

# **MASTER AGREEMENT**

Between

**THE BENZIE COUNTY CENTRAL BOARD OF  
EDUCATION**

and

**THE NORTHERN MICHIGAN EDUCATION  
ASSOCIATION**

For

**BENZIE COUNTY CENTRAL TRANSPORTATION  
EDUCATIONAL SUPPORT PERSONNEL**

2011 - 2013

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## SECTION 1 - BASIC CONTRACTUAL PROVISIONS

### **1.1 AGREEMENT**

A. THE PARTIES This Agreement is entered into effective September 1, 2011 by and between the Board of Education of Benzie County Central Schools, Counties of Benzie, Manistee, Grand Traverse, and Wexford, Michigan, hereinafter called the "Employer", and the Northern Michigan Education Association, an affiliate of the Michigan Education Association and the National Education Association.

### **B. RESOLUTION OF DISPUTES**

The employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Employees, and the Union. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement, and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

### **C. NO STRIKE**

The Union agrees that during the term of this Agreement there will be no strike or work stoppage.

### **1.2 RECOGNITION - EMPLOYEES COVERED**

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 bus drivers and bus aides, but specifically excluding central office secretaries, mechanics, supervisory employees, and all other persons.

### **1.3 DEFINITIONS**

#### **A. EMPLOYER**

The term "Employer" as used in this Agreement shall mean the Board of Education of the Benzie County Central Schools, a quorum of the elected members of the Board, or the Board's authorized designees, such as the Superintendent or Supervisor.

#### **B. UNION**

The term "Union" as used in this Agreement shall mean the Northern Michigan Education Association.

#### **C. EMPLOYEE**

The term "employee" as used in this Agreement shall mean a person employed in a position within the bargaining unit as defined in Section 1.2.

D. DAYS

The term "days" as used in this Agreement shall mean calendar days, exclusive of Saturdays, Sundays, legal holidays, and days when the Central Administrative Offices are closed to the public.

E. POSITION

A position is an assignment within the transportation classification.

F. YEARS

The term "years" as used in this Agreement shall mean school years.

**1.4 TERM OF AGREEMENT**

This Agreement shall be effective on September 1, 2011 and shall remain in effect until August 31, 2013. In witness whereof the parties have caused this Agreement to be executed on their behalf by their duly authorized representatives.

FOR THE UNION:

BY: Michael A. Kelee  
Its President

DATE: September 1, 2011

BY: James Swickard  
Its Negotiator

BY: Kelley P. Spaulding  
Its Negotiator

BY: Nina L. Margetson  
Its Negotiator

BY: Cynthia E. Kirby  
Its Negotiator

FOR THE BOARD OF EDUCATION:

BY:  Katherine Ross  
Its President

DATE: 09/12/2011

BY: \_\_\_\_\_  
Its Secretary

BY: [Signature]  
Its Negotiator

BY: Jeanne Andbeck  
Its Negotiator

BY: Dan [Signature]  
Its Negotiator

## 1.5 MEMBERSHIP, FEES, AND PAYROLL DEDUCTIONS

### A. MEMBERSHIP

Membership in the Union, or payment of a service fee to the Union equivalent to the full dues required to be paid by members of the Union, shall be a condition of employment for employees covered by this Agreement. In the event an employee does not join the Union, or does not pay such service fee, the Employer shall, at the request of the Union, and pursuant to MCLA 408.447; MSA 17.277(7) deduct the service fee from the bargaining unit member's wages and remit same to the Union under the procedures specified below. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paycheck of each bargaining unit member. Probationary employees shall become members of, or pay such service fee to, the Union upon completion of the probationary period.

### B. DEDUCTION

Upon written authorization from the employee, the Board shall deduct dues and service fees for Union membership or representation. Such deductions shall be made from a regular paycheck each month September through June. The Board agrees to promptly remit to the Union all monies so deducted, accompanied by an alphabetized list of employees from whom deductions have been made. In any situation where a refund is demanded by an employee, said refund is not the responsibility of the Board.

### C. NON-COMPLIANCE PROCEDURES

The procedure in all cases for violation of this Article shall be as follows:

1. The Association shall notify the employee of non-compliance by certified mail, return requested. Said notice shall detail the non-compliance and shall further advise the recipient that a request for payment shall be filed with the Board in the event compliance is not effected.
2. If the employee fails to comply, the Association shall file charges in writing, with the Board, and shall request that the Board deduct the service fee in equal amounts, as nearly as may be, from the employee's paycheck. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
4. The Board upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Association or authorized payroll deduction for same. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or service fee.

### D. HOLD HARMLESS PROVISION

The Union will protect and save harmless the Board from any or all claims, demands, suits and 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 this Article.

## 1.6 GRIEVANCES

### A. DEFINITION

A Grievance is a claim by one or more employees, or the Union, that there has been an alleged improper application, violation, or misinterpretation of this Agreement.

### B. GRIEVANCE FORM

Any grievance presented in writing must include the following:

1. Specific statement of facts giving rise to the alleged violation
2. Section or subsection of this contract alleged to have been violated
3. Date of the alleged violation
4. Relief requested
5. Signature of the grievant

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

### C. GRIEVANCE PROCEDURE

An employee with a problem or a complaint shall first discuss the matter with his/her immediate Supervisor with the objective of resolving it quickly and informally.

Step 1 - Supervisor-Written: In the event the problem or complaint has not been satisfactorily resolved, the matter shall be reduced to writing and submitted to the immediate Supervisor no later than ten (10) days from date of occurrence.

