

2014 - 2017

AGREEMENT

NEW BUFFALO AREA SCHOOLS

and

**NEW BUFFALO EDUCATIONAL
PERSONNEL ASSOCIATION**

This agreement entered into this day of June 27, 2014, by and between the New Buffalo Educational Personnel Association (MEA/NEA), as hereinafter referred to as the Union, and the Board of Education of the New Buffalo Area Schools, hereinafter referred to as the Board or the Employer.

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

ARTICLE I -- PURPOSE AND INTENT

- A. This Agreement is negotiated pursuant to the Public Employment Relations Act (PERA) to establish the wages, hours, terms, and conditions of employment for the members of the bargaining unit herein defined.
- B. This Agreement shall constitute a binding obligation of both the Employer and Union and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to the Agreement.
- C. This Agreement shall supersede and have precedence over any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms.
- D. 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 resolution of disputes which may arise as proper interpretation and implementation of this Agreement.

ARTICLE II -- RECOGNITION

- A. The employer recognizes the New Buffalo Educational Personnel Association, an affiliate of the Michigan Education Association and the National Education Association, as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et seq.; ("PERA"), for all full-time and regular part-time custodial/maintenance, bus drivers, mechanic, food service, clerical/secretarial, EMT and aide employees excluding bookkeeper/secretary, assistant bookkeeper, supervisors, student employees, substitutes, and all other employees.
- B. Unless otherwise indicated, use of the term "employee" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of employees covered herein, there shall be the following categories:

1. Full-time: An employee who is regularly scheduled to work 40 hours per week or more.
 2. Part-time: An employee who is regularly scheduled to work less than 40 hours per week.
 3. Probationary: An employee who is employed to fill a full-time or part-time position for a trial period of 60 working days in that position.
 4. School year employees: An employee whose employment follows the school calendar.
 5. Full-year employees: An employee who is employed to work on a twelve (12) month basis.
- C. New Employees: New employees shall not receive any benefits described in this contract until they complete 60 working days of service with the exception of insurance benefits as described in Appendix A after 30 calendar days.

ARTICLE III -- BOARD RIGHTS

- A. Reserved exclusively to the Board are all responsibilities, powers, rights, and authority vested in it by the laws and Constitutions of the State of Michigan and of the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement.
- B. The Board and the Association recognize that the optimum learning environment includes positive culture of learning and respect with a cooperative, collaborative, and collegial atmosphere shared by students, teachers, administrators, staff, parents, and community. Policies and practices adopted by the Board are intended to ensure a school culture of learning in which employees are promoting a friendly, cooperative environment.
- C. It is agreed that the Board hereby retains and reserves unto itself, without limitation, all the powers, rights, and authority which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, or those things covered by applicable law. These rights include, by way of illustration and not by way of limitation, the right to:
 1. Establish policies, manage and control the school district, its facilities, equipment, and its operations and to direct its working forces and affairs.
 2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel, and the scheduling of all personnel.

3. Hire all employees and, subject to the provisions of law, determine their qualifications, and the conditions of their continued employment or their dismissal, discipline, or demotion and to promote, assign, transfer, and lay off employees.
4. Determine the services, supplies, and equipment necessary to continue its operations.
5. Determine the numbers and location or relocation of its facilities and work stations and bus routes.
6. Adopt rules and regulations, as long as they are not inconsistent with this Agreement or law and to determine essential job functions and position descriptions for all bargaining unit positions.
7. Determine the financial policies, including all accounting procedures.
8. Determine the size of the administrative organization, its functions, authority, amount of supervision, and structure of organization.

D. Contract Interpretation:

In the event of a claim of misinterpretation or misapplication of this Agreement, the integrity of the Board's rights as delineated in this Article shall be preserved.

E. Limitation on Board Rights:

The exercise of the above powers, rights, and authority by the Employer and the adoption of policies, rules, and regulations shall be limited only by the express terms of this Agreement.

ARTICLE IV -- SENIORITY

- A. An employee's seniority shall date from such employee's most recent starting date of work in each classification of the bargaining unit described.

Bus Driver
 Food Service
 Custodian/Maintenance
 Secretary/Clerk
 Mechanic
 Para-professional: Library/Classroom/B.A.S.E./Recreation/Technology/Library
 Assistant/Lunch

- B. If more than one employee has the same date of hire, position on the seniority list shall be determined by drawing lots.
- C. The Employer shall annually (by November 1) provide to the Union a list of the employees arranged in order of their classification seniority. The Union shall have thirty (30) calendar days after receipt of said list to make any objection regarding the accuracy of the list. Absent such objection, the Employer's list shall be conclusive.
- D. A laid off employee shall neither accrue nor lose seniority during any period of layoff.
- E. Seniority shall be lost by an Employee upon termination, resignation, retirement or transfer to a non-bargaining unit position.

ARTICLE V -- GRIEVANCE

A. Dispute Definition and Process: A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement. Written grievances as required herein shall contain the following:

1. It shall be signed.
2. It shall contain an explanation of the facts giving rise to the alleged violation.
3. It shall cite the section or subsections of this contract alleged to have been violated.
4. It shall contain the date of the alleged violation.
5. It shall specify the relief requested.

The Employer shall not be obligated to process formal grievances which are not in compliance with the above standards. Should the Employer reject a grievance on this basis, it shall give written notification to the involved employee and Union steward stating what standard is not in compliance and allowing the grievance to be resubmitted within the time lines.

- B. Informal Step: If an employee or the Union believes there is a grievance, the matter shall first be discussed with the supervisor within ten (10) business days after the occurrence of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this manner.
- C. First Step: If the matter is not resolved at the informal step above, the grievant shall submit the grievance, in writing, to the supervisor within five (5) business days after the informal process has been completed. The supervisor will respond in writing within ten (10) days.

- D. Second Step: Those grievances which have not been settled in the First Step and are to be appealed to the Second Step shall be submitted in writing to the Superintendent within ten (10) business days after the completion of the First Step, and shall state the facts upon which the grievance is based, when they occurred, and shall be signed by the employee who is filing the grievance or an officer of the Union when the Union is filing the grievance. The Superintendent or designee shall meet with the grievant and/or Union representative or representatives within five (5) business days after receipt of the grievance to consider the grievance. The Superintendent shall give a written answer to the aggrieved employee and/or the Union representative or representatives within twenty (20) business days after the date of this meeting. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Superintendent.
- E. Process to Arbitration: If the grievance has not been settled in the Second Step, the Union representative or representatives and not the individual grievant may process grievance to arbitration provided such submission is made within twenty (20) business days after receipt of the Second Step answer.
1. All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules and Regulations then obtaining within the time specified above and such rules shall govern the arbitration hearing.
- F. Arbitration: It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigations to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 2. The arbitrator shall have no power to establish salary scales.
 3. The arbitrator shall have no power to rule on any of the following:
 - a. The termination of services of any probationary employee.
 - b. Any claim or complaint for which there is an available remedial procedure in any forum established by law.
 - c. Any matter involving the content of an evaluation, unless it is a claim of failure to follow contract procedures.

The arbitrator shall have no power to change any practice, policy, or rule of the Employer nor to substitute his/her judgment for that of the Employer as to the reasonableness of any such practice, policy, rule, or any action taken by the Employer. The arbitrator's power shall be limited to deciding whether the Employer has violated the expressed articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the employer from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.

The arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of the Employer to decide, except as it may be specifically conditioned by this Agreement.

There shall be no appeal from an arbitrator's decision if made within the scope of his/her authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved, and the Employer, and either party may seek to enforce the decision in a court of competent jurisdiction.

Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or Union. Failure of any Employer representative to respond at any level within the time lines specified shall enable the Union to move to the next level at the grievance procedure within the designated time lines.

"Days" shall be defined as days the Administrative Office is open. Processing of all grievances shall take place after school hours.

The Board/Union will split the cost and fees of any arbitration.

