

**AGREEMENT  
BETWEEN**

**BOARD OF EDUCATION  
OF THE  
NORTHVIEW PUBLIC SCHOOLS**

**AND**

**KENT COUNTY EDUCATION ASSOCIATION**

**TRANSPORTATION**

**July 1, 2013 - June 30, 2016**

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## **AGREEMENT**

### **Section A. Parties**

This AGREEMENT is made and entered into on the 6th day of June, 2013, between the Board of Education of Northview Public Schools hereinafter called the "Board", and the Kent County Education Association, Michigan Education Association, National Education Association (MEA/NEA), hereinafter called the "Association".

### **Section B. Application**

All terms and conditions of employment specified in this contract apply only to those members of the Kent County Education Association that are employees of the Northview Board of Education as specified in **Article I, Recognition Clause**.

The power to decide whether or not to enter into, ratify, or execute a collective bargaining agreement with the Northview Public Schools Board of Education rests solely with the members of the Northview Transportation Association, and shall not be delegated to any bargaining representative or any education association or conditioned on approval by any bargaining representative or any education association.

### **Section C. Headings**

The headings used in this Agreement are for reference only and shall not add to nor subtract from the express terms and provisions contained therein.

## **PURPOSE**

### **Section A. Establish Terms and Conditions**

This Agreement is negotiated pursuant to the Public Employment Relations Act No. 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

### **Section B. Cooperative Dispute Resolution**

The Board and the Association recognize it is the intent and purpose of this Agreement to promote and ensure a spirit of confidence and cooperation between the Board and its Employees as well as establish an orderly and peaceful resolution of labor disputes which may arise during the life of this Agreement; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

### **Section C. Binding Obligation**

The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent.

## **ARTICLE I – RECOGNITION**

The Board hereby recognizes the Kent County Education Association, the Michigan Education Association, and the National Education Association, (KCEA/MEA/NEA), as the sole and exclusive bargaining agent, for all full-year, school year and regularly scheduled part-time school bus drivers, excluding the Director of Transportation, substitutes, and all other employees.

## **ARTICLE II – ASSOCIATION RIGHTS**

### **Section A. School Building Use**

The Association and its members may use the district facilities at reasonable hours for meetings as long as the building is covered by the operating staff. Room arrangements shall be made with the principal involved or the

Superintendent or designee. The Association may be required to secure an approved Building Use permit before the use of any school facility.

#### **Section B. Posting Notices and School Mail Use**

The Association will have the right to place notices, circulars, and other material on Association bulletin boards, with at least one of which shall be provided in each work site, and mail boxes. Authorized representatives of the Association will assume the responsibility for posting or distributing materials of the Association. The school mail system may be utilized by the Association for its official business.

#### **Section C. School Equipment Use**

The Association may use office equipment at reasonable times when such equipment is not in use. Administrative notification will be given prior to such use. The Association shall furnish all materials and supplies incidental to its operation.

#### **Section D. Information**

The Board will, in accordance with Board Policy No. 8310, dated July 12, 1999, furnish the Association, in response to written request, copies of public records or documents. The Association may be requested to compensate the Board for the cost of reproduction and making the materials available.

#### **Section E. Copies of the Agreement**

The Board will furnish a copy of this Agreement to each employee in the bargaining unit and to each new employee and twenty (20) additional copies to the Association without cost.

#### **Section F. Membership Fees and Payroll Deduction**

The Board will make available to the treasurer of the Association the names and addresses of each employee separated from the payroll, hired, laid off, recalled, placed on approved leave of absence, or a change of address within fifteen (15) days of such change.

#### **Section G. Association Release Time**

1. **Grievances/Negotiations.** The Association shall not lose time or pay for authorized time spent investigating complaints and or handling grievances, or negotiations during their regular scheduled working hours. The Board shall not be obligated to grant time during the employee's paid working hours.
2. **Association Conferences/Training Sessions.** Each school year, the Association shall be allowed up to twenty (20) hours of released time for employees at the trip rate of pay to attend conferences and training sessions endorsed by the Association. The Board in its discretion may approve these hours for other Association related activities upon request from the Association on each occasion.
3. **Union Meetings.** The Association will make every effort to schedule meetings during non-driving times. Release time will be used only when absolutely necessary.

### **ARTICLE III – EMPLOYEE RIGHTS**

#### **Section A. Right to Support Association**

Pursuant to applicable Michigan statutes the Board hereby agrees that every employee of the Board of Education shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining. The Board will not directly or indirectly discourage, deprive, or coerce any employees

in the enjoyment of any rights conferred by Act 379 of the State of Michigan or of the Constitution of the United States.

### **Section B. Non-Discrimination**

The Board will not discriminate against any employee with respect to hours, wages or any term or condition of employment by reason of membership in the Association, participation in collective bargaining with the Board, nor institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

### **Section C. Discipline**

Any employee may be disciplined for misconduct or failure to properly perform duties. No employee shall be reprimanded, disciplined, discharged, reduced in rank or compensation without just cause. All such discipline shall be progressive in nature. The following represents progressive disciplinary action:

1. Oral reprimand
2. Written reprimand
3. Suspension with or without pay, as determined by supervisor
4. Termination

The purpose of progressive discipline is to correct the misconduct or failure to properly perform duties at the lowest effective step. Discipline will be progressive in nature except in cases where there have been violations of the law or extreme violations of the written rules and policies of the district. Written rules and policies of the district will be made available to employees at their work site.

### **Section D. Association Representation**

Any bargaining unit member who is to be reprimanded, warned or disciplined for any infraction of school policy or delinquency in their performance, will, upon the bargaining unit member's request, have an Association representative of her/his choice at the reprimand, warning or discipline. When a request for such representation is made, no action will be taken until a representative can be present. However within twenty-four (24) hours a date will be set for the meeting to take place. In extreme cases of misconduct, the Board reserves the right to place an employee on unpaid leave pending the meeting with the Association representative. The Association will provide the Board with a known representative for the transportation garage.

