

# **MASTER AGREEMENT**

**Between the**

**Charlevoix-Emmet Intermediate School Board**

**and the**

**Charlevoix-Emmet Intermediate School District**

**Transporters Association, MEA/NEA**

**September 1, 2009 - August 31, 2013**

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## SECTION 1 - AGREEMENT

- A. This Agreement entered into this 1<sup>st</sup> day of September, 2009 by and between the Michigan Education Association/NEA and Charlevoix-Emmet Intermediate School District Transporters Association (MEA/NEA) as hereinafter called the "Association" and the Intermediate School District of Charlevoix-Emmet Counties, Charlevoix, Michigan, hereinafter called the "Employer."
  
- B. In consideration of the following mutual covenants it is hereby agreed as follows:

## SECTION 2 - RECOGNITION

- A. The Charlevoix-Emmet Intermediate School District hereinafter "District" or "Employer" hereby recognizes the Michigan Education Association, an affiliate of NEA, hereinafter the "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; MSA 17.455 (1) et seq; (PERA) for all personnel in the following bargaining unit:
- "All full-time and regular part-time transportation personnel excluding substitutes, supervisors and all other employees."
- B. Unless otherwise indicated, use of the term "Employee"/"Bargaining Unit Member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.
- C. The Association shall also be considered the representative for probationary bargaining unit members. A "probationary" bargaining unit member is an individual employed to fill a full-time or regular part-time bargaining unit position for a trial period of sixty (60) work days. Laid off probationary bargaining unit members filling a regular substitute position, as defined in this Agreement, shall be given credit toward completion of the probationary period for any regular substitute service in the same assignment of five (5) or more consecutive work days.
- D. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first working day. At that time, the Employee's name shall be entered on the seniority list as provided under Section 16 of this Agreement.
- E. Substitute drivers who work for the employer for over sixty (60) days worked in a school year and who subsequently become bargaining unit members within that or the next school year shall be given thirty (30) days credit toward the completion of the probationary period as defined above.

### SECTION 3 - PURPOSE

- A. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act Number 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.
- B. The wages, hours, terms and conditions of employment provided in this Agreement shall remain in effect until changed by written, mutual consent. The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

#### SECTION 4 - EXTENT OF AGREEMENT

- A. This Agreement shall constitute a binding obligation of both the Employer and the Association and, for the duration, 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 this Agreement.
- B. Any individual contract between the Employer and an individual Bargaining Unit Member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 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. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.

## SECTION 5 - ASSOCIATION RIGHTS

### A. USE OF FACILITIES

The Union and its members shall have the right to use school building facilities at all reasonable hours for meetings provided that the appropriate request is made to the person responsible for scheduling, and provided it does not conflict with the duties of the employee or the operation of the school district. The Association shall have the ability to use the inter-school delivery system for distribution of Association materials to its members, provided that such use does not change normal routes or increase costs to the District. A bulletin board shall be made available for matters of Association concern. No employee shall be prevented from wearing insignia, pins or other identification of membership in the union either on or off school premises.

### B. CONDUCTING UNION BUSINESS

Duly authorized representatives of the Union shall be permitted to transact Intermediate School District personnel Union's business on school property at reasonable times provided that this shall not interfere with the duties of the employees or interrupt normal school operations. The Association shall reimburse the District for reasonable costs for making the building available.

### C. USE OF EQUIPMENT

The Intermediate School District personnel shall have the right to access for Association business school district equipment including computers, audio-visual equipment, telephones, typewriters, copy machines, calculating machines, filmstrips, movie projectors, and VCRs/DVDs for Association business at reasonable times when such equipment is not otherwise in use. The Association shall pay a reasonable cost of all materials and supplies incident to use. Equipment will be used on school premises.

### D. POSTING OF NOTICES

The Association shall have the exclusive right to post notices of activities and matters of Association concern on designated bulletin boards at the Intermediate School District.

### E. INFORMATION

The Board agrees to furnish to the Union, in response to a written request, available public information concerning the financial resources of the District, tentative budgetary requirements and allocation, and such other non-privileged information relevant to collective bargaining and handling and processing of grievances. The

Section 5 - Association Rights, continued.

Union shall reimburse the Board for reasonable expenses incurred in furnishing information or making records available when special requests are made.

F. BOARD POLICIES

The Board shall inform the Union of any revisions in educational policy which affects working conditions. A copy of Board minutes shall be available to the president of the Union.

G. ASSOCIATION BUSINESS DAYS

The Employer shall grant the Association ten (10) leave days for the use of its representatives to conduct Association business or participate in Association activities. It is understood that the Association shall reimburse the District for the cost of substitutes, if necessary, for the day(s) so taken. The Association shall give the Superintendent or his/her designee forty-eight (48) hours notice before using such leave.



## SECTION 6 - BOARD RIGHTS

- A. The Association recognizes that the Employer has the responsibility and authority to adopt reasonable rules or policies, to manage and direct, on behalf of the public, operations and activities of the Charlevoix-Emmet Intermediate School District to the full extent authorized by the laws and the Constitution of the State of Michigan and of the United States provided that such rights and responsibilities shall be exercised by the Employer in conformity with the provisions of this Agreement.
  
- B. The Association recognizes that 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, authority, duties and responsibilities conferred upon and vested in it by the Constitution and by the statutes of the State of Michigan, particularly the Michigan School Code, and by the Constitution of the United States, including, without limiting the generality of the foregoing right to: establish policy for the executive management and administration control of the school system; to assign and direct all personnel; to determine the services, supplies and equipment; to determine the size of the work force; to determine the financial policies of the District, as well as the methods and means necessary to the proper execution of the foregoing obligations, provided that such rights shall be exercised in conformity with the provisions of this Agreement, and subject to the provisions of the law.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations.