G. Meeting Guidelines: The presentation and discussion of grievances provided for in this Article shall take place outside of the regular work hours, except during the first step of this procedure which will be held during work hours so long as all persons involved could so meet without interference with their assigned duties. This provision does not apply to an arbitration hearing. Such procedures shall remain confidential unless subject to the Freedom of Information Act or applicable law.

H. Disclosure: Neither the Employer nor the Union shall be permitted to assert in arbitration any grounds or to rely on any evidence not previously disclosed to the other party prior to the arbitration process.

ARTICLE VI -- UNION RIGHTS

- A. **Rights:** The Union and its representatives shall have the right to use Employer buildings at reasonable hours for meetings in accordance with the Employer's building use policy.
- B. **Representatives:** Duly authorized representatives of the Union shall be permitted to transact official Union business on Employer property at reasonable times provided that this shall not interfere with or interrupt normal operations. Such representatives who are not District employees shall sign in - sign out at the Superintendent's office.
- C. **Notices:** The Union shall have the right to post notices of activities and matters of Union concern on a designated bulletin board which are not disruptive and do not interfere with the work of the employees. Union representatives may place Union materials in the employee mailboxes or email after hours.
- D. **Use of Employer Equipment:** Abiding by all District policies, the Union may use the Employer's equipment at reasonable times when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.
- E. **Leave for Union Business:** The Union shall be allowed to use up to six (6) days per year for Union business. Up to three (3) employees per day may use Union business leave. Union business shall not include picketing or organizing any school district or other employer. The Union shall reimburse the district for the employee's wages, including employer's MPERS contributions on those wages, for such leave days.

ARTICLE VII -- DISCIPLINE OF EMPLOYEES

- A. **Discipline Defined; Probation and Seniority:** After completion of the probationary period, no seniority employee shall be disciplined or discharged without just cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions without pay, or discharges. Written notification of dismissal, suspension, or other disciplinary action shall be provided to the employee within three (3) days of the discipline.
- B. **Union Representative:** An employee is entitled to have present a Union representative during any meeting which will lead or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the employee until such Union representative is present, provided a delay of not more than one (1) working day shall result.

ARTICLE VIII -- VACANCIES, PROMOTIONS, AND TRANSFERS

- A. Vacancy: A vacancy shall be defined as a newly-created position or position open by resignation, retirement, or termination that the Board intends to fill.
- B. Posting Vacancies: All vacancies shall be posted in a conspicuous place in each building of the district for a period of five (5) work days. Said posting shall contain the following information:
1. Type of work
 2. Location of work
 3. Starting date
 4. Rate of pay
 5. Hours to be worked
 6. Classification
 7. Position Qualifications
- C. Permanent Vacancies: The Employer declares its intent to give consideration to present employees, including the employees' seniority within a classification and attendance and job performance.
- D. Temporary Assignments: Any bargaining unit employee who temporarily assumes the duties of another bargaining unit employee for sixty (60) days or less will be paid the regular rate for those duties. An employee's pay rate shall not be reduced as the result of any temporary change in duties.
- E. Involuntary Transfer: Prior to an involuntary transfer, the Superintendent shall have a conference with the employee as to the rationale for such transfer.
- F. Involuntary Transfer/Salary Adjustments: An employee shall not be placed on a lower step/wage due to an involuntary transfer for the first sixty (60) calendar days after the transfer. Thereafter, salary adjustments shall be instituted based on the new classification.
- G. Summer Vacancies: If a vacancy occurs during the summer months (June, July, August), the Employer shall give notice of same to the local Union President via U.S.-mail and email.
- H. Promotion or Transfer: In the event of promotion in or transfer from one classification to another, the employee shall be given a thirty (30) workday trial in which to show his/her ability to perform on the new job. If the employee is unable to demonstrate ability, as determined by the Employer, to perform the work required during the trial period, or at the option of the affected employee, the employee shall be returned to his/her previous assignment. The Employer will be able to use a substitute in the former position.

ARTICLE IX -- WORKING CONDITIONS

- A. Job Descriptions: Job descriptions will include, at a minimum:
1. Job title and description.
 2. Position qualifications
 3. A statement of essential job functions.
- B. Compensation: The basic compensation of each employee shall be as set forth in Appendix "B." There shall be no deviation from said compensation rates during the life of this Agreement.
- C. Off Schedule Payment: For the lifetime of this agreement, an annual off schedule payment will be paid on the first pay in September, based on the total annual compensation received. Payments will be made in the amounts: \$350, \$650 or \$850.
- D. All hourly employees must use the District electronic clocking system.
- E. Overtime: The following conditions shall apply to all overtime worked:
1. Time and one-half will be paid for all hours worked over forty (40) hours in one (1) week. Custodial overtime shall be offered on a rotating basis according to seniority. Sunday and holidays will be overtime unless it is part of a regular weekly assignment.
- F. Work Schedules: The supervisor of each classified area shall set the daily and weekly work schedule. Bus routes are assigned by the transportation supervisor, as are field trips, subject to the provisions of Article XVI. No overtime is permitted without the prior approval of the Superintendent.
- G. Work Breaks and Lunch: One fifteen (15) minute relief period may be taken for each consecutive four (4) full-hours worked subject to supervisor's approval as to the time of such breaks.
- H. Emergency Call-In: The minimum call-in (not text) for emergency situations shall be two (2) hours.
- I. Discipline of Students: The Employer shall assist employees with respect to the maintenance of control and discipline of students in the employees assigned work area based on Board policy and administrative guidelines.
- J. Emergency Closing and Snow Days: Hourly employees who work on days which school is closed for emergencies, shall be paid for such days. Hourly employees who do not work on snow days, shall be compensated their regularly scheduled hours for

the first six (6) canceled work days. If additional cancellation days (seventh [7th] or more) are needed, only worked hours will be paid.

No employee shall lose compensation as the result of a delayed start of a school day.

Custodial, maintenance, and secretaries who work shall be paid for those days as follows:

1. Full day closing: paid for the number of hours worked only.
2. Partial day closing: paid for full day if sent home by supervisor; otherwise, paid for the number of hours worked only.

ARTICLE X -- VACATIONS AND HOLIDAYS

A. Vacation Credit: A full-time employee must be employed full-time for a full-year (consecutive period of twelve (12) months) to accumulate vacation credit. After one year, an employee is entitled to one week vacation with pay; after two years, two weeks' vacation with pay; after five years, three weeks' vacation with pay; and after 15 years, four weeks of vacation. Vacation credits will be established on July 1 each year. For the purposes of implementing this section, the NBEPA and NBAS agree to continue to use the spring vacation selection period, i.e., allowing the most senior employees to select first. In addition, an employee who will achieve an anniversary year which grants more vacation credit, vacation can be requested beginning with the anniversary date for the first two years. Beginning year three (3), vacation credits will be granted effective July 1. July 1 – June 30: Vacation time is not cumulative, and persons terminating their employment for any reason shall not be compensated for unused vacation time. This is not paid released time. The employee will be compensated per the above during regularly scheduled non-work time.

Vacation time must be requested in advance to the supervisor. Final approval for-vacation time rests with the supervisor. The supervisor is not required to grant vacation leave to more than one employee per classification at any given time. In the event an employee is or has been on an unpaid leave of absence vacations shall be pro-rated.

Vacation is to be used on non-instructional days unless approved by supervisor.

B. Holiday Pay, Probationary Period: No employee shall receive paid benefits until they complete the requirements in Article II, Section C. Employees shall be paid holiday pay based on their regularly scheduled hours. An employee qualified to receive holiday pay must be present for work the full-shift on the workday preceding

the holiday and for their full shift on the workday after the holiday, except when an absence is approved. Holidays that occur during a vacation period for 52-week employees will be paid holidays.

C. Paid Holidays: Employees, other than those in a probationary period, shall be granted paid holidays as indicated below, provided that school is not scheduled for students on that day. Employees regularly scheduled on Sundays will receive holiday pay for Easter Sunday.

