

**MASTER AGREEMENT**

**BETWEEN THE**

**BOARD OF EDUCATION  
OF  
CARO COMMUNITY SCHOOLS**

**AND THE**

**CARO BUS DRIVERS ASSOCIATION**



**2011-12**

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## **AGREEMENT**

The Agreement herein entered into this 1st day of September, 2011, by and between the Caro Bus Drivers' Association, hereafter referred to as "Association" and the Board of Education of Caro Community Schools, hereafter referred to as the "Employer."

Witnesseth:

The Board and the Association recognize that their primary responsibility is to the children of the district.

In consideration of the following mutual covenants, it is hereby agreed to as follows:

### **ARTICLE I: RECOGNITION**

- A. The Employer hereby recognizes the Association as a collective bargaining representative for all regular bus drivers assigned a regularly scheduled bus run. Drivers not assigned a regular route will be considered either a substitute driver, who must meet the criteria in sections A)1-3, noted below, or are considered an occasional driver, who do not accrue seniority, nor are they eligible to bid on any run or extra trip. Substitute drivers must be available and comply with the following:

A minimum of 3 afternoon / PM Runs, and 3 morning/AM Runs, days per week (on weeks of scheduled school days of 3 or more days). Substitute drivers not having an assigned regular route must maintain afternoon availability (Grandfathered exceptions - Robert Wright and Tina Smith to the afternoon/PM Run requirement only).

- 1) Submit a monthly schedule of driving availability. The schedule would be submitted by the 25<sup>th</sup> of each month for the subsequent month and would indicate which days the driver is available per week to substitute drive.
- 2) Drivers failing to comply with sections 1 – 3 from above would become ineligible for bidding on extra trips. The ineligibility would have an immediate effect, and remain in effect for a minimum of two weeks, and until the driver has full-filled the obligations of this section.
- 3) Drivers, who fail to submit the monthly availability on time, will be ineligible for extra trips for two weeks after submitting the schedule. For the beginning of each school year, the availability schedule would have to be submitted by September 1.

Substitute drivers not available for the minimum amount of time indicated would be considered part-time drivers who will not accrue seniority or be eligible for extra trips. Unless otherwise indicated, the term employee shall refer to all members of the above defined bargaining unit.

- B. Newly employed personnel will be considered as probationary at will employees for a period of sixty (60) days. At the end of the sixty (60) day period, the Transportation Director will recommend continued employment or dismissal. If continued employment is recommended, said employee will be immediately assigned a wage from the wage schedule. Days shall be defined as regularly scheduled work days.

## **ARTICLE II: PURPOSE**

- A. This agreement is negotiated pursuant to the Public Employment Relations Act #336 of the Public Acts of 1947 and amended to establish the terms and conditions of employment for the members of the bargaining unit herein defined.
- B. The Employer and the Association hereby agree that this agreement shall supersede any oral or written agreement between the Association members and the Employer and shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent.
- C. When negotiating a successor to this contract, or amendments to this contract, the Association Committee shall be fully empowered to make concessions, alterations, or changes to this contract on behalf of the Association. Any amendments to this agreement shall not be binding unless they are in writing and signed by representatives of the Board and Association Negotiation Committee.
- D. The Association shall have the right to use school facilities for meetings with consent of the Superintendent or designee.
- E. An employee shall be entitled to the presence of an employee who is designated Association representative at any meeting at which disciplinary action may or will take place or at any investigative interview of the employee by the Employer related to one or more specific charges of misconduct or negligence by the employee, if he/she requests one.
- F. The Employer agrees that supervisors or non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit, except in cases of emergency or when Association members are not available. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or combination of circumstances which call for action in a situation which is not expected to be of a reoccurring nature.

## **ARTICLE III: EMPLOYEE RIGHTS**

- A. Pursuant to the Michigan Employment Relations Act, the Employer hereby agrees that all employees shall have the right to freely organize, join, or support the Association for the purpose of engaging in collective bargaining or negotiations. Under the laws of the State of Michigan, the Constitution of Michigan and the United States of America, the Employer agrees there shall be no discrimination or interference, restraint or coercion by the Employer against any representative or member because of Association membership or because of any activity permissible under the Employee Relations Act, and this agreement.
- B. The Employer agrees to a policy against all forms of illegal discrimination including discrimination with regard to sex, age, race, national origin, religion or political partisanship and activities. No employee shall be disciplined, reprimanded, suspended, discharged or disciplined for any reason without just cause. This section shall not apply to the termination of a probationary employee.
- C. Any employee shall have the right to review his/her personnel file and to have an Association representative present during such review. Such review shall take place in the presence of the custodian of personnel records.
- D. The employee shall have the right to review and refute any complaints by students, parents, or school personnel to be placed in the employees personnel file. All complaints shall be in the form of writing, clearly stating the names of the complainants, administrative action and remedy. The employee may submit a written notation regarding any material. When

material is to be placed in an employee's file, the employee shall review and sign said material, indicating awareness of said material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