### **Section E. Personnel File**

Each employee has the right to review the complete contents of her/his personnel file. A representative of the Association may accompany the employee if so requested. No evaluative material may be placed in the personnel file to which the employee has not been allowed to respond in writing. All written responses by the employee will be included in the personnel file. Reprimands will be removed from the employee's personnel file at the written request of the employee after two (2) years if there has been no further disciplinary action, letter(s) or warning and/or suspension(s) related to the problem. However, if other unrelated disciplinary action, letter(s) of warning and/or suspension(s) should occur within the two (2)-year period, the original reprimand will only be removed at the written request of the employee and the approval of the Superintendent or designee. The Central Office file is the official personnel file. The employee shall be notified of any external request to review or copy their personnel file. Before any documents are released, the employee will have the opportunity to review the request and all documents subject to the request. An Association representative may be present.

### **Section F. Complaints**

No material, including student, parental, or school personnel complaints, will be placed in the employees personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be reduced to writing with the complaints, administrative action taken, and remedy clearly stated. The employee may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the employee is requested to sign any material, such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

### **Section G. Evaluations**

All drivers shall receive a formal evaluation each year by the Director of Transportation. Written evaluations are to be completed on or before May 1. Evaluations will be based on observed work performance and/or the results of work performance of the driver and said evaluation is to serve a dual purpose of (1) providing a basis for improvement and (2) providing a measurement of effectiveness. All monitoring and observation of the work of a driver shall be conducted openly. The driver shall receive a copy of the written evaluation. Within ten (10) working days of the evaluation, the driver and the Director of Transportation shall meet to discuss the evaluation. At this post-evaluation conference, the driver will receive a copy of the written evaluation to keep. A signed copy by the driver and Director of Transportation shall be received by the Superintendent or designee on or before May 2. In the event a driver feels that an evaluation was incomplete or unjust, she/he may put her/his objections in writing and have them attached to the evaluation report to be placed in her/his personnel file. Criteria for evaluation will be related to the evaluation form. A copy of the form will be provided to the driver at the start of the school year. If the form is to be changed, the Association and Board will meet to develop a new form. If a change in the form occurs, the new form will be distributed.

## **ARTICLE IV – BOARD RIGHTS**

### **Section A.**

1. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by the Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
2. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by the way of illustration and not by way of limitation, the right to:
  - a. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
  - b. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provision of this Agreement, and the right to establish, modify or change any work or business of hours or days.
  - c. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees both voluntarily and involuntarily, assign and reassign employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay off employees.



- d. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
- e. Adopt reasonable rules and regulations.
- f. To hire all employees, to determine their qualifications, and conditions of continued employment, or their dismissal, demotion; and promote and transfer all such employees.
- g. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- h. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
- i. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- j. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement
- k. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.
- l. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of the Agreement.

## **ARTICLE V – SENIORITY, LAYOFF, AND RECALL**

### **Section A. Status Definition**

**School Year:** Employees working six (6) hours or more per day and at least a school year or more, but less than forty-eight (48) weeks per year.

**Regularly Scheduled Part-time:** Employees working on a regular basis for at least a school year or more but less than six (6) hours per day.

All new employees hired after July 1, 2013, shall be considered “Variable Hour Employees” and shall not work more than 29 hours per week.

### **Section B. Seniority**

1. **Seniority Defined** – Seniority is defined as the length of continuous service in the employ of the School District. Seniority becomes effective when a driver is assigned a regularly scheduled full-time or part-time run. (Example: August Bid Meeting.) In the event that two drivers earn seniority on the same day a lottery will be held to determine their seniority placement.
2. **Probationary Period** – All new drivers with a regularly scheduled run shall be considered probationary until they have worked for the Board for sixty (60) total workdays. During this probationary period drivers will have no seniority status. After the probationary period is completed, the employee will be entered on the seniority list as of the first day of the above qualifying period. Probationary drivers may be terminated with or without cause. Probationary employees will not be eligible for life insurance until the first of the month following the end of the probationary period or paid for sick leave, holiday or vacation time until after the probationary period is complete. At that time retroactive payment will be made.

3. **Promotions and Transfers** – Skill, ability, and seniority will be considered in all promotions and transfers within the transportation group. Provided the skill and ability of drivers as determined by the Board are relatively equal, seniority shall govern.
4. **Reduction in Hours** – If the hours of a driver are reduced by more than 45 minutes per day due to changes in student enrollments, finances, or for any other reason, the driver(s) affected will be given the opportunity to “bump” another driver with less seniority to increase their hours back to their normal schedule / day provided the administration is able to restructure the runs to accommodate the change. Regular runs will not be split in order to accommodate the ‘bumping’ process.

The Board reserves the right to determine which new run the driver will be assigned when the affected run is eliminated or reduced in hours.

The completion of the school year shall not be considered a “reduction in hours” for the purposes of a “school year” driver bumping a “full year driver.”

5. If an existing run becomes vacant and the Board decides the run will remain the same, it will be posted within ten (10) days. Notices of vacancies shall be posted in the Bus Garage. No vacancy shall be filled until it has been posted for at least five (5) days. Every effort will be made to post notices in the bus garage for vacancies in all classifications throughout the District.
6. Seniority shall automatically terminate if the driver voluntarily quits; is discharged for just cause; or fails to report after a leave of absence.
7. The Board shall prepare and maintain a seniority list showing the length of service each member has accumulated. Two (2) copies shall be furnished to the Association President once each year by December 1<sup>st</sup>. Each employee shall receive a copy of the seniority list once each year by December 1<sup>st</sup>.

### **Section C. Layoff and Recall**

1. **Layoff Defined** – The word “layoff” means a reduction in the number of employees in positions represented by the Association.
2. **Layoff Procedure** – If a layoff occurs for any reason, the following procedures will be followed:
  - a. The Superintendent or designee will meet with the Association President or designee to discuss the reduction.
  - b. The Superintendent or designee will attempt to reduce staff through voluntary termination, voluntary reduction in hours and/or voluntary layoff; involuntary reduction of hours shall be as provided for in Section B. 4.
  - c. If reduction is still necessary, probationary employees employed shall be the first to be laid off according to the inverse order of date of hire. Employees who are not on probation shall be laid off according to the inverse order of their seniority. Layoff notice shall be given at least thirty (30) working days prior to the effective date of the layoff.
  - d. An employee whose position has been eliminated may exercise her/his right to bump any less senior employee provided they have the necessary qualifications to assume that position. Qualifications will be as outlined on job posting(s).
  - e. Drivers on layoff will be eligible to drive trips, sub runs and will not lose seniority.

