



Kenowa Hills Public Schools

High levels of learning for each and every student

**M A S T E R
A G R E E M E N T**

between

**THE KENOWA HILLS
BOARD OF EDUCATION**

and

**THE KENOWA HILLS
TRANSPORTATION
ASSOCIATION**

SEPTEMBER 19, 2012 – JUNE 30, 2013

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ARTICLE I
PREAMBLE

Whereas the parties (Board and Association) recognize and declare that quality, service, sanitation, and safety are necessary to provide a quality education for the children of the school district of the Kenowa Hills Public Schools.

Whereas it is the intent and purpose of the parties hereto that this Agreement shall promote and insure a spirit of confidence and cooperation between the Board and its employees, establish rates of pay, hours of work, and terms and conditions of employment of the Board employees as described herein.

Whereas the parties recognize the underlying purpose of the Board and the employees is to contribute materially to a quality program of education for the students of the Kenowa Hills Public Schools.

ARTICLE II
RECOGNITION

SECTION 1 **INCLUDED IN UNIT**

The Employer recognizes the Kenowa Hills Transportation Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment as defined in Section II of Act 379, Public Acts of 1965, for all regularly employed bus drivers assigned regular daily routes and employed by the Kenowa Hills School Board.

SECTION 2 **EXCLUDED FROM THE UNIT**

Excluded from the above bargaining unit are: Substitute Bus Drivers not assigned a regular daily bus route, Mechanics, Transportation Supervisor, Custodial Supervisor, Elementary, Middle School or High School Principals and their Assistants; Administrative Assistants, the Curriculum Director, the Superintendent, Director of Finance, Title I Teachers, Office and Clerical Personnel, Food Service, Athletic Staff, Maintenance and Custodial Personnel, Substitute Teachers, Teachers, Preschool Teachers, various Paraprofessionals, and any other full or part-time employees of the School Board or of any other employer.

SECTION 3 **INDIVIDUAL GRIEVANCES**

Nothing contained herein shall be construed to prevent any individual transportation 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.

SECTION 4 **EMERGENCY FINANCE MANAGER**

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4.

ARTICLE III

BOARD RIGHTS

SECTION 1

The Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the 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 Board in conformity with the provisions of this Agreement.

SECTION 2

The Board hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, except as expressly limited by the terms of this Agreement. Such rights, duties, etc. shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. 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 time, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer 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.
4. 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.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees.
7. Determine the 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.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. 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.

11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.
12. The employer retains the right to install and utilize bus surveillance cameras within the interior of school buses any time during the term of this agreement. The driver of the bus involved will be invited to the first viewing of the tape, if it is determined that a viewing is desired.

SECTION 3

In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include without being limited to, the establishment of education policies; the construction, acquisition and maintenance of school buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion and termination of employees; and the establishment and revision of Rules and Regulations governing and pertaining to work and conduct of its employees. The Board and Administrative Staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law. No actions shall violate any of the express terms of this Agreement and no rules or regulations shall be adopted or revised which violate the express terms of this Agreement unless mandated by law.

SECTION 4

The Transportation Handbook and the items articulated in the handbook shall be considered as part of the management rights and may be unilaterally modified by the employer.

ARTICLE IV EMPLOYEE AND ASSOCIATION RIGHTS

SECTION 1 RIGHT TO ORGANIZE

The Board and the Association agree to abide by the Act 379 of the Public Acts of Michigan for 1965 and all amendments thereto and to all the applicable laws and statutes pertaining to employee's rights and responsibilities. The Board further agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of their rights granted to them under the laws stated above.

SECTION 2 MEETINGS

The Association may, upon approval, hold meetings in school buildings.

SECTION 3 ASSOCIATION BUSINESS

Duly authorized representatives of the Association will be allowed to transact official business on school property provided they transact business during a time when they and members of the Association are not being paid.

SECTION 4 FILES

The official personnel file shall be maintained at the Transportation Office. Employees shall, on request, have the right to review the contents of their own evaluation file. A representative of the Association may, at the employee's request, accompany the employee at the time of such review. An employee shall have the right to attach a rebuttal to any reprimand/evaluation in the employee's personnel file.

SECTION 5 COMPLAINTS

No employee shall be disciplined, suspended, terminated, demoted or reprimanded without reason. All disciplinary action shall be progressive and shall include an explanation of what the violation was and how it can be corrected. Serious violations may result in a higher level of disciplinary action.

SECTION 6 COMMUNICATION AND CORRESPONDENCE

Any communications or correspondence to be sent out by the Transportation Supervisor to parents or Administration regarding a bus driver or his/her route shall be provided and explained to the affected driver at a formal meeting before being sent out. After the discussion between the driver and the Transportation Supervisor, the driver may follow up with a written response to the Transportation Supervisor if he/she disagrees with the content of the communication or correspondence being sent out.

