

AGREEMENT

between

LAKER SCHOOLS BOARD OF EDUCATION

Bus Drivers

6136 Pigeon Road

Pigeon, Michigan 48755

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO**

500 Hulet Drive

Bloomfield Township, Michigan 48302

JULY 1, 2011 - JUNE 30, 2014

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ARTICLE 1

AGREEMENT

This Agreement, entered into by and between the *Laker Schools Board of Education*, hereinafter called the "Board" or "Employer", and the *International Union of Operating Engineers, Local 324- A, B, C, D, G, H, P, RA, S – AFL-CIO*, (Bus Drivers), hereinafter called the "Union".

ARTICLE 2

UNION RECOGNITION, AGENCY SHOP, CHECK-OFF

Section 1. Union Recognition

- A. The Board hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment.
- B. The term "employee" as used herein, shall include bus drivers who are regularly scheduled for more than two (2) hours per day. Shuttle runs between schools which do not fit into a regular driver's schedule will be excluded from the terms of this Agreement.
- C. A regular driver is a driver who has satisfied and completed his/her probationary period (see Article 6-B) and has been assigned a regular route.

Section 2. Agency Shop Clause

- A. After the completion of the probationary period, all employees employed in the bargaining unit shall pay either dues or service fees to the Union. The payroll deduction of dues and service fees is required as a condition of this Agreement, and will be deducted pursuant to the authority set forth in MCLA 408.477.
- B. The Employer agrees, as does the Union, that either party shall have the right to re-open negotiations pertaining to agency shop when laws applicable thereto have been changed by giving the other party thirty (30) calendar days written notice.
- C. The Union assumes full responsibility for the validity and legality of deductions made by the Employer pursuant to this Article, and further agrees to indemnify and save the Employer harmless by virtue of such collections and payments to the Union.
- D. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the

Employer in complying with this Article.

E. The Employer will notify the Steward in writing of the name and hire date when any new bargaining unit member is employed.

Section 3. Check-Off

The Employer shall deduct the Union dues or service fees from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month, following that month in which said deductions were made, together with a listing of each employee with the amount that is deducted each month.

ARTICLE 3

COMPENSATION

A. The employees covered by this Agreement shall be paid in accordance with the wages described in the attached Schedule "A".

B. Employees required to be out of the district on special trips shall be allowed meal allowance of (if leaving before 6:00 a.m. and returning after 7:00 p.m., a minimum of three [3] hour run that overlaps lunch):

Breakfast	\$3.50
Lunch	\$6.50
Dinner	\$9.50

Reimbursement shall be on a receipt basis. No reimbursement will be given if the driver receives a free meal or brings a meal to work.

C. Mileage will be paid or transportation furnished for drivers taking bus driver education courses.

D. Compensation for attendance of required driver education classes will be made for the hours spent in the class at minimum wage.

E. Lodging, when required, will be paid for on the basis of an itemized invoice or receipt.

F. Mandatory driver meetings (not trip assignment meetings) will be paid at regular run pay. Trip assignment meetings will be paid at the per hour minimum wage required by law.

ARTICLE 4

HOURS OF WORK

A. The Board shall determine the routes to be assigned prior to the opening of school in the fall. Insofar as practical, the Employer shall initially assign all drivers to the same route they were operating when school closed in June. Where this is not practical, drivers shall be assigned such new routes or newly assigned routes on the basis of seniority.

B. Summer time bus driving will be assigned on a seniority basis.

ARTICLE 5

SENIORITY

A. Seniority shall be defined as the length of continuous interrupted service within the bargaining unit. Unpaid leaves and periods of lay-off shall not be construed as interrupting service. Seniority shall accrue during such periods.

In the event two (2) employees are hired on the same day, the employees will be aligned on the seniority list by using the last four (4) digits of the Social Security numbers, with the highest number being placed first on the list.

B. New employees and those hired after a break in seniority shall be regarded as probationary employees for sixty (60) days worked. Days missed shall serve to extend the probationary period. During this period of probationary employment, such employees may be transferred, laid off, disciplined or terminated as exclusively determined by the district without recourse to the grievance procedure. Upon completion of the probationary period, an employee shall then be credited with seniority relating back to the start of the probationary period. He/she shall then accumulate seniority from that date forward.

Probationary employees will not be eligible for any paid time off or insurance benefits. At the end of the probationary period, the employee will be credited with the sick hours back to the employee's date of hire.

