

AGREEMENT BETWEEN
BOARD OF EDUCATION
of
SAULT STE. MARIE AREA PUBLIC SCHOOLS

and

LU 13569-02b
BUS DRIVER BARGAINING UNIT
of
UNITED STEEL WORKERS, AFL-CIO

July 1, 2011 to June 30, 2014

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**SAULT STE. MARIE AREA PUBLIC SCHOOLS
SAULT STE. MARIE, MICHIGAN**

BUS DRIVER AGREEMENT

July 1, 2011 to June 30, 2014

THIS AGREEMENT, effective July 1, 2011, by and between the Board of Education, Sault Ste. Marie, Michigan, hereinafter called "EMPLOYER", party of the first part, and the UNITED STEEL WORKERS, AFL-CIO, hereinafter called the "UNION", party of the second part. WITNESSETH: WHEREAS, the parties hereto have reached an agreement for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and promoting harmony and efficiency to the end that the parties hereto may mutually benefit, the parties hereto covenant and agree as follows.

ARTICLE I

MANAGEMENT RIGHTS

SECTION 1 - Management Rights - The Board, on its own 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 Constitutions of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right to the executive management and administrative control of the school system and its properties and facilities, and the work-related activities of its employees; to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees; and the exclusive right to plan the work, direct the work force, determine qualifications as referred to in this Agreement, hire new employees, and discipline employees for just cause.

The Employer agrees not to use their management rights for the purpose of discrimination and

any grievance arising out of the exercise of this right and responsibility shall be subject to the grievance procedure. This section is not to conflict or disagree with the Agreement between the parties or any State or Federal law.

ARTICLE II
RECOGNITION

SECTION 1 - Recognition - The Union shall be and is hereby recognized as the sole and exclusive collective bargaining agency for the purpose of collective bargaining with respect to rates of Pay, Wages, Hours of Employment, and other Conditions of Employment for the employees of the Employer as defined in this paragraph. The term Employees, as used in this Agreement, shall mean all Custodians I and II, Maintenance Personnel, School Lunch and Sugar Island Bus Driver, Special Education Drivers, Activity Bus Driver and School to School Shuttle, with the exception of Supervisors.

The District shall not negotiate individually with any bargaining unit member concerning wages, hours, terms or conditions of employment.

SECTION 2 - Non-Discrimination - The Employer recognizes and will not directly or indirectly interfere with the rights of employees to be members of the Union and will not discriminate against employees on account of Union membership or activity. Neither the Union nor any of its members will intimidate or coerce any employee or interfere with his/her right to work because of his/her refusal to participate in Union membership or activity. However, the Employer and Union agree to an agency shop provision whereby all employees presently in the bargaining unit and all new employees upon completion of probation will be required as a condition of employment to remit to the Union monthly the amount of the regular monthly dues and initiation fee or pay a service fee established by the Union.

An employee shall be able to attend union meetings and functions (one per month) provided that prior notice (24 hours) be given to the supervisor. It is understood that the employee must make up said time. It is also understood that said request may be denied in emergency situations.

SECTION 3 - Dues Deduction - Where so authorized and directed on a mutually acceptable form, the Employer will deduct each month the sum of the employee's dues, initiation fees, and legal assessments, if any, in amounts designated by the Union, or a service fee established by the Union, and remit the same to the International Treasurer at the address which he/she authorizes for this purpose. The check shall be accompanied by a list of names showing dues, etc., deducted or the reason for no deduction. A copy of said list shall be furnished to the financial secretary of the local Union.

SECTION 4 - School Facilities - The Union shall have the right to use school facilities, as approved by the administration, for union-related meetings. Telephones and inter-school mail will be available for legitimate union business. Any costs associated with the use of the Employer's telephones will be reimbursed by the Union.

SECTION 5 – Staff Performance Recognition - The Board of Education will recognize employees who have demonstrated outstanding individual and/or team performance. The district shall establish a Board Policy and Administrative Guideline for such staff recognition.

ARTICLE III

REPRESENTATION AND GRIEVANCE PROCEDURE

SECTION 1 - Definition

- a. A grievance is an oral and/or written complaint upon an event or condition which is allegedly in violation of this Agreement.
- b. The grievant is the person or persons making this claim.
- c. The term days mean working days.

SECTION 2 – Grievance Committee - For the purpose of effectively representing the employees coming within the jurisdiction of the Union and this Agreement, the Union shall select a grievance committee consisting of three members, all of whom shall be employees of the Employer. The Union shall furnish the Employer with the names of the grievance committee members and the Employer agrees to deal with these representatives of the union in settling grievances and in

bargaining under this Agreement.

SECTION 3 - Grievances - Employees attending mutually arranged grievance meetings will not lose any regular pay nor be paid extra for time spent outside of the regularly scheduled hours.

Any step of the grievance procedure may be extended by mutual written agreement between the parties. A matter involving two or more employees and the same issue, may be submitted by the Union as a class action grievance in writing within ten (10) working days of the event giving rise to the grievance or not later than ten (10) working days after the facts giving rise to the grievance should have reasonably been known to the employees involved.

SECTION 4 - Grievance Procedure - Grievances shall be taken up for adjustment in each case as necessary as follows: In order to be considered in the grievance procedure, a grievance must be filed not later than ten (10) working days after the event giving rise to the grievance or not later than ten (10) working days after the facts giving rise to the grievance should have reasonably been known to the employee(s) involved.

STEP # 1:

An employee who has a grievance concerning his/her employment should promptly, and in no event later than ten (10) working days after occurrence, inform orally his/her immediate supervisor.

The Supervisor shall then set a place and time within the next two (2) workdays for an oral presentation of the grievance. If the aggrieved employee wishes, a grievance committee member may assist the employee in the oral presentation.

If the aggrieved employee does not receive a satisfactory answer within two (2) working days after the oral presentation, the grievance may be submitted in written form to the immediate supervisor to be submitted to the Superintendent or his/her designee at Step #2, provided the submission is made within five (5) working days following an unsatisfactory answer at Step #1 or lack of answer thereof.

STEP #2:

Upon receipt of the written grievance, the Superintendent or his/her designee shall set a hearing to be held within ten (10) working days from the date the written grievance is submitted. The aggrieved employee may have a member of the Grievance Committee represent them at the hearing.

