators until there is a mutual agreement for an Arbitrator.
2. The Arbitration proceeding shall be conducted in accordance with rules promulgated by the M.E.R.C.
3. It is expressly understood that grievances, dismissals or suspensions arising before the effective date of this Agreement shall not be arbitrated absent mutual agreement between both parties.
4. The parties may mutually agree to an Arbitrator outside the list provided by M.E.R.C.
5. The cost of Arbitration will be the responsibility of the losing party.
6. An award in any one case will not require retroactive adjustments in any other instance not in dispute with the case at hand.
7. The decision of the Arbitrator shall be final and binding.

Section 5.

Restrictions on the Arbitrator's authority. The Arbitrator shall have no power to:

1. Rule on an issue not authorized by the bargaining Agreement.
2. Add to, subtract from, or otherwise modify the expressed terms and conditions of this Agreement.
3. Compensatory damages will be limited to making the employee whole.
4. Substitutes, temporary and employees on probation will not be authorized Arbitration.
5. Rule on prohibited subjects of bargaining.
6. Rule on assignment, placement, layoff/recall, and evaluation

Section 6.

Unauthorized strike or work slowdown.

- A. It is further agreed that in all cases of any strike, slow-down, walkout or any cessation of work, the Union shall not be liable for damage resulting from such actions of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of stoppage or work mentioned above, it is specifically understood and agreed that the School Board during the first day of such stoppage, shall have the right to immediately discharge any employee participating in any strike, slow-down, walkout or any other cessation of work and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

ARTICLE VI DISCHARGE OR SUSPENSION

Section 1.

Except as provided in Article II, Section 6., the Employer shall not discharge or suspend any seniority employee for arbitrary or capricious reasons.

Section 2.

A warning notice need not be given to an employee before he/she is disciplined or discharged for dishonesty, drug abuse, drunkenness, carrying weapons, physically or mentally unfit, recklessness resulting in a serious accident while on duty, abuse of students, inappropriate physical contact with students and staff which may include, but is not limited to, hugging, touching, slapping, hitting, spanking, and pushing, carrying unauthorized passengers in vehicles or allowing unauthorized persons to perform their work.

Section 3.

Discharge must be by written notice to the employee and the Union. Other than probationary employees any discharged or suspended employee may file a grievance for the discharge or suspension. Three (3) day or less suspensions shall not be forwarded to arbitration but either party may request mediation if the suspension is grieved.

ARTICLE VII SENIORITY

Section 1.

- A. In reducing the working force, the last employee hired shall be the first

employee laid off in his respective seniority classification. In returning to work, the last employee laid off shall be the first employee re-hired in his/her respective seniority classification.

- B. Seniority shall be broken only by discharge, layoff of more than 12 months, or quitting voluntarily. In the event of a layoff of less than 12 months, an employee laid off shall be given seven (7) calendar days notice of recall by certified mail to the last known address of the employee. In the event the employee fails to make himself/herself available for work at the end of said seven (7) calendar days he/she shall lose all seniority rights under this Agreement.

Employees who transfer or promote to positions within the District but outside the bargaining unit shall continue to accumulate seniority for a period not to exceed six (6) months, at which point their seniority will be frozen. Upon their return to the unit, they shall be entitled to their previously accumulated seniority.

- C. A list of employees arranged in the order of their seniority shall be provided annually at the beginning of the school year to the Union stewards and to the business agent. Updated lists will be provided as new employees are hired. Any controversy over the seniority standing of any employee on this list shall be referred to the Grievance Procedure for settlement. Such determination shall be made without regard to whether the employees involved are members or not. Employees have ten (10) working days to challenge the seniority posting. No challenges will be accepted after the tenth day.
- D. Should an employee be hired during June, July and August and offered a regular position, this employee will start their probationary period on the first day of school, normally the day after Labor Day. During the probationary period, no probationary employee shall be entitled to fringe benefits under this agreement, however, sick leave will accrue retroactive to the first date of probation.
- E. Non-bargaining unit members have no rights to this contract.

ARTICLE VIII WORKING CONDITIONS

Section 1.

- A. It shall be hereby understood by the parties hereto that the assignment of duties to any individual employee in his/her respective classification shall be vested in

the Employer, consistent with the provisions outlined in this Agreement.

