

AGREEMENT

between

The Board of Education of the School District
of the
City of East Lansing

and

Teamsters Local Union 580
Lansing, Michigan

Effective July 1, 2011 through June 30, 2012

Updated September 2011

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AGREEMENT

This Agreement shall be effective as of July 1, 2011 between the Board of Education of the School District of the City of East Lansing, located at 841 Timberlane, Suite A, East Lansing, Michigan 48823, party of the first part, hereinafter termed the “Employer,” and Teamsters Local Union Number 580 Chauffeurs, Warehousemen and Helpers of America, Located at 5800 Executive Drive, Lansing, Michigan 48911, party of the second part, hereinafter called the “Union”.

PURPOSE AND INTENT

The general purpose of the Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, and the Employees and the Union.

The parties recognize that the basic purpose of the School District is the education of its youth and that all employees are obligated to work to help provide a quality program with clean, safe, functional facilities.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

The employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration but not limitation the determination of policies, operations, assignments, schedules, discipline, and layoff, for the orderly and efficient operation of the School District.

1. RECOGNITION Employees covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit which is described below:

SCHOOL BUS DRIVERS

2. MAINTENANCE OF MEMBERSHIP

(A) When the Employer needs additional Employees, it shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union.

- (B) Membership in the Union is not compulsory. Employees have the right to join, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.
- (C) Any person who is a member of the Union, or who has applied for membership, may sign and deliver to the Board an assignment authorizing the deduction of dues in the Union, the amount of which shall be established by the Union. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and August 1 of any year. Pursuant to such authorization, the Board shall deduct such dues monthly commencing thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is later, and for new employees the deduction shall start thirty-one (31) days following the date of employment. Such sums deducted as dues or as a Representation Benefit Fee, subject to paragraph D, hereof, shall be remitted not less frequently than monthly to the Treasurer of Local No. 580 with an accompanying list of employees from whom payroll deductions were made.
- (D) Any employee covered under Article I., herein, who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Representation Benefit Fee (R.B.F.) to the Union. The Representation Benefit Fee shall be in a legally permissible amount and shall not exceed the amount of the Union dues collected from Union members in good standing. The employee opting for an R.B.F. may pay such fee directly to the Union or authorize payment through payroll deduction, as herein provided.
- (E) In the event that the employee shall not pay such R.B.F. directly to the Union or authorize payment through payroll deduction, the Board, upon completion of the procedures contained in paragraph (G) and pursuant to MCLA 408.477; MSA 17.277(7), and the request of the Union, shall deduct the Representation Benefit Fee from the employee's wage and remit same to the Union. In the event that the Board is prohibited by legal decision from deducting the R.B.F. from the wages of an employee who does not authorize the deduction, the Board, at the request of the Union, shall terminate the employment of such employee upon completion of the procedures contained in this Article. The parties expressly agree that the failure of any employee covered under this Agreement to comply with the provisions of this Article is just cause for discharge from employment.
- (F) The Union shall hold the Board harmless for any and all claims, demands, suits, or other forms of liability by reason of action taken or not taken by the Board or its

designated agent for the purpose of complying with the provisions of the agency-

shop agreement herein contained. It is understood that the Union shall have the right to compromise claims, which may arise under this save-harmless clause.

- (G) The Union in all cases of mandatory Representation Fee Deduction (R.F.D.) Pursuant to MCLA. 408.477; MSA 17.277(7) shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance, shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the employee fails to remit the R.B.F. or authorize deduction for same, the Association may request the Board to make the deduction.
- (H) If the employee in question denies that he/she has failed to pay the fee, then he/she may request, and shall receive, a hearing before the Board limited to the question of whether he/she failed to pay the Representation Service Fee.

3. DRIVE CONTRIBUTION DEDUCTION

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, provided three (3) or more employees are contributing. The International Brotherhood of Teamsters shall reimburse the Employer on a quarterly basis for the cost of the expenses incurred in administering the weekly payroll deduction.

4. PROBATIONARY EMPLOYEES

A new employee shall work under the provisions of this Agreement but shall be employed on a ninety (90) work day trial basis, during which period he/she may be disciplined or discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discrimination against Union members. Probationary employees who are absent during the ninety (90) work days of employment shall work additional days equal to the number of days absent, and such employees shall not have completed the probationary period until these additional days have been worked. After ninety (90) workdays, the employee shall be placed on the seniority list.