SECTION 7 LAYOFFS

A layoff occurs when an employee has been assigned a route or group of routes during the current school year and subsequently all such assigned routes are eliminated. When it becomes necessary to reduce the working force, the lowest senior person shall be the first laid off, and when the force is again increased the persons are to be returned to work in reverse order in which they were laid off, as listed on the Master seniority list. Members to be laid off should be notified at least five (5) working days prior to effective layoff date, except in event of layoff due to an employee work stoppage. In the event of a concerted work stoppage by any other employee group in the school district, the employer shall only be required to convey a twenty four (24) hour notice of layoff. Notice for recall shall be given by certified mail. Members of the bargaining unit will retain recall rights as defined in this contract for twelve (12) months after date of layoff. Employees shall accrue seniority for a maximum of twelve (12) months during any layoff.

SECTION 8 RECALL

No new employee shall be hired for a position within the bargaining unit to perform duties of a laid-off employee until all employees who have been laid-off from the classification involved have been recalled. An employee shall retain such recall rights for a period of one (1) year after layoff. Notice of recall shall be sent by certified mail. The employee shall indicate the address and telephone number at which the employee may be reached for purposes of recall during that period. An employee shall return to work within seven (7) days after notice of recall is given, or lose such recall rights.

SECTION 9 ROUTE AND RUN SELECTION MEETINGS AND ASSIGNMENTS

1. Employees shall bid on all routes, extra assignments and extra runs at the annual selection meeting held on the last Monday or Tuesday of August, starting at their designated appointment times. Appointment times will be designated by the Transportation Supervisor. All drivers must attend their designated times or forfeit their right to pick routes, extra assignments and extra runs. Designated times shall be scheduled by seniority, starting with the highest seniority driver first. The driver will pick all regular and one (1) non-conflicting extra assignment or run at a time. No driver will be allowed to pick a route/run which conflicts with other routes, extra assignments and extra runs and may not exceed eight (8) hours a day. Drivers must pick a regular scheduled route before they pick any extra assignments or extra runs. Any driver refusing to select a run will forfeit their seniority and will be placed in the substitute pool according to hire date.

During this contract any routes added, deleted or changed by 15 minutes or greater that occur prior to the last work day in September shall be re-bid by the highest senior driver affected and all drivers maintaining less seniority than said highest senior driver. Should the need for an additional re-bid

meeting arise, the meeting will be on the sixth (6th) work day in October, starting at their designated appointment times.

2. Any driver bidding on an extra assignment or run shall be expected to drive it at least 80% of the time per week with the exception of illness, vacation, authorized unpaid leave or charter assignments, or they will forfeit the run.
3. It is understood that the employer has the right to make involuntary assignments/transfers if the situation merits in the judgment of the employer. The employer will consult with the KHTA Board prior to the assignment/transfer.
4. All the drivers' routes, extra assignments and extra runs will be displayed throughout the year.

SECTION 10 ROUTE ELIMINATION

If a route is eliminated after the last working day in September the driver who had the route eliminated will not be able to bump any other driver, no matter what the seniority level. If the situation arises where a driver has his/her route eliminated and they become the first substitute, that driver will retain his/her seniority until the next route selection and will be paid at the negotiated pay schedule for the routes and runs they substitute.

SECTION 11 MID-YEAR VACANCIES

A vacancy occurs when a driver states in writing that he/she will not return to his/her duties for the remainder of the school year or by termination of employment. If a route becomes vacant due to an employee severing employment, taking a long term unpaid general leave of absence greater than thirty (30) work days, termination or the creation of a new route of four (4) hours, only those employees that work less than four (4) hours per day shall be offered (by seniority) four (4) hour positions during the school year if such a vacancy occurs. This same procedure will be followed for runs of less than four (4) hours. Only those drivers working fewer hours than the vacancy shall be offered (by seniority) a position during the school year if a vacancy occurs.

All extra runs will be offered to the highest seniority driver, picking one (1) run at a time through the drivers in descending order of seniority, until all extra runs have been chosen. No driver may pick an extra run that conflicts with other routes/runs and may not exceed eight (8) hours per day. Should the highest seniority driver decline an extra run, it will be offered to the next highest seniority level driver(s) individually in descending order of seniority. No driver may pick a second extra run until the seniority list of eligible drivers has been exhausted.