## SECTION 7 - BARGAINING UNIT MEMBER RIGHTS AND PROTECTION

- A. No non-probationary bargaining unit member shall be disciplined without just cause. The term "discipline" includes: written warning, reprimands, suspensions and dismissal.
- B. Each employee shall have the right to have an Association representative present at any scheduled meeting or conference with an administrator or supervisor at which there exists a reasonable likelihood (to the administrator's or supervisor's prior knowledge) that the conference will result in imposition (or recommendation therefore) of disciplinary sanctions against said employee. No disciplinary action shall be taken against an employee without the presence of such representation (unless waived by the employee) except in emergency situations in which both immediate action is necessary and prior notification of a representative is not reasonably possible.
- C. An employee shall have the right upon written request to review the contents of his/her personnel file and to have a representative of the Association accompany him/her in such review. Such reviews shall not be held during the employee's regular duty time unless expressly authorized by the employee's immediate supervisor.
- D. Whenever new material, including but not limited to, student, parental, or school personnel complaints are placed in an employee's personnel file, the employee shall be provided an opportunity to review the material so included. The name(s) of the complainant(s) shall be made available to the bargaining unit member. Drivers shall not retaliate or discriminate against any identified complainant or his/her child as a result of the complaint. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. After reviewing material to be placed in an employee's file, the affected employee shall sign said material and 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. If the employee shall refuse to so sign any such material, the administration may send a copy of same to the President of the Association, who shall sign same and specifically acknowledge in writing that a copy was served on the employee and that the employee refused to sign same. If the employee believes such material is inaccurate the employee shall file a written rebuttal within ten (10) days after presentation of the material to the employee. If the employee shows such material to be inappropriate or in error, the material shall be corrected or expunged from the file, whichever is appropriate. All recommendations, written or oral, shall be used solely on the contents of the bargaining unit member's personnel file. Verified evidence resulting from the independent investigation of any complaint including

Section 7 - Bargaining Unit Member rights and Protection, continued.

identification of the source of such evidence may be included in the employee's personnel file subject to the provisions of this paragraph.

- E. Any assault upon a bargaining unit member shall be promptly reported to the Employer. The Employer shall render reasonable assistance to the bargaining unit member, when possible, to prevent injury.

Pursuit to the authority as set forth in the Michigan School Code, the Board will provide liability insurance protection to cover bargaining unit members whose actions comply with Board of Education policies and within the underwriting rules and regulations as set forth by the carrier when the actions of the bargaining unit members were within the appropriate scope of the bargaining unit members' normal job duties and responsibilities. The insurance policy secured by the Board shall provide for coverage of not less than \$250,000.

If the Board is unable to obtain liability insurance protection, as noted above, the Association shall be notified and the insuring provisions of this section shall become inoperative.

- F. The provision of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex or marital status or membership in, or association with the activities of any employee organization.
- G. A system of progressive and corrective discipline shall be applied to all bargaining unit members in the district for acts or omissions which shall include, but not be limited to, those acts or omissions described as misconduct.
- H. The following acts or omissions by any bargaining unit member individually or in concert with any other person or persons shall constitute misconduct and shall be cause for discipline:
  - 1. Conduct which violates any established rules, regulations, policies, practices or directives of the board or their designee(s).
  - 2. Conduct which violates any provision of the transporter agreement or handbook.
  - 3. Conduct which violates the criminal or civil laws of this State or of the United States.
  - 4. Conduct that is prejudicial to the proper administration of the duties and obligations imposed on the school district by the laws of this State
  - 5. Conduct that is contrary to common established standards of honesty.
  - 6. Conduct that exposes the school district or educational profession to contempt, censure, ridicule, or reproach.
  - 7. Insubordination.
  - 8. Excessive tardiness.
  - 9. Excessive absenteeism.
- I. The superintendent, any administrator, or supervisor may issue or initiate discipline relative to bargaining unit members.

## Section 7 - Bargaining Unit Member rights and Protection, continued.

The board or designee may implement the progressive discipline process at any appropriate level up to and including discharge.

1. verbal warning
2. written reprimand
3. suspension with or without pay
4. discharge

## SECTION 8 - GRIEVANCE PROCEDURE

- A. A claim by a bargaining unit member or the Association that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement or any issues dealing with terms or conditions of employment may be processed as a grievance, except as excluded in other provisions of this Agreement.
- B. The Association shall designate one (1) representative to handle grievances when requested by the grievant.
- C. Bargaining unit members who believe that they have been wronged by violation of this Agreement shall report the alleged grievance to their immediate supervisory within ten (10) school days of the occurrence. At their discretion, the grievants may ask that a member of the Association accompany them to the informal meeting. If, as a result of an informal discussion with the supervisor, a grievance still exists, within ten (10) school days the grievant(s) may invoke the formal grievance procedure included herein by submitting to their immediate supervisor the Grievance Report form as included in Appendix D. A copy of the Grievance shall be transmitted to the President of the Association and to the Chairperson of the Grievance Committee.
- D. Within ten (10) school days of receipt of the grievance, the supervisor shall meet with the representative regarding the grievance and shall indicate the disposition of the grievance in writing within ten (10) school days and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) school days of such meeting, the grievance shall be transmitted to the Intermediate School Superintendent. Within ten (10) school days the Superintendent shall meet with the representative of the Association on the grievance and shall indicate the disposition of the grievance and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within ten (10) school days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary of the Board. The Board, no later than its next regular meeting or ten (10) school days, whichever shall be later, shall hold a hearing on the grievance, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than ten (10) school days thereafter. A copy of such disposition shall then be furnished to the Association.

Section 8 - Grievance Procedure, continued.

- G. Individual bargaining unit members shall not have the right to process a grievance to arbitration. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the ten (10) school days provided, the grievance may be submitted to arbitration before an impartial arbitrator by serving a written demand to arbitrate within ten (10) school days after the decision of the Board. If the parties cannot agree upon an arbitrator within ten (10) school days, the Association may file a petition with the American Arbitration Association, serving a copy of the same on the Intermediate School District.
- H. Neither party may raise a new defense or ground at arbitration not previously raised or disclosed at other written levels.
- I. The decision of the arbitrator shall be final and binding on the parties.
- J. Powers of the arbitrator are subject to the following limitations:
  - 1. He/She shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  - 2. He/She shall have no power to establish salary scales.
  - 3. He/She shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board as long as said practice, policy, or rule is not in violation of any provision of this Agreement.
  - 4. He/She shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide.
  - 5. He/She shall have no power to interpret state or federal law.
  - 6. He/She shall not hear any grievance previously barred from the scope of the Grievance Procedure.
  - 7. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred to the parties without decision or recommendation on its merits.
  - 8. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

Section 8 - Grievance Procedure. continued.

9. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
  10. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
  11. The arbitrator shall have no power to review any matter which has been filed with the Civil Rights Commission, MERC, or the state or federal courts.
  12. The arbitrator shall have no power to rule upon the termination of services of or failure to re-employ any probationary employee.
  13. The arbitrator shall have no power to rule upon any matter involving the content of employee evaluation.
- K. The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Association and 50% for the Board.
- L. Should a bargaining unit member fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a member fail to appeal a decision within the limits specified or leave the employ of the Board, except a claim involving a remedy directly benefiting the former employee grievant regardless of his/her employment, all further proceedings on a previously instituted grievance shall be barred.
- M. All preparation, filing, presentation or consideration of grievances shall be held at times other than a member's or participating Association representative's assigned duty times.
- N. 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 15 of any year, 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.
- O. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the Grievance Procedure until resolution.
- P. If the grievance is satisfactorily resolved at any level, action on the grievance shall terminate.
- Q. The term "days" when used in this Article shall mean school days.
- R. All grievances filed under this Article shall:
1. Be specific and be signed by the grievant(s);
  2. Contain a synopsis of the facts which give rise to the alleged violation;
  3. Contain the date of the alleged violation;
  4. Cite the section(s) of the Agreement alleged to have been violated;
  5. Contain a remedy desired by the grievant(s);
  6. Be reduced to writing as specified above on the form approved by and attached to this Agreement.