If the aggrieved employee does not receive a satisfactory answer or no answer within five (5) working days after the written grievance is heard in Step #2 by the Superintendent or his/her designee, the union may request that the written grievance be submitted to Step 3.

STEP #3:

Upon receipt of the appeal from Step 2, the Superintendent or his/her designee shall schedule a Step 3 meeting to be held within ten (10) working days. The aggrieved employee shall have the assistance of the Grievance Committee at the hearing as well as a representative of the International Union.

If the aggrieved employee does not receive a satisfactory answer or no answer within ten (10) working days after the written grievance is heard in Step 3 by the Superintendent or his/her designee, the Union may give written notice to the Superintendent of its intention to give to arbitration.

STEP #4:

Within ten (10) working days from receipt of the Step #3 answer, or lack of answer thereof, either party may request the Michigan Employment Relations Commission to assign a Mediator to assist in resolving the grievance.

In the event that neither party requests mediation, or if mediation services are unavailable or unsuccessful, either party may file for arbitration to the Michigan Employment Relations Commission with a copy of the notice sent to the other party.

Either party desiring to arbitrate will notify the other party in writing setting forth the matter or

matters to be arbitrated. The arbitrator shall be selected in accordance with the rules of the Michigan Employment Relations Commission, except each party shall have the right to peremptorily strike no more than three names from the list of arbitrators. The Union shall strike the first name; the District shall then strike one name. This process shall be repeated three times.

The decision of the arbitrator will be final and binding on the parties. The arbitrator will have no power to add to, detract from, or modify the Agreement, and the subject of a general wage increase shall not be subject to arbitration. The expense of the arbitrator will be borne equally by the parties hereto. A grievance, to be subject to arbitration, must involve the meaning or application of the Agreement or an alleged violation thereof. Employees attending grievance meetings shall not be paid extra nor lose time while attending such meetings.

The Committee shall have the right to call in a Representative of the International Union at any time. The Chairman of the Grievance Committee will be permitted a reasonable amount of time away from his/her work with pay to assist in the adjudication or investigation of grievances or complaints. He/she shall attempt to perform such duties at such times as will have a minimal effect on his/her work and will secure the consent of the Supervisor before leaving his/her job. Such consent shall not be arbitrarily withheld.

Expedited arbitration may be utilized by mutual agreement of both parties.

ARTICLE IV

DISCHARGE AND SUSPENSION

SECTION 1 - Discharge and Suspension - An employee who is discharged or suspended, who considers such discharge or suspension without good cause, shall present a grievance within ten (10) working days of such action, as provided in Article III, Section 4, to the Third step of the grievance procedure.

ARTICLE V
SENIORITY, LAYOFF AND PROMOTIONS

SECTION 1 - Seniority - Seniority when referred to in this Agreement shall be either district seniority or unit seniority. District seniority shall mean the amount of seniority accumulated by the employee as a regular employee of the school district, whether outside or within the bargaining unit. Unit seniority shall mean the amount of seniority accumulated by the employee within the bargaining unit.

For employees hired on the same date, the employee's birth date will determine seniority with the oldest being senior.

SECTION 2 - Loss of Seniority - Seniority shall be broken only by discharge, voluntary quit, retirement, or layoff for more than two (2) years, or not returning from a leave of absence within two (2) years. In the event of recall, a laid off employee shall be given one week's notice of recall by certified mail to the employee's last known address. In the event the employee fails to make him/herself available for work at the end of said one (1) week without just cause, all seniority rights shall be lost under this Agreement.

If the employee is absent from work for three (3) consecutive working days without notifying the Employer prior to or within such three (3) day period of a justifiable reason for such absence, if it was possible for such notice to be given, the employee shall lose all seniority rights under this Agreement.

A bargaining unit member who accepts a position with the Employer in another bargaining unit of the United Steel Workers, AFL-CIO, will have their seniority in the bargaining unit frozen as of the first day they accept the position in the other bargaining unit. An employee who transfers to an excluded position with the Employer has one year to indicate in writing to the Employer of their wishes to return to their former position in the bargaining unit and must return within one year. Without this notification, the employee shall be severed from the union.

Any employee staying in a supervisory position after one (1) year shall not have the right to return

to the bargaining unit unless such time period is mutually extended by the bargaining unit and the Employer.

SECTION 3 - Promotions - The parties recognize that job opportunity and security should increase in proportion to length of service and ability to perform the work. It is agreed therefore that in all cases of promotion, demotion, transfer, recall, and layoff the following factors shall be considered:

- a. bargaining unit seniority
- b. physical fitness for the work
- c. ability (qualifications) to perform available work

Where factors (b) and (c) are relatively equal, unit seniority shall be the governing factor. In the event of a dispute over the relative equality of factors (b) and (c) in the case of any employee, a trial period of thirty (30) days or a certification period of ninety (90) days shall be provided if requested by the grievance committee of the Union after a full discussion of the matter with the Employer. The question of ability and/or physical fitness for the job shall be determined by the Employer at the end of such trial/certification period.

Job announcements will be posted for six (6) working days. When awarded a bid, the employee will be moved within twenty (20) working days.

An employee awarded a position or bumping into a position will have the option of returning to their previous job within twenty (20) working days if they find they are not suited for the job.

SECTION 4 - Reduction In Force - In the event of a reduction in force that necessitates the layoff of any employee from the system, the employee with the least seniority within the bargaining unit will be the first to be laid off regardless of his position. However, in order to be retained or recalled the employee or employees must be able to perform available work efficiently.

Employees to be laid off for an indefinite period of time will be given a written notice of layoff at least ten (10) working days prior to the effective date. Also, the employer shall give written notice

to the Local Union President and the Chairperson of the Grievance Committee on the same day as the employee is notified.

When it is necessary to curtail the number of employees in any job classification due to elimination of the job, a reduction in the number of employees in that job or other reason, the employee on the job with the least seniority will be released from that job. Such employee will then be allowed to displace an employee with less unit seniority on another job classification provided the displacing employee is able to satisfactorily perform the duties of the job the employee seeks to displace into. Any employee displaced under this procedure will, in turn, have a like right until, by the process of elimination, the employee with the least unit seniority is laid off or, if no layoff is contemplated, is assigned other work by the Employer.