SECTION 12 ROUTE/RUN/CHARTER OR EMERGENCY ASSIGNMENTS

1. An assigned elementary route that needs coverage due to charter conflicts, appointments, scheduled time off, etc. will be filled by available regular drivers on a rotating basis.
2. If the Supervisor has short notice of a trip, sudden illness during a route or other "emergency circumstances", he/she may assign a route/run/charter to any certified bus driver including a mechanic or substitute driver.

SECTION 13 JOB SHARING

1. Application
 - a. Any KHTA association member desiring to job share may make application to the Transportation Supervisor by July 15th for the following school year. An application for job sharing represents a voluntary reduction in work hours.
 - b. The application form for Job Sharing is available, upon request, from the Transportation office. The Transportation Supervisor shall meet with the applicant(s) to discuss their

proposal. The applicant will explain what part of a job share (AM or PM) they are interested in. The Transportation Supervisor shall make his/her decision granting or denying the application in writing by August 1st. The decision to grant or deny a job sharing application is at the sole discretion of the Transportation Supervisor and shall be final and is not subject to the grievance procedure. Applicants are required to re-apply annually. Special circumstances will be considered.

2. Procedure

- a. The Transportation Supervisor will make arrangements for the job share driver's remaining portion of the route to be put on table for open bid and may not automatically match up drivers intending to job share. These drivers must wait for their route/run selection time slot to pick their job share route portion.
- b. Any full time driver taking the remaining portion of a job share double route may split a single route only to fill their AM or PM, entitling them to be eligible for extra runs.
- c. A driver may not split another single or double if an AM or PM single or double portion already exists on the table.
- d. Any driver taking only ½ of job share route is not eligible for extra runs. See Article IV Section 9.

3. General

The following shall be required of staff members involved with job sharing:

- a. All wages, personal business days, bank days and other paid leave shall be paid on a pro-rata share of daily route pay. Fringe benefits will be made available on a prorated basis, if they apply.
- b. Attendance at staff meetings, staff development and other days of required attendance will be expected, as with any staff member.
- c. If the job share participant desires to return to full-time status, they shall have the right to return to full-time employment at the end of the school year, provided no layoff is required.
- d. In the event that one of the two drivers sharing a position takes an unpaid leave or resigns for any reason for the remainder of the school year, their portion of the route vacancy will be filled using Article IV Section 11-Mid Year Vacancies.

ARTICLE V
MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

SECTION 1 AGENCY FEES

Any bus driver initially hired on or after August 5, 1974 (excluding subs and temporary drivers) shall make application for membership to the Kenowa Hills Transportation Association (KHTA) within thirty (30) calendar days after the date of run selection. Such application shall include an authorization to deduct Association dues from the bus driver's biweekly payroll check. The completed application form is to be submitted to the Treasurer of the Kenowa Hills Transportation Association (KHTA) after the date of run selection.

In the event the bus driver does not submit a timely application, the Association may request the Board to deduct Association dues from the driver's biweekly payroll check. The Board will then implement an involuntary dues deduction upon request of the Kenowa Hills Transportation Association (KHTA). The Board may schedule a meeting with the employee to discuss the deduction before any involuntary deductions begin.

SECTION 2 PAYROLL DEDUCTIONS

The Board will accommodate the Association by collecting annual dues through payroll deduction for all members who authorize such a deduction from their paycheck. The payroll deduction will begin with the first payroll in October and will be spread over three (3) payrolls in equal amounts (rounded to the nearest cent) or until the total amount of Association dues for the school year have been deducted. The written authorization for dues deductions will continue in effect from school year to school year. The amount of dues to be deducted for the school year cannot be changed by the Association after September 30th.

SECTION 3 BOARD'S RESPONSIBILITY AND HOLD HARMLESS GUARANTEE BY ASSOCIATION

1. Disperse funds - The Board agrees to promptly disperse said funds collected and authorized under Article V, Section 2 of this agreement. The Board will forward these funds to the KHTA Treasurer. It will be the responsibility of the Board to simply forward a check for the total amount of dues withheld for the KHTA employees to the attention of the Treasurer of the Association.
2. Board Held Harmless – The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the agreement. The Association further agrees to indemnify the Board of any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
 - a. The damages have not resulted from negligence, misfeasance or malfeasance of the Board or its agents.
 - b. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this section or the damages which may be assessed against the Board by a court or tribunal.
 - c. The Association has the right to choose the legal counsel to defend any said suit or action.
 - d. The Association has the right to compromise or settle any claim made against the Board under this section.

SECTION 4 DUES DEDUCTION DEADLINE

1. Authorization – No dues will be deducted for any employee during the school year unless the Payroll Department receives the written authorization form from the Association by September 30th of that school year. New employees would be an exception to the September 30th deadline.
2. New Employees – The Transportation Supervisor will inform the Association Treasurer of any new employee within thirty (30) calendar days and advise the new employee that the Association will be contacting her/him. The Association Treasurer shall provide the new employee with Association enrollment materials. In the case of employees recalled from a layoff, the Board agrees to notify the Association and advise recalled employees to contact the Association.