## SECTION 9 - SUBCONTRACTING

- A. The employer shall have the right to subcontract bargaining unit work in the following circumstances:
1. Where the transportation is to programs or activities outside the Intermediate School District boundaries and which program or activity involves transportation provided by another district or other mode (e.g. teacher/aide) by nature of the program or activity.
  2. Where the Intermediate School District does not possess necessary adaptive equipment to meet the transportation needs of a child and which equipment the district has determined that it would not be economical or efficient to purchase.
  3. Where a student may be transported in a vehicle operated by a constituent district or required by law, state regulation, Intermediate Plan or a student's IEPC.
  4. Where the skills needed to perform the work are not available in the bargaining unit or where a driver declares his/her lack of skill for a particular assignment due to the characteristics of the pupil(s) to be serviced.
  5. Where emergency conditions exist, "emergency" shall be defined as an unforeseen circumstance or combination of circumstances which call for immediate action in a situation which is not expected to recur.
  6. Where it is determined that the parent/guardian of a child should provide or arrange for transportation (e.g. student lives in isolated area).
- B. Nothing in this Agreement shall prevent continued utilization of non-unit personnel to operate Intermediate School District vehicles, consistent with past use of such personnel provided that such personnel shall not be used at any time to displace bargaining unit members except as outlined in this Section.



## SECTION 10 - FINANCIAL RESPONSIBILITY

- A. On or before the 30th day of September of each year, the Association shall notify the Board of the amount of the annual dues payable by members of the Association, except as subject to Section D of this Article. The Board shall thereupon deduct such amounts in equal installments, as nearly as may be, from the paychecks of each bargaining unit member who has executed an individual contract of employment, and promptly pay such amount over to the Association or its delegees. Upon remitting such amounts, the Board shall have no further liability or responsibility with respect thereto.
- B. The parties agree that every bargaining unit member suffered or permitted to work will be required each school year to sign an individual contract of employment as provided in Section 569 of the School Code and that every such contract contain the following:
- “This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Board and the exclusive bargaining representative of transportation personnel employed by the Board. The terms of such collective labor agreement are incorporated herein and by accepting this contract, you agree to be bound by all such terms, including wage deduction provisions thereof. The bargaining unit member has also received and understands the provisions and procedures of the Transporter Policy Handbook.”
- C. In the event that the employee shall not pay a service fee directly to the Association or authorize payment through payroll deduction, the Association may take any necessary action to require the employee to pay such service fee and dues.
- D. It is understood and agreed by the parties that the bargaining unit members employed by the District prior to June 1, 1989 only, shall have a one time opportunity to be considered exempt from the provisions of this Section. This opportunity shall be exercised, if at all, within ten (10) working days (not including intervening holidays or vacation days) after the final ratification of this initial Master Agreement between the parties. Should said employee(s) make such decision and later revoke same for any reason, said employee(s) shall not be entitled to any further exemption from this Section nor can the original exemption be reinstated. It is further agreed that bargaining unit members electing to exercise the option as outlined above shall sign the exemption which is attached to this Section. Copies of this exemption shall be provided for the affected employee, the District and the Association.
- E. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with the Association security/agency shop provision of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any bargaining unit member who challenges the Association’s security/agency shop provisions under this Article.

## SECTION 11 - STUDENT MANAGEMENT AND DISCIPLINE

- A. The employer shall develop and distribute rules and regulations setting forth the procedures to be utilized in disciplining students. During the month of June, the Association shall have the right to request a meeting with the Administration for purposes of offering suggestions for any revisions or modification to the existing disciplinary rules and regulations. This meeting request will be granted by the Administration. These rules and regulations shall be set forth in the Transportation Handbook, a copy of which shall be made available to bargaining unit members at the commencement of each school year. Upon presentation of the Transportation Handbook, the bargaining unit member shall sign for receipt of same. It is the responsibility of each driver to become familiar with the content of the Transportation Handbook.
- B. In accordance with the provisions of state law, bargaining unit members may use reasonable restraint/physical force upon a pupil as necessary to maintain order and control for the purpose of providing an environment conducive to safety to protect themselves, a fellow bargaining unit member, district employee or administrator or another student from attack, physical abuse or injury. Bargaining unit members complying with the Intermediate School District rules and regulations and state and federal law who are acting in the line of duty with respect to maintenance and control of students shall be given reasonable support and assistance by the Intermediate School District. Any case of assault upon a bargaining unit member shall be promptly reported to the employer or its designated representatives.
- C. A bargaining unit member may request and the Administration may schedule an IEPC meeting for students who exhibit continual behavioral or other problems disruptive to the safe transportation of the student(s) and driver. Bargaining unit members shall first attempt to resolve such situations through the transportation supervisor. If such does not resolve the situation, the member may refer the matter to the Assistant Superintendent. If such does not resolve the situation, the member may then refer the problem to the Superintendent for action prior to requesting an IEPC.

In addition, members who are given more than eight (8) students on a run shall have the option of requesting an aide or administrator to assist with discipline for the run. The Administrator shall take appropriate steps to relieve the situation.

## SECTION 12 - NEGOTIATION PROCEDURE

- A. Contract negotiations shall commence hereafter by a written notice mailed or delivered by the Association to the Board on or before sixty (60) days of the expiration of this Agreement.
- B. In any negotiations described in this Section, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the School Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and made concessions in the course of negotiations of bargaining, subject only to such ultimate ratification.
- C. There shall be two signed copies of any final Agreement. One copy shall be retained by the Employer and one by the Association. Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the Agreement is signed and presented to bargaining unit members. In addition, the Employer shall provide the Association with five (5) copies at no charge.