3. **Recall** – The Board shall not be required to recall any probationary driver who was laid off. When the work force is increased following a layoff, drivers laid off shall be recalled in the inverse order of layoff. The Board shall not be required to issue recall notice to employees who have been on layoff status for two (2) consecutive years or more, provided, however, time worked as a substitute shall not constitute a break in a layoff status. An employee recalled to a position with fewer hours and/or lower pay, shall have the right to reject that position and remain on the recall list for future positions. The Board shall give written notice of recall by sending a registered or certified letter to the driver's last known address with copy to the Association. If the driver fails to notify, the Board in writing within seven (7) days after the Board has given notice of recall, the driver shall be considered to have voluntarily resigned and to have given up all further right of recall by the Board.

## **ARTICLE VI – CONDITIONS OF EMPLOYMENT**

### **Section A. General Requirements**

Each new driver before taking up duties for the school district must have on file a health certificate indicating the individual's physical fitness for duties signed by a licensed doctor of medicine.

As required by the State Board of Education each driver shall satisfactorily complete the required school bus driver competency test which include a knowledge test and a skills test. In addition each driver must have a satisfactory driving record.

Employment in any position shall be contingent upon filing this information with the Superintendent or designee.

### **Section B. State TB Requirements**

Each driver shall meet the State requirements concerning the tuberculosis examination. Failure to comply with this requirement will result in time off, without pay, until the proper records are submitted to the Central Office. Examinations are to be completed prior to fifteen (15) days after the beginning of the school year or after the date of hire.

### **Section C. Chauffeurs License**

Chauffeur's license and/or other license or endorsement required by law is to be obtained and kept current by each driver. The Board will reimburse the driver for all required license fees.

### **Section D. Student Discipline**

The District shall make available a copy of the student discipline code by the Board and handbooks from the buildings. In the event a driver handles or participates in resolving a discipline problem on her/his bus, the driver will be paid their normal rate for all authorized time spent resolving the problem providing it extends beyond normal paid time.

### **Section E. Student Medical Condition**

Drivers shall be advised of any medical conditions of students known to the Board, which in its judgment may necessitate emergency action by the driver transporting the student. The Board shall reimburse, to those drivers who voluntarily take a CPR instruction course, the cost upon successful completion of the course. Per employee cost to the district shall not exceed sixty dollars (\$60).

### **Section F. Opportunity to Drive**

1. **Opportunity to Drive.** Full-year, school year and regularly scheduled part-time bus drivers will have the first opportunity to drive all runs and trips consisting of 16 or more passengers in order of seniority.

- a. A total of 15 passengers may be transported to a given location by a non-bus drivers, provided that no more than two (2) school vehicles be driven to the same location.
  - b. The Administration shall review the driving record of any person transporting students.
  - c. The Administration will notify anyone requesting vehicle use of the guidelines in this section and the Administration's expectation of adherence to such guidelines.
2. A run selection meeting will be held the second Wednesday in August for the selection of designated runs by seniority. Runs to be posted at the Run Selection Meeting shall be designated as either "school year" or "full year". All scheduled runs shall be posted and the most senior bus driver shall have the first choice of assignment. Selection shall continue in order of the next most senior bus driver until all scheduled runs have been selected. Any additional runs which may be created during the school year shall be assigned as outlined immediately above, provided said run can fit into the driver's current run. This would include any changes in current regular education runs of over 30 minutes per day.
  3. Minimum run times shall be as follows:

<u>RUN</u>	<u>TIME</u>
Double	1.75
Single	1.25

Actual run times will be established on the Friday of the fifth full week of school in the fall. Until that time, drivers will be paid for their actual drive time. Additional time worked over and above the minimum run time will be paid according to the posted conversion chart, which will be in five (5) minute increments, based on actual time worked. If it is necessary to make changes to the procedure, the Association will be notified within twenty-four (24) hours and negotiations for such changes will take place before any changes are implemented. For any driving in addition to the regular run and as requested by the Director of Transportation, drivers will be paid in fifteen (15) minute increments.

Minimum run times include a pre-trip check. It also includes a post trip clean up time allotment when necessary.

4. Runs Defined.
  - Double Run: A run, which consists of pick-up and delivery of, grades 7-12 and any combination of grades K-6.
  - Single Run: A run, which consists of pick-up and delivery of, grades 7-12 or any combination of grades K-6.

### **Section G. Trips**

All trips will be posted for bidding purposes for school year and summer schedules. Interested drivers will sign up for school year and/or summer trips. That list will form the trip rotation list. Trips will be posted in the following time slots:

- Weekdays during school
- Weekdays after school
- Weekends

1. Posting and Bidding Procedure.
  - a. All trips will be posted by Friday noon for the second following week. Each Tuesday morning a trip selection meeting will be held. If a driver is unable to attend, it is their responsibility to submit to the Director of Transportation a prioritized request list for posted trips. This list will be used to select their

trips in accordance with their seniority rights. A driver may select one (1) trip, by seniority that is available from each list. Order of trip selection will be 1) weekends, 2) weekdays after school, and 3) weekdays during school. If there are trips still remaining at the end of the selection, the rotation continues. The next week selection begins where the seniority list ended and the rotation continues. Trips for which requests were received after preparation of the Friday postings will be posted on the emergency trip list. The Director of Transportation may assign any trips left over after all selections are made. These trips will be assigned by seniority. Only then may new trips be posted.