ARTICLE VI LEAVE OF ABSENCE PROCEDURES

SECTION 1 UNPAID LEAVES

An employee who has satisfactorily completed one (1) year of service may be granted a leave of absence under the conditions set forth in this article. Unpaid leaves shall be classified as either a

medical leave or a general leave. The determination as to whether or not an unpaid leave will be granted shall be made solely by the Transportation Supervisor. Each case will be evaluated independently of any other leave request and the granting of any request shall not be precedent setting. In no case will an unpaid leave of absence extend beyond a twelve (12) month period from the date of leave.

SECTION 2 CONDITIONS FOR GENERAL UNPAID LEAVES

1. A general unpaid leave shall not entitle the employee to accrue seniority, Board paid fringe benefits such as personal, bank and holiday pay or the participation in any group insurance plans in the School Board's name. However, the employee's current seniority shall be frozen for the maximum duration of a general unpaid leave.
2. A general unpaid leave shall not entitle the employee to advancement on the pay schedule for the time away from actual employment.
3. Employees who return from a thirty (30) work day or less general unpaid leave of absence may return to their original position. Vacancies created by this circumstance shall be assigned as follows: Single routes and the secondary portion of a double route that become available as a result of a driver taking an unpaid general leave will be offered to a substitute driver. The elementary portion of that route will be given to an eligible driver, based on seniority, provided that driver has a non-conflicting route and is available to work all days of the route. Employees who return from a general unpaid leave that is greater than thirty (30) work days must apply for the first posted vacant position available and their routes and or extra runs shall be posted and procedures in Article IV-Section 11-Mid year vacancies will be followed. The refusal of any employee returning from a general unpaid leave to apply for the first available vacancy shall result in the termination of the employee's contractual rights; and sever employment between the employer and the employee.
4. A general unpaid leave and all contractual rights will automatically terminate if the employee on an approved general unpaid leave of absence files for unemployment with the Michigan Department of Labor Unemployment Insurance Agency.
5. An employee on a general unpaid leave of absence will automatically forfeit all contractual rights if he/she takes employment with any other employer during the period of general unpaid leave granted by the Transportation Supervisor.
6. An employee that takes a full year general unpaid leave (one work year starting in the fall) cannot assume their regular duties during the general unpaid leave period, should they decide to cut their leave short. Also, an employee in such a position may not use their seniority to bump another employee or apply for any positions that become available during the year. Employees planning to take a full year general unpaid leave must make their intentions known to the Transportation Supervisor prior to the run selection meeting during the year of the requested leave.

SECTION 3 CONDITIONS FOR UNPAID MEDICAL LEAVES

1. An unpaid medical leave shall not entitle the employee to accrue seniority or Board paid fringe benefits. The employee may continue to participate in the school district group health insurance plan provided the employee is already signed up for the plan. However, the employee is responsible for payment of the entire monthly premium cost in order to continue participation in any school district group health insurance plans provided under the Master Agreement. The employee's current seniority shall be frozen for the maximum duration of an unpaid medical leave.
2. An unpaid medical leave shall not entitle the employee to advancement on the pay schedule for time away from actual employment.

3. Employees who return from an unpaid medical leave that is twelve (12) months or less in duration may return to their original position.
4. An unpaid medical leave and all contractual rights will automatically terminate if the employee on an approved unpaid medical leave of absence files for unemployment with the Michigan Department of Labor Unemployment Insurance Agency.
5. An employee on an unpaid medical leave will automatically forfeit all contractual rights if he/she takes new employment with any other employer during the period of unpaid medical leave granted by the Transportation Supervisor.
6. A physician's statement will be required prior to the approval of an unpaid medical leave by the Transportation Supervisor. Also, a physician's statement shall be required prior to an employee returning to work from an unpaid medical leave. The Board reserves the right to send the employee (at Board expense) to its own doctor for a second opinion.

SECTION 4 PROCEDURES FOR HANDLING VACANCIES CREATED BY UNPAID MEDICAL LEAVES

Routes that become available as a result of a driver taking an unpaid medical leave will be assigned as follows: Single routes and the secondary portion of a double route that become available as a result of a driver taking an unpaid medical leave will be offered to a substitute driver. The elementary portion of that route will be given to an eligible driver, based on seniority, provided that driver has a non-conflicting route and is available to work all days of the route. Upon returning from an unpaid medical leave of absence the driver will be returned to his/her original position, provided it still exists. If the driver's unpaid medical leave will continue until the end of the school year, the vacancy procedures in Article IV Section 11 will be followed.