### SECTION 13 - WORK YEAR, WORK WEEK, WORK DAY

- A. The normal work year for bargaining unit members shall be one hundred eighty three (183) days inclusive of three (3) in-service days which coincide with teacher in-service days, except for assignments associated with programs operated on a diminished schedule during the normal school year or for extended year (e.g. 230 day) programs. The minimum call-in time for emergency situations shall be two (2) hours.
- B. If a regular bargaining unit member is assigned to work as a substitute, he/she shall be paid their regular rate for that assignment.
- C. Bargaining unit members shall be granted a daily fifteen (15) minute period for purposes of completing preliminary and postliminary activities associated with their work assignment. These activities shall include, by way of illustration, safety checks and vehicle cleanup.
- D. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled as necessary to ensure that there are a minimum number of days of student instruction as prescribed by Michigan law and/or as required by the Michigan Department of Education. Employees shall be excused without loss of pay from reporting for school on those days which are cancelled due to the above conditions; however, employees will report on rescheduled days with no additional compensation.

The parties agree that this Contract provision has been negotiated to comply with the provisions of the State Aid Act and to ensure that the Employer will incur no loss of state aid. Further, the parties recognize the Employer's obligation to comply with requirements set forth by the State Board of Education respecting the number of "student instruction" days, as defined by that agency. In addition to any requirement of the State Aid Act to receive full state aid, the parties agree to reschedule lost days of student instruction (attributable to the above conditions) to ensure the minimum number of instructional days mandated by the Department of Education for both regular school year and extended year programs (e.g. 230 day programs).

- E. In addition to Section 13, D, above, when Intermediate School District activities are not closed due to inclement weather and when, in the judgment of the bargaining unit member, such inclement conditions make it unsafe to pick up individual student(s), such students shall not be transported and the bargaining unit member shall not lose pay as a result. Bargaining unit members shall report such situations to the Administration as soon as is practical on such days.

## SECTION 14 - WORKING CONDITIONS

- A. Bargaining unit members shall not be required to work under recognized unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Bargaining unit members shall immediately report any recognized, unsafe, or hazardous conditions to their immediate supervisor. Bargaining unit members recognize their responsibility to perform their duties in a manner so as to minimize unsafe or hazardous conditions.
- B. Bargaining unit members shall be permitted emergency stops for purposes of using rest room facilities. Bargaining unit members agree that such stops shall be kept to a minimum and that supervision of students being transported shall be provided during such stop.
- C. A bargaining unit member shall be responsible to an immediate supervisor, said supervisor to be designated by the Employer to be the Supervisor of Transportation. The designation of an immediate supervisor shall not preclude the exercise of normal and customary managerial duties by central office administrators with respect to bargaining unit personnel.
- D. Drivers who are requested to wash vehicles at home will be reimbursed at \$10.00 per wash for mini vans, \$10.00 for mini-busses and \$15.00 for full size busses or be reimbursed for money spent at an automatic wash upon submitted receipt up to one time per week. Employees shall be reimbursed for expenses incurred at automatic/self-service car washes. This will be limited to one (1) visit per week. Bargaining unit members shall receive ten (10) dollars per month up to six (6) months per school year reimbursement for electricity used for warm-up devices used in propane or diesel vehicles. The employee will provide cost verification at the request of the Employer. Bargaining unit members shall be reimbursed for such other approved expenses as are required to perform their duties. Verification will be presented at the Employer's request.
- E. When practical field trips/extra runs shall be offered to bargaining unit members first as long as it does not make them eligible for overtime.

## SECTION 15 - VACANCIES, TRANSFERS AND PROMOTIONS

- A. A vacancy shall be defined as a newly-created position or a present position that is not filled and that the Employer has stated its intention to fill.
- B. All vacancies shall be distributed to members of the bargaining unit. Employees shall have ten (10) work days to apply for the vacancy. Said posting shall contain the following information:
  - 1. Type of Work
  - 2. Location of Work (as known on date of posting)
  - 3. Starting Date
  - 4. Rate of Pay
  - 5. Hours to be Worked (as known on date of posting)
  - 6. Classification
  - 7. Minimum Requirements
  - 8. Ending date for applications
- C. Interested bargaining unit members may apply in writing to the Superintendent or designee within the ten (10) day posting period. The employer shall notify bargaining unit members of vacancies occurring during the summer months of June, July, and August by sending notice of same to each bargaining unit member by U.S. mail to their last known address. The Association president shall be notified by mail of each vacancy which is to be posted. Vacancies occurring during the summer months as defined above shall be posted for a minimum of twenty (20) work days prior to being filled by the Employer as otherwise covered by this Section.
- D. Vacancies will be filled with the most qualified, seniored, applicant, should more than one member apply, provided that the most seniored candidate would add no more than ten (10) miles, round trip to the route as compared to less seniored applicants. In such case, the Employer may waive the mileage factor at its discretion. The situations where there is only one applicant from the bargaining unit, such member shall be given priority over outside applicants subject to the mileage restrictions and waiver clause as outlined above.
- E. Within ten (10) work days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association.
- F. The parties agree that involuntary transfers of bargaining unit members are to be affected only for reasonable and just cause.

## SECTION 16 - SENIORITY

- A. Seniority shall be defined as length of service within the District as a member of the bargaining unit (excluding periods of layoff and unpaid leave). Accumulation of seniority shall begin from the bargaining unit member's first working day. In the event more than one (1) individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.
- B. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- C. The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings within thirty (30) work days after the effective date of this Agreement with revisions and annual updates prepared and posted by October 15<sup>th</sup> of each year thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association. Any objections to the seniority list shall be raised by the Association within thirty (30) days of receipt.
- D. Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement, or transfer to a non-bargaining unit position.

## SECTION 17 - REDUCTION IN PERSONNEL, LAYOFF AND RECALL

- A. Layoff shall be defined as a necessary reduction in the number of routes which results in the discontinuation of employment of a designated number of employees.
- B. No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least forty-five (45) calendar days prior to the effective date of the layoff, if possible. In no event shall such notice be less than ten (10) work days. In the event of a necessary reduction in work force, the Employer shall first lay off probationary bargaining unit members. In no case shall a new employee be employed by the Employer while there are laid off bargaining unit members who are qualified for a vacant or newly-created position.
- C. There shall be no reduction in the normal work hours provided for any bargaining unit member or position without prior notification to the Association. In no case shall a reduction of any bargaining unit member's work hours take effect until ten (10) work days after written notice to the affected bargaining unit member(s) is given by the Employer. When students are absent due to illness or other reasons but are expected to return, bargaining unit members shall maintain their normal hours for the duration of such absence up to the first ten (10) days.
- D. A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address. A recalled bargaining unit member shall be given fifteen (15) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to notify the Employer of his/her intent to report to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports with the fifteen (15) day period. Bargaining unit members recalled to work for which they are qualified and which is commensurate with the position left are obligated to take said work. A bargaining unit member who declines recall for work for which he/she is qualified shall forfeit his/her seniority rights and shall be considered to have terminated his/her employment with the District.
- E. The order of layoff and recall shall be determined by seniority with the least senior to be laid off first and the most senior to be recalled first subject only to the mileage considerations covered in Section 15 (D).