- b. One way trips will be allowed under the following conditions:
  - 1. No longer than twenty-two (22) miles round trip from pickup location.
  - 2. A bus may be required to return from an overnight trip.  
Weekday sports trips starting before core runs are finished will be "Drop Only" by substitute drivers, unless they fall within our exceptions, which will be Football, Band, and Track (which will include crosscountry). These exception trips will require round trip transportation to be provided by NVTA though they may require a sub to drop them prior to core run completion. Whether an exception trip will be sub-dropped or a driver will be pulled from their core run will be at the discretion of the Director of Transportation. Trips leaving at 4:00pm or later will wait for the regular driver and will not be, "drop only."
  - 3. Weekend and non-school day athletic trips, if posted as one-way. (Trips cannot be changed to one-way trips after being posted as a round trip.)
- c. A driver will be assigned a "N/A" for not selecting an eligible trip and must wait for the rotation to be completed before the next selection.
- d. A driver will receive a "C" for a canceled trip and then will be eligible to select before the seniority rotation begins from the appropriate posting. In the event a trip is canceled with less than two (2) hours notice, a driver will be paid the trip minimum (except in cases of inclement weather) and the driver will be given a "C" in either case. If a driver's emergency trip is canceled before the trip selection is completed, the driver will have the option of interrupting the emergency trip rotation to make another election, or take a "C". Seniority rotation will then resume.
- e. In the event the rotation is completed more than once and a driver cannot make a selection due to scheduled or mandatory work obligations, a "T" will be assigned. The driver will then be eligible to select, by seniority, before normal rotation begins.
- f. The Board reserves the right to assign and/or reassign trips and if necessary use probationary employees or substitute drivers for such trips so that drivers do not exceed forty (40) hours work in any week.
- g. A driver will receive an "S" when the driver is unavailable to sign up for a trip due to personal illness, or family illness which requires driver's attention, and will be eligible to select at the next week's selection meeting.
- h. Sequence of rotation will be as follows - "C: (cancelled), "T" (time), "S" (sick) and then resume seniority.
- i. "C", "T", and "S" cannot be transferred between the trip postings and emergency postings.
- j. The Tuesday trip selection meeting is not a mandatory meeting.

#### **Section H. Absence runs**

- 1. Absence runs of less than five (5) days will normally be filled by regular part-time drivers by seniority before substitutes are used to fill such runs. If the supervisor has received notice of such an absence after 6:15 a.m., the supervisor may dispense with the above procedure and use a substitute to fill the run. Drivers must call in their absences by 6:00 a.m. If the Director of Transportation is unable to reach any of the regular part-time drivers, he may use a substitute to drive the run for the first day. After that time, he must fill the run with the most senior regular part-time driver. Drivers must sign up for said at the beginning of each school year. Hours will be equalized as much as possible for kindergarten runs.

2. Absence runs of five (5) days or longer will normally be assigned to the most senior drivers.

### **Section I. In-service Meetings**

1. Drivers are required to attend the in-service meetings sponsored by the Michigan Department of Education. Drivers will be paid at the following hourly rates for each hour of required attendance:  
2013-2016                      \$9.70
2. All drivers are required to attend any district-wide and/or county in-service meetings if requested by the Board. Drivers may attend other in-service meetings with prior approval. Compensation for required in-service meetings scheduled on a student release day will be at their regular daily rate. Payment for other approved in-service will be at the hourly rates specified above.
3. Drivers are expected to attend periodic meetings that are scheduled to discuss safety, discipline, and other matters necessary for operating a safe and efficient transportation department. Advance notice will be given for the meetings unless it is an emergency situation. If attendance is required for more than twenty(20) minutes, drivers will be paid at the in-service rate.
- 4 ) A day is equivalent to 8 hours and may be split based on need. Professional Development time will be reduced by 16 hours from 40 to 24 hours beyond the state mandated hours. [ Twenty (20) hours will be prepared by the District, and twenty (20) hours will be prepared by the Association.] Both sides agree to coordinate these in-service hours for the school year.  
The subjects will be reviewed and supported by both parties prior to the in-services taking place.

Should the entire in-service schedule not be completed by the beginning of the school year, the month of September will be used to ensure total compliance. If this task is not completed by the end of September, a meeting with the Association President, the Assistant Superintendent of Finance and Operations, and the UniServ Director will be held to accomplish any resolved matters.

### **Section J. Meal Allowance**

A meal allowance will be paid to a driver when the run is outside the boundary lines of Northview Public School District. Reimbursement will be made upon presentation of a receipt based on the following schedule:

Breakfast and noon meal:	up to \$5.25 per meal
Evening meal:	up to \$7.00 per meal

Breakfast: when travel commences prior to 7:00 a.m. or extends beyond 9:00 a.m.

Noon Meal: when travel commences prior to 11:30 a.m. or extends beyond 2:00 p.m.

Evening meal: when travel commences prior to 5:00 p.m. or extends beyond 6:45 p.m.

Should any trip require the overlapping of the above schedules, the meal allowance may then be combined, not to exceed the total allowable expense.

### **Section K. Uniforms**

The Board will provide one winter and one spring jacket for all full year, school year, and regular part-time drivers every three (3) years (last distribution date – 2008). Drivers shall be given at least two (2) choices of

style of jackets to select from the same vendor. New hires shall receive jackets when all others receive their jackets.

**Section L. School Closing**

If school is closed due to an emergency situation, all runs will receive full pay for each day missed. This provision shall be applicable only for those days not required to be made up according to state law. Employees will not receive pay for those days school is closed due to an emergency situation which the law says must be made up. Drivers who have reported and transported students to the assigned destination and must return students to school/home due to an "emergency" cancellation will be paid for their time on duty when the canceled days is in excess of the grace days allowed under the school calendar.

**Section M. Training**

Annually, the employer will post and fill up to three (3) position as trainers. The best qualified employees will be selected for the positions provided they meet the qualifications as determined by the employer. The employer reserves the right to assign employees to the positions should there be no qualified or no bidders.

**Section N. Drivers Responsibilities and Duties**

Drivers responsibilities and duties are outlined in Appendix B of this Agreement.

**ARTICLE VII – RETIREMENT**

**Section A. General Conditions**

The Board of Education may require retirement of any driver whose physical or mental health, as determined by a qualified physician, makes it impossible for the driver to meet the normal obligations of regular assignments. The expense of this medical examination shall be assumed by the Board of Education.

**Sections B. MPSERS Eligibility**

After ten (10) years of continuous employment at Northview Public Schools a driver who immediately qualifies to receive a pension from the Michigan Public School Retirement System (within six (6) months of leaving the district) and who severs employment with the Northview Public Schools, shall be paid by the Board for each day of accumulated unused sick leave at the following rates:

2013-2016 Twenty percent (20%) of their average daily rate not to exceed \$14.60 per day.

**ARTICLE VIII – LEAVES WITH PAY**

**Section A. Illness**

A driver absent from duty on account of illness shall be paid for the period of absence, not to exceed one (1) day per month or a total of ten (10) days in any one year, except where additional time has been accumulated, Any driver who drives six (6) or more weeks during summer break will accumulate one (1) additional sick day per year.

The daily sick leave benefit shall not exceed the driver's regular run rate.

