

MASTER AGREEMENT

Between

ALBION BOARD OF EDUCATION

And

ALBION EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION-MEA-NEA

2005-2007

TABLE OF CONTENTS

Article	I	Agreement/Recognition	1
Article	II	Management Rights	2
Article	III	Rights and Responsibilities	3
Article	IV	Agency Shop	5
Article	V	Work Hours and Working Conditions	5
Article	VI	Leaves of Absence and Holidays	8
Article	VII	Layoff and Recall	11
Article	VIII	Seniority	12
Article	IX	Grievance Procedure	13
Article	X	Insurance	15
Article	XI	Miscellaneous	16
Article	XII	Extra Trips, Overtime and Equalization of Overtime	16
Article	XIII	Job Posting and Bidding Procedures	18
Article	XIV	No Strikes	19
Article	XV	Waiver Clause	19
Article	XVI	Extent of Agreement	20
Article	XVII	Duration	21
Article	XVIII	Salary Schedule	22

ARTICLE I
AGREEMENT/RECOGNITION

This Agreement entered into this 19th day of August, 2005, by and between the Albion Educational Support Association-MEA-NEA, hereinafter called the "Association" and the Board of Education of the Albion Public Schools, hereinafter called the "Board."

In consideration of the following mutual covenants, the above parties do hereby mutually agree to the terms and conditions hereinafter set forth.

The Board recognizes the "Association" as the exclusive bargaining representative with respect to wages, hours of work, and other conditions of employment for all regular bus drivers and all regular food service employees employed by the Board; excluding substitute drivers, substitute food service employees, the Director of Food Service and all other employees.

The term "regular bus driver" shall mean a bus driver who meets all the qualifications of being a bus driver set forth in this Agreement and works a minimum of fifteen (15) hours per week for the Board as a driver, and is assigned a permanent route.

The term "regular food service employee" shall mean a food service employee who meets all the qualifications of being a food service employee set forth in this Agreement and works a minimum of fifteen (15) hours per week as a food service employee.

When used in this Agreement, the term "driver" shall refer to bus drivers who are members of the bargaining unit. The term "food service employees" shall refer to food service employees who are members of the bargaining unit. The terms "employee" or "employees" shall refer to all bargaining unit members.

ARTICLE II
MANAGEMENT RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights and authority conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties, facilities and equipment and the activities of its employees:
 2. To direct the working forces and to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal, discipline, demotion and/or other personnel action; and to evaluate, assign, promote, lay off and transfer all such employees in accordance with such policies as the Board may from time to time promulgate.
 3. To determine bus routes.
 4. To dictate the assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times, and scheduling of all of the foregoing and the right to establish, modify or change any work or business hours or days whenever the Board shall determine such action to be necessary and appropriate.
 5. To adopt reasonable rules and regulations, and job descriptions.
 6. To establish policies governing the selection, evaluation, testing or training of employees, provided that such selection shall be based upon lawful criteria.
- B. The exercise of the foregoing powers, rights and authority of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights and authority under the Michigan general school laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE III
RIGHTS AND RESPONSIBILITIES

- A. When a meeting between management and any employee is held for the express purpose of taking disciplinary action, the employee will be allowed to bring a representative. No employee shall be disciplined, reprimanded or discharged without just cause. The termination of a probationary employee shall not be construed to be a discharge within the meaning of this section. If the evidence establishes that the following offenses have been committed, it is agreed that discharge is the appropriate penalty.
1. Assault and/or fighting during work hours.
 2. Threat or assault of supervisors.
 3. Theft.
 4. Possession or use of intoxicants or drugs.

This section shall not be construed as enumerating all types of offenses for which discharge is the appropriate penalty.

- B. Upon written request, an employee will have the right to review the contents of his/her personnel file after confidential and exempt materials have been removed from the file. An Association representative will have the right to review an employee's personnel file only with the written permission of the employee.
- C. If a written complaint about an employee is to be placed in the employee's personnel file, the employee will be given an opportunity to review the material before it is placed in the file. The employee may submit a written response to any complaints and the same shall be attached to the file copy.
- D. The Association shall be provided with a bulletin board or sections thereof for the purpose of posting union materials.
- E. When requested and authorized by any employee in writing, the Board agrees to make payroll deductions for the following items:
1. Association dues
 2. Group health insurance which is not paid for by the Board, provided a form authorizing the deduction is submitted to the business office during open enrollment.
- F. Duly authorized representatives of the Association shall be permitted to transact official Association business on employer property, provided the representative has received express permission from the Superintendent of Schools or the principal of the building where the business is to be transacted and, provided further, that this shall not interfere with or interrupt normal operations. In the event the official Association business involves an employee, the Association representative must receive permission from the employee's immediate supervisor.

- G. The Board agrees to furnish or make available to the Association in response to reasonable requests all available and existing documents necessary for processing grievances and developing accurate and intelligent negotiation proposals. This shall not include documents which are confidential or privileged such as documents which may reveal Board strategy related to negotiations or a grievance.
- H. The provisions of this agreement shall be applied equally to all employees without discrimination on the basis of the employee's age, color, creed, sex, marital status, national origin, religion or political affiliation.
- I. Bargaining unit members shall receive any verbal warnings or reprimands within forty-eight (48) hours of any occurrence, providing the employee is at work.