C. Selection of employees for the purpose of filling all job vacancies, or newly created routes or jobs, shall be made by the Employer on the basis of seniority.

(1) The loss of further employment rights will occur for the following reasons:

(a) Employee quits;

(b) He is discharged for cause (does not apply to probationary drivers) and not

reinstated through the grievance procedure;

- (c) The laid-off employee is not re-employed within twelve (12) months from the effective date of the lay-off;
- (d) If an employee is absent without having called to notify the district with the reason for absence, unless the failure to notify the district is attributable to a reasonable cause that is beyond the control of the driver (i.e., the driver had an accident and a phone was not available to report the incident).
- (e) A positive test for drugs or alcohol, a failure to appear for testing, or a refusal to submit to testing under the Omnibus Transportation Employee Testing Act.

Up-to-date seniority lists shall be posted in the Bus Garage. Lists shall be revised on the fourth (4th) Friday after Labor Day, and the first (1st) week of the second (2nd) semester. Unless an employee files a written grievance or protests to his/her seniority date as shown on the list within ten (10) working days from its posting, such list shall be presumed correct until the next posting period.

- (2) When there are lay-offs for any reason, the following procedure shall be followed:
 - (a) Probationary employees shall be laid off first;
 - (b) Thereafter, employees shall be laid off in line with their seniority.

ARTICLE 6

SICK AND PERSONAL LEAVES

A. The primary purpose of sick leave allowance is to cover the regular full-time driver and his/her absence from work because of personal illness sufficiently severe that it would make the employee's being exposed to children inadvisable.

B. (1) Sick time shall be earned on the basis of the employee's regular daily schedule. Extra trips shall not be considered. For every two (2) pay periods, the employee shall receive one (1) day converted to hours. The time shall be recorded in hours. For example, if a driver is regularly scheduled to work 6.5 hours per day, the driver will be credited with 6.5 hours every two (2) pay periods.

An employee must work at least eighty percent (80%) of their regularly scheduled hours for the payroll period to qualify for the sick hours. Paid holiday and sick hours shall be counted as hours worked for the purpose of this paragraph.

For those drivers who drive a run that is not regularly scheduled for five (5) days a week (i.e., Head Start), the hours credited every two (2) payroll periods will be averaged.

The Board will buy back unused sick days above the maximum at the rate of thirty-five percent (35%) of the driver's regular daily rate of pay when a driver accumulates in excess of two hundred fifty (250) hours. Pay-off shall be no later than June 30th of each school year. A day being the average of hours worked in a week.

(2) Employees must take sick or personal time on a per run basis as defined as a.m. runs, noon runs and p.m. runs.

(3) Sick hour accumulation shall not exceed two hundred fifty (250) hours.

C. If there is any question or doubt regarding illness of an employee, the Superintendent or his/her appointee may require a doctor's statement verifying illness, or may require the employee to submit to a physical examination before returning to work.

D. Two (2) days of paid personal leave will be granted to conduct personal business which cannot normally be handled outside of school hours. No more than two (2) employees will be granted a personal day on any given day unless there are available substitutes. Unless good cause can be shown, at least a three (3) day notice shall be given. The leaves will be given in the order received by the Transportation Office. A personal leave day cannot be used the day before or the day after a holiday or vacation period; or the first or last day of the school term. Unused personal leave will be credited to the employee's sick bank.

E. Leaves of absence shall be granted for a maximum of three (3) days for a death in the immediate family. Immediate family shall be considered to be: spouse, mother, father, brother/sister, children, grandparents, mother-in-law, father-in-law and grandchildren. Funeral leave of up to three (3) days for immediate family members will not be deducted from sick leave.

(1) Leaves of absence without pay shall be granted for the following reasons:

(a) Any employee whose personal illness extends beyond the period compensated in Section A, or is off on Worker's Compensation will be granted a leave for up to one (1) year. If for any reason the employee is absent from work for more than forty-five (45) consecutive school days, he/she must submit, in writing, the approximate date he/she intends to return to work to the Director of Transportation by the forty-fifth (45th) school day missed.

(b) A child care leave not to exceed one (1) school year shall be granted without pay. An employee granted a child care leave must notify the Board (30) days prior to his/her return to work.