Drivers shall possess and maintain sufficient good health, physical and mental, to adequately perform their respective duties.

A driver who desires to use a sick leave day must notify the Director of Transportation as soon as possible that she/he will be absent and in no case later than 6:00 a.m. on the day of absence.

Each driver shall have placed to her/his credit ten (10) days of sick leave per year and the maximum number of days to accumulate shall be one hundred seventy (170). If a driver is unable to complete a school year and who has previously used more of the sick leave days attributable to that year driver shall have the value of such excess days used deducted from drivers last pay check.

#### **Section B. Death in the Family**

Absence without loss of salary shall be allowed, not to exceed five (5) days per incident, upon the death of husband, wife, parent, brother, sister, child, parent-in-law, grandparents, grandchildren, step-children and step-parents. The first three days will not be deducted from sick leave.

#### **Section C. Jury Duty**

The Board will pay the difference between regular compensation lost and jury duty pay received from the court by an employee required to serve as a juror during regularly assigned working time.

#### **Section D. Personal Business**

1. Each employee will be allowed a maximum of two (2) days absence, during the school year, for the transaction of personal business or for the handling of matters of personal nature which cannot be attended to on weekends, outside normal school hours, or during vacation periods. Examples: Doctor appointments, legal appointments, weddings, moving, bereavement, mortgage closing, children's school activities. Unused personal days will be added to the employee's sick leave accumulation subject only to the maximum accumulation.
2. A leave request form must be submitted to the Director of Transportation at least five (5) working days in advance of the anticipated absence except in cases of unforeseen emergency.
3. Such leave shall not be used for rendering services, or working with or without remuneration for one's self or for anyone else, or for recreational activities, or for extending vacations or holidays. It is further understood such leave shall not be granted for the first or last day of the school year nor on the first working days preceding or following a vacation period or holiday (exception: graduation exercises for the employee, military departure of a child, graduation of children).
4. Such leave shall not be used for Association business.

#### **Section E. Other**

Any absence for reasons other than the above, must be discussed in advance with the Superintendent or designee. Cases not specifically defined in these policies will be handled on an individual basis.

#### **Section F. Misrepresentation of Leave**

All leaves are considered as time off for the reasons stated and necessary for the protection of the driver. Any driver who willfully violates or misuses this policy or who misrepresents any statements or conditions under this policy shall forfeit all pay for this stated period and any further rights under this policy, unless reinstated in good standing by the Superintendent or designee. This offense may constitute grounds for dismissal.

#### **Section G. Attendance Incentive**

Prompt and regular attendance is expected of all drivers. In appreciation for those drivers who meet this standard for an entire school year, the Board will pay the following amounts in the last pay period in June:



<u>Days Absent</u>	<u>Attendance Bonus</u>
0 days	\$300.00
1 day	\$250.00

Unpaid days of absence will be considered non-attendance days. Attendance incentive will not be affected by use of personal business days or bereavement days.

## **ARTICLE IX – LEAVES WITHOUT PAY**

### **Section A. General Conditions**

Drivers may, at the discretion of the Superintendent or designee be granted a leave of absence without pay for up to one (1) year.

### **Section B. Request Procedure**

Requests for leaves without pay shall be in writing and shall be signed by the driver and given to the Director of Transportation. Such requests shall state the reasons for the leave. Approval or disapproval shall be given to the driver in writing.

### **Section C. Time Lines**

Leaves of absence may be granted for personal or family vacations; however, the leave should be applied for before plans are finalized since the availability of substitute drivers will be one of the factors considered in the approval process.

### **Section D. Absence Without Approval**

Absence without leave approval, except in emergency situations, may be cause for termination of employment.

### **Section D. FMLA**

Leave provisions of this Agreement shall be construed consistent with the requirements of the Federal Family and Medical Leave Act. Employees may take unpaid leave in accordance with the Act for birth, adoptions, placement of a child in their foster care, or for serious medical conditions affecting themselves or their immediate family as defined in the Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement.

## **ARTICLE X – WORKERS COMPENSATION**

### **Section A. General Procedures.**

A driver injured on the job shall report such injury at once to Central Office or Director of Transportation. All reports must be filed at the Central Office as soon as possible after the incident has occurred.

### **Section B. Benefits**

A driver who is absent due to an injury and is eligible for Workers' Compensation benefits must elect to:

- (a) receive Workers' Compensation benefits,
- (OR)
- (b) receive sick leave payment.

If this option is selected the driver will be paid during the period of disability until all sick leave entitlement is exhausted.

After this period of time, the driver receives only the Worker's Compensation benefits and then becomes responsible for all personal commitments.

## **ARTICLE XI – GRIEVANCE PROCEDURE**

### **Section A. Definition**

A grievance shall be defined as an alleged violation or misapplication of any specific provision of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance shall be submitted to the following grievance procedure. Any individual may present a grievance to the Board or its representatives, as long as any adjustment is not inconsistent with the terms of this Agreement.

### **Section B.**

Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment and the Association has been given the opportunity to review the agreement.

### **Section C.**

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

1. Adverse evaluation shall not be subject to the grievance procedure.
2. The termination of services or failure to re-employ any probationary employee.
3. Any claim or complaint for which there is another remedial procedure or form established by law.
4. Any claim or complaint regarding the retirement plan or any insurance plans or the amount of payment by the insurance companies.

### **Section D. Procedure**

1. Time Limits – Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. If the time limits of Step One (1) are violated no grievance can be processed. In the event the written answer is not submitted in the time specified, the aggrieved may proceed to the next step. The time limits specified may, however, be extended by mutual agreement, in writing, between the Association President and the Superintendent or designee.
  - a. For the purpose of the time limits in the grievance procedure, holidays observed under this agreement, Saturdays, Sundays, Winter and Spring Breaks and unscheduled school closings shall not be counted.
  - b. All other days that are normal school year work days will be counted in the time limits. It is understood that the time limits are maximums and can be extended with the written mutual consent of both parties.
2. Grievance Forms – A supply of the grievance forms shall be on file with the Association and the Director of Transportation and the Central Office. Only the approved grievance form will be used.

### 3. Steps –

**Step One –** An employee shall within fifteen (15) working days of the discovery of the occurrence of the grievance orally discuss the matter with the Director of Transportation with the objective of resolving the matter informally. The employee shall inform the Director of Transportation that the particular discussion is the step-one discussion of the Grievance Procedure.