Within ten (10) days after meeting, the Supervisor shall state a decision in writing and furnish a copy to the employee and the Union.

Step 2 - Superintendent: Within ten (10) days after receiving the decision in Step 1, the Union may appeal in writing to the Superintendent of Schools.

1. Within ten (10) days of receipt of the written grievance, the Superintendent or designee shall meet with the Union at a mutually satisfactory time and place. The affected employee(s) may be present at such a meeting.
2. Within ten (10) days after the meeting, the Superintendent shall state a decision in writing, and furnish a copy to the Union.

Step 3 - Board of Education: Within ten (10) days after receiving the decision of Step 2, the Union may appeal the decision in writing through the Superintendent to the Board of Education.

1. The Board President shall appoint someone to hear the grievance, who shall within ten (10) days of the Board's receipt of the grievance confer with the Union Grievance Committee chairman to set a mutually satisfactory time and place for the hearing. The affected employee(s) may be present at such meeting.
2. Within ten (10) days after the hearing the Board shall state a decision in writing and furnish a copy thereof to the Union.

Step 4 - Arbitration: If the Union is not satisfied with the disposition of the grievance at Step 3 by the Board or if no disposition has been made within the period above provided, the Union may submit the grievance to arbitration before an impartial arbitrator. If the arbitrator cannot be selected by mutual agreement of the parties, the arbitrator shall be selected by the American Arbitration Association in accord with its rules. Neither the Employer nor the Union shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

#### D. REPRESENTATION

Both employees and the Employer have the right to be represented at any step in the grievance procedure by attorneys or other representatives of their own choice.

#### E. TIME LIMITS

Any appeal at any step which is not issued within the time limits specified shall result in a forfeiture of the grievance unless mutually agreed to, in writing, by both parties to extend the timelines.

#### F. GRIEVANCE HANDLING

All preparation, filing, presentation or consideration of grievances, shall be held at times other than when an employee or a participating Union representative are to be at their assigned duty stations unless mutually agreed to by the parties.

#### G. REINSTATEMENT

If any employee for whom a grievance is sustained shall be found to have been unjustly discharged or penalized, the employee shall be reinstated with full reimbursement of all compensation lost.

## SECTION 2 - EMPLOYMENT RELATIONS

### 2.1 EMPLOYEE RIGHTS

#### A. NONDISCRIMINATION

The Employer agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Michigan Employment Relations Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; nor will it discriminate against any employee because of membership in the Union, participation in the lawful activities of the Union, participation in collective negotiations with the Employer, institution of a grievance as defined in this Agreement, or otherwise with respect to any terms or conditions of employment.

The Board and the Association agree to comply with the requirements of the Americans with Disabilities Act (ADA) on an individual case-by-case basis.

#### B. FACILITY AND EQUIPMENT USAGE

The Union shall have the right to use school building facilities and equipment after school hours for Union business following the district's building use policy. The Union agrees to reimburse the district for the cost of any materials used or damage to school property that is other than normal wear. No charge shall be made to the Union for such use, except in cases where custodians must be called to open and close buildings.

#### C. UNION ACTIVITY

The employees agree they will not engage in Union activities during working hours unless permitted within this Agreement or by permission from the immediate Supervisor. The Union shall be permitted to use E-mail to communicate with its members or representatives. Any employee who is absent from his/her assigned duties for the purpose of Union business shall have a deduction of the hourly wage for each hour or part of an hour of absence. However, if the Employer requires an employee to be engaged in activities on behalf of the Union with the Employer, the employee shall be released from scheduled duties without loss of wages.

#### D. FREEDOM OF INFORMATION

In response to reasonable requests, the Employer will provide to the Union all information which is available under the Freedom of Information Act. The Union may be required to pay costs incurred by the Employer in providing this information.

#### E. PERSONNEL FILE

Employees will have the right to review the contents of their personnel file. At the request of the employee, a representative may be present. Employees may submit a written notation regarding any material in the personnel file, and the same shall be attached to the file copy of the material in question.

The Employer agrees to notify the employee any time there is a request to review or release materials in his/her personnel file to a third party prior to the review or release of materials, provided it is possible to do so.



Written complaints or charges shall not be placed or retained in an employee's personnel file unless the complaint(s) or charge(s) lead(s) to discipline by the Board.

Only one personnel file shall be kept for each employee and that file shall be kept at the Central Business Office.

#### F. BULLETIN BOARDS

Bulletin board whose locations are specifically designated by the Employer shall be made available for use by the Union and its members.

### 2.2 THE EMPLOYER'S RIGHTS

The Employer, on its own behalf and on behalf of the district, hereby retains and reserves unto itself, without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States to the executive management and administrative control of the school system and its properties and facilities, and the direction of the activities of its employees within the scope of their employment; to establish written personnel and other policies; and to establish policies, bus schedules, the hours of work, and other duties, responsibilities and assignments of employees, terms and conditions of employment not in conflict with this Agreement. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement, and shall not direct or require any employee to violate any Federal or State law or regulation.

### 2.3 SENIORITY

#### A. DEFINITION

Seniority shall be defined as the length of service in the district in the classification of transportation.

#### B. SENIORITY LIST

Employees shall accrue one (1) day of seniority for each day (or portion thereof) paid. The potential days that are able to be earned/credited shall mirror the number of regularly scheduled Benzie County Central student days within the school calendar, plus mandatory training and/or meeting days shall be the maximum seniority accrual in any school year (July 1 through June 30), but not less than 170 days per school year for school year employees. Days or portions of days worked prior to the start of the school year shall count as days paid for seniority purposes. Employees shall be ranked on the seniority list, with the employee who has accrued the greatest number of days seniority being the most senior, and the employee who has accrued the least number of days seniority being the least senior. In the event two (2) or more employees have the same number of seniority days the employee possessing the Social Security Number with the highest last four digits shall be the most senior employee of this group. The seniority list shall be prepared by the Employer, updated every year, and reviewed by the Union.