If a written warning or reprimand is required, it shall be issued to the bargaining unit member within five (5) days of any occurrence.

- J. The employer agrees that before discharge or suspension of an employee, no action shall be taken until the employee has had an opportunity to meet with an Association representative, provided the delay is not more than twenty-four (24) hours, with the following exceptions:
 - 1. Any physical or intolerable force
 - 2. Use or sale of illegal drugs at the work site.
- K. Before the Board imposes any discipline on a current charge, the employer will not take into account any reprimands which occurred more than three (3) years previously, provided there has been no repeat of the same or similar conduct during the past three (3) year period.
- L. Any instance of personal job related assault upon a bargaining unit member by a student(s) or parent(s) while in the performance of his/her assigned duties shall be promptly reported to the employer or its designated representative.
 - 1. The employer shall seek legal consultation to advise the employee of his/her rights and obligations with respect to such an assault.
 - 2. The employer shall assist the employee to obtain an investigation, prosecution and disposition of the matter by the proper law enforcement authorities.
- M. Non-bargaining unit positions. If an employee accepts a position with the employer which is not included in the bargaining unit, and within one (1) year returns to a position within the bargaining unit by the posting procedures of Article XV, the employee shall not accumulate seniority in the classification of the bargaining unit position from which the employee left for the time worked in the position not within the bargaining unit. Employees under the above circumstances shall retain all rights and seniority previously accrued in the bargaining unit for the purpose of any benefits provided in this agreement.

ARTICLE IV
AGENCY SHOP

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or pay a Service Fee to the Union, equivalent to the amount of dues uniformly required of members of the Union, including local, state, and national dues. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than thirty (30) days following deduction.

Nothing in this Article shall be interpreted or applied to require employee contributions to political action funds of the Association or its affiliates. Such contributions shall only be made with annual written consent of the employee on file with the Board in accordance with applicable statutory provisions.

- B. Hold Harmless Clause. The Association agrees to defend, indemnify and save the school district, its Board of Education, board members, employees and agents harmless against any and all claims, demands, costs, suits, and all other forms of liability of whatever kind or nature that may arise out of or by reason of action taken by them in the enforcement of or compliance with the above provisions.

ARTICLE V
WORK HOURS AND WORKING CONDITIONS

I. Bus Drivers

- A. In addition to the regularly scheduled hours of driving, as determined by the appropriate supervisor, drivers will be paid thirty (30) minutes per day to perform all non-driving activities required of them, including, but not limited to, cleaning and care of buses, preparation and warm-up.
- B. In the event a driver believes his/her supervisor has erroneously calculated the time needed to complete a run, the driver shall file a written request with the supervisor to have the run calculated again. The written request must state the specific reason(s) why the driver believes an error has been made. Within ten (10) days from the date the request was filed, the driver shall be given an opportunity to discuss the request with the supervisor. If the matter remains unresolved, the driver may request a second time check.
- C. Bus drivers shall be considered full-time employees if employed a minimum of six (6) hours per day.
- D. It is expressly understood and agreed that the Board has the sole power to establish bus routes.
- E. Bus drivers shall follow the routes established by the Board.

- F. In the event it is necessary to deviate from a route due to adverse weather conditions or other justifiable reasons, reasonable judgment on the part of the bus driver will be permitted.
- G. In the event it becomes necessary to consolidate bus routes or food service positions, the Superintendent or his designated representative will discuss the matter with the Association in order to receive the Association's input regarding the best manner to achieve the consolidation.
- H. An aide will be provided for the special education bus, provided the cost of the aide is reimbursable under the county special education plan.
- I. In the event an aide or other adult is not available, the run will be made with the passengers that the driver can handle.
- J. The Board can require a driver to serve as an aide if the Board pays the rate of pay normally paid to the driver. If a driver volunteers to serve as an aide, the driver will be paid the rate of pay normally paid to aides.
- K. In order to be eligible for employment, all drivers must possess a valid up-to-date certificate and a current Commercial Driver's License (CDL) with all appropriate class endorsements. The Board shall pay the cost of the CDL.
- L. In the event a bus driver is required to attend summer sessions of the school bus driver education workshops or, if directed by the Board to do so, the bus driver shall attend. In the event a bus is not provided for transportation, mileage will be paid to the driver of the automobile only, provided that the driver makes arrangements to transport other drivers. If a driver attends the winter workshop, transportation will be at the driver's own expense. When drivers attend bus driver school the entire day, or drivers are gone (to bus driver school) for five (5) hours or more, one meal will be paid for up to a maximum of \$5.00. If the driver is gone for nine (9) hours, the driver will be reimbursed up to \$3.50 for a second meal. In all cases of reimbursement, receipts must be presented to the business office. No payments will be made unless a driver attends the workshops and keeps his/her certificate current.
- M. Drivers will be paid current minimum wage for attending driver school and taking the driver skill tests.
- N. All bus drivers must have on file, in the personnel office, the following documents before they will be eligible for work:
 - 1. Copies of annual physical examination;
 - 2. Copy of chest X-ray or skin test (periodically as required by law);
 - 3. Copy of social security card;
 - 4. Statements of withholding tax;
 - 5. Copy of certificate of completion (State Department Bus Driver Education Workshop) and/or the appropriate enrollment certificate.
- O. Breakdown pay will be paid after a 30-minute delay at the rate received for morning or evening runs.
- P. In the event an employee has to report in sick, the employee will call a telephone number or individual designated by the Superintendent and give the necessary information. If unable to

make a morning run, a driver will call a telephone number designated by the Board and provide the necessary information by 6:00 a.m.