SECTION 5 FAMILY AND MEDICAL LEAVE ACT

Leave provisions of this agreement shall be construed consistent with the requirements of the Federal Family and Medical Leave Act. All such leaves shall be cumulative with and not in addition to any other applicable leave provided in this agreement.

ARTICLE VII NEGOTIATIONS PROCEDURES

SECTION 1

This contract represents the agreement of both parties on all issues which were the subject of negotiations. During the term of this Agreement, neither party is required to renegotiate with respect to any matter either directly or indirectly related to this Agreement. Any changes that were agreed upon and signed off on during negotiations that are inadvertently omitted from the contract will be covered with a letter of agreement.

SECTION 2 ADMINISTRATION/ASSOCIATION MEETINGS

When problems arise relative to the administration of this Agreement, representatives of the Board and the Association's Bargaining Committee will meet at a mutually agreed time for the purpose of reviewing the administration of the Contract and to resolve problems that may arise. These meetings are not intended to bypass the Grievance Procedure. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering what they wish to discuss. If there are no items presented by either side, the meeting will not take place.

Should a meeting result in a mutually acceptable amendment of the Agreement, then the amendment will be subject to ratification by the Board and the Association. The Negotiation Committees are empowered to affect temporary accommodations to resolve special problems.

SECTION 3 POWER TO NEGOTIATE/RATIFICATION

In any reviews described in this Article, neither party has any control over the selection of the negotiating or bargaining representatives of the other party; and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each have the necessary power and authority to make proposals, consider proposals and make tentative agreements. It is not the intent of this paragraph to provide for continuous negotiations.

SECTION 4 RENEGOTIATION DATES

The parties agree to comply with the law regarding negotiation dates.

SECTION 5 MEDIATION

If the parties reach an impasse in the negotiations, either party may invoke the mediation process with the State Labor Mediation Board in conformance with the State Law.

ARTICLE VIII SENIORITY

SECTION 1 SENIORITY DEFINED/SENIORITY LIST

By June 1st of each year, the Board agrees to furnish a seniority list of employees covered by this contract. The list shall be provided to the Association President and posted on the employee bulletin board at the bus garage. Grievances over the seniority list must be filed within five (5) working days of the seniority list posting date. Said list will include starting dates and position of seniority. Drivers may not maintain their seniority only by driving an extra run.

Seniority shall be defined as follows for purposes of pay, run selection, charter assignments and layoff and recall:

Length of service for the purpose of this Agreement shall refer to continuous years of employment by the Kenowa Hills School District in a classification within the bargaining unit. The district has maintained two different seniority dates for each employee. The first date called the "hire date" is used for purposes of assigning charters and determining pay steps. The second date called the "run date" is to be used for purposes of assigning individual times for run selection and for purposes of layoff and recall. Run date is defined as the date a driver was officially assigned a regular bus run.

A bus route that is assigned on a temporary basis does not entitle a driver to accrue seniority.

If a driver should give up his/her regular route during the school year, the driver will forfeit their extra run duties as well as their seniority.

The only way a driver can maintain his/her seniority with an extra run is as follows: The driver must take an unpaid medical leave of absence, and this would include the following.

1. The birth of a son/daughter and to care for new born.
2. To care for an immediate family member (spouse, child, or parent but not a parent "in-law") with a serious health condition. The driver must have doctor's slip.

3. The placement with the employee of a child for adoption or foster care, and to care for the newly placed child.

Note: An unpaid medical leave under Number 1, 2 or 3 of this section of the master agreement is limited to twelve (12) weeks duration.

SECTION 2 PROBATIONARY PERIOD

A beginning driver will be employed on a probationary status. The probationary period shall be one hundred eighty (180) calendar days taken from and including the first day of a regularly assigned run. If at any time prior to the conclusion of the one hundred eighty (180) calendar day probationary period the employee's work performance is of unacceptable quality, he/she may, upon the recommendation of the Transportation Supervisor, be subject to immediate dismissal.

Work in a substitute capacity does not count toward fulfillment of probationary requirements.

SECTION 3 EXPERIENCE CREDIT

Any driver hired or rehired with past bus driving experience may, at the discretion of the Board, be credited for such experience for wage purposes, but it shall not be reflected on the master seniority list.

SECTION 4 LOSS OF SENIORITY

Drivers will terminate employment by written resignation or failing to report for work as scheduled unless excused. An employee will be considered terminated, and seniority lost, if the employee fails to report for work at the scheduled time for two (2) consecutive work days unless he/she has been excused by the Supervisor.