**Step Two –** If the aggrieved is not satisfied with the disposition from the oral discussion and wishes to further pursue the matter, s/he shall file the grievance in writing with the Director of Transportation within five (5) working days of the oral discussion of the grievance with the Director of Transportation.

Within five (5) working days of the filing of the written grievance, the Director of Transportation or his representative will meet with the aggrieved employee, or the aggrieved employee and her/his Association Representative if the employee requests the Association Representative to be present, in an effort to resolve the grievance. The Director of Transportation will have five (5) work days from the date of this meeting to respond in writing as to her/his disposition.

An Association grievance commencing at this step shall be filed within ten (10) work days of the alleged occurrence of such a grievance.

#### **Step Three –**

- a. If the aggrieved is not satisfied with the disposition of the grievance at Step Two, she/he shall within five (5) working days thereafter transmit the grievance to the Superintendent or designee indicating a desire to pursue the grievance to Step Three. At this step, the grievance must be signed by the aggrieved and the Association.
- b. Within ten (10) working days of receipt of such grievance, the Superintendent or designee may meet with the aggrieved and the Association Representative(s) to discuss the issues. A written answer shall be given to the aggrieved and the Association representative within ten (10) working days after receipt of such grievance if the Administration elects not to hold a conference to discuss the grievance, or within five (5) work days after the conference if a conference is held.

**Step Four –** If the decision of the Superintendent or designee is not satisfactory to the Association, the grievance may be submitted for arbitration by written notice from the Association within fifteen (15) working days after receipt of the Superintendent or designee's decision. If the grievance is submitted to Arbitration, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The Arbitrator shall have no power to alter, add or to subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator.

4. **Limits of Arbitrator and Fees of Arbitration –** The arbitrator's authority is limited to deciding whether a specific provision of this Agreement has been violated. The decision of the arbitrator, if within his scope of authority, is final and binding. The Arbitrator's fee and other arbitrator expenses will be divided equally between the parties. Each party must bear his own personal expenses in connection with the grievance.

The arbitrator shall have no power to rule on the termination of service of a probationary employee or the failure to reemploy any probationary employee, or any matter involving the content of an employee's evaluation.

5. Grievance Form – Grievances will be filed only on the form specifically designed for such a purpose and referred to as “Grievance Report Forms – for Northview Public Schools.” (See Appendix C) Copies of this form will be available from the Administration Office and Offices of the Association.

## **ARTICLE XII – VACATIONS**

### **Section A. Defining by Status**

Each full-year, school year and regularly scheduled part-time driver shall receive two weeks (10 working days) vacation pay having been employed for one (1) school year of continuous service. If the driver has not been employed for a complete year, vacation days are pro-rated, based upon the percentage of the year employed. Drivers will be paid their earned vacation during the times that school is not in session.

Probationary drivers shall not be entitled to a vacation benefit. If the driver satisfactorily completes the probationary period, vacation shall be pro-rated from the date of last hire.

### **Section B. Compensatory Time Off**

Drivers required or permitted to work during these specified vacation periods shall receive compensatory time off at a later date or a corresponding amount of straight time pay.

### **Section C. Non-Regular Double Runs**

Drivers not on regular double runs will be paid the equivalent of the average regular run pay they have earned per week up to the date of vacation.

## **ARTICLE XIII – HOLIDAYS**

### **Section A. Conditions**

The following conditions shall be met in order to obtain holiday with pay:

1. The driver has completed the last scheduled workday, for her/his classification, prior to the holiday unless same falls within a vacation period in which the driver is not required to work, and commence work at the scheduled time on the next regularly scheduled workday after the holiday.
2. In the event a driver is unable to work the day before or after the holiday which is excused by the Administration because of proven illness or injury, requirement one (1) shall not apply.

### **Section B. Holidays Outlined**

Each full-year, school year and regularly scheduled part-time driver shall be entitled to one (1) day's pay for each of the following holidays:

Wednesday before Thanksgiving\*

Friday after Thanksgiving Day

Thanksgiving Day

New Year's Day

Christmas Day

Memorial Day

Christmas Eve

New Years' Eve

(\*If the State of Michigan resumes the start of school before Labor Day the holidays will swap back.)

### **Section C. Floating Holidays**

Each full-year, school year and regularly scheduled part-time driver shall be entitled to three (3) day's pay as follows to be used as “floating” holidays:

The “floating” holiday may be used any day that school is not in session

## ARTICLE XIV – LONGEVITY

### Section A. Step Increase

Each employee will automatically move to the next step on the pay scale in her/his category effective on July 1<sup>st</sup> of each contract year except as limited by this provision. Employees hired after December 31 of the contract year shall receive a step increase on their first anniversary date of employment. Subsequent step increases will be made on July 1<sup>st</sup> of each contract year.

### Section B. Rates

Rates and years for single and double runs:

2013-2016	Single	Double
Sixth (6) year	\$100	\$200
Eleventh (11) year	\$125	\$225
Sixteenth (16) year	\$150	\$275
Twenty-first (21) year	\$175	\$300

Drivers of both single and double runs will be paid both rates. The maximum longevity payment will be the single and double rate combination.

## ARTICLE XV – INSURANCE

### Section A. Eligibility and Health Insurance

The Board will provide, if elected, insurance benefits according to the eligibility schedule specified below. The specific terms and conditions of these coverages are set forth in the group policies provided. The new benefit levels will become effective the first of the month following ratification. The Board will contribute toward the cost of single subscriber health coverage up to the state legislated cap.

Staff pretax contributions towards SET/SEG benefits will be 10% of the cost

1) Insurance and eligibility criteria to be based on the following outline:

- A) Total hours from the previous year of 1300 hours or more:
  - (i) SS Health Premium + \$200 toward FF Health (remainder paid by employee), OR
  - (ii) SS Health and FF Dental and SS Vision, OR
  - (iii) FF Dental and FF Visions and \$95, OR
  - (iv) FF Dental and \$115, OR
  - (v) \$185.
  
- B) Total hours from the previous year of 1140 to 1299.9 hours:
  - (i) SS Health, OR
  - (ii) FF Dental and FF Vision and \$85, OR
  - (iii) FF Dental and \$100, OR
  - (iv) \$175.
  