- (c) A job vacated by a child care leave shall be considered a temporary vacancy.
- (d) Leaves of absence, without pay, for a bonafide reason, shall be granted to employees for periods of not to exceed ten (10) working days. Such leave shall not involve loss of seniority if approved by the Director of Transportation. Such leaves shall be granted only if a fully qualified driver is available for replacement.

(2) The payment of any fringe benefits and the accrual of any rights or benefits shall cease with the exhaustion of paid sick time.

(3) Employees will be expected to be at their regular scheduled work times unless using sick or personal leave. Once employees have exhausted all leave available, any requested unpaid time off will be evaluated on an individual basis by the employee's supervisor.

F. Drivers will be paid for inclement weather days for which the district receives full State Aid. This will not apply to that portion of partial day closures where work is required to be completed (i.e., early take home).

ARTICLE 7

JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service, up to a period of sixty (60) days. This provision to apply only in the event the Employer is unable to obtain a waiver.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1.

- A. An employee grievance is a difference between the Employer and an employee concerning the interpretation or application of any provision of this Agreement.
- B. The time elements in the steps can be shortened or extended by mutual written agreement.

C. For the purpose of processing grievances, working days shall be defined as days the central office is open.

D. A grievance concerning alleged safety hazards may be processed directly to Step 2 of the grievance procedure.

E. Any employee grievance not presented for disposition through the grievance procedure within five (5) working days of the date of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee or Union first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

STEP ONE

A. An employee having a grievance may present it orally to his/her supervisor. In the event an employee desires that his/her Steward be present, he shall make his/her request through the supervisor, and the supervisor shall send for the Steward.

B. In the event the grievance is not settled orally by the supervisor, the Steward shall submit the grievance in writing to the supervisor within three (3) working days from the oral presentation. The employee and the Steward shall sign the grievance forms. The grievance forms must indicate: (1) a statement of the grievance and the facts upon which it is based, and citing the alleged violation(s) of this Agreement; and (2) the remedy or correction requested. The supervisor shall give his/her decision in writing within three (3) working days.

STEP TWO

A. Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the Superintendent within five (5) working days of the date of receipt of the written decision of the immediate supervisor. The appeal shall state the reason or reasons why the decision of the immediate supervisor was not satisfactory.

B. The Superintendent or his/her designated representative shall meet with a Business Representative of the Union at a time mutually agreeable to them, but not later than fifteen (15) calendar days following receipt of the appeal.

C. The Superintendent shall then give his/her decision in writing to the Business Representative of the Union within five (5) working days of the meeting.

STEP THREE

- A. If the grievance is not able to be settled by the Superintendent's answer, then within fifteen (15) calendar days of the answer, the grievance must be submitted to arbitration.
- B. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator.
- C. The Arbitrator, the Union or the Employer may call any person as a witness in any arbitration hearing.
- D. Each party shall be responsible for the expenses of the witnesses they may call.
- E. The Arbitrator shall not have the jurisdiction to add to, subtract from or modify any terms of this Agreement, or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto.
- F. The filing fees and per diem fees of the Arbitrator shall be borne equally by the parties.
- G. The Arbitrator shall render his/her decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- H. The decision of the Arbitrator shall be final, conclusive and binding upon all employees, the Employer and the Union, subject to the standards for judicial review.
- I. The Union will give the district three (3) work days advance notice of any employee the Union requests to attend an arbitration hearing as a witness.

ARTICLE 9

JURISDICTION

- A. (1) The transportation of students by district employees in buses owned by the Laker Board of Education is the normal work performed by the members of this bargaining unit. Other individuals employed by the district may temporarily perform work covered by this Agreement for the purpose of training, experimentation, substituting when bargaining unit members are absent, or in case of emergency.
- (2) The Board of Education will determine the method of transportation of students and/or adults.

ARTICLE 10

WORKING CONDITIONS

- A. Buses are to be parked at a location designated by the Director of Transportation.
- B. Drivers will be assigned routes by the Director of Transportation for the first twenty (20) school days. At the end of this period, when necessary corrections have been made, all routes will be posted listing routes, times, and pay for that run. Drivers may then bid for respective routes based on seniority. Employees who are not present at the time of the bidding, and who have not authorized anyone to bid for them, will have the Chief Steward act in their behalf.
- C. After routes have been bid as provided in Section B, drivers may not alter without the consent of the Director of Transportation.
- D. If an approved route changes that results in a change of at least fifteen (15) minutes per day, the affected driver may then "bump" for a different run based on his/her seniority. Whenever a change in time is made on a route and an employee wishes to bump, a meeting will be set up so that all bumps resulting because of this change will be accomplished at this meeting.
- E. Drivers are required to attend all meetings called by the Employer. Drivers will be given a forty-eight (48) hour notice, unless there is an emergency, prior to such a meeting.
- F. If the regularly assigned driver can not do a Skills Center or Head Start run, the run will be offered to available drivers based upon seniority, starting from the top of the list each time. Available drivers are those who do not have a conflicting Head Start or Skills Center run schedule.