ARTICLE IX GRIEVANCE PROCEDURE

A. Definition

While the employer maintains an open door policy to discuss matters of concern with the Association, a grievance is defined as a complaint alleging a specific violation of an Article and Section of the collective bargaining agreement. When grievance and/or non-grievance issues arise, the Association may request a meeting with the employer to discuss the matter.

B. Purpose

The purpose of this grievance procedure is to secure at the lowest possible administrative level a resolution of grievances.

Nothing contained in this grievance procedure shall be construed as limiting the right of any employee to discuss any matter informally with any appropriate member of the administration and of having the grievance settled without intervention of the Association, provided the settlement is not in violation with the terms of this Agreement. Such settlement shall be submitted in writing to the Association within ten (10) working days of the settlement.

C. Procedure (See Appendix B)

Since it is important that grievances be processed as rapidly as possible, the time limits set forth in this grievance procedure are maximums. Such time limits may, however, be extended by mutual agreement, in writing, between the Association and the Assistant Superintendent or her/his designee. Grievances must be submitted within seven (7) working days after the events

giving rise to the grievance have occurred. Grievances, except as otherwise provided in this Agreement, shall be processed as follows:

1. By conference between the aggrieved employee and her/his immediate supervisor. In order to be subject to the grievance procedure, matters raised at this level must be clearly identified by the employee as being raised under the grievance procedure. A grieving employee may elect to have an Association representative with her/him at the conference with the immediate supervisor.
2. If the grievance is not resolved at Step 1, the grievance must be placed in writing stating the facts giving rise to the grievance, stating the section or sections of this Agreement, which have been violated, and must be signed by the aggrieved employee. The written grievance must be submitted directly to the immediate supervisor not later than five (5) working days after the events giving rise to the grievance have occurred. The immediate supervisor will meet with the grievant and an Association representative, if requested by the grievant, in an attempt to resolve the grievance and will respond in writing within five (5) working days.
3. If the grievance is not resolved at Step 2, the grievance may be forwarded to the Assistant Superintendent not later than five (5) working days after receiving the immediate supervisor's response in Step 2. Grievances claiming violation of Association rights may be filed at this step by an Association representative. The Assistant Superintendent for Business or designee will meet with the grievant and, if requested by the grievant, an Association representative in an attempt to resolve the grievance and will respond in writing within five (5) working days.
4. If the grievance is not resolved at Step 3, the Association and the grievant may, not later than five (5) working days after receiving the written response of the Assistant Superintendent or the date such response was due, whichever is earlier; notify the Assistant Superintendent for Business that the grievance will be submitted to the arbitration. If, within five (5) working days from the notification of the arbitration, the Association and the Board have not mutually agreed upon an arbitrator, the Association shall, within the next five (5) working days, submit the grievance to the American Arbitration Association in accordance with its rules and regulations which shall likewise govern the arbitration hearing. Upon mutual agreement between the parties, mediation may be utilized prior to arbitration.

The arbitrator shall have the authority to decide only unresolved grievances timely raised involving the interpretation or application of specific terms of this Agreement and shall have no authority to alter, ignore, add to or subtract from any of the terms of this Agreement as written.

The award of the Arbitrator, within the scope of his authority, shall be binding upon all parties. Costs for the services of the Arbitrator shall be borne equally by the Board and the Association.

D. General Provisions

1. Any grievance not advanced to the next step in accordance with this Article shall be deemed resolved on the basis of the last response, or if no response has been given, shall be deemed to have been abandoned.
2. Only one grievance shall be presented to an arbitrator in any one hearing unless the parties mutually agree to combine grievances for the same arbitrator.

3. Awards for back pay shall be limited to one pay period prior to the first filing in writing of the grievance.
4. The time and date of receipt of all grievance documents shall be placed on the documents and shall be initialed or signed by the Aggrieved, Association representative, if present, or Board representative, with a copy for each party.
5. Conferences relating to grievances shall be held during non-working hours or at otherwise mutually agreeable times.
6. Except at Step 1, settlement of grievances shall be in writing and signed by the Assistant Superintendent for Business or designee and the Association representative. Settled grievances shall be without precedent unless signed by the Association representative and the Assistant Superintendent for Business or designee.
7. In the event more than one person is aggrieved, only one such person shall be present at conferences or other meetings regarding the grievance unless otherwise agreed. Further, only one such person need acknowledge receipt of grievance documents.
8. Grievance Exclusions - The following matters will not be the basis of grievance filed under the procedure outlined above:
 - a. Termination of services of a probationary employee.
 - b. Anything that is not a violation of the specific terms and conditions spelled out in the written Master Contract Agreement.
9. For the purpose of the time limits in the Grievance Procedure, legal holidays, Saturdays, and Sundays shall not be counted.