- B. Specific duties for all classifications within the scope of this agreement shall be outlined in writing by the employer and a copy given to the employee at the start of employment and to the steward and business agent whenever the District publishes new or revised job descriptions.

Section 2.

Employees should only be required to report to or take orders from one supervisor. Further, each employee's duty outline will include the name and/or title of his or her immediate supervisor.

Section 3.

The Employer agrees that an employee will only be assigned to fill one position within the bargaining unit as outlined in schedule A unless specifically agreed to by both the Employer and Teamsters Union.

Section 4.

The Employer agrees to the payment for the loss of personal property or insurance deductible, whichever is less, of employee, if said property is lost in the course of employment and not due to the negligence of the employee provided the employee has exhausted efforts to collect for loss through private insurance carriers. (Limit \$250)

Section 5. Mileage

Employees shall be paid at the IRS mileage rate for use of their personal vehicles when such vehicle is used for the school system's convenience. Use of said vehicle shall be on a voluntary basis.

ARTICLE IX PREMIUM PAY

Section 1.

All hours worked over forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the regular hourly rate of pay. Any employee working more than eight (8) hours a single day shall be paid at the rate of time and one-half for all hours above eight.

ARTICLE X JOB BIDDING

Section 1.

Job posting and bidding will be established in each classification. Vacant positions will be posted for a minimum of (5) working days in each building or work station. Positions vacant in between the window openings will be open for bid at the next bid window opening. Bids will be awarded by seniority during the appropriate window opening for bids in each classification. Seniority in one classification does not apply in another classification. A position vacant between bid windows may be filled temporarily by the superintendent until the next bid window opening. Temporary employees will not be entitled to seniority. Bargaining unit members in one classification may be considered by the board of education in another classification if the employee is considered to be qualified by the board of education. The board of education reserves the right to fill the vacant position with the person who the board considers the most qualified for the position.

Section 2.

The Board's purpose is to fill a vacancy with the most qualified candidate as determined by the board of education. Vacant positions will be awarded to the candidate with the highest qualifications. If qualifications are equal between bargaining unit employees and non bargaining unit employees, the board will award the position to the equally qualified bargaining unit member with the most seniority.

ARTICLE XI EQUIPMENT, ACCIDENTS AND REPORTS

Section 1.

The Employer shall not require employees to take out on the streets, or highways, any vehicle that is not equipped with the safety appliances in safe operating condition as prescribed by law.

Section 2.

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. The employee, before starting his/her next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employees to disciplinary action by the Employer.

Section 3.

Employees shall immediately, or at the end of their shifts, report all defects of equipment. Equipment reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies. The Employer shall not ask or require

any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, until same has been approved as being safe by the mechanical department or supervisor.

Section 4.

Failure to respond on the above sections will be subject to the grievance procedure.

ARTICLE XII MILITARY CLAUSE

Section 1.

Employees enlisting or entering the armed forces of the United States, pursuant to the Selective Service Act of 1948, as amended, shall be granted all rights and privileges provided by the Act.

ARTICLE XIII LEAVES OF ABSENCE

Section 1.

Any employee desiring an unpaid leave of absence from employment shall secure written permission from the Superintendent. If the leave is approved, the Superintendent will send a copy of the approval to the Union. During the period of the unpaid leave of absence, the employee will not use the days for gainful employment, recreation or vacations. Failure to comply with this provision shall result in the complete loss of seniority rights and shall be subject to discipline, including discharge. The employee (unless the employee is eligible for leave under the Family and Medical Leave Act) will compensate the Employer on a daily rate for the medical premiums paid by the Employer during the unpaid leave of absence. The inability to work because of a proven sickness or injury shall not result in the loss of seniority rights for one year from the date of illness or injury. Seniority will be frozen during the period of unpaid absence. After one year, the position will be declared vacant and posted according to the terms of the contract.

Section 2.

The Employer agrees to grant necessary and reasonable time off, without pay without discrimination or loss of seniority rights without pay, not to exceed seven (7) days per year, for any two members of the bargaining unit at any given time designated by the union to attend a Labor Convention, or serve in any capacity on other official union business, provided forty-eight (48) hours written notice is given to the employer by the union.