- E. In no instance shall any employee be held responsible for any property damage, personal injury or death to any passengers while operating school equipment as a result of negligence of others.
- F. The Employer shall reimburse the employee for the cost of legal counsel in connection with the handling of any incident by law enforcement and judicial authorities, while operating school equipment unless driver negligence is determined.

#### **ARTICLE IV: BOARD RIGHTS**

The district retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation, but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment and operations and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size or the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions.

7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies.
9. Determine the financial policy, including all accounting procedures and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.
12. Notwithstanding anything contained in this agreement, the Board reserves the right to take any steps that may be necessary to comply with the Americans With Disabilities Act (ADA) or other similar federal or state legislation, including steps needed in order to reasonably accommodate an employee's disability, such as, but not limited to, restructuring a job or position, reallocating or redistributing job functions or requirements, altering when or how job functions are performed, creating modified or part-time work schedules, granting preference in work schedules or shifts, creating flexible leave policies, providing disabled employees with transfers or reassignments to vacant positions and providing benefits that may be necessary to reasonably accommodate disabilities. It is understood and agreed that such action may be taken by the Board without prior bargaining with the Association. In the event any provision of this agreement or application of this agreement conflicts with the ADA or similar state or federal legislation, the legislation shall prevail. In the event of a claim by Association alleging that this provision has been misinterpreted or misapplied, this provision shall be interpreted in a manner consistent with the purposes underlying the ADA and other similar federal and state legislation.
13. Notwithstanding any provisions in this agreement, this agreement shall not be construed to be limiting in any way the Board Rights under P.A. 112 of 1994, including but not limited to subcontracting bargaining unit work.

## **ARTICLE V: GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

1. The termination of service of or failure to reemploy any probationary employee;
2. Any matter involving evaluation;
3. Any matter for which there is recourse under State or Federal statutes.

### Informal Grievance

An employee alleging a violation of the express provisions of this contract shall within five (5) days of its alleged occurrence, orally discuss the grievance with the immediate supervisor in an attempt to resolve same.

### Formal Grievance

If the Complaint is not resolved at the informal level, a formal written grievance shall be submitted within five (5) working days of the informal meeting between bargaining unit members and immediate supervisor. Written grievances, as required herein, shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this contract alleged to have been violated.
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

### **STEP 1**

A copy of the grievance shall be presented to the Association and the immediate supervisor. The immediate supervisor shall, within five (5) working days of the receipt of the grievance, render a written decision. A copy of this decision shall be sent to the grievant and the Association.

### **STEP 2**

If the grievant is not satisfied with the disposition of the grievance at Step 1 or if the disposition has not been made within the allotted time period, the grievance shall be submitted to the Superintendent or his designee. Within seven (7) working days, the Superintendent or his designee shall meet with the Association and affected member(s) on the grievance. The Superintendent or his designee shall then, within five (5) working days, furnish, in writing, his decision to both the Association and the grievant.

### **STEP 3**

If no decision is rendered within five (5) working days, or the decision is unsatisfactory to the grievant, the grievant shall within five (5) working days appeal the grievance to the Board of Education Personnel Committee by filing the grievance with the Superintendent or his designee, through the Association Representative.

A hearing with the Board of Education Personnel Committee will be conducted prior to the next regularly scheduled Board Meeting. The Personnel Committee shall then, within thirty (30) working days, furnish, in writing, its decision to the grievant.

## **ARTICLE VI: MISCELLANEOUS PROVISIONS**

- A. The term "days", when used in this Article, shall mean work days, and during the summer months, shall mean business days of the Board. Time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement.
- B. Any employee unjustly discharged or deprived of any compensation to which he/she is entitled and on whose behalf a grievance is sustained, shall be reinstated with full reimbursement of all compensation, seniority, and paid leave credits lost. In addition, his/her record shall be cleared of any reference to the incident.

- C. Bargaining unit members and his/her representative involved in the grievance procedure during his working hours shall, by mutual agreement, be excused with pay for that purpose.