All other days that are normal Administration Office 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.
10. Grievances will be filed only on the form specifically designed for such a purpose and referred to a "Grievance Report Form." Copies of this form will be available from the Administration Office and officers of the Association. (A sample grievance form is shown in the back of this contract.)

ARTICLE X
CONDITIONS OF EMPLOYMENT

SECTION 1 TESTING, LICENSING AND CERTIFICATION

Each employee in the transportation group must have on file at the Transportation Office no later than Route/Run selection of each year, the following forms and certificates as required by law:

- a. A CDL license which is current and valid.
- b. A bus driver's certification card, which is valid for the balance of the coming school year.
- c. A valid road test and written skills test.
- d. A valid medical certificate stating that their physical ability meets the minimum qualifications as outlined on the DOT physical form as required by the State.
- e. A one time fingerprinting procedure performed and on file with the local authorities as required by the State.

If any of the above items are not on file with the Transportation Supervisor by the time of run selection, a driver will not be allowed to select a run. Exceptions may be granted by the Transportation Supervisor. If a driver fails to meet this requirement and thereby is not allowed to drive, that driver will

retain their seniority position for no longer than three (3) months from the date of run selection. During this three (3) month period, a driver must complete the requirements that he/she is lacking or he/she will lose his/her seniority.

When a driver returns (meeting all the above qualifications) during this three (3) month period, he/she will be offered the first available position and will NOT be allowed to "bump" another driver, no matter what the seniority level.

SECTION 2 DRUG AND ALCOHOL TESTING

The parties agree to comply with the Omnibus Transportation Act and the employer will conduct drug/alcohol testing at site to be determined by the Transportation Supervisor; either on the employer's premises or at the employer's designated medical site. If employee is required to go to designated medical site, they will be compensated one (1) hour of meeting rate pay.

ARTICLE XI WORKER'S COMPENSATION

SECTION 1 REPORTING INJURIES

An employee injured on the job shall report such injury to the Transportation Supervisor. All reports must be filed with the Transportation Supervisor within twenty four (24) hours or as soon as possible after the incident has occurred. Employee Accident Report Forms are available from the Supervisor.

SECTION 2 AMOUNT OF BENEFITS

Any employee's injury requiring loss of time from work whereby the employee would receive Worker's Compensation benefits, shall report the amount of such compensation benefits to the Administration Office upon receipt.

SECTION 3 CLAIM FILING BY BOARD

Once a claim has been filed with the Board, it will be the Board's responsibility to immediately file the claim with the Worker's Compensation Insurance Carrier. After the claim is filed with the insurance company all claims, problems, reimbursements, etc. must be worked out directly between the employee and the insurance company.

SECTION 4 COORDINATION WITH OTHER PAID LEAVE

In cases of illness or accident wherein the employee is paid benefits under the Worker's Compensation Act, holiday and vacation payments will not exceed the difference between the benefits paid under the provisions of the Act and the employee's normal wage.

All deductions will be based on the number of hours normally worked.

ARTICLE XII GENERAL

SECTION 1 "REGULAR ROUTE"

A Regular Route shall consist of any combination of Middle/High route (single route AM & PM), any combination of Middle/High and Elementary route(s) (double/triple route AM & PM), or any combination of a single/double/triple route (AM & PM). Total time to include twenty (20) minutes per day for pre-trip, travel time, route time, down time, return time and post trip.

SECTION 2 "TRIPLE ROUTE"

A triple route is a combination of three (3) regular routes in which Middle/High, Elementary and Middle/High or Elementary route(s) are combined in which students are picked up from their homes or daycare and delivered to and from school. Some special education students may ride these routes. Triple routes are based on four (4) hours a day. These routes are compensated at assignment rates based on a minimum compensation of two (2) hours in the AM and two (2) hours in the PM. Those exceeding two (2) hours in either the AM or PM a day will be compensated per five (5) minute increments rounding up unless an electronic time keeping system is utilized for the collection of time which will then be reported by the minute. Two (2) hour times to include ten (10) minutes for pre-trip in both the AM and PM per day. Drivers will receive an additional amount of compensation equivalent to a quarter hour (1/4) assignment rate in AM and PM per day for each day worked. *This will be considered overage pay and not be eligible for use on bank days.

SECTION 3 "DOUBLE ROUTE"

A double route is a regular route in which Middle/High and Elementary route(s) are combined in which students are picked up from their homes or daycare and delivered to and from school. Some special education students may ride these routes. Double routes are based on four (4) hours a day. These routes are compensated at assignment rates based on a minimum compensation of two (2) hours in the AM and two (2) hours in the PM. Those exceeding two (2) hours in either the AM or PM a day will be compensated per five (5) minute increments rounding up unless an electronic time keeping system is utilized for the collection of time which will then be reported by the minute. Two (2) hour times to include ten (10) minutes for pre-trip in both the AM and PM per day. Amounts exceeding minimums are considered overage.