1. Full-year employees: Great Americans' Day, Good Friday afternoon, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve Day, and New Year's Day.
2. School-year employees: Great Americans' Day*, Good Friday afternoon, Memorial Day, Labor Day, Thanksgiving Day, the day following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day and New Year's Day.

*In the event school is in session on Great Americans' Day, either an alternative paid holiday will be determined or bargaining unit members shall receive holiday pay in addition to regular pay for that day.

D. Good Friday: Employees covered under this contract shall receive, as holiday pay, one-half of their regularly scheduled Friday hours. Bus drivers and food personnel will work as needed and receive, as holiday pay, one-half of their regularly scheduled Friday hours.

ARTICLE XI -- LEAVES

A. Paid leaves:

For purposes of this contract, a day is considered to be an employee's regular schedule of daily hours. Employees who work less than 21 per week, will be given half of the paid leave of full time employees (five sick days and one personal day) as of 7/01/15.

1. Sick and Funeral Leave:

- a. Sick leave: Sick Leave may be used only for personal illness or illness in the immediate family: mother, father, spouse, children, relatives living in the same household, grandparents, or grandchildren. The employee must notify his/her supervisor when he/she is going to be absent as early

as possible before the absence.

- b. Funeral Leave: Employees will be granted up to five (5) days' absence due to death in the immediate family. Immediate family shall be defined as: spouse, mother, father, children, siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, and relatives living in the same household. Other funeral leave shall be granted with permission of the supervisor and Human Resources. These days shall not be discounted from sick leave and shall not be accumulative.
- c. Sick Leave and Funeral Leave Form: The employee shall complete a form prepared by the Central Office indicating the reason for taking his/her sick days. Sick days and hours will be rounded to the nearest tenth to coincide with computer record keeping.
- d. Number of Days Available:
 - 1. New Employee Credit: New employees will earn one (1) day per month, beginning with the first day of the month. New employees could then use an earned day on or after the first of the next month. An employee hired after the beginning of the year who works six or more months in the preceding year, would be given their days on July 1.
 - 2. Full-Year Employees: After 12 consecutive months granted on July 1, twelve days/year accumulative to one hundred fifty (150) days maximum.
 - 3. All School-Year Employees: After 12 consecutive months granted on July 1 of each year, ten (10) days/year, accumulative to one hundred fifty (150) days maximum.
 - 4. Accumulated Credit: The employer shall furnish each employee with a written statement on their paystub each pay period.
 - 5. Compensation, Accumulated Sick Leave, Retirement: Employees retiring after fifteen (15) or more years of service at New Buffalo Area Schools, shall receive \$25 per day of accumulated sick leave to a maximum of \$1,250.
- e. Personal Illness (Incapacity to Work): Doctor verification of

illness may be required by the Board for any illnesses lasting five (5) consecutive working days or more, or whenever misuse/abuse is suspected.

- f. Workers' Compensation: If an employee is released from work by a physician due to a work related injury or health condition, he or she shall immediately, in writing, choose one of the following:
 1. The employee may agree to terminate sick pay pending a determination of their eligibility for worker's compensation benefits. If the employee is determined to not be eligible, he or she may use accrued sick leave benefits and will be compensated accordingly in the next scheduled pay period.
 2. The employee may choose to use accrued sick days pending a determination of the employee's eligibility for worker's compensation benefits. If the employee is eligible for workers' compensation, he or she will have to repay the District all compensation received and the sick days would be restored.
2. Personal Days: Employees will receive two (2) personal business days per year in addition to sick leave benefits. Any unused personal days shall be added to the employee's.
 - a. Use of Personal Business Day: A personal business day may be used at the discretion of the employee except that personal business days shall not be used for any type of recreational pursuit, and the day prior to or the day following a vacation period or holiday, except with permission of the supervisor.
 - b. Written Notification: Written notification of a business leave request shall be submitted to Human Resources using the form prepared by the school five (5) days in advance of the intended absence, except in an emergency.
 - c. Approval: All leaves granted for personal business shall be subject to the approval of the supervisor/Human Resources prior to their being granted.
3. Jury Duty: The Board will release employees who are called to jury duty during regularly assigned work time without loss of compensation. An employee is expected to report for regular school duty when temporarily or permanently excused from attendance at court.

B. Unpaid Leaves:

1. Written Authorization: A leave of absence is a written authorized absence from work for not more than one (1) year at a time and without pay. A leave shall be granted, denied, or extended in the sole discretion of the Superintendent upon written request for such leave by the employee who shall state the reason for the leave upon the application.
 2. Extensions: Any request for extensions shall be submitted in writing to the Superintendent prior to the expiration of the time requested.
 3. Due to Illness: Leaves requested due to illness must be accompanied by a physician's certificate that the employee is unable to perform the essential functions of his/her position and the reason(s) therefore. Physicians' statements shall be by a medical doctor (M.D.) or a doctor of osteopathy (D.O.). The Employer shall have the right to independent medical verification (at the Employer's expense) before the employee is permitted to return to work or may allow verification from the employee's physician. Renewal of leave shall be at the discretion of the Employer.
 4. Seniority: An employee on an unpaid leave shall neither gain nor lose seniority.
 5. Returning to Work: An employee returning from a leave of absence shall be placed at the experience (pay) level appropriate to their seniority.
 6. Military Leave: Military and National Guard leave shall be granted in accordance with state and federal law.
 7. Filling the Position on a Temporary Basis: Positions held by an employee on an unpaid leave shall be filled on a temporary basis at the Employer's discretion.
 8. Reinstatement: Employees returning from an unpaid leave shall be reinstated to the same position and classification held when the leave began subject to the layoff and recall provisions.
- C. Family and Medical Leave Act: Pursuant to the Family and Medical Leave Act of 1993, as amended, the Employer shall abide by the provisions of the Act and shall provide leave for situations stated in NBAS Board policies 3430.01 and 4430.01
- D. Postings: The job of an employee will be posted for bidding when the employee has been on a paid or unpaid leave for twelve (12) consecutive weeks. An employee returning from leave after twelve (12) weeks will be returned to his/her prior job, if it

remains in existence, and the employee who is displaced shall be allowed to bump a less senior employee within the classification.

ARTICLE XII -- EMPLOYEE EVALUATION

- A. **Process Times:** Each classified position has a job description, and each employee is given a copy upon beginning employment. Annually, or as job descriptions are amended, employees shall be provided a copy of their job description and the evaluation instrument. Employees shall be evaluated not less than annually during the first two (2) years of employment. During the third year of employment and each year thereafter, employees shall be evaluated at least once every two (2) years.
- B. **Reviewing Contents of Evaluation File:** Each employee may request to review the contents of his evaluation file. Each employee will be evaluated in writing by their direct supervisor or a qualified individual.
- C. **Written Final Evaluation:** All evaluations shall be reduced to writing and a copy given to the employee within ten (10) days of the completion of the final evaluation. If the employee disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question within ten (10) days of being provided a copy of the evaluation. If the supervisor believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms. A Plan of Improvement shall be provided as per Board of Education policy.
- D. **Signatures:** Following each formal evaluation, which shall include a conference with the evaluator, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. All written evaluations are to be placed in the employee's personnel file. At the completion of the probationary period, an evaluation of the employee's work shall be completed following the procedures of this provision.
- E. **Non-Renewal:** In the event a non-probationary employee is not continued in employment, the Employer shall advise the employee of the specific reasons therefore in writing.