Employees on layoff shall be placed at the top of the substitute list and given priority status and will be paid the regular union rate of pay for the job they are performing. Employees who are collecting unemployment compensation benefits agree to forfeit their eligibility for such benefits for the day(s) they are called to work and do not report for work.

Laid off employees shall have their sick leave frozen during the time of layoff. Employees shall be removed from the lay off list after a two year period, and shall no longer be subject to recall.

Any employee who has been accepted into a new position through the displacement procedure will be placed in the new position no later than the first week after acceptance.

SECTION 5 - Probation - New employees shall be on probation for a period of one hundred twenty (120) working days before they accrue seniority rights and the right to release such probationary employees shall be vested exclusively in the Employer regardless of other provisions of this Agreement. Probationary employees retained in excess of one hundred twenty (120) working days shall have seniority from date of hire. The one hundred twenty (120) working day probationary period may by mutual agreement be extended thirty (30) days.

New Employees - Within two weeks following the end of the probationary period, the employer will notify the union secretary of the status of the employee.

If a vacancy is posted within the bargaining unit during an employee's probationary period, the employee will be permitted to bid providing they meet the prescribed qualifications, however, their selection shall be at the sole discretion of the District without recourse to the grievance procedure. If the employee is selected for the promotion, a new one hundred twenty (120) day probationary period will be required.

SECTION 6 - Permanent Vacancies - Within ten working days after the actual occurrence of a permanent vacancy, a notice will be electronically mailed to all members of the bargaining unit and sent electronically to building secretary to print and put in mailbox for members indicating the vacancy. A paper copy will be sent by U.S. mail during the summer months or when an employee is on vacation to the address on file. The notice will contain the position, its location, and hours when less than full time. All positions will be abolished and re-bid that have a permanent minimum change of two hours in assignment or change that would cause a change in benefits or when there is a change in primary duties.

Custodians may not bid on bus driving positions.

Should the position remain vacant after the bidding process, a new employee will be hired in a reasonable amount of time.

SECTION 7 - Temporary Vacancies - When temporary vacancies occur, they will be filled on the basis of seniority and qualification without undue interference with the regular work schedule. Vacancies hereunder shall not be subject to the bidding procedure.

SECTION 8 - Temporary Workers - The parties recognize that it is necessary to employ temporary workers at times. The right of contracting or subcontracting is vested in the employer, provided that such contracting does not arbitrarily or unreasonably reduce the scope of the unit.

A temporary worker shall be defined as one who is hired for a specific project not to exceed sixty (60) calendar days without intent on the part of the employer to reemploy the temporary worker after the temporary job is completed. A temporary worker shall accrue no seniority while so employed.

SECTION 9 - Substitute Workers - The parties recognize that it is necessary to employ substitute workers at times. A substitute worker shall be defined as one who is hired to replace Union members who are absent from work because of an approved leave or due to illnesses, vacations, resignation, or dismissal. Such substitute worker shall accrue no seniority but, if later hired permanently, will be given a retroactive seniority date computed by counting back from the permanent hiring date the actual number of days worked as a substitute employee during the year preceding the date of permanent hire in a capacity of work covered by this Agreement.

SECTION 10 - Handicapped - The parties agree that employees handicapped by physical impairment in a manner or degree to restrict their ability to perform assigned work should receive special consideration under the seniority provisions.

Any employee so handicapped shall have the obligation to furnish medical proof in the form of a written statement from their physician detailing the impairment. Copies of the statement shall be submitted to the Director of Personnel and the local Union President.

Accordingly, any seniority provisions may be altered or waived with respect to such employees as mutually agreed between the Employer and the Union. It is understood that the provisions of this Section are inapplicable to employees eligible for retirement.

SECTION 11 - Performing Supervisory Work - When a supervisor is absent, the person appointed by the administration in writing, to take their place shall receive one dollar (\$1.00) per hour above their present rate for the time spent replacing the supervisor.

Upon mutual agreement between the union and administration, the administration may offer supervisory duties to an employee regardless of seniority. The administration will give initial

consideration to employees within the bargaining unit. The supervisory duties are not considered automatically part of a specific work assignment. The employee has the right to refuse the duties, and/or accept a trial period of one year or less. At the end of the trial period, the employee may retain the supervisory duties or return to their former duties.

ARTICLE VI

WAGES, HOURS AND WORKING CONDITIONS

SECTION 1 - Schedules – Unless a position is bid otherwise, there is hereby recognized a normal five consecutive day week, Monday through Friday with lunch breaks.

The employees shall be entitled to a fifteen (15) minute relief period during a.m. and p.m. portions of the day. Breaks for bus drivers may be scheduled differently so as not to interfere with bus runs.

SECTION 2 - Wages - The wage rates for all job classifications covered hereunder are shown on the Wage Schedule attached hereto and made a part hereof as "Schedule C". The administration will continue to place vacation and sick leave balances on paycheck stubs.

The Board of Education will pay the employers contribution to the Michigan Public School Retirement Fund.

1. For all field trips confined to a single day, the rate will be applied to actual driving time from departure until returning to base. Time shall be computed from the time the employee is ordered to report to work and registers in, and until the time the employee is effectively released from duty.
2. Overnight trips: the custodian/driver will be entitled to a minimum of his/her regularly scheduled hours at his/her regular rate. For hours in excess of the regularly scheduled hours, Article IX, Section 9, Overnight Trips applies.

All unit members will receive his/her payroll compensation by direct deposit.

SECTION 3 - Overtime - The overtime rate will be based on one and one-half times the hourly rate of the work performed.

SECTION 4 – Compensatory Time - Bargaining unit members may be granted time off with pay rather than receiving overtime pay. All hours granted as time off with pay for hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek are to be considered as compensatory time and scheduled as one and one-half (1½) hours for each overtime hour worked. An employee may not accrue more than 100 hours of compensatory time.

The use of compensatory time must be arranged by mutual agreement between the employer and the employee and used when school is not in session or when mutually agreeable with the supervisor.

An employee who has accrued compensatory time shall upon termination of employment, be paid for the unused compensatory time at the regular rate earned by the employee at the time the employee received such payment.

There shall be a uniform method of recording the earning and usage of compensatory time.

SECTION 5 - Emergency - Employees reporting for duty at the Employer's request for work which is outside of and not continuous with their scheduled work period, shall be guaranteed two (2) hours pay at the rate of time and one-half their regular rate.