ARTICLE 11

SPECIAL TRIPS

- A. Definitions of "special" or "extra" trips are those provided certain groups of students for field trips, athletic events or extra-curricular activities, and may require highway driving at some distance from the school district in the night and sometimes, under adverse weather conditions. Trips between schools within the district are not considered special trips.
- B. Special trips will be assigned on a seniority based rotation (starting at the top of the list each year), subject to the following provisions:
 - (1) If a trip is cancelled, the driver on the cancelled trip may not displace a driver on another trip.

(2) Where no regular or senior driver takes a trip, it can be assigned outside of the bargaining unit.

(3) If a trip time changes, the driver who originally selected the trip may retain or surrender the trip. If surrendered, the driver next in rotation will be given the opportunity to drive the trip.

(4) If a trip is postponed or changed to another day, the driver originally selecting the trip may retain or surrender the trip. If surrendered and time permits, the trip will be offered to the driver next in line in rotation. If there is sufficient time, the availability of the trip will be announced over the radio to the next driver in rotation.

(5) If a driver accepts a trip and then turns it in without reasonable cause (as determined by the Superintendent), the driver will be removed from the rotation for ten (10) work days.

(6) When there is less than twenty-four (24) hours notice given before the trip departure time, the district may not be able to use the above procedures in all instances, but will attempt to do so.

(7) Drivers will not be permitted to take a special trip that interferes with the driver's regular daily assignment, unless there are substitutes available.

(8) Drivers taking off a regular run to do an extra trip will not receive regular run pay for the driver's regular run.

ARTICLE 12

MAINTENANCE OF DISCIPLINE

A. Individual discipline penalties, including discharge, shall be for just cause, and may be a subject for the grievance procedure. This provision does not apply to probationary employees.

B. The Chief Steward shall be notified by the Employer of any discipline or discharge of any employee who has acquired seniority. Such notice shall be given at the time such discipline is imposed.

ARTICLE 13

BUS DRIVER EDUCATION CLASSES

A. All bus drivers must meet State Department of Education and Secretary of State requirements to drive a bus. Drivers who are ineligible shall be considered as terminated and shall have no recourse to the grievance procedure.

If the driver does not meet the required standards due to an approved unpaid disability leave or Worker's Compensation leave, the employee will be placed on unpaid leave (after available paid sick leave and personal business days are exhausted) for up to one (1) calendar year from the last day paid leave time was used. A failure to meet the requirements during this period will result in a loss of employment rights.

B. It is the responsibility of the driver to keep the Director of Transportation up-to-date on course work taken to ensure his/her certification.

C. All regular drivers must have a Red Cross Emergency First Aid Certification within one (1) year after entering the bargaining unit.

D. No pay may be received by an employee for attending classes while on sick leave or Worker's Compensation.

ARTICLE 14

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer, unless executed in writing between the parties hereto, and the same has been ratified by the Union.

Section 2.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3.

If any article or section of this Agreement or any supplement thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or

enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Section 4.

Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an emergency manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate the Collective Bargaining Agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy that requirement. No grievances may be processed contesting actions taken by an emergency manager.

ARTICLE 15

BINDING EFFECTIVE AGREEMENT

A. This Agreement shall be effective upon ratification by the parties and shall continue in full force and effect until June 30, 2014.

The provisions of Schedule A will be subject to renegotiations during the 2012-2013 and 2013-2014 contract years.

B. If either party desires to negotiate a successor agreement they shall, ninety (90) calendar days prior to the termination date, give written notice.

C. Notice under Section B shall be in writing and shall be sufficient if sent to the Union, the International Union of Operating Engineers, Local 324, AFL-CIO, 500 Hulet Drive, Bloomfield Township, Michigan 48302, and if to the Employer, addressed to the Superintendent, Laker Schools, 6136 Pigeon Road, Pigeon, Michigan 48755.

IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed.

LAKER SCHOOLS

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 324, AFL-CIO

Business Manager

President

Recording-Corresponding Secretary

BM/mrb
Laker Schools BD 2011-2014.doc

SCHEDULE "A"

WAGE AGREEMENT

2011-2012 A.M/P.M PER RUN RATE

Regular Run	\$35.00
Head Start	\$26.25
Extra Trips Per Hour	\$9.48

17.50
1.50
26.25

The per run rate will be paid for the regular morning and afternoon runs. These rates are inclusive of the time spent servicing the buses such as fueling and cleaning.

The time underlying the per run rate for 2011-2012 only is two (2) hours for regular runs and 1.75* hours for head start runs. Each year thereafter, runs will be retimed in the fall and the per run pay recalculated using a \$17.50 per hour underlying rate. It is recognized that in the future depending upon the district's transportation needs, that not all runs will necessarily be paid the same per run rate every year and that two (2) hours is not a minimum guarantee.

Except as set forth below, there will be no adjustments in the per run pay schedule for the year once the times are established by the administration in the fall.

1. If after the fall timing of runs it is established that there is an ongoing deviation from the per run timing for the year (up or down) by fifteen (15) or more minutes on a run, the run will be retimed.
2. In the process of retiming, pick-ups and drop offs may be adjusted between runs.
3. If no pick up or drop off change options are determined by the administration to be available and if the time deviation exceeds a fifteen (15) minute differential from the fall or most recent preceding timing, pay for that run will be adjusted up or down starting with the time in excess of fifteen (15) minutes in either direction.

Drivers will receive additional pay for mechanical break downs on regular a.m. and p.m. runs at the rate of \$17.50 per hour for time in excess of fifteen (15) minutes beyond the normal ending time for that run.

In the event the district institutes other runs outside of the regular morning and afternoon pick-ups and drop offs, the parties will negotiate the rate.

Holidays

Regular and senior drivers will be compensated for the following days: Thanksgiving Day, the day after Thanksgiving, Christmas Day, Christmas Eve, two (2) days during Christmas break, New Year's Day, New Year's Eve and Memorial Day. In order to qualify, the driver must work the last regularly scheduled day preceding and following the holiday.

Life Insurance

Regular and senior drivers shall receive payment of premiums toward thirty thousand dollars (\$30,000.00) of group term life insurance.

Clothing

Regular and senior drivers will be reimbursed thirty dollars (\$30.00) upon presentation of a paid receipt toward the purchase of logoed clothing approved by the district on an every other year basis.

Physical Examination

The Employer will bid out the cost of the physical with qualified physicians of our choice. The cost will be set at a maximum limit. If the driver chooses to use another doctor, the Board will reimburse the driver up to the bid cost upon presentation of a paid receipt.

Longevity

Based on length of uninterrupted service within the bargaining unit, longevity shall be paid at the end of the fiscal year as follows:

Over Five (5) Years	One Hundred Dollars (\$100.00)
Over Ten (10) Years	One Hundred Fifty Dollars (\$150.00)
Over Fifteen (15) Years	Two Hundred Dollars (\$200.00)
Over Twenty (20) Years	Three Hundred Dollars (\$300.00)

Unpaid leaves of absence and periods of lay-off shall not constitute an interruption in service, but will not be counted as time worked. Employees must work at least eighty percent (80%) of the regularly scheduled hours in the year to qualify for payment.

Dental and Vision Insurance

Regular and senior drivers shall have premiums paid for single subscriber dental insurance and single subscriber vision.

Regular and senior drivers not subscribing to Board-paid dental insurance shall receive twelve dollars (\$12.00) per month, which shall accrue and be paid out annually, no later than June 30th of each school year.

Regular and senior drivers not subscribing to Board paid vision insurance shall receive seven dollars fifty cents (\$7.50) per month, which shall accrue and be paid out annually, no later than June 30th of each school year.

The drivers may elect to retain the cash or elect to purchase tax-deferred annuities available through the Business Office.

Premium Payment Requirements

In the event the law changes in such a manner as to require employees to pay a portion of their insurance premiums for funding or other reasons, such amounts will be deducted as a condition of this agreement. If the vision and/or dental benefits are self-funded, the cost to be deducted will be determined by following the state regulations.