ARTICLE XIII -- LAYOFF AND RECALL

- A. **Layoff:** "Layoff" shall be defined as a reduction in the hours, and/or positions of bargaining unit members.
- B. **Compensation and Benefits:** If the Employer determines to lay off employees, it shall have the right to eliminate positions and/or reduce working hours. Compensation and fringe benefits shall be suspended during any period of layoff. Employees shall be provided a twenty-one (21) calendar day notification of the intent to layoff absent extenuating circumstances.
- C. **Order of Layoff:** Employees shall be laid off within a classification in the following order provided there are more senior qualified employees in the classification.
1. Probationary employees.
 2. Employees shall be laid off and recalled according to their seniority in classification. An employee on scheduled layoff shall have the right to displace a lesser seniority person in the same classification or use their accrued seniority in another classification to displace a less senior employee in that classification. An employee, whose job which is eliminated, shall have the same rights as if being laid off.
- D. **Recall from Layoff, Seniority:** The most senior employee in the classification shall be recalled first, provided that the employee is qualified to perform the duties of the posted position to be filled. If the employee shall fail to report for work within five (5) days from the date of receipt of the notice of recall sent via registered mail or personal service, unless an extension is granted in writing by the Employer, the employee shall be considered a voluntary quit and shall automatically terminate his employment relationship with the Employer. The obligation of the Employer to recall a laid off employee shall terminate three (3) years following layoff. New employees in the classification group shall not be hired while there are laid off employees for vacancy or a newly-created position.
- E. **Seniority, COBRA:** Employer paid insurance benefits shall continue until the end of the month during which layoff occurred. Employees on lay off may continue insurance benefits consistent with COBRA.
- F. **Change of Address:** It shall be the responsibility of each employee to notify the Employer of any change of address, email, or phone number. The address, as it appears on the Employer's record, shall be conclusive.

- G. Substitute Priority Status: A laid off employee shall, upon application and at his/her option, be granted priority status to substitute according to his/her seniority.
- H. Declining Recall: An employee who declines recall to an equivalent position as to pay, hours and benefits previously worked shall forfeit seniority rights. If an employee is recalled to a position with a lower rate of pay or fewer hours, the employee may accept the position without loss of recall rights to their former classification provided it still exists.

ARTICLE XIV -- MISCELLANEOUS

- A. Invalid Provisions: If during the life of this Agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. If any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions to the extent that such negotiations are permitted by law or state regulations.
- B. Agreement Supersedes Prior Agreements and Past Practices: There are no understandings, agreements, or past practices which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. It is understood that any amendments to this Agreement must be in writing and mutually acceptable to each party.
- C. Sole Source of Rights and Claims: It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understanding, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted. This Agreement shall supersede rules or regulations of the Board, Union or employees which are inconsistent with or contrary to its specific terms.
- D. Negotiating Teams: Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, and consider proposals. Digital copies of this Agreement shall be available at the expense of the employer within thirty (30) days after execution of this Agreement and presented to employees.
- E. Alcohol and Drug Policy: In an effort to improve safety and health, including elimination of the presence and influence of illegal substances and alcohol from the

workplace, the parties hereto agree to the drug and alcohol testing program as set forth in Appendix "C" of this Agreement.

- F. Maintain Current Address: All employees are expected to maintain a current address, email, and phone number (if available) with the Business Office.
- G. EMT: The district shall provide for the cost of required training and certification annually for an employee who is not classified as an EMT but is qualified as an EMT and performs EMT duties for the district.

ARTICLE XV -- STRIKES AND LOCKOUTS

- A. Principle of Appropriate and Peaceful Means: The Employer and the Union subscribe to the principle that differences should be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program.
- B. Union Commitment: Accordingly, the Union and/or its members agree that, during the term of this Agreement, it or they shall not direct, instigate, participate in, encourage or support any strike against the employer by any member or group of members.
- C. Employer Commitment: Also, the Employer agrees that, during the terms of this Agreement, it shall not direct, instigate, participate in or support any lockout against the Union by the Employer.

ARTICLE XVI -- BUS DRIVERS

- A. Annual Bid Meeting: A bid meeting shall be scheduled approximately one (1) week before the first day of school for students. During the week before the bid meeting, drivers will be notified of the bus/van routes, and shuttles included in each assignment and the established time for each. At the meeting, all known bus routes, and shuttles shall be posted, including the length and estimated time. Drivers shall choose routes and shuttles on the basis of seniority.
 - 1. Attendance at the bid meeting shall be mandatory unless an emergency absence is approved by the Transportation Director. Drivers who are unable to attend may submit their bid by written proxy.
 - 2. In the event a bus driver, who qualifies for insurance based on the route selection in A. above, has their route time reduced during the year to a level that does not qualify for insurance, the bus driver will be offered the

opportunity to select another route being driven by the least senior driver that also qualifies for insurance, if there are any such routes available.

3. Once drivers accept trips, they cannot put it back without three (3) school days' notice of the trip unless an emergency exists, provided they had at least four (4) days' notice of the trip.

B. Physical Examinations: All drivers must pass required physical examinations. Physical examinations shall be given by a school-designated physician and the employee shall be reimbursed for the cost of the physical after 90 days of employment.

C. Certification and Training: Bus drivers must satisfy all certification and training requirements adopted by the State of Michigan and the Employer. Bus drivers must be certified and qualified to operate every vehicle (lift-bus, bus, and van), enabling a bus driver to take any route or shuttle. The Employer shall reimburse a bus driver for his/her CDL license renewal. However, if a bus driver is separated from employment within the lifetime of the license, vehicle group designation, or vehicle endorsement, for any reason except retirement or layoff, the bus driver shall have deducted from his/her final paycheck a pro rata share of the cost of the license, group designation, and/or endorsement based upon the number of years remaining on said license, group designation, or endorsement.

D. Exclusion from Fleet Insurance, Dismissal: Exclusion from coverage on the Employer's fleet insurance policy shall be grounds for immediate dismissal.

E. Meal Reimbursement: Bus drivers shall be reimbursed for meals while on trips of more than four (4) hours as follows:

Breakfast:	(5:00 – 11:00 a.m.)	\$ 8.50
Lunch	(11:00 a.m. – 4:00 p.m.)	\$ 8.50
Dinner	(4:00 p.m. – 12:00 a.m.)	\$11.00

Receipts for reimbursement must be provided and the food purchased must be purchased during the time specified.

F. Canceled Route, Shuttle or Trip: If a driver reports to drive a trip and it is canceled without giving the driver prior notice, the driver shall receive two (2) hours pay at his/her driving time rate, provided the driver was not previously notified of the cancellation. This shall apply only to runs/trips scheduled on other than a normal school day.

On school days, if a driver loses their regular run because of reporting to drive a trip that is canceled without prior notice, the driver will be compensated their regular pay lost on the regular run that he/she would have driven and will not receive pay for the canceled trip.

If a driver reports to drive a regularly scheduled route and it is canceled without giving at least a one-half hour notification (before pre-trip begins), the driver shall receive the regular pay of the route he/she would have driven.

- G. Compensation, Bus Breakdown: The Employer shall pay the driver his/her driving time rate if the driver has to stay with the bus when it breaks down.
- H. Extra Trips, Seniority: Extra trips shall be offered to the most senior driver on a rotating basis. However, drivers may "trade" trips if both drivers and their supervisor agree. Drivers may be temporarily disqualified from extra trip eligibility for disciplinary reasons.
- I. Compensation, Pre and Post Inspections: Drivers are required to perform routine vehicle safety inspections as directed by the Supervisor. Failure to perform these inspections will be considered a serious safety violation and can result in disciplinary action. Drivers will be paid ten (10) minutes for all required pre-trips when they are required to check under the hood, five (5) minutes for all other pre-trips, and five (5) minutes for all required post trips.
- J. Compensation, December 15 – March 1: Between December 15 and March 1, the run rate will be increased by ten (10) minutes for run times of 45 minutes or more. Run time may also be adjusted due to road construction or other factors affecting the run time.