Employees who have successfully completed the ninety (90) work day probationary period will be considered substitute drivers and shall be paid at the rate of \$13.00 per hour (\$12.00 per hour effective 10-1-11) for a period of one work year or until, by virtue of seniority, the employee becomes a permanent driver. At the point of becoming a permanent driver or having completed one full year as a substitute, the employee will be moved to the base rate

as provided in Article 14 of this Contract.

5. UNION JURISDICTION

The Employer agrees to the assignment of members of the Unit to drive regular, field and special trips whenever school-owned buses are utilized except that qualified employees other than members of the unit may drive if no member of the unit is available and desires to drive.

The van or suburban can be used to transport up to the legal limit of students (nine (9) students plus the driver) to school activities. If a bus driver will be used to drive the van, the trip shall be trip-listed and bid by the drivers as part of the field trip and/or athletic trip schedules of the high school. The Board of Education reserves the right to discontinue lease or use of such vehicle at its sole discretion.

5A. BUS CAPTAIN

Effective July 1, 2008, the employer agrees to the assignment of bus captain duties in order of seniority to an employee within the Union willing to assume the additional responsibilities as mutually agreed upon by both parties. Compensation for the additional duties shall be based on the employee's hourly rate up to 2.25 hours extra per day with a maximum of 185 days annually.

Discipline responsibilities remain as a function of the Superintendent or his/her designee.

6. CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK

The Union recognizes the Employer's right under PA 112 to contract out or subcontract work normally performed by bargaining unit members, however, if PA 112 is repealed the language shall revert back to that contained in the 1996-1997 Master Agreement. If PA 112 is amended as it pertains to the subcontracting of support services the parties will meet to renegotiate this section of the Master Agreement.

7. EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours, or working conditions of said employees or any individual employee, or which in any way may be considered a proper subject for collective bargaining.

8. SENIORITY

Strict seniority shall prevail in the layoff and rehiring of employees. Effective July 1, 2007, "seniority" shall be defined to mean length of time continuously employed from the date the employee first accepts a regularly scheduled run in this bargaining unit. Time on unpaid leaves of more than two (2) years or layoff of more than two (2) years will not count for purposes of accruing seniority, but will not constitute a break in continuous employment with the District, this process will also apply to drivers that choose to work as a substitute after establishing their seniority. In reducing the work force because of lack of work or other legitimate causes, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. It is understood that an employee must be able to perform the work available to qualify him/her for recall. The employer agrees to post a list of the employees in the bargaining unit arranged in order of their seniority. This list shall be posted in a conspicuous place at the place of employment. Seniority shall be lost only by discharge, voluntary quit or layoff of a period of more than two (2) years. In the event of a layoff, the employee so laid-off shall be given two (2) weeks notice of recall to work, mailed to his/her last known address. In the event the employee fails to make himself/herself available for work at the end of said two (2) weeks, he/she shall lose all seniority rights under this Agreement. Stewards shall be granted super seniority for layoff and rehire however, he/she must be able to perform the work.

9. DISCIPLINE OR DISCHARGE OF NONPROBATIONARY EMPLOYEES

- (A) The Employer agrees not to discipline or discharge a nonprobationary employee without just cause. Whenever an employee's conduct or performance is such that the Employer believes disciplinary action may be necessary the Employer may, if appropriate, warn the employee in writing and give said employee an opportunity to make suitable corrections prior to taking further disciplinary action. Discipline or discharge may result if an employee, by way of illustration and not limitation:
- (1) If insubordinate-refuses to do the work assigned to him/her effectively and cheerfully.
 - (2) Conducts himself/herself in a manner unbecoming of a school employee, such as drinking or being in the possession of or under the influence of illegal drugs or alcoholic beverages during work hours; dishonesty; disclosing confidential information or breach of confidentiality; unauthorized absence; repeated tardiness or absenteeism; violence or destruction of property; possession of a weapon; immoral conduct; failure to pass required exams or drug tests; loss of driver's license; accumulation of more than six (6) points on the employee's driving record; loss of insurability under the District insurance policy; driving in an improper or unsafe manner while operating a school vehicle; confirmed abuse of sick leave, or other leave days; violation of Board rules or policy; harassment of employees, sexual or otherwise; cursing pupils or employees,

being unkempt, stealing, etc.