- Q. The Board expressly reserves the right to accept services offered on a volunteer basis by individuals or organizations affiliated with, or interested in, school district affairs or operations provided the acceptance of such services does not cause the layoff or reduction in regularly scheduled hours of an employee, provided, further, that when school buses or the high school kitchen are used by outside groups, bargaining unit members shall have first right of employment and shall be selected according to the overtime provisions of this Agreement. No other provisions of this contract shall apply to this employment.
- R. It is expressly understood that bus drivers are not eligible for vacation at times when school is in session.
- S. As amended from time to time, the Board agrees to administer all aspects of the Omnibus Transportation Act of 1991, to include its rules and regulations, in a manner consistent with the provisions stated therein. In event of disciplinary action(s) taken against a Driver for non-compliance with the provisions of the Act, and the Driver believes his/her contractual rights have been abridged, only the circumstances associated with the disciplinary action may be submitted to the grievance procedure of this Agreement.

II. Food Service Employees

- A. Work schedules and hours for food service employees shall be determined by the Superintendent or his designated representative.
- B. Full-time food service employees (6-8 hours per day) shall receive a fifteen (15) minute relief period in the building in the morning. The relief period shall be scheduled by the Superintendent or his designated representative. The relief periods shall not be accumulative, nor used for early release from the normal work day. Lunch periods shall be determined by the food service employee's immediate supervisor and shall be outside shift hours, limited to 30 minutes.
- C. In the event an employee has to call in sick, the employee will call a telephone number or individual designated by the Superintendent and give the necessary information one and one-half (1 ½) hour prior to assigned work times. An employee called in to fill the absence will be paid from time of arrival at the work site.

- III. The District will purchase jackets once every four years for regular drivers. Drivers may select from the approved style provided by the employer. The District will purchase polo-style shirts for food service workers. Employees are expected to wear their uniform shirt each day of work. Coats are to be worn as weather conditions dictate. Employees are responsible for keeping items clean and in good condition. Any article of clothing needing replacement must be approved by the employees supervisor.

ARTICLE VI
LEAVES OF ABSENCE AND HOLIDAYS

- A. Part-time drivers shall not be eligible to receive any benefits other than their specified salary or hourly wage. Food service employees working less than four (4) hours per day shall not be entitled to receive the benefits provided in this article. When the benefits in this article are provided to food service employees who work at least four (4) hours per day but less than full-time, they will be provided on a prorated basis. The proration will be based upon the number of hours worked during the food service employee's normal workday for the month.
- B. **Sick Leave.** Sick leave will be granted to employees at the rate of one (1) day prorated to the work schedule per full month of work.
1. Bargaining unit members may accumulate a maximum of one hundred fifty (150) total sick days.
 2. Sick days may be used for personal illness or injury (not doctor appointments for check-ups).
 3. Employees absent because of illness or injury for three (3) days or more shall be required to submit a report verifying the absence from his/her physician to receive pay for days used. This shall not be construed to prohibit the Board from requiring a certification of illness from a physician in the event of suspected abuse of sick days. After an employee has been absent for more than five (5) days per school year, excluding medical leaves as provided for in Paragraph 1 of this Article and absences associated with Worker's Compensation claims, the Board may require medical verification by a physician selected by the Board.
 4. Employees working summer programs will be allowed to utilize sick leave.
- C. **Emergency Leave.** Emergency leave may be granted at the discretion of the Superintendent or designated representative. Such emergency leave shall not exceed five (5) days. Such occasions as serious family illness, funerals, and other conditions of emergency nature in the immediate family are examples of the types of occasions which qualify for emergency leave. For purposes of this section, the term "immediate family" shall be defined as wife or husband, children, father, mother, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law and daughter-in-law. In order to be considered for emergency leave, the employee shall be required to submit a written request as soon as practicable.
- Leave time due to illness or injury of other relatives or significant other shall be allowed to provide for emergency arrangements and shall not exceed three (3) workdays, with such days being deducted from emergency leave.
- D. **Personal Business Leave.** In the discretion of the Superintendent or designated representative, two (2) days of leave may be granted for personal business. In order to be considered for personal business leave, the employee must submit a request in writing, together with the reasons for the proposed personal business leave. A request for personal business leave shall be submitted at least three (3) days in advance of the requested absence. Normally, no more than one (1) request for personal business leave will be granted for any one day, per group covered by this Agreement. Unused personal business days will be rolled over into the employee's accumulated sick day on June 30 of each year.