## SECTION 18 - JOB DESCRIPTION AND CLASSIFICATION

- A. A job description for the transporter classification has been developed as part of this Agreement and is included as Appendix A. The description shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the District through distribution of this Agreement.
- B. The basic compensation of each bargaining unit member shall be as set forth in Schedule A. There shall be no deviation from said compensation rates during the life of this Agreement.
- C. The following conditions shall apply to all overtime work:
  - 1. Time and one-half will be paid for all hours worked over forty (40) hours in one (1) week and all hours worked on Saturdays or Sundays.
- D. All drivers must pass required physical examinations. Physical examinations shall be given by a school designated physician and shall be paid by the Employer.
- E. Inservice sessions arranged for bargaining unit members shall be compensated in the following manner:
  - 1. Inservice sessions at the conclusion of or within the school day shall be compensated as if there were no interruption of duties.
  - 2. Inservice sessions requiring attendance beginning more than one (1) hour after the end of the transporter's normal day shall be paid for actual time in attendance at the session plus one-half (1/2) hour for time traveled.

## SECTION 19 - CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike against the Employer, as defined by the Public Employment Relations Act, (MCLA 423.201 et seq; MSA 17.455 (1) et seq).
- B. The employer also agrees that it will not lockout any bargaining unit member during the term of this Agreement.

SECTION 20 - ILLNESS AND DISABILITY

- A. At the beginning of each work year, each bargaining unit member shall be credited with ten (10) days of sick leave, one-half (1/2) of the unused portion of which shall be paid out at the employee's daily rate of pay at the end of the school year and the other half of which shall be allowed to accumulate each year to a total of sixty (60) days. Bargaining unit members who start work after the beginning of the school year shall have the ten (10) days prorated on a monthly basis or the major fraction thereof.
  
- B. Absence due to an injury incurred in the course of the bargaining unit member's employment shall not be charged against the bargaining unit member's sick leave days.
  
- C. The sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:
  - 1. Personal Illness or Disability: The bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, child birth and recovery. The bargaining unit member may use all or any portion of his/her leave for purposes of adoption or child care subsequent to childbirth.
  
  - 2. Illness in the Immediate Family.
  
- D. A bargaining unit member who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall, upon application as outlined in Section 22 Unpaid Leaves, be granted an unpaid leave of absence for the duration of such illness or disability, up to one (1) year.
  
- E. It shall be the responsibility of the Administration and not the bargaining unit member to decide the necessity and the identity of substitutes for bargaining unit members taking leaves as provided under Section 20, 21 and 22. The employer shall contact and secure all substitutes.
  
- F. Members showing exceptional discretion in sick leave usage shall be compensated on the following basis:

0 Days Used Per Year	\$175.00
Up to 2 Days Used Per Year	\$125.00
More than 2, Up to 4 Days Used Per Year	\$ 75.00
More than 4 Days Used Per Year	\$ 0.00
  
- G. Bargaining unit members working during the summer for the District shall be allowed to utilize accumulated sick leave during the summer.

SECTION 21 - OTHER PAID LEAVES

- A. Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, including requested attendance during an arbitration or fact-finding proceeding, shall be paid his/her full compensation for such time. Compensation received from the court for such duty shall be remitted to the District.
  
- B. The bargaining unit member shall be granted a maximum of three (3) days paid leave per death for immediate family members. Immediate family shall be interpreted as husband, wife, mother, father, step-mother, step-father, brother, sister, children, grandchildren, father/mother-in-law, grandparents, and grandparents-in-law. The bargaining unit member may take one (1) paid day per death to attend the funeral of any person. Unused funeral/bereavement leave shall not be cumulative. Bargaining unit members working during the summer for the District shall be allowed to utilize this leave during such duty in which case the limits referenced above shall be charged against the next year's allowance. An extension to this leave may be requested by the employee and granted by the superintendent.
  
- C. Bargaining unit members shall be granted two (2) days per year, from the ten (10) days allotted in Section 20, A, non-accumulative, which may be used by the employee for his or her personal business. Use of such days shall require a forty-eight (48) hour notice to the immediate supervisor except in emergency circumstances. Personal leave days are not to be used for recreation or leisure or to extend a vacation or holiday. Personal leave days may be used during times (other than weekends or summer recess) that the district is closed and the member would otherwise be unpaid.
  
- D. Each bargaining unit member shall receive the following paid holidays:

Thanksgiving Day

Christmas Day

New Years Day

## SECTION 22 - UNPAID LEAVES

### A. Unpaid leaves of absence may be taken for the following purposes:

1. **Military Leave:** A military leave (to the extent required by law) shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall enlist, volunteer or be called for active duty in the National Guard or Reserve.
2. **Parental/Child Care:** A leave of up to one (1) year may be granted to any bargaining unit member for the purpose of child care. A child care leave shall only be taken when the object child of the leave is newborn, newly adopted or critically ill. It is further understood that a bargaining unit member shall have the right to commence a child care leave prior to or subsequent to the birth of his/her child, at his/her option.

The bargaining unit member may request to terminate the leave anytime after the birth of the child, such termination subject to the approval of the District and provided that she is physically able to perform her work responsibilities. In the event of the death of the object child of the leave, the bargaining unit member shall have the right to terminate the leave upon ten (10) calendar days notice to the District, provided that she is physically able to perform her work responsibilities.

3. The bargaining unit member may request and the Board may approve other unpaid leaves of absence.

### B. General conditions pertaining to unpaid leave shall be as follows:

1. Seniority shall remain unbroken but shall not accumulate during an unpaid leave of more than one (1) semester.

Experience credit for the purpose of entitlement to salary steps under this contract shall not accrue during unpaid leaves of ninety (90) days or more.

2. Unpaid leaves requested due to illness/disability must be accompanied by a physician's certificate that the employee is unable to work and the general reason therefore. Physician's statements shall be by a medical doctor (M.D.) or a doctor of osteopathy (D.O.). The District shall have the right to independent medical verification both before the employee is granted leave and before the employee is permitted to return to work. Such verification shall be at the District's expense and shall be arranged with the employee at a mutually convenient time.
3. All requests for unpaid leave shall be submitted to the Superintendent or his/her designee in writing. The request shall specify the desired beginning and ending dates of the leave and the purpose for which leave has been requested. The employee and District shall cooperate to schedule the beginning and ending dates of leave so as to cause the least disruption to school operations, considering also the needs of the employee.

Section 22 - Unpaid Leaves, continued.