SECTION 6 - Inclement Weather - If due to inclement weather or other emergency conditions, the school district is closed down by order of the Superintendent, bargaining unit members will not lose time or pay providing they are in pay status and are scheduled to work. Employees who report for work because of essential services requirements, shall be compensated at one and one-half times their regular rate of pay, or at the employee's option, with the approval of the supervisor, equivalent time off work at the rate of time and one-half, with pay at a later date. At the beginning of the school year, the Employer shall inform employees who are assigned to

"essential service positions."

SECTION 7 - Chauffeur License - The Board of Education will pay the fee for the required chauffeur license for the Special Education bus drivers and substitutes.

SECTION 8 - New Positions - Whenever the Employer establishes a new position different and distinct from those now in existence or makes a substantive change in an existing position, the Employer will immediately notify the Union, giving all pertinent information relative to the new or changed job. The parties will then meet promptly to attempt to agree on a rate of pay for such job. If the parties agree on a new rate of pay, it becomes effective with the institution of the new job.

If the parties are unable to agree on a new rate or if they are unable to agree on whether or not a job change is substantive enough to warrant a rate change, the Employer may institute the rate proposed by the Employer and the Union shall have twenty (20) working days in which to file a grievance protesting the equity of such rate and the matter will be processed through the grievance procedure, including arbitration. In the event a grievance is filed hereunder, the Employer shall not be liable for more than up to twenty (20) days back pay prior to the date the grievance was filed.

Any rate adjustments made hereunder shall be kept equitable with already existing rates in so far as possible.

ARTICLE VII

VACATION, SICK LEAVE AND OTHER LEAVE

SECTION 1 - Holidays - The employees will be entitled to the following holidays off with pay for regularly scheduled hours at regular rates for the following days only if normally scheduled to work the week of the holiday: New Year's Day, Good Friday, Easter Monday (or if this is a school day, a mutually agreeable day before June 30 of the current school year), Fourth of July, Thanksgiving Day and Day after Thanksgiving, December 24, and Christmas Day or day celebrated therefore. Holidays occurring during Christmas and spring break are not subject to the above limitation. An

employee required to work on a holiday will receive time and one-half for all hours worked in addition to the holiday allowance.

Should any of the above holidays fall on Saturday or Sunday, the employees will be granted a compensatory day off when school is not in session.

SECTION 2 - Vacation - The employees shall be entitled to vacation as follows:

	<u>12 Month</u>	<u>10 Month</u>
Beginning one (1) year	11 Days	9 Days
Beginning three (3) years	12 Days	10 Days
Beginning seven (7) years	16 Days	13 ½ Days
Beginning ten (10) years	18 Days	15 Days
Beginning fifteen (15) years	23 Days	19 Days
Beginning twenty (20) years	26 Days	22 Days

The vacation week shall be construed to mean the employee's regular workweek with pay for the number of hours they are normally scheduled to work.

All bus drivers must use their vacation during school breaks and not during the regular school year when school is in session. However, bus drivers can submit for days off without pay, based on availability of substitutes. All unused vacation days will be paid on June 30.

SECTION 3 - Donation of Vacation Leave - An employee desiring to donate accrued vacation leave to another member of the bargaining unit must make a written request to the Union for donation of vacation time to be deducted from the donors accrued vacation allotment. A copy of this request must be submitted to the Director of Personnel for appropriate recording purposes.

Requests for donation of vacation leave may only be made for major family disruptions or critical illness when the requestor has exhausted all available leave that is appropriate to the circumstance and members vacation time. Employees who wish may donate up to a maximum of five (5) vacation days per requestor. The requesting member may receive no more than twenty-five (25)

vacation days within a given year.

SECTION 4 - Sick Leave - Employees will be granted 1.35 days sick leave per month worked for personal illness. The sick leave may also be used for family illness (up to five (5) days) and personal business (up to two (2) days). Personal business leave requests must be in writing and submitted at least five (5) working days in advance of the anticipated absence. In cases of emergency the employee shall inform the Personnel Office as soon as possible. Immediate family shall be interpreted as husband, wife, mother, father, sister, brother, children, grandchildren, father and mother-in-law, and grandparents of member or spouse, this also includes a dependent living in the immediate household. The term household is interpreted as those who dwell under the same roof and comprise a family or domestic establishment. It is understood that the maximum earned for both above is 12.15 days and the employee's regular rate shall be paid for such time off. Employees may be permitted to use sick leave for a catastrophic family illness subject to board approval and not subject to the grievance procedure. Sick leave for all bus driving staff is subject to unlimited accumulation.

The employer may request a doctor's certificate covering any illness exceeding three (3) consecutive days.

10 - 11 Month Employees - Sick leave and personal leave may only be taken when an employee is actually at work or scheduled to work and not on leave or vacation except that:

- a. Sick leave will be granted to employees on vacation upon presentation of a doctor's certificate.
- b. Personal leave may be used by 10 month employees to cover time off during scheduled school calendar breaks, if the employee has not earned enough vacation to be paid for the days.

** - This provision does not apply to the adjusted ten (10) month employee.

SECTION 5 - Funeral Leave - An employee shall be allowed up to three (3) days with pay as funeral leave, not deducted from sick leave, for a death in the immediate family. Immediate family

is defined as parent, parent-in-law, spouse, child or spouse of a child, sibling, stepchild, grandparents of member or spouse, grandchildren and dependent relative living in the employee's household.

Employees shall be allowed three (3) days with pay as funeral leave, not deducted from sick leave, for the death of a brother-in-law, sister-in-law, aunt and uncle of employee or spouse. An employee may be allowed to use accumulated vacation days, with approval of the District, if additional days are needed.

SECTION 6 - Maternity/Child Care Leave - Maternity leave will be treated as sick leave. An employee desiring sick leave for maternity purposes will submit a written request accompanied by a doctor certificate. The member shall be eligible to return to work upon filing a physician's statement that the member is physically fit for regular employment.

Child care leave without pay will be granted at a time requested in writing by the employee for a period of not more than one (1) year subsequent to the birth/adoption of said child.

SECTION 7 - Disability - An employee suffering disability as a result of employment with the Employer and covered by the Michigan Worker Compensation Act, shall be paid wages by the Employer in such an amount that the total of the Worker's Compensation plus wages will equal the straight time rate earnings of the employee for a forty (40) hour week.