- (3) Is disrespectful to himself/herself, his/her coworkers, supervisors, or the school system.
 - (4) Lacks sufficient competence in his/her work assignment to enable him/her to do the work satisfactorily.
 - (5) Cannot, for reason of poor health, or lack of physical fitness, perform his/her work satisfactorily.
 - (6) Is convicted of any felony or circuit court misdemeanor and/or is convicted of any misdemeanor involving moral turpitude or theft, drug conviction (will treat on a case by case basis), conversion, embezzlement, intentional destruction or damage of property of the Employer.
- (B) The Employer shall notify, in writing, the Employee involved and a Steward of any warning, disciplinary action, or discharge. If either the employee or the Steward considers the discipline or discharge to be improper, a review with the Employer may be requested within two (2) days after the disciplinary action. The Employer shall reply within two (2) days after receipt of the request. If the Union is not satisfied with the decision and the explanation given by the employer's representative at the review, it may process its complaint through the grievance procedure.
- (C) A record of all disciplinary actions shall be placed in the employee's personnel file. If the recorded action could be construed as detrimental to the employee's future promotion, transfer, present or future employment, and after a period of three (3) years there have been no recurrences of unsatisfactory conduct for which disciplinary action is taken, the record of the disciplinary action shall be removed from the file, unless it relates to unprofessional conduct or misconduct as referenced in MCLA. 380-1230b. All employee's records, other than those of a confidential nature, may be reviewed by the employee upon request, provided that the number of such requests is three (3) or less per year.
- Nothing contained herein shall prohibit the parties from mutually agreeing to extend the above stated three (3) year period. Any such extension shall be in writing and state the action taken and length of time the record will be maintained. The Agreement shall be signed by the employee, Union and Employer.
- (D) Whenever an employee is discharged or suspended he/she shall have the right to meet with a Steward prior to leaving the school grounds.

10. GRIEVANCE PROCEDURE

It is mutually agreed that all grievance disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strike, tie-ups of equipment, slow down, walk-outs or any other cessation of work or lockouts. There shall be no legal proceeding of any kind before all means of settlement provided herein are exhausted.

An employee with a grievance shall report same to his/her supervisor within ten (10) days of the alleged infraction. No action shall be required of the employer concerning any grievance not reported within the time limit and any further proceeding shall be barred.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. In the event that any grievance cannot be settled in this manner the question may be submitted by either party to settle such promptly with the following steps:

Step Number One. By conference between the aggrieved employee, the Shop Steward, or both, and the Supervisor.

Step Number Two. If the disposition of the grievance in Step One is not satisfactory to the aggrieved employee, he/she shall then prepare the grievance report form and submit it to his/her supervisor within fifteen (15) days of the alleged infraction or knowledge of the alleged infraction. If the grievance is not timely filed it will be barred. The supervisor shall write a disposition on the grievance form and submit it to the Superintendent or his/her designee, who shall then arrange for a conference between the Shop Steward, Business Agent of the Union, and the Superintendent or his/her designee. The Superintendent or his/her designee shall issue a written disposition to the Union within seven (7) days of the conference.

Step Number Three. If the official or officials of the Union and the aggrieved employee are not satisfied with the disposition given in Step Number Two, or if no decision has been rendered within seven (7) calendar days after the aggrieved Employee met with the Superintendent or his/her designee, he/she may within seven (7) days after a decision by the Superintendent, request in writing that the Union submit his/her grievance to Arbitration, if the Agreement provides that the grievance is one which may go to Arbitration. If the Union determines that the grievance is meritorious, that it involves the interpretation, meaning, or application of any of the provisions of this Agreement, and that submitting it to arbitration is in the best interest of the East Lansing School System or the Union, it may by written notice to the Board within twenty (20) days of the Superintendent's decision submit the grievance to Arbitration.

Grievances which do not involve the interpretation, meaning, or application of any of the provisions of the Agreement may be processed through Step Two, but shall not be arbitrable.

Either party but not an employee may demand arbitration.

The demand for arbitration shall be submitted to the American Arbitration Association. The parties shall select an arbitrator in accordance with the rules and procedures of the American Arbitration Association which shall likewise govern the arbitration hearing. The decision of the arbitrator shall be rendered without undue delay and shall be final and binding on both parties.

The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering a decision the arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement. The arbitrator shall have no power to rule upon the content of an employee evaluation.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned or could have reasonably earned less any compensation that he/she may have received from any source during the period of back pay including any unemployment compensation.