Section 3. Bereavement Days

- A. All employees may use up to (5) sick days for bereavement days for deaths in the immediate family. Immediate Family is defined as spouse, children, grandchildren, brother, sister, parents, grandparents and parent-in-law, brother/sister-in-law except that a relative living in the same household may, for the purpose of this section, be considered as of the immediate family. Two (2) of the sick days will not be chargeable to the employee's sick day bank.
- B. All employees may use up to five (5) sick days for illness in the immediate family. The employer may require verification of illness. Immediate family includes spouse and children.

Section 4. Jury Duty

Jury Duty leave shall be allowed to employees. Such leave shall be allowed without loss of pay. The employee will turn over any pay earned for serving on Jury Duty to the District. If the Jury Duty pay exceeds the employee's school district pay, the difference may be kept by the employee.

Section 5. Maternity Leave

The Employer will grant a leave of absence for maternity without pay upon written request for such leave. This leave may be up to 12 weeks in accordance with FMLA.. The employee may request an extension for additional time. The employee may use earned sick days and or earned vacation days for pay during this leave.

Section 6.

The Family Leave Act is available for eligible employees in accordance with the law for a duration not to exceed twelve (12) weeks or the time specified in the law. After twelve (12) weeks, the employee will be responsible for the payment of medical insurance premiums. Paid leave shall be concurrent with FMLA. If the employee fails to return to work after exhausting FMLA the employee shall reimburse the district the cost of insurance premiums made by the employer during the leave.

ARTICLE XIV SICK LEAVE

Section 1.

Drivers shall accrue 1 paid sick day on each of the following dates: First student day, October 1, November 1, December 1, first work day in January, March 1, April 1, and May 1. Employee must earn the sick days before they are available for use.

Section 2.

For absences of three (3) consecutive workdays or in instances where there is a pattern of sick leave abuse, a certificate of inability to work, by reason of illness, from a licensed physician, or other health officer designated by the Employer, and other such evidence of the illness and inability to work as the Employer may deem necessary may be required as evidence of the illness before compensation for the period of illness is authorized. Compensation will not be authorized for illness related to alcohol or other substance abuse related illness.

Employees returning from such leave shall provide proper medical verification of their ability to fully assume their job responsibilities and may be required to pass a fit for duty physical and other work-related tests as needed prior to returning to active status. Employer directed tests will be paid for by the employer.

Section 3.

In the event of death of any regular school employee, fifty (50%) percent of all unused sick leave days shall be paid to the spouse. Sick and personal days are to be posted during September and March of each year, unless reported on the employee's payroll check.

Section 4.

Sick pay will be computed based on the employee's regular scheduled work day. Overtime will not add to an employee's sick day bank.

Section 5.

The Family Medical Leave Act will commence on the first day of sick leave not to exceed twelve (12) weeks or the time specified in the law for eligible employees.. After twelve (12) weeks, employees on unpaid sick leave will be responsible for the payment of medical premiums unless the employee is on Workers' Compensation.

ARTICLE XV ABSENCE FROM WORK

Section 1.

Employees that are unable to report for work for any reason must notify the supervisor at least eight (8) hours prior to their scheduled starting time except in an emergency the employee must notify his/her supervisor at least one (1) hour prior to his/her starting time.

ARTICLE XVI

PHYSICAL EXAMINATIONS

Section 1.

All new employees shall have a physical examination by the Employer's doctor prior to the first (1st) day of work. This examination will include a screening for the use of substances (drugs/alcohol). Existing employees may be required to have a physical examination (which may include a test for suspected use of alcohol/drugs as prescribed by Federal, State Laws and Board Policy) at the Employer's expense.

ARTICLE XVII HOLIDAY PAY

Section 1.

All employees, except temporary, probationary and substitutes shall receive pay for the following holidays: Good Friday, Memorial Day, and Thanksgiving Day. Employees must be on work status to qualify for holiday pay.

Section 2.

Holiday pay will be figured at one day's regular pay. In the event that any of the above holidays fall on Saturday, the employees shall work Monday through Friday and receive holiday pay.

ARTICLE XIII VACATIONS

Section 1.