4. An extension of up to one (1) year may be granted on all of the above-stated leaves. At least thirty (30) days prior to the ending date of the leave, a bargaining unit member must notify the District in writing of the request for an extension, giving the ending date of the extension. The District will notify the bargaining unit member within ten (10) calendar days upon receipt of the request for extension as to whether or not the extension has been granted.
5. Employees on an unpaid leave of absence shall confirm to the Superintendent, in writing, their intent to return immediately on expiration of their leave. This written notification must be received by the Superintendent not less than twenty (20) calendar days prior to the expiration date of the leave.
6. Return from leave shall be to the employee's former classification (transporter). Failure to return from leave on the date specified (unless otherwise excused) shall constitute a termination of employment with the District.
7. Bargaining unit members shall not be eligible for any unpaid leave under this Article with the exception of leaves covered by and applied for under the Family Medical Leave Act until completion of one (1) year of service with the District, unless granted by the Superintendent because of unusual or emergency circumstances.
8. The Association shall have a bank of fifty (50) days which may be used by members as unpaid leave days subject to the following conditions:
  1. Usage is limited to two (2) members on any one day on a first come, first served, basis. Such limit may only be exceeded through approval of the Superintendent.
  2. Each member is limited to two (2) days of such unpaid leave per year. Usage above the two (2) days requires approval of the Superintendent.
  3. In situations as described above which require administrative approval, one criteria which will be required will be the availability of a qualified substitute. Such substitute must be secured prior to such exceptions being granted.

## SECTION 23 - BARGAINING UNIT MEMBER EVALUATIONS

- A. All monitoring or observation of the work of each bargaining unit member shall be conducted on the basis of personal observation or investigation. Electronic surveillance equipment shall not be used exclusively in place of personal observation for evaluation purposes as outlined in this section.

It is understood that the evaluation process includes assessment of the bargaining unit member's total job performance and may be in part based upon job-related conduct which has not been personally observed by the supervisor. In the latter circumstance the supervisor shall identify the specific facts involved which shall be substantiated before inclusion in the evaluation.

- B. Bargaining unit member evaluation shall be by formal observation or investigation of bargaining unit member work. Each evaluation shall include at least one (1) Observation of Driving Checklist completed as a result of an announced formal observation by the Supervisor as a passenger in the driver's assigned vehicle. This observation shall be preceded by twenty four (24) hours advance notice except in extreme circumstances. This shall not prohibit a supervisor from boarding a vehicle for the purpose of assuring the safety of students or Intermediate School District property. Informal observations attached to the evaluation shall be accompanied by verification where appropriate.

Observations shall be for periods of time that accurately sample the bargaining unit member's work. Each bargaining unit member, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria shall be limited to the actual performance of job duties. Work outside of the bargaining unit member's normally assigned duties shall not be evaluated. Evaluations shall be by personal observation or investigation conducted by the bargaining unit member's immediate supervisor.

- C. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) work days of the evaluation. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the bargaining unit member is to improve and of the assistance to be given by the employer towards that improvement. The employee agrees to cooperate with administrative efforts at performance improvement.

In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that improvement has taken place, provided that the supervisor has had the opportunity in the subsequent observation to witness conditions comparable to those underlying the original deficiency rating.

- D. Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member shall submit a rebuttal to the

## Section 23 - Bargaining Unit Member Evaluations, continued

written evaluation if he/she disagrees with the content of the evaluation. Such rebuttal must be submitted within ten (10) work days from receipt of the evaluation by the bargaining unit member.

All written evaluations are to be placed in the bargaining unit member's personnel file.

- E. At the completion of the probationary period an evaluation of the bargaining unit member's work shall be completed following the procedures of this provision. Additionally, all bargaining unit members shall be evaluated as set forth herein by May 20 of each year. Failure to complete such evaluations shall be interpreted to mean that the employee's performance during the time period in question was satisfactory.
- F. In the event a bargaining unit member is not continued in employment, the employer will advise the bargaining unit member of the specific reasons therefore in writing. If a bargaining unit member is discharged, the Employer will advise the Association of the discharge and the identity of the employee. If the employee consents, the Employer shall advise the Association of the reasons for discharge.
- G. Each bargaining unit member's evaluation shall include at the conclusion of the report the statement: "Considering all factors, the work performance of this bargaining unit member is \_\_\_satisfactory, \_\_\_satisfactory (needs improvement), or \_\_\_unsatisfactory (check one)," and one of the items must be checked.



## SECTION 24 - INSURANCE/MISCELLANEOUS BENEFITS

- A. The employer shall provide insurance benefits as determined by the Association for a full twelve-month period from September 1, through August 31 for each bargaining unit member.
1. For the 2008-2009 plan year, the employer shall provide the Blue Cross Blue Shield Community Blue PPO Option Two with Rx plan single subscriber amount of \$402.08 monthly for individuals needing health insurance. Individuals who wish to purchase additional insurance or who exceed the limits set forth for payment by the employer as described in this section shall have the balance of such cost paid through payroll deduction and/or direct payment and shall figure such payment on the basis of twenty-one (21) pays.
  2. For the 2009-2010 plan years (July 1 - June 30) the dollar amounts listed above will be increased based on the 2008-2009 the consumer index medical care (total) category. The dollar amount for the 2009-2010 level or until a successor agreement is ratified by both the employer and the Association shall increase by the medical care CPI.

It is understood that the dollar amounts for the 2010-2011, 2011-2012 and 2012-2013 plan years shall be adjusted using the same process.

3. Once the dollar limits for the plan year and the insurance rate have been announced, the Association has the ability to increase or decrease benefits based on the dollar constraints and will determine the makeup of the insurance benefit package including carrier and level of benefits. If the cost of benefits is less than dollar limits, surplus dollars shall be placed in escrow and will be used to fund future year benefit levels. The Association may choose to continue with the present carrier but dollar amount in excess of the dollar limits plus dollar amounts placed in escrow would be the responsibility of the individual employee through salary deduction. If the Association is unable to develop a health insurance package consistent with the dollar constraints listed above, the Master Contract will be opened to select an alternative carrier. The goal of such negotiations would be to provide a fully paid health insurance package that is mutually agreed upon and is consistent with the financial guidelines.
4. The Executive Board of the Association shall have the responsibility to determine plan package and benefit levels and shall notify the Employer by June 1 of each year of the benefit plan selected and benefit level.
5. The employer shall provide, at no cost to the bargaining unit member, VSPIII Gold or equivalent vision insurance to the member and his/her immediate family.
6. The employer shall provide MESSA life insurance (member only) at \$30,000 with AD&D at no cost to the bargaining unit member.

Section 24 - Insurance, continued.