The cost of the Arbitrator's fee shall be shared equally between the Union and the Board of Education.

The term "days" as used in this Article shall mean calendar days throughout the year including summer recess except that holidays and days during other school recesses will not be counted.

The time limits set forth herein shall be strictly adhered to but may be extended by mutual agreement of the parties, confirmed in writing.

11. HOURS OF EMPLOYMENT

Prior to the opening of the school year, all routes will be available for bidding on a seniority basis, provided the driver meets qualifications. Drivers will be notified by June 30th of each year of the date of the meeting in which job bidding will take place. The routes will be posted two weeks prior to the bid meeting.

To be eligible for bidding, a driver must be present or a written bid must be furnished to the Superintendent or his/her designee on the job bidding date. Failure to do so as specified forfeits the seniority bidding procedure. The driver who bids on and accepts a route is not eligible to bid on any more runs for the balance of the school year unless such route is

eliminated. If a driver will be laid off through route elimination, then all routes shall be subject to rebidding. After bus routes have been established, additional stops shall not be added until first consulting the driver affected.

Bus drivers will be assigned by the Employer to a regular route and shall be expected to check in for driving in sufficient time to safety check the vehicle and be sure that it is ready for service prior to beginning each run or set of runs. The driver shall be considered in a working status while: performing the safety checks noted above; driving on a regular or special run; waiting for the return run of a field trip or special trip; or during such other periods as the Employer shall designate.

One-half hour per day paid time will be added to route time for required safety checks. It is expected that drivers will use any non-driving time for bus washing, fueling, maintenance, training, planning, professional improvement or any other related activity as assigned by the supervisor.

When drivers are transporting students and required to stay overnight, such driver shall be guaranteed eight (8) hours each day. The expense of a separate room and meals shall be borne by the Board pursuant to Article 23.

Eight (8) hours shall constitute a work day and five (5) days shall constitute a work week commencing Monday am through Friday pm.

Time and one-half (1 ½) will be paid for all time worked in excess of eight (8) hours per day or forty (40) hours per week, for which overtime has not already been earned.

Employees who are required to work on holidays for which they would receive their regular holiday pay shall be paid in addition to the regular pay an amount equal to the product of the hours worked at one and one-half (1 ½) their regular hourly rate.

Employees shall receive double the regular established rate per hour for all work performed on Sunday. All employees shall have a reporting time for duty, which shall be designated at the end of the preceding day by the Employer.

Any regular or substitute driver called in by the Employer shall be paid the actual time worked with a minimum pay of two (2) hours. For local field trips that drop before noon and pick up after noon, the driver will receive a minimum one-hour for either the drop off or pick-up of the trip but not both.

On half days when one, two or all three levels are released at the same time, drivers shall receive their normal hours' pay as stated on their route sheets and up to one (1) additional hour pay due to the half day callback and for ancillary duties.

On the days that schools are closed due to inclement weather or other emergencies, drivers

shall be paid their regular daily rate for that day. Drivers shall work any make-up days without additional pay.

Drivers shall be paid for all time spent in conferences and in-services called by management.

The late bus runs will be rotated by seniority weekly. Drivers will be expected to fulfill their responsibilities and accept their turn. Exceptions may be granted only when the drivers find their own substitutes from the East Lansing driver certified staff; otherwise, the driver must take his/her turn. Late runs will be no less than one (1) hour's pay.

All other absences from work whether bid run or summer trip, or other trips, must be reported to and approved by the Superintendent or his/her designee.

Extra trips, other than late bus runs, will be posted every Friday morning. Trips will be picked according to seniority. Drivers not available to pick shall be called and given the choice of the remaining trips. There shall be no trading of runs or trips.

Total cumulative route time shall be reduced two hours per day, however this reduction shall not make a driver ineligible for the qualification of benefits per article 14a.

12. STEWARDS

The Employer recognizes the right of the Union to designate a Job Steward and an alternate to handle such Union business as may from time to time be delegated to them by the Union. Job Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business in violation of the Agreement or any action in violation of law. The Employer recognizes this limitation upon the authority of Job Stewards and their alternates. The Employer, in so recognizing such limitations, shall have the authority to render proper discipline including discharge without recourse, to such Job Steward or his/her alternate if he/she is an employee, in the event the Job Steward or alternate has taken unauthorized strike action, slow-down, or work stoppage in violation of this Agreement. A Job Steward shall be an employee of the Employer.