E. **Paid Holidays.** All regular bargaining unit members shall receive their daily rate of pay for the following holidays only if the bargaining unit member has worked his/her regular daily hours on the last working day preceding and the first working day following the holidays:

1. Labor Day
2. Thanksgiving Day
3. Day after Thanksgiving
4. Christmas Eve day
5. Christmas Day
6. New Year's Eve day
7. New Year's Day
8. Martin Luther King Day
9. Good Friday
10. Memorial Day

F. **School Closing.**

1. 1-2 Days: No Employee shall suffer a loss of pay as the result of the cancellation of school due to "Act of God" days as defined in the School Aid Act, Section 388.1701(4).
2. 3 Days of More: In the event school is closed due to conditions beyond the control of school authorities (for example, adverse weather conditions or health problems) employees shall not be paid for such days and the Board shall be entitled to reschedule such days. Employees who work on the rescheduled days will be compensated at their regular rate of pay. If an employee is required to work by his/her supervisor on a day when school is closed due to conditions beyond the control of school authorities, he/she will receive one half (½) of one (1) day's pay for two (2) hours or less of work and a full day's pay for more than two (2) hours.

If school cancellation is not announced by 5:45 a.m. and if an employee is not notified and comes in to work, he/she will be paid two (2) hours as show-up time.

G. **General Leave.** An employee may be granted a general leave of absence upon such terms and conditions as are mutually agreed to by the employee and the Superintendent or his designated representative.

H. A child-care or maternity-related illness leave of absence without pay or other benefits shall be granted for pregnancy commencing the time that the employee's physician determines that he/she is incapable of performing his/her duties. The maximum length of such leave will be one (1) year renewable in the discretion of the Board. The employee shall notify the Superintendent of his/her intent to take child care or maternity-related illness leave as soon as it is known. Written evidence from the attending physician substantiating the employee's physical fitness to return to full time duty will be presented to the Superintendent or his/her designated representative prior to employment. In the event there is a dispute regarding an employee's fitness to continue or return to work, the Board reserves the right to obtain certification from another physician. The second opinion shall be at the Board's expense.

- I. **Family Medical Leave Act.** Generally, family medical leave is an unpaid paid leave provided for under the Family and Medical Leaves Act (FMLA). As applied to this Agreement, all eligible employees shall be defined a any employee who has worked 1250 hours in the twelve (12) month period immediately prior to the start of an FMLA leave. Upon administrative approval, *FMLA* leave shall be allowed up to a total of twelve (12) weeks paid, unpaid, or a combination of paid and unpaid leave during any twelve (12) month period. FMLA leave shall be granted for the birth and care of a newborn child of the employee, for placement with the employee of an adopted or foster care child(ren), and within the terms of the Leave provisions, the employee's spouse, parents, and children with a serious health condition; or for the employee to take such a leave when the employee is unable to work due to a serious health condition.

Normally an employee must provide thirty (30) days advance notice when the leave is foreseeable. The Employer may require medical certification to support a request for FMLA leave. FMLA leave forms should be requested from the Assistant Superintendent.

It is not the intent of FMLA to conflict with or restrict any other leave provisions provided for in this Agreement.

- J. Maternity leave is treated as any other illness and falls under the guidelines of the Family and Medical Leave Act.
- K. **Jury Duty.** A leave of absence may be granted an employee called for jury service. The school shall pay an amount equal to the difference between the employee's daily salary and the daily jury fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which he/she otherwise would have been scheduled to work provided the school is notified promptly of pending jury duty and the school retains the right to request that the employee be excused from jury duty. The employee shall return to his/her duties whenever his/her attendance in court is not actually required.
- L. **Court Appearance.** Whenever an employee must make a court appearance as a witness in any case connected with the employee's employment with the school, or is subpoenaed to attend any such proceeding, the District shall pay the employee's daily salary not to exceed two (2) scheduled work days.
- M. For the first thirty (30) calendar days following the exhaustion of all leaves of absence for which benefits are paid, the Board will continue to meet its obligation to contribute towards the cost of an employee's health insurance premium. However, on the thirty-first (31st) calendar day following the exhaustion of all leaves of absence for which benefits are paid, the Board may reduce its agreed upon contribution rate by fifty percent (50%). At the option of the employee, the remaining fifty percent (50%) of the premium cost will be paid by the employee or the health insurance coverage will be terminated.

Providing the employee elects to continue the health insurance coverage by paying fifty percent (50%) of the premium, on the sixty-first (61st) calendar day in which an employee has exhausted all available leaves of absence for which benefits are paid, the Board's health insurance contribution may be reduced by an additional twenty-five percent (25%). At the option of the employee, the employee will pay the remaining seventy-five percent (75%) of the premium or the health insurance coverage will be terminated.

If after ninety (90) calendar days, where the employee has exhausted all leaves of absence for which benefits are paid, the Board may cease all contributions towards the employee's health insurance coverage.

Recognizing the foregoing, it is further agreed that any employee whose Board paid health insurance coverage is terminated will be allowed to continue at the employee's expense and under COBRA provisions.

It is understood, however, that the provisions above shall not be interpreted to apply to situations which involve a Workers' Compensation claim which may be filed by or on behalf of an employee, or any state or federally protected paid or unpaid leaves of absence to which the employee may be entitled.