7. The employer shall provide MESSA long-term disability (LTD) insurance at 60%, Plan I, \$2,000 monthly maximum on benefits to the bargaining unit member at no cost to him/her. The Employer agrees to review and consider an upgrade to the LTD insurance coverage from a ninety (90) day fill to a thirty (30) day fill.

B. For individuals not requiring health insurance, the employer shall provide the MESSA Limited single subscriber amount above (A.1) which may be applied toward MESSA fixed or variable options or a cash option in lieu of health benefits up to the amount of the MESSA Limited single subscriber premium not used in C, above, according to the following:

1. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.
2. The amount of cash payment received may be applied by the bargaining unit member to an MEA financial services tax-deferred annuity. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.
3. The program will become effective not more than ninety (90) calendar days from the ratification of this agreement, benefits currently being provided to bargaining unit member employees shall continue as is until the newly negotiated benefits program is in effect.
4. All cost relating to the implementation and administration of benefits under this program shall be borne by the employer.

C. Bargaining unit members may contribute up to one percent (1%) of gross yearly salary into an annuity through MEA Financial Services or other mutually approved vehicle. Once the member has reached the one percent (1%) level, the employer will contribute two percent (2%) of gross yearly salary. The member may exceed the one percent (1%) contribution on his/her own behalf, however, the employer shall not be required to provide amounts over two percent (2%).

D. The employer shall reimburse bargaining unit members for the cost of commercial driver's license fees and renewals upon presentation by the bargaining unit member of proof of successful application and receipt. Bargaining unit members so reimbursed shall agree to complete the school year following such reimbursement. Bargaining unit members voluntarily terminating employment before completing such school year shall have the amount of the reimbursement deducted from their last check.

SECTION 25 - DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2009 and continue in effect through August 31, 2013.

In witness whereof the parties hereto have caused this Agreement to be signed by their representative on this 1<sup>st</sup> day of September, 2009.

<u>UNION</u>	<u>EMPLOYER/CHAR-EM ISD</u>
By _____ President	By _____ President
By _____ Secretary	By _____ Secretary
By _____	By _____ Trustee
By _____	By _____ Trustee
By _____	By _____ Trustee
By _____	By _____ Trustee
By _____ Spokesperson	By _____ Superintendent

## APPENDIX A

### CHARLEVOIX-EMMET INTERMEDIATE SCHOOL DISTRICT

#### JOB DESCRIPTION FOR TRANSPORTERS

##### 1. CERTIFICATION

- A. Meet State requirements for appropriate licensing; as a minimum, a valid chauffeurs/class 3 endorsement.
- B. Meet State physical examination requirements; as a minimum, a physical - not less than once every 5 years, paid for by the Employer as provided under Section 18 of this Agreement.
- C. Approved driving record of less than 7 points.
- D. Tuberculin test once every 3 years.
- E. Physicians diabetes questionnaire completed annually (for diabetics).
- F. Capable of lifting adaptive equipment (e.g. wheelchairs).
- G. Meet the requirements of the Michigan Essential Insurance Act for Standard Automobile Insurance.

##### 2. QUALIFICATIONS

- A. Demonstrated responsibility, dependability, efficiency.
- B. Ability to work cooperatively with people.
- C. Demonstrate a pleasant, positive attitude.
- D. Demonstrate the ability to keep all information regarding a student and family confidential.
- E. Attendance at a minimum of two (2) inservice sessions per year with compensation as provided for under Section 18 of this Agreement.

##### 3. SPECIFIC RESPONSIBILITIES

- A. Drive defensively under varying traffic conditions and inclement weather.
- B. Operative vehicle on approved time schedule.
- C. Use established routes and designated route stops.

Appendix A, continued.

- D. Drive with safety of students as first priority.
- E. Instruct riders regarding being responsible passengers.
- F. Conduct pre-trip inspection of vehicle prior to every trip.
- G. Perform vehicle housekeeping duties inside and out.
- H. Fill gas tank and add oil when necessary.
- I. Report vehicle defects to supervisor.
- J. Complete required bookkeeping requirements.
- K. Report vehicle accidents and pupil injuries to authorities.
- L. Follow evacuation drills in keeping with school policies.
- M. Administer disciplinary procedures in keeping with school policies.
- N. Report personal absences in time for supervisor to secure substitute driver.

#### 4. SPECIFIC PERFORMANCE ABILITIES

- A. Operate all vehicle types used in transporting pupils in school district.
- B. Knowledge of geographic service area of school district.
- C. Demonstrate knowledge of rules and regulations promulgated by local, state and federal authorities regarding special education as these pertain to transportation.
- D. Demonstrate knowledge of state laws and local ordinances regarding traffic regulations.
- E. Deal with exuberant behavioral characteristics of youthful riders.
- F. Be alert and exercise good judgment concerning emergencies, disabled vehicles and irregular special request by parents of riders.
- G. Establish favorable working relationships with other drivers, maintenance personnel, teachers, students, principals and total school staff.
- H. Exhibit positive image as a representative of the school district.

APPENDIX B

CHARLEVOIX-EMMET INTERMEDIATE SCHOOL DISTRICT

TRANSPORTER APPRAISAL

NAME \_\_\_\_\_ APPRAISAL PERIOD \_\_\_\_\_  
 ( ) Probationary ( ) Yearly Appraisal

I. CERTIFICATION

	Satisfactory	Satisfactory Needs Improvement	Un- Satisfactory
A. Valid Chauffeurs/Class 3 endorse/CDL Certification (or license)			
B. Physical annually			
C. Accumulated points or violations - # Points ____ (Must be under 7 points) Accident Record: # Preventable ____ # NonPreventable ____			
D. Tuberculin test within three (3) years			
E. Annual Diabetes Statement			
F. Meets Michigan's Essential Ins. Act			

II. QUALIFICATIONS

	Satisfactory	Satisfactory Needs Improvement	Un- Satisfactory
A. Demonstrates responsibility, dependability, efficiency			
B. Demonstrates ability to work cooperatively with people			
C. Demonstrates a pleasant, positive attitude			
D. Demonstrates the ability to keep all information regarding a student and family confidential			
E. Participated in a minimum of 2 inservice sessions per year Date: _____ Date: _____			
F. Recommendations and/or comments regarding qualifications			