Only employees who received vacation pay in 2009-2010 will be eligible for vacation pay from this point forward. Vacation days will be limited to the lesser of "7 days per year or what the driver received in 2009-2010 (Drivers who received 5 days previously will still receive 5 days, but those who previously had more than 7 days vacation will be limited to 7 days).

Section 2.

Employees who are eligible for vacation pay shall receive pay based on their regular work schedule. Bus Drivers opting to use their accrued vacation during the school year, will only receive the unused portion of their vacation pay at the end of the year.

Section 3.

The computation of vacation for eligible employees shall be based on a July 1 to June 30 school year.

**ARTICLE XIX
WORKERS' COMPENSATION**

Section 1.

The employer shall provide Workers' Compensation for all employees covered by this agreement in accordance with the Michigan Law. All employees injured on the job shall be covered as follows:

- A. Seniority shall continue under Workers' Compensation.
- B. The employer shall continue to pay the employee's full hospitalization, life insurance, vision, and dental coverage for twelve (12) months during said injury.
- C. Any employee who is covered by sick days may use approximately 1/3 of an accumulated sick day for each day of injury in order that said employee can draw a full weekly pay check as if worked.

**ARTICLE XX
MEDICAL & LIFE INSURANCE**

Section 1. Term Life

The Board of Education will provide term life insurance for employees as follows:

- | | | |
|----|-----------------------------|----------|
| A. | Full-time employees | \$25,000 |
| B. | Regular part-time employees | \$15,000 |
| C. | Part-time employees | \$10,000 |

Section 2. Medical

The Croswell-Lexington Community Schools Board of Education declares itself the insurance policy holder.

- A. The Board agrees to pay in 2014-2015 only to those who work 7 hours or more per day an amount for health insurance and other health insurance fees not to exceed: **\$488.13** per month for single coverage, **\$1,020.83** per month for 2-person coverage, and **\$1,331.27** per month for full family coverage. The monthly amounts paid by the district will be adjusted according to amounts

allowed by Public Act 270 enacted in 2013.

- B. Employees working less than forty (40) hours per week, but not less than twenty (20) hours per week shall have a prorated amount paid toward their medical insurance premium for the year.
- C. Employees working less 20 hours are not eligible for insurance coverage unless they took the district insurance in 2013-14.
- D. The Board agrees to pay to those who are eligible for insurance the following if the employee chooses to not participate in the medical coverage.
 - a. Full-time employee:
 - 1. Single \$75.00 a month
 - 2. Employee & spouse \$90.00 a month
 - 3. Full family \$105.00 a month
 - b. Regular part-time employee:
 - 1. Single \$45.00 a month
 - 2. Employee & spouse \$55.00 a month
 - 3. Full family \$65.00 a month

Section 3.

Overtime will not be used to determine the employee's status for the medical and term life insurance coverage. Employees on unpaid leave of absence will be required to reimburse the school district for the premium paid to sustain their medical and term life insurance coverage while on unpaid leave.

**ARTICLE XXI
DENTAL AND VISION INSURANCE**

Section 1.

The district will provide vision and dental insurance equivalent to what the employees received in 2009-2010.

Section 2.

If an employee is absent because of illness or off the job injury and notifies the employer of the illness or injury, the employer shall continue to make the required contributions for a period of (4) weeks. If an employee is injured on the job, the employer shall continue to pay the required contribution for a period not to exceed (12) months from the date of the injury.

Section 3.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence, sufficient funds to pay the required contribution.

ARTICLE XXII RETIREMENT BENEFITS

Section 1.

The Employer agrees to pay the amount legally required by the State's school retirement program for all employees covered by this Agreement.

Section 2.

The Employer will reimburse all employees with ten (10) years of seniority for unused sick leave upon retirement at regular wages not to exceed \$1,000.