Route time may also be adjusted due to road construction, weather, or other factors affecting route time.
- K. Reimbursement, Out-of-Pocket Expenses: Drivers will be reimbursed for out-of-pocket expenses within one week after submittal of receipts.
- L. Posting of Routes: Regular routes will be posted (when vacated after the bid meeting) and offered to the most senior driver making application.
- M. Substitutes: The substitution of routes shall be offered to the most senior available driver.
- N. Route Change: Drivers shall be compensated for their full route pay unless notified of a permanent change in their route at least three (3) days before the change takes effect.
- O. Compensation, Meetings: Bus drivers shall be paid at the regular driving rate per Appendix B for all inservices and meetings. Bus drivers shall be paid at least one hour for required meetings including the annual bid meeting and fall, winter, and spring sports assignment meetings. Bus drivers will be paid actual time at the driving time rate for required drug or alcohol testing activities, if they extend beyond normal work time.

- P. Bus Cleaning: Drivers can be paid up to one (1) hour each week at the driving time rate for inside cleaning and fueling their buses/vans.
- Q. Emergency Contact: If no supervisor is available in the bus garage, drivers shall be provided with district cell phones along with emergency contact numbers.
- R. Shuttles: All shuttles shall pay a minimum of one (1) hour. If the shuttle is less than 45 minutes, the pre-trip inspection compensation will be included in the one (1) hour.

ARTICLE XVII -- EMPLOYEE RIGHTS

- A. Assaulted or Threatened on Duty: Any employee who is assaulted or threatened with bodily harm by an individual or a group while carrying out his/her assigned duties shall as soon as possible notify his/her building principal or supervisor who shall notify the Superintendent's office as soon as possible.
- B. Cooperation with Law Enforcement: The Board's administrative and supervisory personnel shall cooperate fully with law enforcement authorities in connection with the latter's investigation and prosecution of any such offense. If court attendance is required of the employee in connection with the prosecution by the district of any such offense, the employee shall suffer no loss of pay for absence for such court attendance.
- C. Personal Property: Employees who provide evidence of loss of personal property that is essential to the employee's performance such as clothes or a personal vehicle, but excluding non-essentials such as radios, works of art, etc., shall not be unreasonably denied reimbursement when the loss arose out of the course of employment. A maximum of \$250 reimbursement will only be made if the loss is not covered by or collected from an insurance policy.
- D. Rights of Parties: Nothing contained in this Agreement shall be construed to deny or restrict to any party those rights they may have under the Michigan Revised School Code and other statutes.
- E. Review Contents of Personnel File: Each employee shall have the right, upon written request, to review the contents of his/her own personnel file, with the exception of those materials excluded from the definition of a "personnel record" in Section 1 of the Bullard-Plawecki Employee Right to Know Act. A representative of the Union may, if the employee so desires, be requested to accompany the employee in such a review.

No material including, but limited to, student, parental, or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material and the complaint has been validated by the Employer. Complaints against

the bargaining unit member shall be put in writing with the names of the complainants, (except where the identity of the complainant is due to conflict with child protection law) administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE XVIII-- DURATION

This agreement shall become effective as of this 27th day of June, 2014 and the terms and provisions thereof shall remain in full force and effective through the 30th of June, 2017. It is understood and agreed that the parties shall begin negotiations not less than sixty (60) days prior to the end of this Agreement.

New Buffalo Educational
Personnel Association

New Buffalo Area Schools

President

Superintendent of Schools

Date: _____

Date: _____

Approved by the New Buffalo Area Schools Board of Education: 6/30/14

Letter of Agreement Between
The New Buffalo Area Schools
And
The New Buffalo Educational Personnel Association (NBEPA)

The above named parties agree to the following provisions regarding the Master Agreement ratified on June 30, 2014:

1. This letter of understanding shall expire on June 30, 2017 and may be revised and renewed each year thereafter by mutual written agreement of the parties.
2. This letter of understanding is not precedential and does not bind the parties beyond its express terms.
3. Article IX - Working Conditions, Section C, pg. 10 denotes a change in Off Schedule payment of \$350, \$650, or \$850. For those people who received \$500 - they will receive an additional \$150 ASAP to correct the error.
4. Article XI - Leaves, Section A, 1 pg. 12 Sick Leave: This sentence will be added: "Employees who work less than 21 hrs. per week will be given half of the paid leave of full time employees. (5 sick days and 1 personal day).
5. Article XI - Leaves, Section 2: Personal Days: It is agreed that the "Employees working less than 21" shall be removed.
6. It is agreed that a new classification be added to page 26 of the agreement. Said classification shall be called: Driver W/O full Bus Certification

Begin	+2	+3	+5
\$12.00	\$12.25	\$12.50	\$13.00
7. Article XVI - Bus Drivers, Section C: Certification and Training. Add the word "Bus" prior to the word driver in each sentence in paragraph one.


NEW BUFFALO AREA SCHOOLS

By 

Its Superintendent

Date: 1-5-15

NEW BUFFALO EDUCATIONAL
PERSONNEL ASSOCIATION

By 

Its NBEPA President

Date: 1-5-15

APPENDIX "A" - INSURANCE

Section 1: Insurance Benefit Year: The insurance benefit year shall be September 1 – August 31.

Section 2: For the life of this agreement, the insurance coverage shall be as follows for all those eligible for insurance:

Plan A (for those taking health insurance):

Health: MESSA Choices II 200/400, 10/25/50, \$10/\$20 Rx Card
LTD: 66 2/3% of Max. Annual Salary of \$3000
90 Calendar Day Modified fill
Life: \$40,000 AD&D
Vision: VSP-3
Dental: Delta Dental: 80/80/80, \$1000 Class I, II, III 80,
\$1300 Class IV, Lifetime Max., No Adult Ortho, 2
cleanings per year, no sealants.

Plan B (for those not taking health insurance):

LTD: 66 2/3% of Max. Annual Salary of \$3000
90 Calendar Day Modified fill
Life: \$50,000 AD&D
Vision: VSP-3
Dental: Delta Dental: 100/90/90 \$1000 Class I, II, III A90,
\$1500 Class IV Lifetime Max, No Adult Ortho, 2 cleanings
per year, no sealants.

Section 3: Eligibility for Insurance: The employer shall offer medical insurance to employees of the district working thirty (30) or more hours per week. The employer will contribute 80% of the insurance cost, effective July 1, 2014, for eligible employees toward the purchase of Plan A. The balance of the insurance costs shall be paid by payroll deduction.

Section 4: Hours Worked, Board Paid Contribution

New Buffalo Area Schools will meet all requirements as stated in the Affordable Care Act (ACA) and mandated by the State of Michigan. As an employer with +50 employees, New Buffalo Area Schools is obligated to offer healthcare to an employee who works 30+ hours per week. The ACA states the healthcare must be affordable based on their compensation.

30 – 34 hours a week (single coverage)
35 – 39 hours a week (2 person coverage)
40 hours a week (full family coverage)

Employees not receiving Board paid medical insurance may purchase insurance in accordance with the rules of the carrier and provided that such purchase does not adversely affect rates for covered employees.

Section 5: Coverage, Subject to Rules of Carrier: Coverage will be subject to the rules of the carrier. If allowed by the insurer, insurance coverage will become effective on the first day of work during the school year.

Section 6: Plan B Eligibility: Employees working 30 or more hours per week, are eligible for Plan B, dental, vision coverage, LTD and Life Insurance.

Plan B Annuity: Employees taking Plan B shall receive an annual annuity paid for by the Board in the amount of \$1,800.00 on the first pay in September.