Said payments shall commence with the date the employee is unable to work and shall continue for the period of the disability or until such time as the Employer has paid an amount to which the employee's accumulated sick leave as entitled under Section 3 above, whichever is the lesser.

If the employee subsequently receives Worker Compensation for time lost during the first week of disability, as provided in the Act, the employee shall promptly reimburse the Employer for the amount received as compensation for that first week. The accumulated sick leave credited to the employee will be reduced by any amounts paid hereunder.

SECTION 8 - Retirement Benefits - Employees hired prior to July 1, 1995, upon completion of

fifteen (15) years consecutive service with the Employer, and who are eligible for Michigan Public Schools Retirement benefits, will be entitled to one (1) month's pay at his/her established rate, upon actual retirement under the retirement plan payable into the deferred compensation plan agreed to by the Group and Administration each Fall.

SECTION 9 - Unused Sick Leave - Those employees who have accumulated unused sick days in excess of 100 days will receive upon retirement, a one-time payment for the number of unused sick days accumulated during their last six (6) years of employment payable into the deferred compensation plan agreed to by the Group and Administration each Fall according to the following procedure:

\$40.00 per day for those employed at least five (5) hours or more per day.

\$25.00 per day for those employed for four (4) hours per day.

\$20.00 per day for those employed for three (3) hours per day.

\$15.00 per day for those employed for two (2) hours per day.

\$10.00 per day for those employed for one (1) hour per day.

SECTION 10 - Leave of Absence - The Board of Education may consider a leave of absence without pay for one (1) year with the possibility of one extension for a second year. An employee desiring a leave of absence shall file a written request for such leave with the Director of Personnel outlining the reason for such request and the duration of the leave requested and a copy of said request shall be sent to the recording secretary of the Local Union.

Leave of Absence will only be granted for good cause and no leave will be granted for the purpose of working elsewhere. Any employee working elsewhere during a leave of absence granted hereunder will be terminated immediately.

Leaves of absence will be for a pre-determined time period and the employee will either:

- a. return to work at the expiration of a leave
- b. request and receive an extension of such leave
- c. terminate his employment on the date the leave expires.

An employee on leave of absence will forfeit any right to bid on vacancies that may occur during such leave and will have no inherent right to any promotions that occur during such leave upon return to work.

During any authorized leave of absence without pay of more than fifteen (15) consecutive calendar days, a member will not accrue sick leave nor be eligible for any fringe benefits paid by the Board including but not limited to hospitalization.

Upon return to work after a leave of four (4) months or less, the employee will be returned to the job last held before such leave. An employee returning from a leave of four (4) months or longer will be placed in the job formerly held if possible or as an alternative, may be placed on another position at equal pay. Seniority will accrue during such authorized leave of absence.

SECTION 11 - Medical Leave of Absence - The Board of Education may consider a medical leave of absence without pay for one (1) year with the possibility of one extension for a second year for an employee who (1) is unable to work because of personal sickness or injury and (2) has exhausted sick leave and vacation leave.

An employee desiring a medical leave of absence shall file a written request for such leave with the Director of Personnel including evidence of disability satisfactory to the District. Any employee working elsewhere during a leave of absence granted hereunder will be terminated immediately.

Leaves of absence will be for the period of continuing disability, but not to exceed one (1) year, and the employee will either:

- a. return to work at the expiration of a leave
- b. request and receive an extension of such leave
- c. terminate his/her employment on the date the leave expires.

An employee on leave of absence may bid on vacancies, which occur during such leave; however, they must be able to assume the position within ninety (90) calendar days of the award date.

During any authorized leave of absence without pay of more than fifteen (15) consecutive calendar days, a member will not accrue sick leave.

During any medical leave of absence granted, the employee shall continue to accumulate seniority.

Upon return to work after a leave of four (4) months or less, the employee will be returned to the job last held before such leave. An employee returning from a leave of four (4) months or longer will be placed in the job formerly held if possible or as an alternative, may be placed on another position at equal pay.

SECTION 12 - Absent From Work - An employee is expected not to be absent from work for any reason other than personal illness without making prior arrangements with the employee's Supervisor. Unless such prior arrangements are made, an employee who, for any reason, fails to report for work must make a sincere effort to immediately notify the Supervisor of the reason for being absent. If the absence is to continue beyond the first day, the employee must notify the Supervisor on a daily basis unless otherwise arranged with the Supervisor. In proper cases, exceptions will be made.

An employee shall lose status as an employee and seniority if absent from work, including the failure to return to work at the expiration of a leave of absence, vacation or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.

SECTION 13 - National Guard Reserves - An employee who is a member of the National Guard Reserves will be permitted ten (10) days off per year with pay when required to perform active duty with the Guard. When unforeseen circumstances result in extension of this period in any year, the parties will determine what, if any, extension of this time will be allowed. An employee hired after July 1, 1990 called to active duty shall be compensated for the difference between 8 hours guard duty and 8 hours regular pay. Employees shall furnish a written statement from the National Guard showing the dates and times they were on active duty.

SECTION 14 - Jury Duty or Witness - An employee who serves on jury duty or witness will be paid the difference between the pay for jury duty and their regular pay. Employees shall furnish a written statement from the court showing the day and time of jury or witness duty and the amount of jury or witness fees they were eligible to receive for each day.

ARTICLE VIII
INSURANCE

SECTION 1 - Insurance – The Union in conjunction with the other USWA groups reserves the right to modify the insurance coverage or change carriers subject to the insurance caps listed in Section 10. Insurances will start the beginning of the month after the first day of work.

SECTION 2 - Life Insurance Coverage - The Employer will provide Life Insurance coverage, including double indemnity for accidental death and dismemberment, in the amount of \$20,000.00. The Employer shall pay the cost of this coverage.

The insurance outlined above shall be available to all employees who indicate a desire for such coverage immediately without a physical examination. Any employee who does not indicate a desire for such coverage immediately may be required to take a physical exam if he/she later requests such coverage, in accordance with insurance carrier rules.

A booklet outlining details of the insurance coverage shall be made available to the employees as soon as it is published.

New employees shall be eligible for such coverage upon successful completion of probation.

During the term of this agreement, the parties will explore the costs and the feasibility of providing for an amount of paid-up life insurance at time of retirement.