### **ARTICLE VII: STRIKES AND LOCKOUTS**

- A. In as much as this agreement provides the machinery for the orderly resolution of disputes which relate to this agreement, the Association and the employer recognize their mutual responsibility to provide for uninterrupted service. Therefore,
  - 1. The Association agrees that neither it, its officers, agents, representatives nor members, individually or collectively, will authorize, institute, condone or take part in any strike, work stoppage, including purported mass resignations or sick calls.
  - 2. The Employer agrees that neither its officers, agent or representative, individually or collectively, will instigate or condone any lockout.

### **ARTICLE VIII: WORKING CONDITIONS**

- A. Bargaining unit members shall not be required to work or operate equipment under hazardous or unsafe conditions which endanger their health, safety or well being or that of their passengers.
- B. Employees may only use corporal punishment in accordance with State law.
- C. The Employer shall support and assist employees in the maintenance, control discipline of students in their assigned work area. The Employer or his designated representative shall take reasonable steps to relieve the employee of responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations, as outlined in the Board of Education Policy.
- D. The Employer shall reimburse the employee for any loss, damage or destruction of personal property necessary in the performance of duty which was used on school premises or the employees assigned work station if said loss is not due to employee carelessness or neglect.

### **ARTICLE IX: VACANCIES AND TRANSFERS**

- A. A vacancy shall be defined as any newly created position or any present position that is not filled which pays over one (1) hour. Vacancies shall be posted on the bulletin board and in the transportation office for a period of at least five (5) working days. Said posting shall be in bid form stating time (AM, PM or Kdg), rate of pay and starting date.
- B. Employees shall apply in writing within the allotted time period.
- C. Vacancies will be filled with the senior most qualified applicant, within five (5) working days of the end of the posting period.
- D. In the event a regular run is deleted, the assigned driver may bump the least senior driver for each run deleted, AM, PM, or Kdg, provided the assigned driver has greater seniority. The employee(s) affected shall choose to transfer time earned (PTO) from the deleted run to another run, provided the employee(s) have one, or be compensated 75% of the time earned at the rate of the run at the time of deletion. The driver will have two weeks following the date of cessation of the regular route to transfer the time. If no request to transfer is received in that time frame, the PTO time will remain frozen.



- E. Transfers: Two drivers of regular runs of the same category may switch runs if both drivers and the Director of Transportation agree that such a move would benefit all involved parties.

### **ARTICLE X: SENIORITY**

- A. Seniority shall be defined as the length of service within the bargaining unit and shall accrue from the most recent date of hire as a bus driver. If there is a tie, the date of the employment application shall break the tie.
- B. The employer shall prepare and present to the Association, a current seniority list by October 1 of each year. Seniority shall be lost by an employee upon termination, resignation, retirement or transfer to a non-bargaining unit position.

### **ARTICLE XI: LAYOFF AND RECALL**

- A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition.
- B. Employees laid off due to necessary reduction of the work force, shall have been notified of said lay off at least ten (10) working days prior to the effective date of the layoff.
- C. In the event of a necessary layoff, the Employer shall first lay off the least senior employee. No new employee shall be employed by the employer in the bargaining unit while there are laid off employees within the bargaining unit.
- D. Laid off employees shall be recalled in reverse order of layoff, the most senior employee being recalled first. Recall notices shall be sent by certified or registered mail to the last known address shown on the employer's records. A recalled employee shall be given at least five (5) working days to respond to the recall notice. It shall be the employee's responsibility to keep the employer notified of his/her current address. If an employee does not return within the aforementioned five (5) working day period, this shall conclusively constitute the employee's voluntary resignation from employment.

### **ARTICLE XII: PAID LEAVES**

- A. Each employee with a regular run shall be credited at the rate of one (1) unit per twenty (20) units worked in the same category. All leave will accrue in a single category of Paid Time Off (PTO). PTO may accumulate up to a maximum of sixty (60) units carried over from one year to the next. Upon resignation (retirement), an employee can elect to receive compensation of one-half (1/2) of the units times the hourly rate per unit to a maximum of sixty (60) units. Bereavement leave shall be allowed employee's with regard to their immediate family. Immediate family is interpreted to include: father, mother, brother, sister, husband, wife, child, parent-in-law, grandparent. Up to but not exceeding three (3) days may be used by the employee for bereavement leave, in addition to other paid leave.
- B. The Board of Education reserves the right to require a doctor's certificate or other verification or evidence of illness, injury or disability to substantiate the necessity for absence.
- C. In the event school has been canceled for the day, the employee shall not be required to report to work for that day. In the event school has been canceled/delayed or released early and the employee does not drive during that event, the employee shall receive his/her regular rate of pay for those days up to a maximum of two days total and no leave units

shall be deducted from the employees leave accumulation. Employees may utilize leave units for any Act of God days or other unscheduled events where they are unable to drive, exceeding the two day maximum. In the event the employer reschedules a canceled day because it is necessary to do so in order to receive full State Aid or satisfy State laws or rules, employees that work on rescheduled day(s) shall be compensated at his/her regular rate of pay.