### III. JOB PERFORMANCE

	Satisfactory	Satisfactory Needs Improvement	Un- Satisfactory
<b>A. DRIVING HABITS</b>			
1. Observes state, county, city driving laws, rules & regulations			
2. Observes speed limits (under/over)			
3. Follows time schedule established for route and the 2-min. stop rule			
4. Follows defensive driving guidelines			
<b>B. STUDENT CONTROL</b>			
1. Reports problems to supervisor regarding student behavior			
2. Has established rules for riders			
3. Applies rules consistently			
4. Shows concern for student welfare (i.e. adult to receive child)			
5. Follows behavior management/supervision policies			
<b>C. PRE-TRIP INSPECTION</b>			
1. Inspection completed daily			
2. End of year vehicle checklist completed			
<b>D. CARE AND MAINTENANCE OF VEHICLE</b>			
1. General cleanliness of vehicle			
2. Timely reporting of needed repairs			
3. Proper care of emergency and other equipment			
4. Timely oil change and maintenance checks			
<b>E. RECORD KEEPING</b>			
1. Accurate and timely reports			
a) Odometer readings			
b) Amoco slips			
c) Map of routes			
2. Pickup and drop-off times recorded			
3. Emergency cards completed and in vehicle			
<b>F. POLICIES</b>			
1. Adheres to child restraint system policy			
2. Adheres to non-smoking policy			
3. Adheres to seatbelt policy			
4. Uses vehicle for official business only			
5. Has emergency evacuation procedures			
6. Adheres to confidentiality policy			
7. Adheres to route/timelines policy			

G. RECOMMENDATIONS AND/OR COMMENTS ON JOB PERFORMANCE: \_\_\_\_\_

---

IV. OBSERVATION OF DRIVING CHECKLIST (ATTACHED)

Date of Observation: \_\_\_\_\_ By Whom: \_\_\_\_\_

V. CONCLUSIONS AND RECOMMENDATIONS

- A. Overall Appraisal: ( ) Satisfactory  
( ) Satisfactory/Needs Improvement  
( ) Unsatisfactory

B. Recommendations for Improvement: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that my signature is not intended to indicate my agreement with the appraisal but indicates I have read the appraisal. I recognize my right to discuss this appraisal with my evaluator and attach comments concerning this appraisal.

\_\_\_\_\_  
Evaluator Date Employee Date

Personnel File



OBSERVATION OF DRIVING CHECKLIST

Date of Observation: \_\_\_\_\_

By Whom: \_\_\_\_\_

	Satisfactory	Satisfactory Needs Improvement	Un- Satisfactory
A. Demonstrates responsibility, dependability, efficiency			
B. Demonstrates ability to work cooperatively with people			
C. Demonstrates a pleasant, positive attitude			
<b>DRIVING HABITS</b>			
1. Observes state, county, city driving laws, rules & regulations			
2. Observes speed limits (under/over)			
3. Follows time schedule established for route and the 2-minute stop rules			
4. Follows defensive driving guidelines			
<b>STUDENT CONTROL</b>			
1. Reports problems to supervisor regarding student behavior			
2. Has established rules for riders			
3. Applies rules consistently			
4. Shows concern for student welfare (i.e. adult to receive child)			
5. Follows behavior management/supervision policies			
<b>PRE-TRIP INSPECTION</b>			
1. Inspection completed			
<b>CARE AND MAINTENANCE OF VEHICLE</b>			
1. General cleanliness of vehicle			
<b>RECORD KEEPING</b>			
1. Emergency cards completed and in vehicle			
<b>POLICIES</b>			
1. Adheres to child restraint system policy			
2. Adheres to non-smoking policy			
3. Adheres to seatbelt policy			
4. Adheres to route/timelines policy			
Recommendation and/or comment as a result of observation: _____			

(List of students in vehicle attached)

APPENDIX C

Salary Schedule

<b>2009-2010</b>									
	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
Bus	11.72	12.39	13.07	13.74	14.42	15.20	16.24	17.28	18.32
Car/Van	10.90	11.59	12.26	12.94	13.62	14.39	15.43	16.48	17.51
<b>2010-2011</b>									
	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
Bus	11.95	12.64	13.33	14.02	14.71	15.50	16.57	17.63	18.69
Car/Van	11.12	11.82	12.51	13.20	13.89	14.68	15.74	16.81	17.86
<b>2011-2012</b>									
	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
Bus	12.19	12.89	13.60	14.30	15.00	15.81	16.90	17.98	19.06
Car/Van	11.34	12.06	12.76	13.47	14.17	14.97	16.06	17.15	18.22
<b>2012-2013</b>									
	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
Bus	12.43	13.15	13.87	14.58	15.30	16.13	17.23	18.34	19.44
Car/Van	11.57	12.30	13.01	13.74	14.45	15.27	16.38	17.49	18.59

Time cards will be kept, and wages paid accordingly for the first five (5) weeks of the school year. Excluding the first week of the school year, the average weekly number of hours (AWH) will be computed for each driver by totaling his/her hours reported for the last four (4) weeks of the time period and dividing by four (4). This figure will then be multiplied by the appropriate hourly rate to produce the average weekly wage (AWW). The AWW will then be paid to the bargaining unit member on a bi-weekly basis for the remainder of the first semester. In a similar manner, the miles traveled will be averaged, producing the average weekly mileage (AWM). Should student(s) be added or subtracted from the member's route during that time, no hourly compensation will be either subtracted or added to the member's bi-weekly check except that additional mileage required to pick up or drop off students beyond the AWM established during the first five (5) weeks shall be recorded, reported on a weekly basis and paid as an additional amount at the then-current IRS per mile allowance. If driver takes new route during semester, re-do process for five (5) weeks to establish new AWW and AWM.

In the second semester, the same procedure will be followed, establishing a new AWW and AWM over a three (3) week period, and making necessary adjustments because of the changing route(s) only for those routes which have experienced changes as outlined above over the course of the first semester. Those routes not experiencing such changes over the first semester will continue to be paid as per the first semester.

Appendix C - Salary Schedule, continued.

**EXAMPLE:**

Hourly Rate - 10.00  
Hourly Rate - 10.30

HOURS/MILEAGE FOR FIRST FIVE WEEKS:

Sept. 2-5	Sept. 8-12	Sept. 15-19	Sept. 22-26	Sept. 29-Oct. 3	AWH/AWM
<del>16 HR</del>	26 HR	+ 24 HR	+ 23 HR	+ 23 HR /4	= 24 HR
<del>245 MI</del>	289 MI	+ 265 MI	+ 263 MI	+ 268 MI /4	= 271.5 MI

AWW:  
24 HR X 10.30/HR = 247.20

Pay is maintained at \$247.20 per week for the balance of the first semester.

Should (A) stop(s) be added to the route which increase mileage, additional miles per week would be added at IRS rate.

**EXAMPLE** (*using above AWW*):

Two stops are added, one which causes no additional miles and one which adds 10 MI/day or 50 MI/week.

Current IRS mileage is .55 cents per mile.

.55 X 50 = \$27.50 per week additional for the balance of the semester.

New AWW = \$247.20 + 27.50 = \$274.70 per week.