This list will also be updated at any time that seniority is a part of an issue. Seniority shall accrue within classification. Should an employee switch classifications his/her seniority level in the former classification shall be frozen. Saturdays and Sundays will not be counted unless they are a part of the employee's regular schedule and not counted as overtime.

C. SENIORITY LOST

Seniority shall be lost by an employee upon termination, resignation, or retirement.

D. SENIORITY CONTINUED

Seniority shall continue to accumulate and shall not be lost when an employee is on leave due to an injury or accident which is compensable under the Employer's workers' compensation insurance for a period of up to twelve (12) months; when an employee is on leave to serve in the armed forces of the United States; or when an employee is on any paid leave of absence.

E. SENIORITY FROZEN

Seniority shall not be lost, but shall not continue to accumulate, when an employee is on unpaid leave of absence; when an employee is on layoff status; or when an employee transfers to a position under the Employer not in the bargaining unit or in a different classification.

F. PROBATIONARY EMPLOYEES

There shall be no seniority among probationary employees. When an employee finishes the probationary period, the employee shall be placed on the seniority list with credit for all days worked, in accordance with Section 2.4.

## **2.4 PROBATION**

All new employees shall be on probation until they have worked ninety (90) days\*\*. Employees shall only be required to serve one (1) probationary period with the district should they be re-hired to the same classification (except transportation, who shall only return within the same school year, without seniority to the 90<sup>th</sup> day pay step if they have maintained required certification). For the purpose of this section only, any part of a day worked shall count as a workday including being paid to attend required training.

During the probationary period the employee may be laid off or terminated at the sole discretion of the Employer. A performance conference between the probationary employee and his/her immediate supervisor will be held within the probationary period. Probationary employees shall not be entitled to insurance benefits, paid leave days, or holidays, however, upon completion of their probationary period the employees will be credited the paid leave days (excluding holidays) from the date of initial employment. The crediting of paid leave days shall be prorated for employees starting mid-year. Employees, at the beginning of their probationary period, will be furnished with a packet of materials from central office that will help facilitate a successful probationary period for them. These materials could include: classification handbooks, a copy of the

contract, information and opportunities regarding the Hepatitis B vaccination process, appropriate job-related Board policies and a copy of any work rules that apply to their employment with the district. At the conclusion of the probationary period, the Employer will furnish the employee with a copy of the Master Agreement and applications for insurance benefits.

\*\*If a substitute driver has worked at least 90 days for the district (prior to being placed in a full time position as a "permanent employee"), then said driver's probationary period shall be reduced to sixty (60) days and all entitlements related to completion of the probationary period shall be granted at that time.

## **2.5 REDUCTION IN WORK FORCE**

### **A. DEFINITION**

The word layoff shall mean a reduction in the number of bargaining unit employees, with recall rights.

### **B. REDUCTION PROCEDURE**

In the event a position within the bargaining unit is eliminated, the following procedure will be used:

1. The Employer will identify the position being eliminated.
2. All positions then currently being held by employees with less seniority than the employee(s) in the position(s) being eliminated will be posted for bidding by the affected employees in the job classification.
3. An employee who, as a result of the elimination of a position finds no position remaining on the list for bidding, has the right to displace the least senior employee in another job classification covered by this agreement providing the employee is qualified and has more seniority in that classification than the displaced employee.
4. An employee who is on layoff shall have the right to apply for any vacancies outside the bargaining unit member's classification.

### **C. RECALL PROCEDURE**

1. Employees shall be recalled in inverse order of layoff according to classification.
2. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work.

The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports or make arrangements to report within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall be considered terminated.

### **SECTION 3 - WORKING CONDITIONS**

#### **3.1 ASSIGNMENTS**

##### **A. JOB ASSIGNMENTS**

All transportation jobs shall be bid within SEVEN (7) DAYS of the start of school. Transportation job assignments shall be granted on the basis of seniority and the bus stop routing program.

##### **B. TRANSPORTATION VACANCIES**

Any transportation vacancies occurring after the fourth week of school shall be posted for five (5) days. After that period a bid meeting shall be held at which the posted vacancy and any resultant vacancies shall be awarded to bidding employees on the basis of seniority. Employees attending said meeting shall not be paid for any time in attendance.

Employees who are unable to attend the referenced meeting shall be allowed to submit written requests to any member of the Association's Executive Board (prior to the meeting) listing the specific positions that are or may become available as a result of the bidding process. When the letter contains multiple positions of interest the member shall indicate his/her preference by numbering the positions (1- being the first choice, 2- being the second choice, etc.).

##### **C. SUMMER VACANCIES**

The District shall post vacancies that occur in this bargaining unit during the summer months for ten (10) days. Furthermore, the District will mail postings of vacancies that include bargaining unit positions to bargaining unit members who leave stamped self-addressed envelopes with the Central Office.

##### **D. TEMPORARY ASSIGNMENT**

The temporary assignment of a position in transportation shall not exceed twenty (20) work days from the date of the vacancy irrespective of the number of individuals that may be assigned to the temporarily vacant position unless mutually agreed to be extended between the Employer and the Union.