- D. On regularly scheduled partial days, drivers who are unable to drive, will not be paid.
- E. Four units will be granted to each regularly assigned driver at the start of each school year per category assigned.
- F. A limit of four (4) drivers may be granted PTO for any one day off. When more than four (4) employees request leave for the same time period, seniority will take preference. The Director may allow more than four (4) employees off provided sufficient substitutes are available to cover the necessary positions.

Once an employee has been granted PTO (written or verbal) and the request has been placed in the schedule book, the employer will, at their discretion, allow cancellation of said request by the employee only if at least one of the following exists; (1) The cancellation is received 24 hours prior to the requested PTO date; (2) No substitute driver had yet been assigned; (3) The assigned substitute driver can be re-assigned to another open run/trip; or (4) The substitute driver assigned agrees to said cancellation. The aforementioned pertains only to PTO requests made by the employee.

- G. Drivers not on an approved leave (paid or unpaid) who do not have enough PTO time to cover absences forfeit any regular route assignment for that category.

### **ARTICLE XIII: UNPAID LEAVE**

- A. An employee may be granted temporary leave of absence, without pay, by the Superintendent, or his designee.
- B. An employee who is unable to perform his/her assigned duties because of illness or disability and who has exhausted all sick leave available may be granted an unpaid leave of absence, if requested in writing, for the duration of such illness or disability for up to one calendar year. Written notice of intent to return must be submitted not less than five (5) days prior to the date on which the employee intends to return to duty.
- C. An employee returning from sick leave of absence shall be reinstated to the position and classification previously held or a position that is comparable.
- D. Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request for reasons other than illness or disability. Request shall state the date on which the leave is to begin and the date on which the employee plans to return. No less than five (5) days prior to the date of return, the employee shall notify the Superintendent, or his designee, in writing, of his/her intent to return to duty. Seniority shall be frozen during unpaid leave of absence.
- E. If this leave of absence is thirty (30) calendar days or less, the run(s) held by the employee will be substituted and upon return from this leave, the employee will be reinstated to said run(s). If the leave of absence is over thirty (30) calendar days, the run(s) held by that employee will become a "present position that is not filled" status (per Article IX).

- F. Upon return from a leave of absence, the employees' seniority will be recalculated and afforded his/her rightful position in seniority for substitution/extra runs and/or the next bidding for a regular run.

**ARTICLE XIV: COMPENSATION/EXTRA RUNS**

<u>SALARY</u>	<u>2011-12</u>	<u>RETIREMENT</u>	<u>DISTANCE</u> <u>HOURS</u>
#1	Hourly Rate		0-7 miles
#2	20.76	1.50	8-14 miles
#3	22.72	1.75	15-21 miles
#4	25.46	2.00	22-32 miles

Extra Trip    Hourly Rate  
(per hour)    11.84

- A. Extra Runs: Extra runs shall be paid by the hour from the time the employee is assigned to leave until return of employee to school, unless otherwise posted. The employee shall be allotted time with pay for pre-trip (not to exceed 15 minutes) and post trip (not to exceed 15 minutes) inspections and clean up after. All buses must be swept and trash emptied into the transportation dumpsters upon return from the extra trip. Any driver who has an extra trip, who fail to clean their bus following the extra trip, will receive one warning. Any further occurrence, the driver will be removed from eligibility for extra trips for a minimum of thirty (30) school days. Exceptions will only be made if needed cleaning products are not available upon return.

Staff on extra trips, with the exception of a one hour meal period, are to be available at the event/trip location.

Extra runs will be posted in bid form on the bulletin board in the Transportation Department at least five (5) days in advance, when possible. Any bus driver that has driven 30 days of which school is in session and continues to meet the definition of a regular or substitute driver, is eligible to bid each extra run. The bidding driver not having an assigned extra run for the longest period of time is to be granted preference. The run will be assigned with at least five (5) days notice, when possible. Drivers assigned an extra trip who later decline the extra trip will be recorded as if they had driven the trip.

When posting for an extra trip exceeds a two-day notice (>48 hours), the run will be posted for one day and then assigned according to the aforementioned method. When the notification for posting is less than forty-eight (48) hours, driver assignment for the extra trip will be determined from a second driver list. This list will be known as the "Last Minute" trip list and driver participation is voluntary.