SECTION 3 – Insurance Coverage – Part-time employees hired after March 1, 1999 who elect

coverage, are eligible for coverage based on the following participation rate

Employees scheduled to work 6.00 hours to 6.69 hours per day may elect to receive single subscriber coverage for health, dental and vision insurance up to 100% of the single insurance cap. Those employees electing a two person or full family coverage will receive 70% of the insurance caps toward such coverage.

Employees scheduled to work 6.70 hours to 7.79 hours per day could elect to receive single subscriber coverage for health, dental and vision insurance up to 100% of the single insurance cap. Those employees electing a two person or full family coverage will receive 80% of the insurance caps toward such coverage.

Employees scheduled to work 7.80 hours to 7.99 hours per day could elect to receive single subscriber coverage for health, dental and vision insurance up to 100% of the single insurance cap. Those employees electing a two person or full family coverage will receive 90% of the insurance caps toward such coverage.

SECTION 4 – Health Insurance - The District will provide United Steelworkers Medical Insurance coverage. This coverage shall be available for twelve (12) months to all employees working the full school calendar.

SECTION 5 - Dental Insurance - The District will provide full family coverage for an incentive dental insurance plan for all members of the bargaining unit.

SECTION 6 - Prescription Drug Plan - The Board of Education will provide United Steelworkers Premier Prescription Drug Program Insurance coverage.

SECTION 7 – Vision Insurance - The District will provide United Steelworkers full family vision insurance subscriber coverage for members of the bargaining unit.

SECTION 8 - Annuity or Payment in Lieu of Insurance Coverage - Any employee who is eligible for health insurance at the District's expense, but who elects not to be covered by said

insurance, shall be entitled to a payment or annuity of \$200.00 per month for any month during which health insurance is not provided for said employee at the District's expense.

Effective September 1, 1995, any employee who is eligible for dental and vision insurance at the District's expense, but who elects not to be covered by said insurances, shall be entitled to a payment or annuity of \$10.00 per month for any month during which dental and vision insurance is not provided for said employee at the District's expense.

<u>SECTION 9 - Insurance Caps -</u>	<u>Hired prior to 7/1/11</u>	<u>Hired after 7/1/11</u>
Health, Vision & Dental	1 Person \$ 536.00 (monthly)	\$430 (monthly)
	2 Person 1,300.00	\$916
	Family 1,495.00	\$1,250

It is agreed that everyone taking insurance will pay at least ten percent (10%) in school year 2011-2012 for the best practice legislation.

The employee co-pay will be equal to any costs over the above rates and will be deducted from the bargaining unit member's pay by payroll deduction. The Board agrees to maintain a qualified IRS Section 125 *Cafeteria* Plan that the bargaining unit member may enter into; employee portions will be deducted by a salary reduction agreement. In the event the said options become taxable, the Board shall not be liable for said taxes.

Should the cost of insurance for the group fall below this amount, the savings will be divided among all the United Steelworkers eligible for insurance (the group). The actual insurance costs will be computed in June as soon as the June bill is final and compared to what the total would have been for the group for the year. The savings will then be divided equally among the members eligible for insurance. The year shall be considered July 1 – June 30, the same as the district's fiscal year. The savings will be calculated and paid, if savings exist, each year of this contract. Any and all taxes and retirement costs associated with the payment shall be the responsibility of the employee. The savings shall be paid to the employees through the payment plan mutually agreed upon by the Group and Administration each Fall. Any employee who leaves employment prior to June or who starts employment after July shall be entitled to a pro-rated amount for this payment

based on the months they were employed.

For example, should the yearly savings for the group amount to \$336,600 and there are 99 members in June that are eligible for insurance, each would receive \$3,400 less any and all taxes and retirement costs.

ARTICLE IX
BUS DRIVING

SECTION 1 – License Fees - Bus drivers will be reimbursed by the District for the cost of their commercial Drivers License upon presenting a receipt.

A job description will be developed for the position of Bus Driver.

The pay rate for the position of Bus Driver shall be the Custodian I rate.

Bus drivers will be reimbursed at their hourly rate for attendance at required bus driver school for the number of hours school is in session upon the successful completion of the program. In addition, drivers will receive mileage and meals, by receipt, up to the Board approved rate.

Bus drivers will be reimbursed for the cost of road test license fees for Commercial Drivers License upon successful completion of the road test. Drivers requiring multiple attempts to pass the road test will receive reimbursement for only one (1) successfully completed road test.

Drivers required to take road tests due to infractions of the motor vehicle code will not be reimbursed for their road test.

SECTION 2 – Driving Violations - Upon notification to the District of the arrest or conviction of any bus driver for the offenses of careless driving, reckless driving, any alcohol or drug related offense, or the failure to pass any drug or alcohol screening, or failure to complete drug or alcohol screening as directed, the driver will be suspended without pay from driving school buses until such time as:

- a. All disciplinary action, if any, is concluded.

- b. Employee completes referral process to District Employee Assistance Program, if directed.
- c. The driver meets all standards for licensing under Michigan law.
- d. The driver is fully insurable by the agency currently providing fleet insurance for the school and district.
- e. Driver tests negative on alcohol and/or drug testing, as directed.

SECTION 3 – Duty Time - Drivers will be paid a minimum of two (2) hours for any consecutive duty period of less than two (2) hours. Time shall be computed from the time that the employee is ordered to report to work and registers in, and until that time he/she is effectively released from duty. A duty period may consist of warm up, pre trip inspection, driving time, waiting time, fueling and clean up. Drivers with less than two (2) hours may be assigned by the Transportation Supervisor general duties primarily transportation area and secondarily in the custodial area to complete their two (2) hours.

SECTION 4 – Preparation of Buses - Drivers are responsible for performing the safety checklist that has been approved by the Department of Transportation. Drivers are responsible for fueling and cleaning the interior of the bus(es) to which they are assigned.

SECTION 5 – Physical - The District will provide fully reimbursed physicals by a physician selected by the District. Bargaining Unit members may select his/her own physician for a physical, and the District shall reimburse the employee up to eighty dollars (\$80.00) upon receiving a receipt.

SECTION 6 – Meetings - Bus drivers will be paid their regular hourly rate for all required meetings.

SECTION 7 – Electricity - The District shall pay each driver who keeps his/her bus at their residence during the winter months of November, December, January, February, and March, the sum of \$20.00 per month for electricity. This amount will be paid at the end of the school year upon receipt of a statement from the bus driver.