- C) Total hours from the previous year of 950 to 1139.9 hours:
  - (i) FF Dental and FF Visions and \$55, OR
  - (ii) FF Dental and \$60 \$70, OR
  - (iii) \$115.

(Balance of full family insurance coverage may be secured by the employee through a section 125 plan and deducted via payroll.)

If an employee's hours in a year are within 90% of the hours in the second previous year, then eligibility will be based on the highest number of annual hours earned within the two year period preceding the year of coverage.

If an employee is off under Worker's Compensation, the bid run hours they are scheduled for (while they are off) will be counted toward the number of hours for insurance benefits.

## **2. Insurance and Cost Containment Provision**

The parties acknowledge that the District may be required by applicable state law to bid health insurance in order to receive or maintain a full foundation grant. In that event, the District will bid the health insurance benefits as stated in this Agreement, equal to or better than existing carrier and program, but the District will not be obligated to provide such benefits via the carrier(s) stated in this Agreement. However, the District will bargain with the Association concerning the implementation of any change in carrier(s) as the result of such bid.

### **Section B. Enrollment Deadlines**

No changes or additions can be made after October 1, except as change in family status occurs thereafter.

### **Section C. Coverage Timelines**

Coverage will terminate at the end of the month in which the driver leaves the school district.

### **Section D. Duration**

The Board shall provide the above program until this contract terminates.

### **Section E. Insurance Underwriting**

The Board agrees to provide the above mentioned insurance benefits within the underwriting rules and regulations as set forth by the insurance carrier in the master contract held by the policyholder.

### **Section F. Life Insurance**

Effective September 1, 1994, the Board agrees to provide \$15,000 term life and \$15,000 accidental death insurance coverage for all full year, school year, and regular part time drivers, who elect such coverage by completing and signing the appropriate application. Coverage will terminate on the driver's last workday. The Board will not be liable or claims beyond what it insurance carriers will provide.

### **Section G. Long Term Disability**

The Board shall provide a Long Term Disability (LTD) policy for all drivers whose hours in the previous year totaled 1000 or more with a carrier to be selected by the Board with the following conditions:

- a. There will be a limit of 66-2/3% of income not to exceed \$3,000 per month prorated over a twelve (12) month period to age 65.
- b. There will be a ninety (90) calendar day modified fill waiting period.
- c. The board will consider any financial offset such as Workers' Compensation, Social Security, other insurance income, etc., to determine its obligation to the employee (freeze on offsets).
- d. Alcoholism/Drug Addiction – 2 year limit  
Mental/Nervous – 2 year limit
- e. The coverage shall become effective at the beginning of the insurance month immediately following successful completion of the probationary period.
- f. An employee who qualifies for LTD will be afforded medical care premium payments as outlined under Health Insurance through the end of the school year in which the disability occurs.
- g. All other benefits are severed with the exception of medical care at the point in time where the employee can no longer provide services as a transportation employee.

- h. The Board agrees to provide the above-mentioned LTD benefits within the underwriting rules and regulations as set forth by the insurance carrier in the Master Contract held by the policyholder.

## **ARTICLE XVI – NO STRIKE**

### **Section A. No Strike**

The Association nor any person acting in its behalf nor any individual employee will cause, authorize, support or take part in any strike (i.e. the concerted failure to report for duty, or willful absence of an employee from her/his work position, or stoppage of work or abstinence, in whole or in part from the full faithful and proper performance of the employee's duties or employment) for any purpose whatsoever.

## **ARTICLE XVII – DURATION**

### **Section A. Contract in Force**

This contract shall become effective July 1, 2013 and remain in full force and effective until June 30, 2016.

### **Section B. Timelines for Future Negotiations**

On or before May 1, 2016, the Board of Education agrees to meet with representatives of the Northview Transportation Association and discuss proposals that each may make for incorporation into the contract to cover the period following the termination of this Agreement. Such discussions shall be scheduled from time to time until all suggestions have been heard and a substitute contract, agreeable to a majority of the drivers in the unit covered, has been proposed by the Board of Education.

**BOARD OF EDUCATION  
NORTHVIEW PUBLIC SCHOOLS**

**NORTHVIEW TRANSPORTATION ASSOC**

\_\_\_\_\_  
Craig McCarthy  
Assistant Superintendent

\_\_\_\_\_  
Lisa Hill, Team Member

\_\_\_\_\_  
Lyn Peterman, HR Department

\_\_\_\_\_  
Deb Garman Team Member

\_\_\_\_\_  
Tim Detwiler Board President

\_\_\_\_\_  
David Czarnecki, Team Member

\_\_\_\_\_  
James Manikowski Board Secretary

\_\_\_\_\_  
Bill Dungey, MEA Uniserv Director

## APPENDIX A – SALARY SCHEDULE

### Section A. Rates

In- Service Rate - \$9.70

#### ALL RUNS HOURLY RATES

Rates	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
Step 1	\$15.98	\$16.14	\$16.30
Step 2			\$16.80
Step 2	\$16.96	\$17.13	\$17.30
Step 3			\$17.80
Step 3	\$17.92	\$18.10	\$18.28
Trip Rate	\$13.50	\$13.50	\$13.50

### Section B. Trip Rates

For all Saturday and Sunday trips there will be a minimum of four (4) hours pay.

Payment of trips will begin after the run time ends. Trips are to be paid in five (5) minute increments based on actual time worked.

Drivers will be paid when school is canceled for snow day(s) or other "Act of God" unless the day(s) are required to be rescheduled to meet the State requirement of 180 days of instruction.

New Direct Deposit Policy – Beginning in the 2009-10 school year all drivers will receive their pay through direct deposit.



## **APPENDIX B – RESPONSIBILITIES & DUTIES**

### **EQUIPMENT OF BUS**

- 1) Three (3) flares.
- 2) Three (3) portable reflectors.
- 3) One (1) first aid kit.
- 4) One (1) fire extinguisher.
- 5) Radio and flashlight.
- 6) List of phone numbers when on a field trip.
- 7) Blood Borne Pathogen Kit.