ARTICLE XXIII BUS RUNS

Section 1. Bus Runs and Assignments

- A. The assignment of buses and bus runs, including time schedules and runs, are vested in the Employer and may be changed at any time to meet the adequate transportation needs of the District at the discretion of the Employer.
- B. Bus drivers will bid on runs once per school year prior to the start of the school year. Middle runs may be bid later. Runs will be awarded by seniority. If runs are changed by more than fifteen (15) minutes, the number of runs are increased or decreased, or a vacancy occurs, a mid-year bid session will be held. There will not be more than two bids per fiscal year.
- C. Drivers cannot challenge the run time set by the supervisor ten (10) working days after the bid.
- D. Drivers will be guaranteed a minimum of one (1) hour time for each run and or special trip. After the first hour, the time will be clock time.
- E. The supervisor will guarantee the time of a driver's run at the time of the bidding until the next bid session.
- F. The supervisor will include five (5) minutes a day on each drivers work day to

cover incidental delays caused by weather, accidents, detours, etc.

- G. A.M. and P.M. leaves of absence during the semester may be filled by the supervisor without using the bidding process. The vacancy will be open at the next semester opening.
- H. Drivers with middle runs who are on extended leave (more than ten (10) days) will have their middle runs passed on to the next senior qualified driver as long as no changes are made on their assigned A.M. and P.M. runs. An exception is authorized for Frostick drivers when they have an opportunity to pick up a Meyer or Career Center run.

Section 2. Overtime

- A. All time offered a driver over and above their regular scheduled runs at the time of the bid will be treated as overtime unless the middle runs are reassigned according to Section H.
- B. The supervisor will offer overtime including available runs and special trips to regular drivers on a rotating basis unless the supervisor has a need to equalize the overtime among the drivers.
- C. Probationary, temporary and substitute drivers will not be authorized overtime unless the regular drivers are not available.
- D. Overtime refused by a driver will be treated as if the driver accepted the overtime.
- E. Overtime will be equalized annually by the transportation supervisor. The overtime list will be posted and the drivers with the low overtime will be equalized by the supervisor. All overtime will be included when equalizing including substitute time in a different classification.
- F. Drivers paid double or triple time on overtime will be charged on the overtime roster according to time paid. Example: (1) hour paid double time will be charged two hours on the overtime roster.
- G. The overtime roster cannot be challenged by the employee five (5) days after the posting.
- H. Drivers wanting to sub in different classifications may be authorized provided they are qualified and available. (see board handbook on job descriptions and qualifications).

- I. Drivers will not be authorized to refuse bus overtime to sub in a different classification. Two bus overtime refusals per semester will remove the driver from the sub cook or custodial overtime roster.
- J. Drivers will not be authorized to adjust their regularly scheduled runs to become available to sub in another classification.
- K. Subbing in another classification will not enable the driver to obtain dual classification seniority. Seniority classification will remain as a bus driver.

Section 3. Special Trips

- A. A special trip will be any trip that is not a regular run.
- B. Special trips will be posted twenty-four (24) hours in advance or as soon as possible. Trips will be assigned by the supervisor in rotation or in regards to the need to equalize the overtime. The Employer agrees to pay three (3) hours show up time for any special trips that are not canceled two (2) hours in advance.
- C. Drivers will be paid according to driving time on overnight field trips (eight (8) hours guaranteed). Lodging and meals will be paid a driver while on the overnight trip.
- D. Sponsors of the field trip will be responsible for the supervision of the students while on the field trip.

Section 4. Breakdowns or Accidents

- A. In the event of any breakdown or accident, the employee shall be compensated at his regular hourly rate of pay beyond the regular scheduled running time of the trip.
- B. Drivers are required to pre-trip inspect their buses before each run or trip. Bus breakdowns or items in need of repair must be reported immediately on the forms provided at the bus garage. Pre-tripping includes, according to Federal and State laws and Board policy, a visual inspection of tires, mirrors, lights, doors, etc.

Section 5. Miscellaneous

- A. Drivers may be required to submit to medical/substance abuse examinations at the Employer's expense if there is cause to believe the driver's ability to drive is impaired according to Federal, State and Board policy.

- B. Drivers may be requested to pick up or drop off a student without the district being charged for an extra run as long as they've not returned to the garage.
- C. Drivers report directly to the transportation supervisor.
- D. Drivers will complete student discipline tickets in a timely manner and turn them into the supervisor. Drivers acknowledge that the bus rules are for the safety of the students and the safe operation of the bus, therefore, will enforce the rules as promulgated by the district.

**ARTICLE XXIV
ACT OF GOD DAYS**

Section 1.