The Job Steward shall be permitted reasonable time to present and process grievances on company property without loss of time or pay during their regular work hours not to exceed fifty (50) hours per year. The Job Steward shall otherwise process grievances at times other than during regular work hours unless specifically approved in advance by the Director of Finance.

13. PAY

All employees of the bargaining unit shall be paid for their regular and special runs biweekly on pay dates established for the district as a whole.

14. BUS DRIVERS' WAGE SCHEDULE BASE RATES (Minimum hourly rates)

Employees hired after 10/1/94
Base Rate:

Employees hired before 10/1/94
Base Rate:

July 1, 2006	\$14.99	(1.00% increase)	July 1, 2006	\$15.36
July 1, 2007	\$15.18	(1.25% increase)	July 1, 2007	\$15.55
July 1, 2008	\$15.41	(1.50% increase)	July 1, 2008	\$15.78
July 1, 2009	\$15.64	(1.50% increase)	July 1, 2009	\$16.02
July 1, 2010	\$15.80	(1.0% increase)	July 1, 2010	\$16.18
July 1, 2011	\$15.80	(zero % increase)	July 1, 2011	\$16.18

Effective 10-1-11 driver hourly rates shall be reduced \$1.00/hour.

Effective 10-1-11 the driver hourly rate for all field trips shall be the lesser of \$15/hour or the driver's regular hourly rate.

LONGEVITY:

- (a) 4 years through 7 years, 4% of the current hourly rate
- (b) 8 years through 10 years, 6% of the current hourly rate
- (c) 11 years through 13 years, 8% of the current hourly rate
- (d) 14 through 16 years, 11% of the current hourly rate
- (e) 17 through 20 years, 14% of the current hourly rate
- (f) 21 years and over, 17% of the current hourly rate

After completion of the probationary period, longevity shall be calculated beginning on the first workday.

Employees shall not advance up on steps during the terms of this agreement.

14A. INSURANCE

To be eligible for benefits, a driver must be regularly scheduled to drive a posted morning and afternoon run totaling not less than 4.5 hours per day. Runs shall not be scheduled with the sole intention of avoiding the payment of insurance benefits. Employees shall be allowed to immediately enroll, according to carrier restrictions, in eligible District offered insurance plans if they are no longer insured under their spouse's plan or during the open enrollment period.

Coverage shall be for a full twelve (12) months' coverage. It is expressly understood that

full twelve (12) month's coverage is dependent upon completion of the contract for the total contract year.

Health - Effective as soon as possible after ratification of this agreement, and during the remaining life of this Agreement, the Board shall make available MESSA Choices II health insurance. Examples of copays are: SaverRx , \$5 Office Visit, \$10 Urgent Care, and \$25 Emergency Room. Effective July 1, 2011 drivers will be responsible, through payroll deduction, for payment of 10.0% (increases to 15.0% effective 10-1-11) of the monthly premium cost attributable to their enrollment category (i.e. single subscriber, two-person, full family). If the law requires a higher employee premium share then that amount shall be effective immediately.

Cash-In-Lieu - Bargaining unit members who are eligible to receive health benefits, based on current contract language, yet elect not to participate in the health insurance program, shall receive \$325 (\$100 effective 10-1-11) each month in cash under the Section 125 Plan. Bargaining unit members who have a regular run and are not eligible to receive health benefits shall receive \$75 (\$0 effective 10-1-11) each month in cash under the Section 125 Plan.

Life - The District shall provide a \$10,000 term group life insurance plan for each driver.

Dental - The Board shall provide full family coverage, without cost during the life of this agreement, a dental insurance program at 80% of Class I benefits, 80% of Class II benefits and 80% of Class III benefits with a \$1,000 maximum, as provided by Delta Dental Insurance.

Vision - The Board shall provide, without cost during the life of this agreement, MESSA Vision Services Plan 2 (VSP-2).

15. **SICK LEAVE**

Short Term Sick Leave

Employees who have a regular posted run shall accumulate one (1) sick leave day, for each month or major portion of each month worked and placed in an individual sick leave bank based upon the Employee's regular hours of work not to exceed twelve (12) days per year (typically ten (10) days per year unless assigned to work on a regular schedule during the summer) with unlimited accumulation. An employee on paid sick leave will be deemed to be on continued employment for the purpose of computing benefits. Probationary employees will not be granted sick leave. Employees upon qualifying for regular driver status, will be granted sick leave in accordance with the provisions outlined above retroactive to the day of employment. The Board may require confirmation of illness when abuse of sick leave is indicated.