	BEGIN	+2 YEARS	+3 YEARS	+5 YEARS
	2014-2016	2014-2016	2014-2016	2014-2016
SECRETARY	14.93	15.53	16.13	16.49
LIBRARY ASST/BASE AIDE TWO	12.01	12.39	12.83	13.19
LIBRARY AIDE	11.34	11.80	12.25	12.61
INSTRUCTIONAL AIDE/REC AIDE	11.78	12.15	12.59	12.95
NOON HOUR/BASE AIDE ONE	10.82	11.25	11.64	12.01
MAINTENANCE	16.49	17.14	17.81	18.19
CUSTODIAN	14.93	15.52	16.13	16.49
HEAD COOK - EL	12.58	13.02	13.48	13.85
HEAD COOK - MS/HS	13.08	13.52	13.95	14.46
KITCHEN WORKER	10.90	11.37	11.81	12.39
MECHANIC	21.66	22.52	23.32	23.78
BUS DRIVER				
REGULAR RUN DRIVE RATE	15.27	15.90	16.51	16.86
EXTRA RUNS	15.00	15.00	15.00	15.00
DRIVER W/O FULL BUS CERT	12.00	12.25	12.50	13.00
**Current non-certified drivers will be held harmless for the 2014-2015 school year.				
TECH C	14.93	15.53	16.13	16.49
TECH B	16.97	17.52	17.83	18.44
TECH A	19.07	19.68	20.30	20.90
SUMMER FOOD SVC: (Current rate of pay or not less than beginning El Head Cook.)				
ASSISTANT COOK: (An additional \$.50 per hour over and above their regular pay when doing Cook duties.)				
CATERING: Employee providing catering services shall earn \$.50 over and above their hourly rate.				

Longevity Payment: Each bargaining unit employee will receive a longevity payment the first payroll in September as provided below if the employee has worked at least five (5) years as of 7/01/14 and provided that the employee reports for work on his/her first scheduled work day of each school year.

5 through 9 years: \$ 100.00
10 through 14 years: \$ 250.00
15 years through 19 years: \$ 750.00
20+ years: \$1,000.00

APPENDIX "C"

DRUG AND ALCOHOL TESTING OF CDL LICENSE HOLDERS

Policy:

In fulfilling its commitment to ensure public safety and trust, the Board of Education is committed to providing a safe educational environment and workplace for its students and employees. Substance abuse by employees, most particularly by those who perform safety-sensitive functions, constitutes a grave threat to their physical and mental well-being, significantly impedes their work objectives and job performance, and interferes with their ability to maintain a safe educational environment and workplace. The Board of Education further believes that the safety of students while being transported to and from school or school activities is of paramount importance and is the primary responsibility of those persons who operate or maintain school vehicles. To fulfill that responsibility, each person who operates or maintains school vehicles must be mentally and physically alert at all times while on duty. According, it is the policy of the Board of Education to establish and implement an alcohol and controlled substances testing program for its employees (both regular and substitute) who perform safety-sensitive functions as mandated by the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations.

The Board of Education directs the Superintendent or his/her designee to establish and implement an alcohol and controlled substances testing program (including the provision of education materials and appropriate training) for its employees who perform safety-sensitive functions as mandated by the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations.

Consortium Agreement:

In order to meet the mandates of the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations, the Board of Education will enter into an Agreement with the Berrien, Cass, and Van Buren County Consortium for provision of the following services:

1. Alcohol and controlled substances testing for covered employees who perform safety sensitive functions.
2. Education and training programs, which will minimally include for supervisors
 - a) At least 60 minutes of training on alcohol misuse;
 - b) At least an additional 60 minutes of training on controlled substances use;
 - c) The physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.
3. Education and training programs for covered employees, which will minimally provide educational materials that explain the requirements of the alcohol and controlled substances testing rules, as well as the policy and procedures with respect to meeting those requirements.
4. Clear and consistent communication with the medical review officer regarding all appropriate matters.
5. Preparation and submission of all required reports to the designated school official, the medical review officer, and to federal and state agencies.

The Consortium Agreement is incorporated into this policy by reference, and will be renewed on a biennial basis.

Standards of Conduct

All employees, including those who perform safety-sensitive functions, are expected to comply with the Board of Education's Drug-Free Schools policy and Drug-Free workplace policy, which, in part, strictly prohibit the possession, use, distribution or being under the influence of controlled substances and alcohol by all employees on school premises or as part of any school business, activity or function. In addition, a covered employee shall not report to duty or remain on duty requiring the performance of a safety-sensitive function:

1. If an employee is found to have an alcohol concentration of 0.02 or greater but less than 0.04, he/she shall not continue to perform any safety sensitive functions until the start of the employee's next regular duty period, but not less than 24 hours after administration of the test.
2. Within four hours after using alcohol;
3. While possessing alcohol or any controlled substances;
4. While using alcohol or any controlled substances;

5. While the use of alcohol or any controlled substances affects, in any measure, the employee's ability to safely perform his/her duties.
6. While using a prescription or over-the-counter medication which may impair his or her physical or mental ability, without first reporting the use of such medication to the Transportation Supervisor.

Compliance with the standards of conduct as well as with the alcohol and controlled substances testing procedures in this policy is mandatory and shall not be construed to be voluntary. Disciplinary sanctions, up to and including termination of employment, shall be imposed on a covered employee who violates these standards of conduct or who fails to comply with the alcohol and controlled substances testing procedures. Failure to comply with testing procedures includes, but is not limited to:

1. Refusing to take a required alcohol or controlled substances test;
2. Refusing to provide a specimen;
3. Refusing to sign a test consent form;
4. Refusing to refrain from ingesting alcohol or controlled substances after an accident or when requested to be tested on a reasonable suspicion basis;
5. Engaging in evasive testing actions intended to compromise the validity of the test results, including but not limited to switching or adulterating test samples.

Authorized Use of Prescription and Over-the-Counter Medication

Covered employees using prescription or over-the-counter, therapeutic medication are responsible for being aware of any potential effects such medications may have on their ability to safely perform their duties. If a covered employee uses a controlled substance pursuant to a doctor's prescription, the employee must immediately inform the Transportation Supervisor of this medication, as well as the doctor's opinion as to whether the medication will adversely affect the employee's ability to perform a safety-sensitive function.

The New Buffalo Area School District reserves its right to obtain an independent medical opinion to determine if the medication adversely affects employee's ability to safely perform his/her duties. If such a determination is made, the employee's duties may be temporarily subject to restriction or reassignment, as appropriate, during the period of medication.

Consequences for Violating Standards of Conduct

Following a determination that a covered employee has violated one or more of the standards of conduct relative to alcohol and controlled substances, the covered employee shall be:

1. Immediately removed from any duty which involves the performance of a safety-sensitive function;
2. Subject to disciplinary action, up to and including discharge;
3. Advised of available resources (including any employee assistance program) for evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances.
4. Returned to duty involving the performance of a safety-sensitive function only if the employee's conduct does not result in discharge and if the employee submits to all required testing in compliance with the Omnibus Transportation Employee Act of 1991 and its promulgated regulations.
5. Required to undergo return-to-duty testing as well as unannounced follow-up tests after the employee's return to duty as directed by the substance abuse professional and in compliance with the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations. Subsequent positive tests will result in further disciplinary action, including the employee's discharge.

Voluntary Requests for Alcohol or Substance Abuse Counseling/Treatment

Any covered employee who admits to alcohol misuse or controlled substance use and voluntarily requests alcohol or substance abuse counseling or treatment through the New Buffalo Area School District before being tested or being requested to be tested shall be referred to a substance abuse professional to determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and/or controlled substances use. The covered employee will not be disciplined but must:

1. Make a voluntary admission of alcohol misuse or controlled substance use; and
2. Immediately be removed from all duties involving the performance of a safety-sensitive function;
3. Immediately cease alcohol misuse and/or controlled substances use;
4. Consent to unannounced follow-up and return to duty testing in compliance with the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations;

5. Comply with all other conditions of the alcohol or substance abuse counseling or treatment program.

Referral, Evaluation and Treatment

Through the applicable employee assistance plan, covered employees will be provided with an opportunity to seek evaluation, education or treatment to establish control over the employee's drug or alcohol problem. The availability or utilization of such treatment, however, does not require the New Buffalo Area School District to provide or pay for rehabilitation.

Testing for Alcohol and Controlled Substances

Covered employees will be required to submit to testing for alcohol and/or controlled substances. All alcohol and/or controlled substances testing will follow the protocols and requirements mandated by the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations.