##### **E. SUBCONTRACTING**

Work requiring a certified school bus driver and a school bus shall not be subcontracted except in emergency situations, or when a commercial carrier is used for extra trips.

## **3.2 EXTRA TRIPS**

### **A. DEFINITION**

Extra trips shall be defined as those trips that do not involve the transportation of children between their home and school or the school and their home in a school bus. In the case of a vehicle breakdown, a mechanic may retrieve the vehicle.

### **B. ASSIGNMENTS**

Extra trips will be posted on the extra trip board. The extra trip board will be in order of seniority, but will equalize extra trip hours, so that all non-probationary daily route drivers have the opportunity to accept or reject the same number of extra trip hours. All non-probationary daily route drivers will automatically be placed on the extra trip board.

In the event that an extra trip cannot be covered on a voluntary basis, the least senior employee on the seniority list will be required to take the extra trip in question. This obligation shall be covered on a rotating basis (e.g., first instance would be covered by the most junior driver, second instance by the second most junior driver, etc.).

Exception: An individual that is on approved leave (other than a regularly scheduled day off) shall not be required to make the run, but shall be required to take the next such run.

### **C. GUIDELINES FOR ASSIGNMENT OF EXTRA TRIPS**

1. New non-probationary daily route drivers, and drivers returning from an extended leave of absence (over two (2) weeks) will be assigned the longest number of hours on the board at the time they are either put on the board or reinstated to the board. Drivers returning from illness leave, disability leave, or funeral leave of longer than two (2) weeks shall be excluded from this provision (i.e. shall not have the longest hours assigned to their names.)
2. All drivers, including subs, will be placed on the extra trip board. All trips shall be offered on the basis of extra trip seniority (i.e., the driver with the lowest number of accumulated hours on the extra trip board shall have first choice.) The Director of Transportation is responsible to minimize overtime and shall have the authority to coordinate and assign all extra trips. Drivers shall designate their choice, by ranking choices, of extra trips on days when more than one extra trip is available. The driver with the least number of hours shall get his/her first choice with seniority being used to resolve trips where drivers have equal number of hours. Drivers shall not be eligible for extra trips if overtime would be incurred without the authorization of the Director of Transportation.

3. Drivers shall be offered extra trips a maximum of five (5) days and a minimum of two (2) days prior to the departure of the trip whenever possible.
4. Trips will be assigned at 3:00 p.m. two (2) days prior to the date of the trip whenever possible.
5. Trips received less than two (2) days prior to departure will be posted in a conspicuous place when they are received and if they are
  - a. to depart the day of posting, will be assigned by the best method available to the employer
  - b. to depart the next day after posting, will not be assigned earlier than 5:30 P.M. the day of posting.
6. Trips shall be rounded off to the nearest quarter-hour for ease of operation of the extra trip board. This will not affect the
7. A complaint about the extra trip board shall not be directed at the person running it but should be taken to the Director of Transportation or his/her designee for discussion and action.
8. The extra trip board will be transferred to a poster-sized sheet, kept up to date, and prominently displayed for all drivers to see.

D. MINIMUM PAY

A driver shall not be paid less than one (1) hour's wages for any extra trip, unless that extra trip immediately precedes or follows a regular run or another extra trip.

E. NUMBER OF TRIPS DAILY

Drivers shall not drive more than two (2) extra trips per day. In case of an emergency, or if no driver agrees to drive, the supervisor shall assign a driver. Exceptions, when mutually agreed upon, by the Board and the Association, may occur on some of the shorter local trips.

F. MEALS

When the combination of a route and an extra trip of five (5) hours or more, or an extra trip of four (4) hours or more cause the driver to miss his/her normal breakfast, lunch, or dinner the driver may purchase his/her meal at a commercial establishment or submit receipts for packing a meal, the driver shall be reimbursed the cost of the meal or breakfast at the following rates: Breakfast - \$5.00; lunch- \$8.00; dinner - \$12.00, whichever is less. The driver must provide the district with a receipt for the meal purchased before reimbursement is made. Meal reimbursement shall be made on a monthly basis. It is recognized by the parties that specific trips may require deviation from the above amounts but such deviations must be approved in advance of a trip by

the supervisor. Drivers will be reimbursed for either breakfast or lunch on extra trips which are an extension of a regular morning run.

G. DRIVING TIME

Time for overnight trips shall begin at the time of leaving the bus garage until arrival at the destination and the parking of the bus for the night. Time shall begin again at the time of securing the bus for loading and continuing until the discharge of the bus at the bus garage. All meals and lodging for the bus driver shall be paid for by the school district upon presentation of receipts or proof of said meals and lodging expense.

H. DIRECT PAYMENT

All extra trips shall be paid for directly by the school district to the bus driver.

I. ADDITIONAL DRIVERS

The bus supervisor may assign two (2) drivers to an extra run if weather conditions or distance of trip warrants such arrangement. Both drivers will receive full pay.

J. OVERTIME

Extra trip assignments shall be adjusted such that payment of over-time will be avoided. If, however, the forty- (40) hour per week limit is exceeded, time and one-half shall be paid based on the driver's regular rate of pay for hours in excess of forty (40) hours. Overtime may be authorized at the discretion of the director of transportation.

**3.3 WORKING CONDITIONS**

A. SAFETY

The Employer shall assign work in compliance with applicable statues and governmental regulations relating to the safety of the person or the equipment.

B. WORKER COMPENSATION

Employees shall be covered by workers' compensation insurance under Michigan's Workers' Compensation law. Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation law, shall not have his/her accumulated sick leave days reduced while receiving pay through Michigan Workers' Compensation.