Sick leave shall be granted when:

- A. The employee is incapacitated from the performance of the employee's duties due to illness, pregnancy, or disability

- B. An illness in the immediate family (immediate family shall include the employee's spouse, children, parents, legal guardian or ward, mother-in-law, father-in-law, stepparents, or grandparents) requires the employee's presence, for a maximum of ten (10) days per year. When a critical illness in the immediate family requires the attendance of the employee, the Superintendent or Superintendent's designee may grant use of sick leave allowance up to the amount accumulated by the employee.

Long Term Disability

The Board shall provide to the employees regularly scheduled to work twenty-two and one half (22.50) hours or more per week that are covered by this Agreement an insured income continuation plan for disability extending beyond the employee's accumulated sick leave. The Board will guarantee 60% of the employee's income from the base salary beginning after the tenth working day following the exhaustion of sick benefits and continuing to the ninety days at which time the LTD policy will activate. Individuals eligible for this benefit must be certified by the carrier and remain certified for this benefit and the insurance coverage. All insurance coverage is subject to the terms and conditions of the respective policy.

- A. The benefits of the plan will be consistent with the UNUM policy 12453 and the certificate booklet dated October 2004. If a discrepancy exists policy 12453 shall prevail.
 - 60% minimum (reduced by primary social security, worker's compensation, or any other employer-sponsored benefit)
 - 90% maximum (increased above 60% by certain income)
 - freeze on social security offset
 - \$5,000 maximum monthly benefit
 - continuation to age 65 (or older for those over 60 on date of disability)
 - 90 calendar day waiting period or exhaustion of accumulated sick leave whichever is greater
 - 24 month own occupation waiver

- 2 year survivor benefit

B. Employees covered under the LTD plan will receive health insurance while on LTD for up to a maximum of twenty-four (24) months.

C. All insurance coverage is subject to the terms and conditions of the respective policy.

15A. TERMINAL LEAVE

An employee who voluntarily separates from the East Lansing School District after serving on the seniority list as indicated below shall be paid his/her unused sick leave according to the following schedule at the full daily rate of pay.

<u>Seniority</u>	<u>Maximum Allowable</u>
Begin 6 years through 10 years	\$3,000
Begin 11 years through 15 years	\$3,500
Begin 16 years through 19 years	\$4,000
Begin 20 years and more	\$4,500

16. LEAVE OF ABSENCE

A. Leaves of absence without pay for periods not to exceed two (2) years or a period equal to the employee's seniority, whichever is the lesser, will be granted without loss of seniority for:

1. Serving in any elected position (public or union).
2. Parental leave.
3. Illness, physical or mental.
4. Adoption.

B. Leave of absence with pay will be granted not to exceed five (5) working days for death in the immediate family, herein defined to include spouse, children, mother, father, brother, sister, and corresponding in-laws, grandparents, stepparents, step brother, step sister or member of the employee's household. Additional leave chargeable to the employee's sick leave maybe granted upon request.

C. Drivers shall be granted two (2) personal leave days, with pay, each year. Personal leave shall not be used the day before or the day after a holiday or vacation (except in an emergency as determined by the Superintendent or his/her designee), nor shall personal leave be granted for other employment, seeking other employment, child care, social or recreational reasons, other reasons not requiring the presence of the employee, or any other leave provisions in this Agreement. Any unused personal leave days will be added to the employee's accrued sick leave at the end of the year.

- D. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:
- (a) due to the birth of the employee's child in order to care for the child;
 - (b) due to the placement of a child with the employee for adoption or foster care;
 - (c) due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
 - (d) due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Any leave taken under this contract for the above purposes shall be charged against the employee's leave entitlement under the Family and Medical Leave Act at the election of either the Board or the employee. Other conditions of the Family and Medical Leave Act shall apply to leaves in this Section.