Alcohol and/or controlled substances testing will only be administered under the following circumstances:

1. Pre-employment/Pre-duty testing: Prior to employment or prior to the first time an employee performs a safety-sensitive function, the employee shall receive from a medical review officer a controlled substances test result verified as negative. If a pre-employment controlled substances test is positive or the pre-employment alcohol test result indicates an alcohol content of 0.02 or greater, the applicant will not be hired. This testing is not required if it is determined that:
 - a.) The covered employee has participated in a testing program that satisfies the requirements of the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations within the previous 30 days; and
 - b.) While participating in that program, the covered employee was tested within the past six months (from the date of application for employment) or participated in random controlled substances testing program for the previous 12 months (from the date of application for employment); and
 - c.) No prior employer has knowledge or records of a violation of the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations or the controlled substances use rule of another Department of Transportation agency with the previous six months.

2. **Post-accident testing:** As soon as practical following an accident, but no later than 8 hours (alcohol test) or 32 hours (controlled substances tests), testing is conducted to each covered employee if the accident involved loss of human life or a citation is issued for a moving traffic violation arising from the accident. A covered employee who is subject to post-accident testing shall remain readily available for such testing or shall be deemed to have refused to submit to testing.
3. **Return-to-duty testing:** a covered employee shall undergo testing with a verified negative result prior to returning to duty that requires the performance of a safety-sensitive function, any time after the employee engaged in prohibited conduct relative to alcohol and/or controlled substances.
4. **Follow-up testing:** A covered employee identified by a substance abuse professional as needing assistance associated with alcohol misuse and/or use of controlled substances, and who has returned to duty involving the performance of a safety-sensitive function, is subject to unannounced testing (consisting of at least six tests) over the first 12 months following his/her return to duty as directed by a substance abuse professional.
5. **Reasonable suspicion testing:** A covered employee shall undergo testing as a result of a reasonable suspicion that the employee has violated the standards of conduct relative to alcohol and/or controlled substances based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the covered employee while, just before, or just after performing a safety-sensitive function.
 - a.) The supervisor or person who makes the reasonable suspicion determination should not conduct the test on the employee.
 - b.) A written record of the observations leading to a reasonable suspicion test must be made and signed by the supervisor or person who made the observations. This record must be made within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier.
6. **Random testing:** Each year, random testing will be used at the rate of 25% (alcohol) and 50% (controlled substances) of the average number of active covered employees subject to testing. These proportions are subject to adjustment when necessary to comply with federal regulations.
 - a.) Covered employees shall be selected for testing through use of a scientifically valid method provided by the New Buffalo Area School District's testing facility, and each covered employee shall have an equal chance of being tested each time selections are made.
 - b.) Random testing dates shall be unannounced and distributed throughout the calendar year.

c.) Each covered employee selected for random testing shall be relieved of any job responsibilities as soon as possible and shall proceed to the test site immediately.

Recordkeeping

Pursuant to the procedures articulated by the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations, the Lakeland Regional Health System will maintain all records related to the testing program in a secure location with controlled access, including:

1. Records of negative controlled substances tests and alcohol tests of less than .02 alcohol concentration must be maintained for at least one year.
2. Records relating to training and the alcohol and controlled substances collection process, except calibration and evidential breath testing devices, must be maintained for two years.
3. Equipment calibration documents, employee evaluations and referrals, documentation of refusals to take required tests, records of positive tests, records related to the administration of alcohol and controlled substance testing programs, and records indicating an alcohol level of 0.02 or greater must be kept for five years.
4. An annual summary of the results of the New Buffalo Area School District's testing program will be submitted when requested by the Federal Motor Carrier Safety Administration to the U.S. Department of Transportation within the required time frame.

Training

On an annual basis, all covered employees will receive educational materials that explain the requirements of the alcohol and controlled substances testing rules, as well as the Board of Education's policy and procedures with respect to meeting those requirements. Each covered employee shall be required to sign a statement verifying receipt of the educational materials. The New Buffalo Area School District shall maintain the original of the signed statement. Those materials, minimally, will include the following information:

1. The identity of the designated person to answer driver questions about the materials;
2. The categories of employees who are subject to the alcohol and controlled substances testing rules;

3. Sufficient information about the safety-sensitive functions performed by those employees to make clear what period of the work day the employee is required to be in compliance with the rules;
4. Specific information about prohibited conduct;
5. The circumstances under which a covered employee will be tested for alcohol and/or controlled substances;
6. The procedures that will be used to test for the presence of alcohol and controlled substances, protect the employee and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct employee; including post-accident information, procedures and instructions.
7. The requirement that a covered employee will submit to alcohol and controlled substances tests administered according to this policy and federal regulations;
8. An explanation of what constitutes a refusal to submit to alcohol or controlled substances test and the attendant consequences;
9. The consequences for the covered employees found to have violated the standards of conduct, including the requirement that the employee be removed immediately from safety-sensitive functions and the procedures for return to duty.
10. The consequences for covered employees found to have an alcohol concentration of 0.02 or greater, but less than 0.04;
11. Information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem, i.e., driver's or a co-workers; and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to supervisory personnel.
12. Information concerning additional Board policies regarding the use or possession of alcohol or controlled substances, including any consequences for a covered employee found to have a specified alcohol or controlled substances level.

Confidentiality

Neither the Consortium nor the New Buffalo Area School District shall release information regarding an employee's test results except is authorized by federal law or regulation. The consortium's medical review officer will also communicate all information to the designated office of the New Buffalo Area School District as required by the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations.

Definitions

For purposes of this policy and any administrative regulations associated with this policy, the following definitions shall apply:

Consortium: The Berrien, Cass and Van Buren County Consortium is an entity comprised of constituent school districts that provides alcohol or controlled substances testing as required by the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations and that acts on behalf of the constituent school districts.

Controlled Substances: Any illegal drug and any drug that is being used illegally (e.g., a prescription drug that was not legally obtained or not used for its intended purposes or in its prescribed quantity).

Covered Employee: An employee who operates a commercial motor vehicle.

Fiscal Agent: The Berrien County Intermediate School District is the fiscal agent for the Berrien, Cass and Van Buren County Consortium.

Illegal Drug: Any drug or substance, the possession or use of which is unlawful pursuant to federal, state and local statute, regulation and/or ordinance.

Omnibus Transportation Employee Testing Act of 1991: The Omnibus Transportation Employee Testing Act of 1991, as signed into law on October 28, 1995, and its promulgated regulations, and as may be amended from time to time or may be superseded or replaced by legislation having a substantially comparable purpose.

Safety-Sensitive Function: All time from the time a covered employee begins work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work.

While on Duty: The time from which the covered employee begins to work or is required to be in readiness for work until the time the covered employee is relieved from work and all responsibility for performing work.

Legal Authority

Omnibus Transportation Employee Testing Act of 1991, 45 USC & 431 and its promulgated regulations, 49 CFR Part 382.