C. CLEANUP

Each bus driver is required to clean his or her bus each day. Cleanup shall be defined as cleaning the interior of the bus, cleaning exterior light lenses, the windshield, rear glass and mirrors, and checking for vandalism and lost articles.

D. OPERATION

Each bus driver shall be required to perform a visual inspection in accordance with Department of Education guidelines prior to operating a bus. This shall include checking fluid levels, and fueling a regularly assigned bus. A bus used for other trips must be fueled at the conclusion of the trip.

E. PHYSICAL PROTECTION

Employees may protect themselves, other employees, teachers, administrators, or students, from attacks, physical abuse or injury, or may prevent damage to school district property.

F. LEGAL PROTECTION

If any employee is subject to legal action by reason of an action taken by the employee within the scope of employment as defined by Board of Education and administrative policies, the Employer shall provide legal counsel for the defense of the employee, with the following conditions:

1. The Employer retains the right to name legal counsel, and to determine length of appeals, if any.
2. It is agreed that the employee must assist the named legal counsel in all possible ways.
3. The employee has the right to retain legal counsel at the employee's expense.
4. Time lost by an employee in connection with any incident mentioned above shall not be charged against the employee unless the employee is found negligent by a court of law, in which case the Board shall not be obligated to compensate the employee for time lost.
5. Time lost by an employee for appearance as a subpoenaed witness in any judicial or administrative proceeding arising out of the employee's employment shall be paid his/her full compensation and benefits for such time, provided the employee reimburses the employer for monies given to the employee as compensation for participation (mileage and meal reimbursements are exempt from inclusion of reimbursements to the employer).

G. MEDICALLY FRAGILE STUDENTS

Employees who are required to serve medically fragile students shall be provided appropriate training to deal with the special needs of the student they are assigned to. Such training shall be at the district's expense and at the employee's regular hourly rate. The parent or the legal guardian of the child will sign a statement acknowledging that a lay person is performing such services and that this is permissible with the parent or legal guardian.



## H. JOB DESCRIPTIONS

Changes in job descriptions will not be implemented without prior discussion with the Association (If any of the runs are changed by more than [plus or minus] 30 minutes per day they shall be subject to re-bidding with positions being awarded based on seniority). The parties agree to meet to discuss job description changes at least thirty (30) days prior to implementation of new ones. New job descriptions shall be distributed to all affected bargaining unit members and to all new bargaining unit members in that classification when hired by the district.

The Board will provide reasonable notification to the Association prior to changing minimum requirements for job descriptions and provide reasonable training opportunities for those employees within the Association who wish to participate in upgrading their skills.

## I. SCHOOL IMPROVEMENT

The parties do hereby mutually agree that the school improvement process currently in effect will continue. Any plan developed by the committees shall not be in conflict with the master agreement or board policy.

## J. ELECTRONIC SURVEILLANCE

The Association agrees that the District may install cameras in school buses for the sole purpose of helping to improve student behavior and, accordingly, student safety on district buses.

The parties agree that the driver will not be responsible for the tape, or its quality, or its existence. The District further agrees that the placement of the cameras on the buses will not be the responsibility of the driver unless the driver requests, and receives permission from the Driver Supervisor, to do so.

## K. DISPENSING MEDICATION

Employees may be required to administer medication to students when the following conditions are met:

1. The parents or legal guardians have given prior written approval for the administration of medication through school personnel;
2. The aforementioned permission is accompanied by written instruction from the attending physician or pharmacist
3. The medication will be in a current prescription bottle.
4. Appropriate prior training is provided with regard to medication protocol, equipment and procedures when deemed necessary. Only emergency medication and equipment will be transported with the student on the bus.

5. The medication and necessary equipment that is routinely used is delivered to the school site by the parents, legal guardians or an adult.
6. A dispensation log is maintained.

The employer shall indemnify and save harmless from any liability, employees who administer medication to pupils when directed to do so by school supervisory personnel, provided they have acted in a reasonable manner and followed the above conditions.

It is expressly understood that members of the bargaining unit will not deviate from this policy.

### **3.4 DISCIPLINE**

#### **A. JUST CAUSE**

Employees shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or occupational advantage, discharges, or other actions of a disciplinary nature) only for just cause. Discipline shall be subject to the grievance procedure.

B. In the case of dismissal, demotion, discharge or suspension of an Employee, the Association President shall be advised of the reasons for such action as soon as reasonably possible. Written notification of dismissal, suspension or other disciplinary action shall be sent to the Employee and the Association. Causes which shall be deemed sufficient for suspension, demotion, dismissal or other disciplinary action include, but are not limited to the following:

1. Unauthorized excessive absence from work.
2. Conviction of any criminal act that would damage the employee's effectiveness in the position they currently hold.
3. Incompetence
4. Insubordination
5. Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicants of any kind in any degree whatsoever.
6. Willful damage to school property, waste, or misappropriation of school supplies or equipment.
7. Deliberate falsification of records and reports

C. REPRESENTATION

An employee shall be entitled to have a representative for any disciplinary matter or when a discussion could result in disciplinary action being taken. The employee shall be advised by the Employer of the right to representation under this provision of the Agreement.

D. No suspension shall be effective for a period of more than ten (10) working days without the approval of the Board of Education.

E. A "demotion" shall be defined as a reduction in pay and shall not include involuntary transfers not subjecting the Employee to any reduction in pay. Involuntary transfers may occur with mutual agreement between the Board of Education and the Association.