ARTICLE VII LAYOFF AND RECALL

- A. The term "layoff" means a reduction in the work force, for example, a reduction due to a decrease of work or lack of funds.
- B. In the event the Board determines to lay off employees, the following procedure shall be followed:
 - 1. First, probationary employees shall be laid off on the basis of seniority, provided there are non-probationary employees who are qualified to perform the work of the probationary employee to be laid off.
 - 2. Second, non-probationary employees shall be laid off on the basis of seniority, provided the more senior employees are qualified to do the work of the employee to be laid off.

Whether an employee is qualified depends upon the employee's ability to perform all the job requirements without additional training.

- C. Employees scheduled to be laid off shall be given twenty-five (25) calendar days written advance notice except in cases of emergency or unforeseeable circumstances, in which case it shall be no less than seven (7) days.
- D. In the event the Board determines to increase the work force after a layoff, employees will be recalled on the basis of seniority, provided they are qualified to perform all the job requirements without additional training. When an opening occurs, the vacant position shall be posted for bidding among active employees. If no active employee bids for the positions, it will be awarded to the most senior, qualified, laid off employee. If an active employee bids for and is awarded the position, his/her vacated position shall be awarded to the laid off employee(s) based on seniority in the classification to be filled. When recalling a laid off employee, the following steps shall be followed:
 - 1. Telephone the employee to be recalled;
 - 2. Confirm the telephone conversation with a letter and send a copy of the letter to the Association;

3. If unable to reach the employee by telephone, send a certified or registered letter with a copy to the Association.

Steps 1-3 shall be waived if a recall is needed in an emergency situation.

- E. If the employee does not report within fifteen (15) calendar days from the date of the mailing of the letter referred to in Section D-3 of this article, this shall be construed to constitute a voluntary quit.
- F. For the purpose of this article, food service employees and bus drivers are recognized to be two (2) separate and distinct groups. Layoffs and recalls in these groups shall be handled separately. An employee in one group has no right to "bump" into the other group.
- G. Seniority and all rights to be recalled from layoff status shall be lost in the event an employee is on layoff for two years without being recalled.

ARTICLE VIII SENIORITY

- A. The term "seniority" shall mean length of continuous service as a driver since the last date of hire or as a food service employee since the last date of hire. Leaves of absence shall not constitute a break in service.
- B. Drivers shall not accumulate seniority as food service employees, and food service employees shall not accumulate seniority as drivers. Consequently, this contract shall not be construed to grant drivers the right to become employed as food service employees, or food service employees the right to become employed as drivers.
- C. The first sixty (60) working days of employment shall be considered a probationary period during which no seniority shall accrue. However, after completion of the probationary period, it shall be counted when calculating an employee's seniority.
- D. The Board shall prepare a seniority list containing each food service employee's name, seniority date, classification, location and rate of pay, and a seniority list containing each bus driver's name, seniority date, classification, location, and rate of pay. Separate seniority lists will be maintained for drivers and food service employees. The employee shall be paid for holidays during the probationary period provided they work their last scheduled day before and after the holiday.
- E. Seniority will be lost and an employee shall be removed from the seniority list for the following reasons:
 1. Termination of employment through death, retirement, discharge or voluntary quit.
 2. Absence for two (2) days without notice. Such notice shall be provided by food service employees to the Director of Administrative Services or his/her designee and by bus drivers to the Director of Transportation unless it was physically impossible to provide notice.
 3. If a leave of absence is exceeded without prior approval unless it was physically impossible to request an extension.

4. Material or deliberate falsification of an application of employment. This shall not apply to employees hired before January 1, 1983.

ARTICLE IX
GRIEVANCE PROCEDURE

A claim by an employee or the Association that there has been a violation of the express terms of this Agreement may be processed as a grievance as hereinafter provided.

- A. **Level 1.** In the event that an employee actually affected by any action or decision of the Board believes the action or decision constitutes the basis for a grievance, he/she shall first discuss the alleged grievance with his immediate supervisor, either personally or accompanied by his Union representative. The employee must request such a discussion within five (5) days of the time the alleged violation first occurred or within five (5) days of the time the employee or Association should reasonably have known of the ostensible violation.
- B. **Level 2.** If, after the informal discussion with the immediate supervisor, the employee and/or the Association are dissatisfied with the disposition of the grievance at Level 1, they may invoke the formal grievance procedure by filing a formal written grievance on a grievance form signed by the grievant and/or an authorized representative of the Association, which form shall be available to employees from the Association representative in each building. The grievance form shall be filed with the employee's immediate supervisor not later than ten (10) days after the alleged violation first occurred, or not later than ten (10) days after the employee or Association should reasonably have known of the ostensible violation.

Within three (3) days of receipt of the grievance, the supervisor shall meet with the Association and the employee in an effort to resolve the grievance. The supervisor shall issue his/her disposition of the grievance in writing within three (3) days of such meeting, and shall furnish a copy thereof to the Association.

- C. **Level 3.** If the employee and/or the Association are not satisfied with the Level 2 disposition of the grievance, and if they authorize in writing an appeal of the grievance disposition, or if no disposition has been made within three (3) days of such meeting, or six (6) days from the date of Level 2 filing, whichever shall be later, the grievance may be filed by the employee and/or the Association with the Superintendent.