### **DUTIES AND RESPONSIBILITIES OF DRIVER**

1. Driver shall be directly responsible to the Director of Transportation.
2. Driver shall be sure to notify the Director of Transportation in case a substitute is needed. All substitutes will be approved by the Director of Transportation before taking charge of a bus.
3. Driver shall comply with the schedule in every detail unless circumstances make it impossible. Any deviation must be promptly reported to the Director of Transportation. Routes shall be so timed and maintained as near as possible each day.
4. Driver shall comply with all laws pertaining to Michigan Vehicle Code or school bus laws, obey speed laws and stop at all railroad crossings.
5. Driver shall not use tobacco while driving the school bus (loaded or unloaded).
6. Driver shall not use intoxicating alcohol and/or illegal drugs prior to driving or during the time he or she is in charge of said bus. Failed drug tests without cause may be grounds for dismissal.
7. All accidents shall be reported immediately and a report filled out. Example of accidents: running off the road, breaking of window or lights, involvement with other vehicles, mail boxes, etc.
8. Discipline shall be handled by the bus driver whenever possible. Problems that cannot be handled by the driver should be turned over to the Director of Transportation and Principal for action. Students cannot be put off the bus unless parents and the principal have been notified first by means of reports as supplied.
9. Driver shall see that the bus is properly warmed-up before starting the trip. Each driver shall arrive in time to start their bus and complete the pre-trip checklist. It is the driver's responsibility to arrive no less than 15 minutes prior to run time so the pre-trip and checklist can be completed. If a bus is used for a trip within one (1) hour after a run, no pre-trip shall be required.
10. Driver shall see that the bus is kept clean daily.
11. Driver shall complete a repair request at the end of each run if applicable. Written or verbal confirmation will be given for all requested repairs upon their completion.
12. Driver shall not leave the bus with the motor running when loaded.

13. Driver shall not open the door until the bus has stopped
14. Driver shall see that the pupils are seated and the door is closed before putting the bus into motion. Students should be loaded and unloaded as quickly as possible.
15. Driver shall not leave the bus unattended, but send a note with some responsible student for help.
16. Driver shall have the safety of the students **FIRST** in mind even though the bus is late and not on schedule.
17. Drivers will help out if another bus is in trouble.
18. Driver shall remove students from the bus when filling the gas tank.
19. Driver shall require students to pass in front of a bus after discharging from the bus.
20. No change in location of stops or route unless approved by the Director of Transportation.
21. Driver shall inform the Director of Transportation in ample time if unable to make his or her regular run or a special assignment.
22. Attend all bus meetings, unless excused by the Director of Transportation.
23. Driver shall complete a post trip routine consisting of: Placing the empty sign in the back window; closing all windows and doors; making sure inside of bus is clean; recording mileage and fuel information and any other reasonable requirements as established by the Director of Transportation.
24. At any time if a driver finds their vehicle to be unsafe, the driver will not be found to be insubordinate if they refuse to drive that vehicle until repairs have been completed.
25. Use of cell phones while bus is in motion is prohibited. Cell phones may be used when vehicle is parked.

**APPENDIX C – GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_

Date Filed \_\_\_\_\_

\_\_\_\_\_  
Name of Grievant

\_\_\_\_\_  
Assignment

**STEP ONE**

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. Date of Awareness of Cause of Grievance \_\_\_\_\_

C. Date of Informal Discussion with Supervisor \_\_\_\_\_

**STEP TWO**

A. Date of Written Grievance \_\_\_\_\_

B. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_

C. Relief Sought \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

D. Date of Step Two meeting \_\_\_\_\_

E. Disposition of Director of Transportation \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Director of Transportation

\_\_\_\_\_  
Date

**STEP THREE**

A. Position of Grievant and Association \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Signature of Association  
Officer/Representative

\_\_\_\_\_  
Date

B. Date of Receipt of Grievance \_\_\_\_\_

C. Date of Step Three Meeting, if held \_\_\_\_\_

D. Disposition of Superintendent or Designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent or Designee

\_\_\_\_\_  
Date

E. Position of Association: \_\_\_\_\_

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Signature of Grievant

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Signature of Association  
Officer/Representative

---

Date

**STEP FOUR**

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition of Arbitrator \_\_\_\_\_

---

Date

**APPENDIX D**

**FOR REFERENCE ONLY**

**APPENDIX D  
FOR REFERENCE ONLY**

**Section F. Membership Fees and Payroll Deduction**

1. **Membership /Representation Fee.** Each bargaining unit member shall, as a condition of employment, after completion of their probationary period or on the effective date of this Agreement, whichever is later, (1) join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to the policy. The Service Fee shall not exceed the amount of association dues collected from association members. 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 Association, or authorize payment through payroll deduction, the Board 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 twenty (20) days following deduction.

2. **Policy regarding Objections.** Pursuant to Chicago Teachers Union v Hudson, 106 S Ct. 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures". That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in the policy shall be exclusive, and unless and until such procedures, including administrative or judicial review have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
3. **Indemnification Clause.** In the event of any legal action against the Board brought in a court of administrative agency because of its compliance with Section I of this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - a. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
  - b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
  - c. The Association shall have complete authority to compromise and settle all claims, which it defends, under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgement of a court or administrative agency as a direct consequence of the Board's compliance of this Section F of Article II.

4. **Dues Deduction.** Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution,

Bylaws and Administrative Procedures. Pursuant to such authorization, the Board shall deduct one-twentieth of such dues, assessments and contributions from the regular salary check of the bargaining unit member bi-weekly for ten (10) months beginning in September and ending in June of each year.

5. Payroll Deduction. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such bargaining unit member and make appropriate remittance for insurance programs not fully Board paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and the Board.
6. Payment of Representation Fees. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to nonmembers along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Section F of this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

Kindergarten runs shall not be attached to and considered part of a scheduled run(s).

<u>RUN</u>	<u>TIME</u>
Kindergarten	1.67

Kindergarten Run: A run, which consists of mid-day pick-up and delivery of Kindergarten children.

### **Notice of Non-Discrimination**

**Northview Public Schools does not discriminate on the basis of race, color, religion, gender, national heritage, age, height, weight, marital status, handicap, disability or limited English proficiency in any of its programs or activities.**

**Any questions or complaints concerning non-discrimination policies, Title II, the Age Discrimination Act, Title VI or IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex, or inquiries related to section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap, should be directed to:**

**Northview Public School  
4365 Hunsberger NE  
Grand Rapids MI 49525  
616-363-6861**