F. The Board agrees that Employees shall not be disciplined, dismissed, demoted, or reduced in compensation without "due process" – Provided that the first \* ninety (90) workdays of employment all new employees shall be deemed "probationary employees", and dismissal of any such employee prior to completion of his/her probationary period shall be made at the sole discretion of the Board and shall not be subject to appeal under this Agreement.

*\*EXCEPTION See SECTION 2.4 for SERVICE CREDIT FOR SUBSTITUTE DRIVERS*

The following progressive discipline system shall be the normal practice of the Employer, except as the seriousness of the offense in the opinion of the Board shall otherwise require:

1. Discussion of the problem with the employee
2. Verbal written by supervisor
3. Written reprimand by supervisor and placed in the employee's personnel file
4. Suspension at half pay (employee does not report to work)
5. Suspension without pay
6. Discharge/ dismissal

G. Employees may submit a written statement of objection to the imposition of any of the above disciplinary sanctions, specifically stating any reasons why the disciplinary sanction should not be imposed, and such statement shall be included in the Employee's personnel file.

H. When the Board or its designee is investigating a complaint of such a serious nature that in Board's or its designees' opinion, the Employee should be removed from the workplace, such Employee shall be given a paid leave until the investigation is complete.

### 3.5 PHYSICAL ABILITY

#### A. EXAMINATIONS

The Employer reserves the right to require that an employee submit to a physical and/or psychological examination by qualified persons(s), in which case the Employer is entitled to all information relevant to job performance. If such person declares an employee is unable to fulfill his/her assigned obligations, the employee may request another examination to be performed by some other qualified person designated by the Employer. The Employer shall bear the full cost of these examinations, other than annual physicals.

#### B. BUS DRIVER PHYSICALS

Employees who drive bus shall submit to a physical examination annually as required by the Employer to meet the requirements of bus driver certification. The Employer shall designate one or more doctors and shall bear the cost. If the employee selects his/her own physician, the Board shall pay up to the amount that it pays its physician with the employee being responsible for any additional cost.

## SECTION 4 - LEAVES

### 4.1 PAID LEAVES

#### A. SICK/FUNERAL LEAVE

At the beginning of each school year each school year and calendar year employees shall be credited with six (6) days. The remaining six (6) days for school year employees and the remaining seven (7) days for calendar year employees shall be accrued at a rate of one (1) day per each month worked until all eligible days have been earned (e.g., if an employee starts the work year in September, then October 1<sup>st</sup> they will receive an additional sick day. If they work in October, then they will receive their second additional sick day on November 1<sup>st</sup> etc. This accounting shall continue until all additional days have been earned). The unused portion of such allowance shall be accumulative to one hundred eighty (180) days. An employee who is paid less than one hundred eighty (180) days in a year shall be credited a prorated share of the twelve (12) or thirteen (13) days. Leave days may be used for the following:

1. Personal Illness or Disability - The employee may use all or any portion of leave days accumulated to recover from illness or disability which shall include childbirth and complications of pregnancy.
2. Illness of an Immediate Family Member - The employee may take a maximum of five (5) days per illness of an immediate family member. In the event of serious or critical illness of a spouse, son or daughter, or other dependents that require the employee's presence beyond the five (5) days, an attending physician's note will be required.

3. Death in the Family - The employee may use days reasonably necessary in case of death in the immediate family.
4. Death of Close Friends or Relatives Outside the Immediate Family - No more than three (3) days including travel to attend the funeral of a close friend or relative outside the immediate family.

**B. PERSONAL BUSINESS LEAVE**

An employee may take two (2) days to be used for personal business reasons. An employee must request use of a personal day at least one (1) day in advance, in writing, except in emergency situations. Personal business days may be used to attend functions of immediate family members such as, but not limited to, field trips, college graduation ceremonies, or other school activities. Personal business days shall not be used in situations for which leave is provided under this Agreement, nor to extend vacations, holidays, or travel related thereto, nor for purposes related to a second income or seeking other employment or recreation. If necessary, the Employer may limit the number of employees taking personal business leave on any day.

If, for any reason, an employee is unable to use the aforementioned personal days within the applicable contract year, then all unused days shall be converted to sick leave days and will be added to the employee's sick leave accruals.

**C. COURT APPEARANCE**

Leave with pay not deductible from sick leave or personal leave shall be granted for court appearances in any case connected with the employee's work when the Union is not a party to the litigation. Paid leave of absence will be granted for jury duty, but any compensation received by the employee in the form of witness fees or jury pay, excluding expense reimbursement, will be given to the Employer to offset wages paid.

**D. UNUSED SICK DAYS**

When an employee who has ten (10) years' service in the district retires or resigns from the district, the employee shall receive a final payment of twenty dollars (\$20.00) for each accumulated unused sick leave day up to a maximum of one hundred eighty (180) days. A death benefit of \$700.00 or \$25.00 for each accumulated unused sick day, whichever is greater, shall be paid to the estate of an employee within thirty (30) days of death.

**E. ATTENDANCE INCENTIVE**

School Year Employees

On an annual basis, an additional amount of salary shall be granted for any employee whose absence for paid leave or personal leave does not exceed the following:

0 days - \$150                      1 day - \$100                      2 days - \$75                      3 days - \$25

F. RETURN FROM EXTENDED PERSONAL ILLNESS OR DISABILITY LEAVE

1. A paid extended personal illness or disability leave shall be defined as twenty (20) or more consecutive work days. Employees returning from such leave may be required to certify their ability to return to work at least five (5) working days prior to the requested date of return.
2. An employee returning from a paid extended personal illness or disability leave shall be placed in the position held at the time the leave was granted. An employee who has moved to fill temporary vacancy caused by the extended paid leave will be moved back to the position held prior to the leave. If the position no longer exists, the affected employee will be allowed to bid according to his/her seniority.