SECTION 8 – Field Trips/Extra Duties -

- a. A field trip is defined as any transportation of students other than a regular run. This includes school day field trips, after school athletic events, or weekend trips. It will not include overnight runs.
- b. Drivers shall be paid the hourly rate for all of the time a driver is on duty. "On duty" time shall be computed from the time that the employee is ordered to report to work, registers in, and until that time he/she is effectively released from duty.
- c. There shall be a four (4) hour minimum payment for a field trip on a day when school is not in session.
- d. Field Trip Selection
 - 1. Field trips may be assigned to drivers as the trips are scheduled on a rotational basis. The rotational list will begin with the highest seniority to the lowest seniority person.
 - 2. If no driver in a rotational accepts a field trip, it may be offered to sub drivers.
 - 3. If no driver accepts a field trip, the least senior driver shall be required to accept the field trip.
 - 4. If no drivers are available under 8-D-3 the field trip may be offered to any bargaining unit member appropriately licensed, beginning with the most senior member to the least senior member. If no one accepts the trip, the trip may be assigned to the least senior 12 month, 40 hour, custodial driver.
- e. Every effort will be made to provide at least a three (3) day notice for all field trips.
- f. No driver will be required to chaperone field trip activities.
- g. In the event a child care run is dissolved, the driver of that run may take over a child care run of a less senior driver so long as it does not cause extra hours due to a minimum call out.

SECTION 9 – Overnight Trips

- a. Overnight extra-duty trips may be offered to bus drivers beginning with the highest seniority to the lowest seniority driver.
- b. Drivers will not be required to accept overnight extra-duty trips.
- c. The District shall provide the cost of a motel room. Drivers may be required to stay in the same motel as the group they are driving. Drivers will not be required to share a room with a student or chaperone.
- d. Meals will be reimbursed, by receipt, up to the Board approved travel rate.

- e. Overnight trips will be compensated for each twenty-four (24) hour period as follows:
1. Duty Time: At the driver's regular rate, and will include pre-trip, warm up, driving time, waiting time, fueling and clean up.
 2. Off-Duty Time: At one-half (1/2) the driver's regular rate, and will include time the driver is off duty, but on call.
 3. Sleep Time: No compensation. (eight (8) hours daily duty free)

ARTICLE X
MISCELLANEOUS

SECTION 1 - Safety - The Employer agrees to furnish all necessary services to provide for the health and safety of the employees while at work.

SECTION 2 - Armed Services - Any employee who enters the Armed Services of the Nation shall be returned to their former position, without loss of seniority, within six (6) months of honorable discharge from Service. Any employee drafted to participate in the National Defense Program shall also be returned to their position, without loss of seniority, within six (6) months of honorable discharge from the Service.

SECTION 3 - Employer Rights - It is understood that the Employer shall have the exclusive right to plan the work, direct the working force and hire and discharge employees for cause, and the Union agrees not to interfere with the exercise of this right.

The Employer agrees not to use this right for the purpose of discrimination and any grievance arising out of the exercise of this right and responsibility shall be subject to the grievance procedure. It is further understood that the Employer shall have the exclusive right to determine qualifications wherever referred to in this Agreement.

SECTION 4 - Employee Physical Ability - If a question arises as to the physical ability of an employee to perform work within the classification or on a classification for which the employee makes application, the Employer may require a physician's examination by a physician of its choice at the Employer's expense. Should a medical question arise resulting from a different opinion given

by the employee's personal physician, the parties hereto will choose a third physician, who, after consultation with the other two physicians, shall render an opinion. Such opinion shall be final and binding on the parties hereto. The expense of a third physician shall be divided equally between the parties.

SECTION 5 - Discrimination - The Employer and the Union agree that they will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or disability, or place of residence. Provisions of this Agreement will be administered without discrimination towards bargaining unit members by either party. It is understood that each bargaining unit member is entitled to full rights of citizenship in employment.

In compliance with the Civil Rights Act of 1964 and 1972, and the Rehabilitation Act of 1973, as amended, there shall be no discrimination in any of the bargaining unit positions because of race, religion, sex, age, national origin, or handicap. The selection of individuals for transfer, promotion or hire will be based on equal experience, ability and seniority to perform all duties and responsibilities of the positions as required by the job descriptions.

SECTION 6 - Validity - In the event that any portion of this Agreement shall become invalid by reason of a change in any applicable statute, enactment of a new statute or a decision of any court of competent jurisdiction, that portion of the Agreement shall become invalid but other portions of the Agreement shall remain in full force and effect. The parties agree to meet and confer for the purpose of replacing the invalid provision keeping in mind the original intent of the parties.

SECTION 9 – Emergency Manager – An Emergency Manager appointed by law may reject, modify or terminate the Agreement as provided by law. This clause is included in this Agreement because it is legally required by state law. By signing this Agreement, the Union does not waive any right it may have to challenge whether this clause is binding upon the union or the employer. The Union reserves all rights to assert that this clause is unenforceable.

ARTICLE XI

TENURE

THIS AGREEMENT shall be in full force and effect from July 1, 2011, until June 30, 2014, and shall renew itself for annual periods thereafter unless either party shall notify the other of a desire to modify or terminate the agreement.

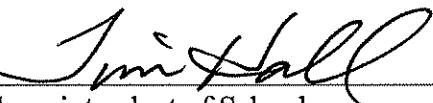
Such notice shall be given no less than ninety (90) days prior to any anniversary date or expiration date by Registered or Certified Mail and if by the Union be addressed to Board of Education, 876 Marquette Avenue, Sault Ste. Marie, Michigan 49783-1848, and if by the Employer, to the District Office of the Union at 13233 Hancock Drive, Taylor, Michigan 48180-4766. Either Party, by like written notice, may change the address to which notice is sent.

The parties agree to meet for the purpose of negotiations as soon as a mutually acceptable date can be arranged and no later than May 15th.

The following language will be effective July 2011 with the next agreement: **This agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the parties. This includes any letters of agreement not attached hereto. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.**

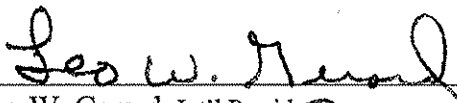
IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed by its duly authorized representatives as of the day and year first above written.