Within ten (10) days of receipt of the duly authorized appeal to Level 3, the Superintendent or his/her designee shall meet with the Association and the employee on the grievance and shall issue his/her disposition of the grievance in writing within ten (10) days of such meeting and shall furnish a copy thereof to the Association.

- D. **Level 4.** If the employee and/or the Association are not satisfied with the Level 3 disposition of the grievance by the Superintendent or his/her designee, and if they authorize in writing an appeal of the grievance disposition, or if no disposition has been made within ten (10) days of such meeting or twenty (20) days from the date of Level 4 filing, whichever shall be later, the grievance may be filed by the employee and/or the Association with the Board by filing a written copy thereof with the Secretary or other designee of the Board within five (5) days of receipt of the Level 3 disposition. The Board, no later than its next regular meeting or three calendar weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the

Board shall be made no later than ten (10) days thereafter. A copy of such disposition shall be furnished to the Association. The Board may designate a committee to fulfill its step of the grievance procedure.

E. **Level 5.** If the Association is not satisfied with the Level 4 disposition of the grievance by the Board or Committee designated by the Board, the Association may appeal the grievance to binding arbitration before an impartial arbitrator. Any appeal to arbitration must be commenced by filing a Demand for Arbitration with the American Arbitration Association, in accordance with its rules. Any Demand for Arbitration must be filed with the American Arbitration Association within fifteen (15) days of the Board or Board Committee's decision or in the event the Board or its Committee fails to render a decision, within fifteen (15) days after the date the decision should have been rendered by the Board or its Committee. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceedings. The powers of the arbitrator and this grievance procedure are subject to the following limitations:

1. The arbitrator shall have no authority to alter, modify, disregard, add to or subtract from the provisions of this agreement. The arbitrator's authority shall be limited to deciding whether an express provision of this agreement has been violated.
2. The arbitrator shall be prohibited from interpreting state or federal law unless it is necessary to do so to determine whether the arbitrator has jurisdiction.
3. The grievance procedure shall not apply to any matter which is in the jurisdiction of a state or federal agency, or covered by state or federal law. Consequently, the arbitrator shall have no power over such matters.
4. An arbitrator shall be empowered to include in his/her award only such financial reimbursement as is expressly set forth in this agreement.
5. An arbitrator shall have no authority over any grievance not filed or appealed within the time limits set forth in this article.
6. The costs of arbitration shall be borne equally by the parties, except each party shall assume its own representation and witness costs.
7. Unless the Board and Association expressly agree otherwise in writing, all preparation, filing, presentation or consideration of grievances shall be held at times other than when employees or participating Association representatives are to be at their assigned duty stations. If the parties agree to participate in arbitration proceedings during work hours, bargaining unit members shall be excused with pay for that purpose only.

F. **General Procedures**

1. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

2. No actions or events occurring after expiration of this Agreement may be the basis of a grievance under this article or this Agreement.
3. Written grievances shall comply with the following requirements at all levels of the grievance procedure.
 - a. It shall be signed by the individual employee grievant (or grievants) and by the authorized Association representative.
 - b. It shall be specific.
 - c. It shall contain a synopsis of the facts giving rise to the alleged violation.
 - d. It shall specifically cite all sections or subsections of this contract alleged to have been violated, and shall explicitly state how the grieved action is violative of such provisions.
 - e. It shall contain the date of the alleged violation.
 - f. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations for filing appeals set forth herein.

4. All time limits described in this article shall be computed in terms of "work days" which shall be defined as days when the school district administrative offices are open and regularly scheduled for business.
- G. No probationary employee may use the grievance procedure in any way to challenge termination of employment. The Board's decision in such matters shall be final.

ARTICLE X INSURANCE

- A. **Hospitalization and Health Coverage.** Full-time employees and permanent part-time employees, on a prorated basis, will be eligible for paid benefits provided by the Board's approved medical insurance program. During the 2005-2007 contract years the Board will pay at least the cost of the single subscriber rate. Insurance will take effect upon application by a permanent full or part-time employee who has completed his/her probationary period. It will also be the responsibility of the employee to notify the business office of any change in family status, such as addition of a child, change in marital status, etc. All current employees of the District will be considered eligible for the above- mentioned protection. Employees hired after August 30, 1993, will not be eligible for such benefit if they are eligible for other paid group medical coverage through the employer of their spouse. A statement from the spouse's employer confirming whether the employee has coverage will be required.
- B. **Life Insurance.** Employees working a minimum of fifteen (15) hours per week will be eligible for life insurance. Upon satisfactory completion of the probationary period, an employee may apply for, in writing, and be granted, Board approved life insurance in the amount of twenty thousand dollars (\$20,000).
- C. It is understood and agreed that the Board's only obligation regarding the insurance provided in this Article is to provide payment toward the cost of the insurance. The Board shall have no liability in the event the employee is not enrolled by the insurance. All insurance coverage is to be effective on

the date the insurance carrier accepts the employee for coverage. The Board shall not be responsible for coverage for anytime the employee is not enrolled by the carrier.

- D. For those employees not desiring health or hospitalization coverage, the Board shall provide a MEA/FS non-taxable annuity in the amount of eighty-five dollars (\$85.00) per month, per school year (10 months).