Board of Education has agreed that pay for Act of God days will cease. The Board also agrees to pay drivers for one hour if the decision to cancel school is not made at least 30 minutes prior to their punch-in time.

**ARTICLE XXV
WAGES**

Section 1.

Attached hereto and marked Schedule "A" is a schedule showing the classification and wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth the hourly rate, regular working conditions and other details of employment. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.

All employees are required to use direct deposit or receive pay on a debit card for 100% of their net pay.

Section 2.

It is understood that there is no retroactive wage adjustment for employees no longer working for the District at the time of this contract ratification.

Section 3.

Terms of this contract are for five (5) years.

**ARTICLE XXVI
SEPARABILITY AND SAVINGS CLAUSE**

Section 1.

If an article or section of this Contract or any addendum thereto should be held invalid by law or by any other tribunal of competent jurisdiction, or if compliance with or enforcement of article or section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Contract and of any addendum thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be effected thereby.

Section 2.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall promptly enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands.

**ARTICLE XXVII
TERMINATION CLAUSE**

Section 1.

This Agreement shall be in force and effect from July 1, 2014 to and including June 30, 2019, and shall continue in full force and effect from month to month thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 2.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said agreement, but also desire to negotiate changes or revisions in this agreement, either party may serve upon the other a notice, at least (60) days prior to June 30, 2019 or June 30 of any subsequent contract year advising that such party desires to continue this agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3.

It is further agreed by the parties hereto that upon receiving proper cancellation or amendment notice to this agreement, the parties agree to start negotiations before the expiration or amendment date of this agreement.

Section 4.

In the event of an inadvertent failure by the union or employer to give notice set forth in Section 1, 2 and 3 of this Article, such party may give notice at any time prior to the expiration or automatic renewal date of this agreement.

Section 5.

If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in her/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 11th day of June, 2014, effective July 1, 2014.

**CROSWELL-LEXINGTON
COMMUNITY SCHOOLS**

TEAMSTERS LOCAL 214

SALARY SCHEDULE "A"

2014-15 Driver wage will be \$15.78 per hour.

2015-16 Wage re-opener

2016-17 Wage re-opener

2017-18 Wage re-opener

2018-19 Wage re-opener

LETTER OF UNDERSTANDING
between
Croswell Lexington Community Schools Board of Education
and the
Teamsters State, County & Municipal Workers, Local 214

The parties hereby agree to the following:

Procedures for Equalization of Extra Time Trips

In order to resolve the issues of equalization, the parties have agreed to the following pilot program:

1. Extra time trips shall include field, preschool, kindergarten, and career center trips.
2. Extra time trip sessions will be held regularly (i.e., on Tuesday for Thursday, Friday, and weekend trips and on Friday for Monday, Tuesday, and Wednesday trips). Sessions shall begin immediately after the drivers return from their morning runs. Session shall be conducted so as to conclude before 8:30 a.m. No additional pay shall be required if a session lasts beyond 8:30 a.m.
3. Drivers will be provided with the name of the group, nature of the trip, departure, and anticipated return time (i.e., per athletic department). A listing of all extra time per driver will be totaled two (2) days prior to the session and will be provided at the session. Estimated time for trips assigned but not yet taken shall be included. The driver with the least number of minutes will be given first choice of available trips. In order to be eligible to bid on an extra trip run, the extra trip run must result in additional time for the driver.
4. Employees who are unable to attend sessions or who fail to designate in writing a driver to accept trips on their behalf, will be charged as having refused. Drivers who are available for extra trips and refuse will be charged for the trip with the highest minutes. Once a driver is charged for refusing a trip, the driver will not be charged again that day.
5. All extra trip minutes will be reduced to zero balance on the first student day of the new year. After one (1) complete rotation by seniority, equalization will be achieved through the equalization of the drivers with the lowest minutes reported at the extra trip sessions.
6. Exception: Extra trips that would result in less than twelve (12) hours notice if held for the next extra trip session shall be passed out immediately at the discretion of the Transportation Supervisor. Drivers accepting these trips will be charged.
7. The Transportation Supervisor shall also have reasonable discretion in assigning runs in the event there are multiple trips on the same day and there is a lack of drivers to cover regular runs (i.e., drivers with early punch out time which will allow them to take trips and still complete their regular trips).