School Year 2011-12: Any weekend trip, using a school vehicle, that begins on a Saturday or Sunday and requires a CDL, must be placed for bid as normal. Consideration for Volunteers or Driving Time Pay only will not be allowed for these Saturday/Sunday trips.

- B. Last Minute Runs: The "Last Minute" driver list will be maintained with names added or deleted to the list on the first business day of the month. The bidding driver from this list not having an extra trip for the longest period of time is to be given preference. Drivers placing their name on this list understand notification will be short for runs of this type.
- C. Shuttle Runs: Runs two (2) hours or less in total length for the posting will not count against a driver for extra trip consideration. Shuttle runs exceeding two hours in total time, but posted as two hours or less, will not be counted against the driver's considerations for extra trips. All trips exceeding two (2) hours for the posting, shall be considered extra trips and counted against the driver's consideration for extra trips. Probationary drivers shall be allowed to bid on shuttle runs. Shuttle run drivers will be utilized to the fullest extent of the time period involved.
- D. Skill Center & Special Education Runs: Skill Center and Special Education runs will not be considered either an extra trip or shuttle run.
  - a) Special Education runs will be assigned as determined by the Director to fulfill Department's needs. The director will make their selection from a list of interested and qualified individuals, who have indicated such interest and qualification after a posting.
  - b) Skill Center driver runs expected to be 2 hours or more, will be placed up for bid when an opening occurs. Skill Center Drivers will have additional non-driving duties assigned by, and at the discretion of, the Director. These drivers may need to possess necessary qualifications for these additional duties, and the awarding of the position will include consideration of abilities and skills, and will not be based solely upon seniority. Examples of skills/ qualifications – ability to use telephone system/take messages/research information, knowledge of and ability to use computers/programs, and willingness to perform other duties as assigned. (Current assigned Skill Center drivers are grandfathered and exempt).

When a substitute is needed for a Skill Center Run, seniority will be used for on-duty drivers. (If the need is in AM, seniority will be used for regular AM drivers and if in PM, then for PM drivers). A sign up posting will be provided and used for consideration of subbing by interested drivers.

- E. Meals: Any driver submitting a meal reimbursement will have one-half hour deducted from their pay for the extra trip in which they are seeking the reimbursement. Meals shall be reimbursed to the employee at a maximum of \$10.00 per meal. The employee shall provide a receipt for said reimbursement. Reimbursement of meals shall only pertain to employees on extra runs who are gone during the entire regular meal times. Regular meal times shall be defined as: Breakfast: 7 am to 8 am; Lunch: noon - 1 PM; Dinner - 5 PM to 6 PM. Extra runs/trips must be outside the Caro Community School District to be eligible for meal

reimbursement. Extra runs/trips inside the District will only be eligible for meal reimbursement if no meal period/break of at least 30 minutes is provided.

- F. Annual Medical Physicals: The employer shall reimburse an employees annual physical fee up to a maximum of \$80 per year. New employees shall not be reimbursed physical fees until after they have completed their probationary status, unless waived by the Director.
- G. Driver Licenses: The employer shall fully reimburse an employee for required driver license fees required for driving a school bus, up to a maximum of \$50.00. New employees shall not be reimbursed for driver license fees until after they have completed their probationary status, unless waived by the Director.
- H. Exceeding Miles: Any driver of a regular or kindergarten run traveling 33 or more miles will be compensated at a rate of 35 cents per additional mile.

### **ARTICLE XV: JURY DUTY**

The employee should make every effort to be reassigned to a time not in conflict with their regular working hours, or be excused from service, and the Board or their designee shall have the right to request that the employee be excused.

In the event the employee does not serve for a full working day on jury duty, the employee will return to their regular job and complete their regular assignments.

An employee who is called for jury duty shall not suffer a loss in compensation and shall receive the difference between their regular pay rate for the period absent and any fees received by the individual by the court.

### **ARTICLE XVI: ENTIRE AGREEMENT CLAUSE**

This contract constitutes the sole and entire existing agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term of the contract. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon the District and the Association. All matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this agreement. This contract is subject to amendment, alteration, or additions only by a subsequent written agreement between and executed by the District and the Association. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Board shall deal with all matters not expressly covered by this contract through the exercise of its management rights without prior negotiations during the life of this agreement.

EFFECTIVE DATE OF CONTRACT September 1, 2011.

The termination of this agreement shall be August 31, 2012.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective representatives.

**ASSOCIATION**

**BOARD OF EDUCATION**

\_\_\_\_\_  
President

\_\_\_\_\_  
John Forshee, President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Henry Knier, Jr, Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date