ARTICLE XI MISCELLANEOUS

- A. The retirement age for employees shall be whatever age is permissible by state or federal law with the provision that the Board, in its discretion, may allow an employee who attains the retirement age permitted by state or federal law to continue until the end of the fiscal year (June 30) in which the employee attains the retirement age. It is expressly understood that the Board may require the employee to obtain certification from a physician that the employee is physically and mentally capable to perform the required duties.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent provided by law, but all other provisions and applications shall continue in full force and effect.
- C. A tuberculosis skin test or X-ray proving good health and freedom from tuberculosis must be submitted every third year (in September) by employees to the personnel office to be eligible to receive the first paycheck in September. The Board's responsibility to pay the cost of these tests shall be limited to the cost charged by the county health department for a tuberculosis skin test. If the employee is ordered by the employer to take an additional test(s) from a doctor, then the employer will bear said cost.
- D. The Board agrees to make a copy of this agreement available to each employee. The Board will bear the cost of printing this agreement.
- E. A copy of the job descriptions of employees will be made available within ten (10) workdays of request.

ARTICLE XII EXTRA TRIPS, OVERTIME AND EQUALIZATION OF OVERTIME

- I. Food Service Employees
 - A. All overtime must be approved prior to performance by the Superintendent or his/her designated representative.
 - B. Employees shall be paid for overtime in accordance with the Fair Labor Standards Act.
 - C. Overtime hours shall be divided as equally as possible among employees working within the same building.

- D. Overtime lists shall be kept by the Director of Food Service and posted monthly in each building.
- E. Whenever overtime is required, the employee with the least number of overtime hours within his/her building will be called first and so on down the list in an attempt to equalize overtime hours. If no employee in the building where the overtime opportunity exists wishes to, or is able to work, the overtime hours will be assigned to the employee within the building with the least amount of seniority.
- F. Overtime not worked because the employee was unavailable or did not choose to work will be charged against such employee to the extent the number of overtime hours another employee worked during that overtime period.
- G. Overtime hours will be computed from July 1 through June 30 of each year. Excess hours will be carried over each year.

II Bus Drivers

- A. Extra trips will be based on rotation through the seniority list. The list of drivers will be used to start the rotation the beginning of the school year and shall continue through the summer months. The overtime runs set up for the week will remain as is. Any added or cancelled runs will be given to the next driver in rotation. If the driver is sick or unable for other reasons to take the special run, his/her turn is forfeited; but if the run is cancelled by the school, the driver will be eligible for another run in place of the cancelled one. A driver can cancel for a trip. Trading of runs are not allowed. Drivers will have the opportunity at the beginning of each semester to be placed on the trip list. If a driver does not have his/her name on the list, the driver cannot take extra trips until after the beginning of the next semester. All out of town trips will rotate among the regular drivers. In the event no regular driver desires the route, the route will be assigned to a substitute driver.

Trips out of the elementary schools will be handled by regular drivers for those routes unless the trip is not to be back in time for high school pick up or the trip is regularly scheduled daily or for two (2) or more consecutive weeks. Any run over two (2) weeks consecutively, will be assigned to drivers by seniority.

- B. Bargaining unit members shall be given the option of driving all extra runs or extra trips in rotation as long as the extra trip or run doesn't conflict with the member's regular run. If all bargaining unit members should turn down an extra trip or run, a substitute driver shall be awarded the extra trip or run. In the event there are no substitutes available to be awarded the trip or run and there are not others available for that day, the extra trip or run will go to the full-time driver rotation list and will be filled by a regular full-time driver for that day. In situations where the full-time driver is awarded the extra run and where a substitute driver is not available to drive the regular run, the transportation supervisor may direct other full-time drivers to drive multiple runs for that day.

Subs who are working on a regular run will not be taken off that run for an extra run or trip.

- C. During scheduled breaks in the School Calendar and during the summer break period, drivers will be offered the opportunity to be employed in such activities as cleaning of the bus fleet. Employment will be offered using a rotation method based on the concept of seniority among the drivers, meaning that the more senior driver will be the first to be solicited for the available work.
- D. Summer programs that require the use of school bus drivers, will be offered to the drivers based on a rotating seniority basis.

ARTICLE XIII
JOB POSTING AND BIDDING PROCEDURES

I. Bus Drivers

- A. Drivers will be allowed to bid for vacant and newly created routes.
 - 1. Selection will be made according to the supervisor's evaluation and seniority. No person will be allowed more than two (2) moves per school year. In no instance can a person bid on another vacant route before accumulating ninety (90) driving days on his/her current assignment.
 - 2. Kindergarten routes will be bid separate from regular runs.
 - 3. Vacant and newly created routes will be posted within five (5) days of vacancy or creation, with the run time and awarded within five (5) working days. However, run times are subject to change.
 - 4. If no one bids on vacated or newly created routes, the supervisors will make the assignment.
- B. Temporary assignments for the purpose of filling vacancies of employees who are absent thirty (30) days or more will be granted to the senior employee who meets the requirements and has notified the employer in writing of his/her desire to perform temporary assignments at the start of each new school year. It is understood that only one move is required to meet this provision.
- C. Being assigned to a route during the absence of a regular driver, the assigned driver shall have the same a.m. and p.m. runs and rights to the route as the regular driver. It is understood that the assigned driver shall be able to return to his/her regular route when the regular driver returns.
- D. If a driver is off work for two (2) years for reasons other than an approved leave by the Board or workers comp leave, that driver's route shall be posted as a new route and the above process shall take place.