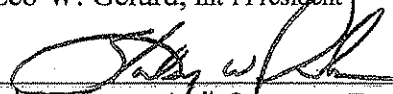
Sault Ste. Marie Board of Education


BY 
Superintendent of Schools

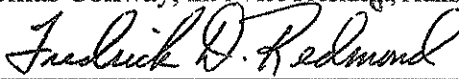
BY 
Director of HR & Operations

United Steelworkers AFL-CIO

BY 
Leo W. Gerard, Int'l President

BY 
Stanley Johnson, Int'l. Secretary Treasurer

BY 
Thomas Conway, Int'l Vice President, Administration

BY 
Fred Redmond, Int'l Vice President, Human Affairs

BY Michael Bolton
Michael Bolton, Director District 2

BY Arthur Firby
Al Firby, Sub-District Director

By Local Union 13569 Committee:

BY Marjorie Mitchell
Marjorie Mitchell, Local Union President

BY Timothy Pierce
Timothy Pierce, Local Unit Representative

APPENDIX "A"
COST OF LIVING ALLOWANCE

All employees covered by this Agreement shall be covered by the provisions for a Cost of Living Allowance as set forth in this section:

A. For the purpose of this Section:

1. "Consumer Price Index" refers to the "Consumer Price Index for Urban Wage Earners and Clerical Workers - United States - (All Items - 1967 = 100)" published by the Bureau of Labor Statistics, U.S. Department of Labor.
2. "Consumer Price Index Base" refers to the Consumer Price Index for the month of June 1986 (published in July, 1986, as 323.4).
3. Adjustment dates October 1, January 1, April 1, and so forth in three month increments.
4. Change in the Consumer Price Index is defined as the difference between (i) the Consumer Price Index base and (ii) the Consumer Price Index base for the second calendar month next preceding the month in which the applicable adjustment date falls.
5. Cost of Living Adjustment will be payable for the three month period as calculated below.
6. Cost of Living Adjustment provisions will be suspended and be inapplicable during the terms of this Agreement.

B. Effective on each adjustment date, a cost of living adjustment equal to one (1) cent per hour for each full .4 of a point change in the Consumer Price Index shall become payable for all hours actually worked and for any reporting allowance credited before the next adjustment date.

1. Payments for each adjustment date are cumulative for one (1) year.
2. The total cumulative rate of COLA payments will be rolled into the base hourly rate on July 1 of the year following.
3. The COLA shall then be calculated on the basis of the CPI base for June of the year preceding.

C. The Cost of Living adjustment shall be an "add on" and shall not be a part of the employee's

wage rate or salary and shall not be used in the calculation of overtime or call-in pay but shall be used in the calculated pay for vacation, sick leave, and other types of pay or benefits.

- D. Should the Consumer price Index schedule for Urban Wage Earners and Clerical Workers, All Items 1967 = 100, as published by the Bureau of Labor Statistics (BLS), U.S. Department of Labor, become unavailable the parties shall attempt to adjust this Section, or if agreement is not reached, request the Bureau of Labor Statistics to provide the appropriate conversion or adjustment which shall be applicable as to the appropriate adjustment date and thereafter. The purpose of such conversion shall be to produce, as nearly as possible, the same result as would have been achieved using the index in its present form.

APPENDIX "B"
COST OF LIVING SCHEDULE

382.1 = 0 cents	386.5 = 11 cents	390.5 = 21 cents
382.5 = 1	386.9 = 12	390.9 = 22
382.9 = 2	387.3 = 13	391.3 = 23
383.3 = 3	387.7 = 14	391.7 = 24
383.7 = 4	388.1 = 15	392.1 = 25
384.1 = 5	388.5 = 16	392.5 = 26
384.5 = 6	388.9 = 17	392.9 = 27
384.9 = 7	389.3 = 18	393.3 = 28
385.3 = 8	389.7 = 19	393.7 = 29
385.7 = 9	390.1 = 20	394.1 = 30
386.1 = 10		

For the three month period commencing with each adjustment date, the Cost of Living adjustment is determined by the above schedule, using the CPI index for the applicable month as specified in the following list:

<u>ADJUSTMENT DATE</u>	<u>PERIOD COVERED</u>
October 1	July, August, September
January 1	October, November, December
April 1	January, February, March
July 1	April, May, June

APPENDIX "C"
SALARY SCHEDULES

Effective July 1, 2011, the 2011-14 salary schedule shall be frozen with no steps.

	<u>Step</u>	<u>Employees Hired Before 7-1-95</u>	<u>Employees Hired After 7-1-95</u>	<u>Employees Hired After 7-1-11</u>
Bus Driver	0	19.11	14.75	14.25
	½	19.25	14.86	
	1	19.39	14.97	

It is agreed that the contract will potentially be re-opened July 2012 and July 2013 for wages only.

Longevity Pay – Longevity pay amounts are based on the length of total service to the Sault Area Public Schools and a percentage of the employee’s annual rate of base pay on the date of eligibility. The employee shall request Longevity pay by contacting the Personnel Office in writing. Longevity pay shall be for a period of consecutive years not to exceed 3 years and shall not be renewable. Longevity pay amounts are computed by multiplying the employee’s base pay rate by the appropriate percentage from the following table based on years of service completed:

Years of Total Sault District Service	Longevity Pay Rate
14 but less than 20 years	2.50 percent
20 but less than 25 years	3.00 percent
25 or more years	3.50 percent

APPENDIX D

VACATION LEAVE DONATION FORM

Process of Transfer:

1. All donations are voluntary.
2. A member can donate a maximum of five (5) days per year.
3. Such donation would be deducted from donor's accrued vacation allotment.
4. Donation of days may not exceed twenty-five (25) days per year to a requesting member.
5. Donated days will be used according to the dates received by the Personnel Office. (Example: Transfers received June 1, June 3, and June 4 would be used in that order. If they are not used, they will be returned to the donors in the reverse order: June 4, June 3, and June 1. The last days received would be returned first and so on.)
6. The original is for the Personnel Office, and a copy is to be returned to the employee donor.
7. By placing my initials in the indicated place, I acknowledge and understand the above procedures.

Initials_____.

I, _____, would like to donate _____ days of accrued vacation allotment to _____, for his/her use. All transfers are subject to the approval of the Director of Personnel.

Approved _____ Denied _____

Director of Personnel _____ Date _____

Signature of Donor _____ Date _____