G. ASSOCIATION LEAVE

At the beginning of every school year, the Association shall be credited with five (5) Association Days to be used with no loss of seniority by officers or agents of the Association to conduct Association business. The Association must notify the Superintendent at least forty-eight (48) hours in advance of taking such leave. The Association will pay the cost of substitutes.

**4.2 UNPAID LEAVES**

A. LEAVES OF ABSENCE

Leaves of absence for reasonable periods not to exceed one (1) year may be granted upon request for:

1. Serving in any public position.
2. Maternity and child care leaves. Such leave may be extended for a reasonable period of time at the discretion of the supervisor.
3. Extended illness (physical or mental) beyond accumulated sick leave.
4. Prolonged illness in the immediate family.
5. Educational leave without pay for a period up to an academic year for each employee who wishes to attend school as a full-time student.
6. Short-term personal leave.
7. Military leave.

2. Other leaves approved by the Superintendent. Benefits shall not accrue during an unpaid leave.

In instances of unpaid absence caused by non-health related conditions (e.g., vacation trip and/or for personal reasons not covered in Section A of this article), the employee may take a total of five (5) unpaid days off before becoming responsible for the employer's share of the per diem cost of health insurance. On the sixth and succeeding such days the employee shall be responsible for the Board of Education's portion of the per diem cost of the health insurance premium while on unpaid leave of absence.

#### B. APPLICATION FOR LEAVE OF ABSENCE

An application requesting a leave of absence pursuant to this Article must be submitted to the Superintendent no later than two (2) weeks prior to the time the leave is to commence. Exceptions shall be made under extenuating circumstances. The Board reserves the right to limit to a reasonable number the employees on leave at one time. The request for the leave of absence must be in writing setting forth the reasons for the leave of absence and the anticipated length of time; and if requested, verification shall be submitted. Any extensions for leaves of absence shall be handled the same as the request for the regular leave.

#### C. RETURNING FROM UNPAID MEDICAL LEAVE

Employees returning from a medical leave of absence may be required to certify their ability to return to work at least five (5) working days prior to the requested date of the return. Employees returning from leave will generally fit into one (1) of three (3) categories. They are:

1. Returning Early: Employees returning early from leave of absence must submit a request to return to work in writing. Employees returning early from leave other than medical leave must wait for the next available position opening within their classification.
2. Returning on the Planned Date: Employees returning on the planned date will be placed in the position they left, if that position still exists. If the position does not exist they will be placed in a position which their relevant job related qualifications and seniority allow them to occupy. Should this cause another senior employee to be displaced, the provisions of Section 2.5 B.2. and B.3. shall be followed.
3. Returning after the Planned Date: Employees returning after the planned date must apply for an extension as described in Paragraph B. of this Section.

#### D. FAILURE TO RETURN

Failure to return from an approved leave on the agreed upon date shall mean the employee has voluntarily terminated his/her employment with the Employer.

## E. MAINTENANCE OF BENEFITS

Employees who desire to maintain their health care benefits during the period of the leave may do so by arranging to pay monthly in advance the cost of the premium to the Employer. The parties expressly recognize that it is the employee's responsibility to have the money in the business office in advance of the scheduled date of premium payment. Failure of the employee to do so shall result in the loss of health care coverage except in emergency situations approved by the Superintendent or his/her designee. It is understood by the parties that the employee may qualify under the Family and Medical Leave Act of 1993 for paid health care benefits for up to twelve (12) weeks while on unpaid leave.

## F. FAMILY MEDICAL LEAVE

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve months and worked at least 1,250 hours during the prior twelve-month period is entitled to twelve (12) work weeks of leave during any twelve-month period without pay but with group health insurance coverage maintained for one of the following reasons:

1. Due to the birth of the employee's child in order to care for the child;
2. Due to the placement of a child with the employee for adoption or foster care;
3. To care for the employee's spouse, child, or parent who has a serious health condition; or
4. Due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

### 4.3 Holidays (School Year Employees)

Employees shall receive full day pay for the Thanksgiving Day and the day after Thanksgiving but shall not be required to work on these days, provided that the employee was at work on the scheduled work days before and after Thanksgiving unless their absence is excused with a doctor's note which indicates that the employee was unable to work on the scheduled day in question.



## SECTION 5 - WAGES AND BENEFITS

### 5.1 WAGES AND REIMBURSEMENT

#### A. REGULAR WAGES

The Employer may alter the work schedule to the extent the Employer determines necessary to comply with applicable local, state or federal laws or regulations; the availability of utilities; or for other circumstances beyond the control of the Employer, except that in this latter regard if school is closed by reason of adverse weather or other emergency and employees are not requested to come in to work, they shall receive their regular rate of pay for such days up to two (2) days. It is expressly understood by the parties that the practices on snow days, Act of God days, and snow day delays that have been used by the district in the previous contracts of the bargaining unit members will be the continued practice for this Agreement with the exception of bus drivers.

Bus Drivers will not be required to work on snow days. Bus drivers who have "punched in" for work prior to the cancellation or announced delay of the start of school will be paid for time worked or two (2) hour minimum whichever is greater. Furthermore, if school is cancelled or delayed less than ten (10) minutes prior to a driver's punch in time and the driver is present, he/she will be paid a two (2) hour minimum.