II. Food Service Employees

- A. All vacancies and/or newly created food service positions shall be posted within five (5) working days of the date the vacancy occurs. Such positions shall be filled on the basis of

qualifications and seniority. All vacancies shall be posted for a period of at least five (5) working days, setting forth the minimum requirements for the position in a conspicuous place in each building. Food service employees interested shall apply in writing within the five (5) working day posting period. The food service employees with proper qualifications and seniority, as selected by the Superintendent or his/her designee, shall be granted a four (4) week trial period to determine:

1. Ability to perform the job.
 2. Desire to remain on the job.
- B. During the four (4) week trial period, the employee shall have the opportunity to revert back to his/her former classification if his or her performance in the new classification is not satisfactory to the Employer. If the employee's performance is unsatisfactory before the end of the four (4) week period, a discussion will be held between the Employer and employee. If the job performance does not improve, written notice will be given the employee and steward.
- C. The job shall be awarded or denied within five (5) working days after the posting period. If the administration determines no qualified food service employees are available, the vacancy may be filled by outside hiring.
- D. Temporary assignments for the purpose of filling vacancies of employees who are absent will be granted to the senior employee who meets the requirements for such jobs. If an employee works the job for a complete hour, he/she shall receive that rate of pay, if the rate is higher than his/her own, for that hour and any complete hour beyond.
- E. The Board has complete discretion regarding whether to fill a vacancy.

ARTICLE XIV NO STRIKES

The Association, its representatives, and the employees it represents hereby agree that it will not engage in any strike activity, as defined by the Public Employment Relations Act, or sympathy strike activity. The Association and its representatives hereby agree that in the event any strike activity or threatened strike activity occurs, they will use their best efforts to end it and take whatever steps are necessary in order to bring such activities to an immediate halt.

ARTICLE XV WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The Board and the Association may mutually agree to reopen any provision of this Agreement.

If any portion of this article is contrary to law, that portion shall be deemed null and void but the remainder of the article shall remain in full force and effect.

ARTICLE XVI
EXTENT OF AGREEMENT

This Agreement shall constitute the full and complete commitment between both the Board and the Association and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in the form of a written and signed amendment to this Agreement.

ARTICLE XVII
DURATION

This Agreement shall be effective the 19th day of August, 2005, and shall terminate at midnight, the 19th day of August, 2007.

FOR THE ASSOCIATION

FOR THE BOARD OF EDUCATION

AESPA President

President

Bargaining Team Chairperson

Superintendent

ARTICLE XVIII
SALARY SCHEDULE

The 2005-2006 Salary Schedule will be frozen at the 2004-2005 level.

2005-2006: Food service and drivers will receive a one-time off schedule lump sum payment of Two Hundred Dollars (\$200.00) as a signing bonus upon ratification of this Agreement. The signing bonus will be payable within thirty (30) calendar days following the date of ratification.

2006-2007: Article XVIII shall be reopened to discuss and to determine wages for the succeeding year of the Agreement, no later than March 15, 2006.

I. Food Service

		<u>2005-06</u>
Grade I	All positions other than utility positions	\$9.75
Grade II	All utility positions	\$9.30

- A. Food service employees who have at least ten (10) years of service as food service employees for the Albion Public Schools shall receive two percent (2%) longevity. After fifteen (15) years of service food service employees shall receive an additional one percent (1%) longevity. After twenty (20) years of service food service employees shall receive an additional one percent (1%) longevity. Food service employees shall not be entitled to longevity until the first day of July following the date the food service employee completes the aforementioned ten (10) years of service. July 1 will be the date for determining all future longevity payments. Employees shall not be entitled to longevity based upon overtime work or pay.
- B. Three hundred dollars (\$300.00) shall be paid as a bonus to an employee who has not taken any sick days during the school year.

II. Bus Drivers

2005-06		
0 thru 1 yr <u>Experience</u>	1 thru 3 yrs <u>Experience</u>	4 yrs + <u>Experience</u>
\$13.95	\$14.31	\$14.59

- A. 2% longevity for bus drivers after ten (10) years of experience in Albion Public Schools. An additional 1% for bus drivers after fifteen (15) years of experience in Albion Public Schools. After twenty (20) years of service bus drivers shall receive an additional one percent (1%) longevity.
- B. Three hundred (\$300.00) will be paid to a driver who has not taken any sick days for the school year as a bonus.

C. Drivers Experience: Experience for drivers is based on the following scale:

0 year = 1- 50 days actual driving in one school year
1/2 year = 51-106 days actual driving in one school year
1 year = 107-180 days actual driving in one school year

A day is defined as a full daily route. Anything less than a full daily route shall be prorated.

D. The definition of a regularly employed driver is an employee of the Albion Public School District who meets all the requirements of being a bus driver as outlined in Article V, Section N, of this Agreement and works a minimum of fifteen (15) hours per week in the assignment of a driver and is assigned a permanent route.