17. EQUIPMENT, ACCIDENTS, AND REPORTS

- A. The Employer shall not require employees to operate a vehicle, which is not in safe operating condition or equipped with safety appliances described by law. Employees shall report all defects of equipment which could affect the safe operation of the vehicle immediately or at the end of their day, as appropriate. Such reports shall be made on a suitable form furnished by the Employer, shall be made in multiple copies, and one copy will be retained by the employee.
- B. An employee involved in an accident shall to the extent that he/she is able:
- (1) Continue to protect the lives of the pupils and other passengers, if any, on the bus.
 - (2) Cooperate fully with law enforcement officials, medical personnel and others as appropriate in providing such information and assistance as they may require.
 - (3) Report to his/her supervisor such information as he/she shall require,

including the names and addresses of witnesses. Failure to comply with this provision may subject an employee to disciplinary action by the Employer.

- A. The Employer agrees that it will not require or assign an employee to any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute, court order or governmental regulation relating to safety of persons or equipment.

18. WORKER'S COMPENSATION

A regular full time employee with more than 90 days of continuous service who suffers injury compensable under the Worker's Compensation Act shall continue to receive the regular rate for time lost during the first three days provided the employee has enough sick leave days accumulated to cover this period of time.

Following the first three days such seniority employee shall be paid the difference between the employee's regular wages and payment received under the provision of the Worker's Compensation Act and payments may be charged against sick leave on a pro rata basis computed on the relationship of the differential pay to his/her regular weekly pay until the sick leave is exhausted.

19. MILITARY SERVICE

Any employee on the seniority list inducted into military, navy, marine, or air service under the provisions of the Federal Selective Service Training Statute and amendments thereto or any similar act in time of National Emergency, respectively, shall upon termination of such service be re-employed in line with his/her seniority at the then current rate for such work provided he/she has not been dishonorably discharged from such service with the United States Government and is physically able to do work available and further provided he/she reports for work within ninety (90) days of the date he/she is discharged from such service with the United States Government.

20. HOLIDAYS

The following named holidays shall be paid to employees that have a regular run at the rate of each employee's regular hours pay for the holiday:

NEW YEARS EVE -- NEW YEARS DAY -- LABOR DAY -- THANKSGIVING DAY --
CHRISTMAS EVE -- CHRISTMAS DAY

Employees who are serving their ninety (90) work day probationary period are not entitled to holiday pay for holidays falling within such probationary period. To be eligible for the holiday pay, the employee must report for work both the regular scheduled day immediately

preceding and the regular scheduled day after the holiday unless otherwise excused by his/her administrative supervisor.

There shall be no District-paid religious observance days, but employees may use their personal business days for religious observance.

21. REIMBURSED EXPENSES

When a driver is required to take a trip outside of an area of ten (10) miles (one way) of the East Lansing School District and/or spend his/her meal periods on duty, such employee shall be reimbursed \$6.50 for lunch and \$8.50 for dinner and (\$6.00 for breakfast, on field trips only, when trips begin prior to 7:30 a.m.). The above provisions shall apply only when said driver does not have a thirty (30) minute assigned work period within the boundaries of the East Lansing School District between the hours of 11 a.m. and 1 p.m. and between 5 p.m. and 7 p.m. In the event that the reimbursement for meals referenced in Board Policy is increased during the period of this Agreement the amount referenced above will increase accordingly. The cost of an overnight room on overnight trips will be reimbursed based on furnished receipts.

22. PHYSICALS

Complete annual physical including laboratory fees shall be paid by Board.

23. COATS AND GLOVES

The Board shall furnish drivers with new gloves every year and new coats every other year. On off coat years, the Board shall furnish drivers with two (2) collared polo shirts.

24. CHANGE AND TERMINATION

This Agreement shall remain in full force and effect through the end of the day of June 30, 2012 and thereafter shall be renewed from year to year unless either party hereto shall notify the other party, in writing, at least sixty (60) days prior to any anniversary date of this agreement of its desire to change in any way or to terminate this Agreement. Such written notice shall be sent by registered or certified mail to the other party.

If no such notice is given, this Agreement shall continue from year to year. In the event the parties cannot agree upon the requested revisions the Union shall have the right to all legal recourse in support of its demands, notwithstanding any provision of this contract to the contrary.

The entire agreement or specific provisions of the agreement may be rejected, modified or terminated by an emergency manager under conditions provided in the Local Government

and School District Fiscal Accountability Act, PA 4 of 2011.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the dates indicated below.

FOR THE EMPLOYER

BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE
CITY OF EAST LANSING

By: _____
Its President

By: _____
Its Secretary

Date: _____

FOR THE UNION

LOCAL UNION NO 580 AFFILIATED
WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA

By: _____
Its Business Representative

By: _____
Its Chief Union Steward

Date: _____