Any employee notified by Director of Transportation to be on standby/on call, whether on the Employer's premises or otherwise, shall be paid their regular hourly rate for all hours on standby/on call but no less than a minimum of 2 hours at their regular hourly rate.

#### B. EMPLOYEE TRAINING

Employees will be paid their regular hourly rate while in attendance at classes required by the Employer or the State of Michigan. The employer may make available mandatory training by classification. All bargaining unit members shall attend training when notified at least fifteen (15) days prior to the training. Employees will be paid their hourly rate while attending such training. In the event of an emergency the employee may be excused with prior consent of the superintendent or his/her designee.

#### C. MILEAGE

Employees will be reimbursed at the IRS rate per mile when they are required to drive their own vehicles on official school business at the request of their supervisor.

#### D. COMMERCIAL DRIVER'S LICENSE

The Board shall reimburse drivers for the cost of renewing a Class-3 commercial driver's license.

E. EXTRA TRIP CANCELLATION

Bus drivers shall be paid two (2) hours of show up time if an extra trip is cancelled and the drivers are not notified at least one (1) hour before scheduled departure time from the garage. If the extra trip cancellation results in a driver losing hours from his/her regular schedule, he/she will be reimbursed at his/her regular rate of pay for the hours lost.

F. SALARY ADVANCEMENT

Bus personnel shall advance on the salary schedule each year with the first pay period following his/her anniversary date of hire This does not apply to longevity which is outlined in Section 5.1, Paragraph J.

G. WORK ASSIGNMENT

Any Employee asked by a Supervisor to temporarily (minimum one (1) day) assume the duties of another Employee will be paid on the employee's step in the new classification. An Employee's pay rate shall not be reduced by any temporary change in duties or because of any involuntary transfer.

H. Any overtime worked on a Sunday outside of an employee's normal scheduled hours, or on a listed holiday shall be paid at two (2) times the employee's base pay.

I. All overtime shall only be worked and paid for when authorized by the Superintendent or his designee.

K. LONGEVITY

After ten (10) years of service employees shall be entitled to longevity pay. The employee shall notify the district in writing of his/her anniversary date, at least two weeks prior to the date. Adjustments in pay, from the anniversary date forward, will occur in the next pay period after receipt of notification. No retroactive payment will be made. If written notice is not received at least two weeks prior to the anniversary date, approved longevity pay increases will begin the next pay after written notice is received. Longevity shall be paid on the following basis:

<u>In Years</u>	<u>Additional Cents per Hour</u>
11-15 years	\$0.28
16-20 years	\$0.43
21-25 years	\$0.58
26 years or more	\$0.73

These additional stipends are not cumulative. They are in addition to the top step on the relevant salary schedule.

## L. PRE-TRIP RATE OF PAY

1. To the extent that all Bus Drivers are required and paid to perform pre-trip inspections of their buses prior to any regular bus run, the Association and Employer agree to pay all Bus Drivers with regular bus runs (excluding extra trips which are set forth in Section 3.2 EXTRA TRIPS) their regular rate of pay times the number pre-trip hours times the number of weeks from the start of school to Christmas Break, from the end of Christmas Break to Spring Break and from the end of Spring Break to end of the school year.
2. All Bus Drivers shall receive their pre-trip rate of pay compensation in three installments annually: 1) in the payroll preceding Christmas break; 2) in the payroll immediately following Spring Break; and 3) in the last payroll in June.
3. The parties shall mutually agree prior to the start of each school year the number of weeks for the three intervals listed above where weeks are counted to calculate the pre-trip rate of pay.

## 5.2 EMPLOYEE BENEFITS

- A. In the school year 2011-12 employees that are scheduled to work 6.5 hours or more per day will be eligible to receive a cash-in-lieu benefit of \$3,600/\$300 per month.
- B. In the school year 2012-13 employees that are scheduled to work 6.5 hours or more per day will be eligible to receive a cash-in-lieu benefit of \$3,600/\$300 per month.
  - Each employee must select and pay for without any cost to the district either MESSA Choices II Plan A or B (as outlined below). The district will deduct the cost of either the Pak A or Pak B program from each employee's cash-in-lieu of benefit or remaining balance of premium through payroll deduction.

2011 – 2013 Plan A, for bargaining unit members selecting health insurance:

Health:	MESSA Choices II \$10/\$20 co-pay, \$100/ \$200 deductible and \$20 office visit co-pay
LTD:	60.00%, 120 Calendar Day Modified Fill, Pre-existing Condition Waiver, \$2500.00 monthly maximum on Benefits, Alcohol/Drug and Mental/Nervous-two years, Maternity Coverage, Freeze on offsets
Negotiated Life:	\$10,000 with AD&D
Vision:	VSP-2
Dental:	Delta Dental, Class I, II, III, +Max, 60/60s/50: \$1000, Class IV + Max, 60: \$600

Plan B: (for **ALL** bargaining unit members not selecting health insurance):

LTD (same as plan A)	
Negotiated Life:	\$15,000 with AD&D

Vision:  
Dental:

VSP3+  
Delta Dental, Class I, II, III, + Max, 60/60s/50: \$1000 Class IV +  
Max, 60: \$600

C.	Compensation	<u>2011-12</u>	<u>2012-13</u>
	0	\$12.29	\$12.29
	90	\$12.64	\$12.64
	181	\$13.01	\$13.01
	361	\$13.26	\$13.26
	541	\$13.53	\$13.53
	721	\$13.82	\$13.82
	901	\$14.07	\$14.07
	1081	\$14.33	\$14.33

Certified bus drivers who act in the Bus Aide capacity will earn bus driver wage.