Index

Article I – Purpose and Intent	2
Article II – Recognition	2
Article III – Board Rights	3
A. Exclusive Rights and Authority	
B. Establish Policies and Hiring	
C. Powers	
D. Contract Interpretation	
E. Limitation of Board Rights	
Article IV – Seniority	4
A. Seniority	
B. Seniority	
C. Classifications Covered	
D. Laid Off	
E. Lost Seniority	
Article V – Grievance	5
A. Dispute Definition and Process	
B. Section 1 – Informal Step	
C. Section 2 – First Step	
D. Section 3 – Second Step	
E. Section 4 – Process to Arbitration	
F. Section 5 – Arbitration	
G. Section 6 – Meeting Guidelines	
H. Disclosure	
Article VI – Union Rights	8
A. Rights	
B. Representatives	
C. Notices	
D. Use of Employer Equipment	
E. Leave for Union Business	
Article VII – Discipline of Employees	8
A. Discipline Defined; Probation and Seniority	
B. Union Representation	
Article VIII – Vacancies, Promotions, and Transfers	9
A. Vacancy	
B. Posting Vacancies	
C. Permanent Vacancies	
D. Temporary Assignments	
E. Involuntary Transfer	
F. Involuntary Transfer/Salary Adjustments	
G. Summer Vacancies	
H. Promotion or Transfer	

Article IX – Working Conditions	10
A. Job Descriptions	
B. Compensation	
C. Off Schedule	
D. Electronic Clock	
E. Overtime	
F. Work Schedules	
G. Work Breaks, Lunch	
H. Call In	
I. Discipline of Students	
J. Emergency Closings, Snow Day	
Article X – Vacations and Holiday	11
A. Vacation Credit	
B. Holiday Pay, Probationary Period	
C. Paid Holidays	
D. Good Friday	
Article XI – Leaves	12
A. Paid Leaves	
B. Unpaid Leaves	
C. Family and Medical Leave Act	
D. Postings	
Article XII – Employee Evaluation	16
A. Process, Times	
B. Reviewing Contents of Evaluation File	
C. Written Final Evaluation	
D. Signatures	
E. Non-renewal	
Article XIII – Layoff and Recall	16
A. Layoff	
B. Compensation and Benefits	
C. Order of Layoff	
D. Recall from Layoff, Seniority	
E. Seniority, COBRA	
F. Change of Address	
G. Substitute Priority Status	
H. Declining Recall	
Article XIV – Miscellaneous	18
A. Invalid Provisions	
B. Agreement Supersedes Prior Agreements and Past Practices	
C. Sole Source of Rights and Claims	
D. Negotiating Teams	
E. Alcohol and Drug Policy	
F. Maintain Current Address	
G. EMT Training	

Article XV – Strikes and Lockouts	19
A. Principle of Appropriate and Peaceful Means	
B. Union Commitment	
C. Employer Commitment	
Article XVI – Bus Drivers	19
A. Annual Bid Meeting	
B. Physical Examinations	
C. Certification and Training	
D. Exclusion from Fleet Insurance, Dismissal	
E. Meal Reimbursement	
F. Canceled Run or Trip	
G. Compensation, Bus Breakdown	
H. Extra Trips, Seniority	
I. Compensation, Pre and Post Inspections	
J. Compensation, December 15 – March 1	
K. Reimbursement, Out-of-Pocket Expenses	
L. Posting of Routes	
M. Substitutes	
N. Route Change	
O. Compensation, Meetings	
P. Bus Cleaning	
Q. Emergency Contact	
R. Shuttles	
Article XVII – Employee Rights	22
A. Assaulted or Threatened on Duty	
B. Cooperation with Law Enforcement	
C. Personal Property	
D. Rights of Employees	
E. Review Contents of Personnel File	
Article XVIII – Duration	23
Appendix A – Insurance and Retirement	25
Section 1: Insurance Benefit Year	
Section 2: Selection of Coverage	
Section 3: Eligibility for Insurance	
Section 4: Hours Worked, Board Paid Contribution	
Section 5: Coverage, Subject to Rules of Carrier	
Section 6: Plan B Eligibility	
Appendix B – Base Salary Schedule	27
Appendix C – Drug and Alcohol Testing of CDL License Holders	28

LETTER OF AGREEMENT

The New Buffalo Area Schools and The New Buffalo Educational Personnel Association (NBEPA)

The above named parties agree to the following provisions regarding the Master Agreement ratified on June 30, 2014:

After many meetings, the Board of Education and Bus Drivers have developed a new wage scale for the drivers. The wage scale is based on AM and PM driving assignments being paid at an equal rate for a driver who is fully certified for all vehicles. The rate of \$37.00 per AM or PM assignment will be the entire compensation rate, which includes all expectations of Articles listed below. (For example: A driver who takes an AM and PM assignment will be compensated \$74.00 for the bus runs that day.) These assignments are considered to be exempt hourly calculations.

A van, or any other vehicle driven by a fully certified driver, will be paid at the \$37.00 per assignment rate. For the remainder of the 2014-2015 school year, drivers who are not fully certified will be compensated at the rate of \$34.00 per AM and or PM assignment. In the 2015-2016 school year, drivers not fully certified, will be placed at \$27.00 per AM and or PM assignment. This rate was determined after discussion from the previous Letter of Agreement on 1-15-2015 where the wage scale was reduced compared to fully certified drivers.

Paid leave and holiday pay will be compensated at the driver's normal daily rate (\$74.00 for a fully certified AM/PM driver).

For the calculation of sick time, insurance qualification, and MPSERS, hours will be determined by the route sheet developed by the Director of Transportation and given to the NBEPA by October 1 of each school year. (For example: A driver with 2.5 hours in the AM and 2.5 in the PM will be eligible for five (5) hours sick, 25 hours a week in insurance benefits, and 25 hours recorded with MPSERS)

Drivers will be required to clock in to verify their daily AM and PM assignments starting on March 23, 2015. Drivers will clock in and out for all extra duty trips at the rate of \$15.00 per hour at the conclusion of the expectations of Section I and P.

Article XVI - Changed

A. (Part 2): In the event a bus driver, who qualifies for insurance based on the route selection in A. above, has their route time reduced during the year to a level that does not qualify for insurance, the bus driver will be offered the opportunity to select another route being driven by the least senior driver that also qualifies for insurance, if there are any such routes available. This does not apply based on the October 1 Route Sheet requirement

O. Compensation, Meetings: Bus drivers shall be paid at the hourly rate of \$15.00 for all in-services and meetings. Bus drivers shall be paid at least one (1) hour for required meetings including the annual bid meeting and fall, winter, and spring sports assignment meetings. Bus drivers will be paid at \$15.00 hourly rate for actual clock time for required drug or alcohol testing activities, if they extend beyond normal work time.

Affected Articles

ARTICLE XVI -- BUS DRIVERS

F. Canceled Route, Shuttle or Trip: If a driver reports to drive a trip and it is canceled without giving the driver prior notice, the driver shall receive two (2) hours pay at his/her driving time rate, provided the driver was not previously notified of the cancellation. This shall apply only to runs/trips scheduled on other than a normal school day.

On school days, if a driver loses their regular run because of reporting to drive a trip that is canceled without prior notice, the driver will be compensated their regular pay lost on the regular run that he/she would have driven and will not receive pay for the canceled trip.

If a driver reports to drive a regularly scheduled route and it is canceled without giving at least a one-half hour notification (before pre-trip begins), the driver shall receive the regular pay of the route he/she would have driven.

I. Compensation, Pre and Post Inspections: Drivers are required to perform routine vehicle safety inspections as directed by the Supervisor. Failure to perform these inspections will be considered a serious safety violation and can result in disciplinary action. Drivers will be paid ten (10) minutes for all required pre-trips when they are required to check under the hood, five (5) minutes for all other pre-trips, and five (5) minutes for all required post trips.

J. Compensation, December 15 – March 1: Between December 15 and March 1, the run rate will be increased by ten (10) minutes for run times of 45 minutes or more. Run time may also be adjusted due to road construction or other factors affecting the run time.

Route time may also be adjusted due to road construction, weather, or other factors affecting route time.

N. Route Change: Drivers shall be compensated for their full route pay unless notified of a permanent change in their route at least three (3) days before the change takes effect.

P. Bus Cleaning: Drivers can be paid up to one (1) hour each week at the driving time rate for inside cleaning and fueling their buses/vans.

R. Shuttles: All shuttles shall pay a minimum of one (1) hour. If the shuttle is less than 45 minutes, the pre-trip inspection compensation will be included in the one (1) hour.

Page 27, Appendix B Base Scale Schedule

New Buffalo Area Schools

New Buffalo Educational
Personnel Association

By: 
Superintendent of Schools

By: 
NBEPA President

Date: 3-13-15

Date: 3-10-15