SECTION 4 "SINGLE ROUTE"

A single route is a regular route with Middle/High students or Elementary students that are separate and not attached to any other route in which students are picked up from their homes or daycare and delivered to and from school. Some special education students may ride some of these routes. Single routes are based on two (2) hours a day. These routes are compensated at assignment rates based on a minimum compensation of one (1) hour in the AM and one (1) hour in the PM. Those exceeding one (1) hour in either the AM or PM a day will be compensated per five (5) minutes increments rounding up unless an electronic time keeping system is utilized for the collection of time which will then be reported by the minute. One (1) hour time to include ten (10) minutes for pre-trip in both the AM and PM per day. Amounts exceeding minimums are considered overage.

SECTION 5 "COMBINATION ROUTE"

A combination route is a regular route in which Middle/High and Elementary double or triple route(s) are combined with a Middle/High or Elementary single route, one in the AM & one in the PM, in which the students are picked up from their homes or daycare and delivered to and from school. Some special education students may ride some of these routes. The single portion of this combination will be based on one (1) hour a day. This portion of the route will be compensated at assignment rate, based on a minimum compensation of one (1) hour. Those exceeding one (1) hour in either the AM or PM a day will be compensated per five (5) minute increments rounding up unless an electronic time keeping system is utilized for the collection of time which will then be reported by the minute. One (1) hour time to include ten (10) minutes for pre-trip in either the AM or PM per day. Amounts exceeding minimums are considered overage. The double or triple route portion of this route will be based on two (2) hours a day. This portion of the route will be compensated at assignment rate, based on a minimum compensation of two (2) hours. Those exceeding two (2) hours in either the AM or PM a day will be compensated per five (5) minute increments rounding up unless an electronic time keeping system is

utilized for the collection of time which will then be reported by the minute. Two (2) hour time to include ten (10) minutes for pre-trip. Amounts exceeding minimums are considered overage.

SECTION 6 "TEMPORARY ROUTES"

Temporary Routes are routes with Middle/High students or Elementary students or any combination in which students are picked up from their homes and delivered to and from school on a temporary basis. This could be a double route or a single route.

SECTION 7 "EXTRA ASSIGNMENTS OR RUNS"

Extra Assignments are defined as KCTC, North Kent Alt Shuttle AM/PM, KTC, Tutoring Runs, mid-day ECSE, CBI, and Elementary shuttles. Extra Runs are defined as High/Middle-Middle/High shuttles. All extra assignments and all extra runs will be posted separately at Route and Run Selection Meetings.

SECTION 8 "HIGH TO MIDDLE/MIDDLE TO HIGH RUN"

High to Middle and Middle to High Run is defined as an extra run from the High School to the Middle School/Middle School to the High School throughout the day. The pay for this run will be hourly from 7:35 a.m. to 1:35 p.m. up to six (6) hours per day. This assignment requires as many shuttles as needed between these buildings during the designated time period. The 2:20 pm shuttle or last shuttle of the day can be considered part of any driver's regular route. Additional duties could include driving additional MS/HS shuttles or in-district educational MS/HS classroom trips, that fall within the class times, within the shuttle schedule as part of the six (6) hour per day assignment. *The bus shall remain on the MS or HS site during the shuttle portion of the day unless approved by the Transportation Supervisor.

NOTE: The driver will be paid extra minutes on days when pep assemblies are scheduled after 1:35 and before 2:00. The shuttle rate shall be no less than the charter rate of pay.

SECTION 9 "KCTC (KENT CAREER TECHNOLOGY CENTER) ASSIGNMENT"

Kent Career Technology Center is an extra assignment that leaves the High School to bring students out to the KCTC building. The driver may be required to pick up or drop off students at various locations for the first session and the remaining session students will be picked up and dropped off between Kenowa Hills High School and the KCTC building. The minimum times for these assignments are as follows: AM is actual time, Mid-day is one (1) hour, and PM is one-half (1/2) hour and will be compensated at the assignment rate.

SECTION 10 "KTC (KENT TRANSITION CENTER) ASSIGNMENT"

KTC is an extra assignment that may leave the High School throughout the day to bring students out to the Transition Center or a worksite and return a group back to Kenowa Hills High School. Kenowa Hills Transportation may also transport Comstock Park Transition. The minimum times for these assignments are one (1) hour and will be compensated at the assignment rate.

SECTION 11 "NORTH KENT ASSIGNMENT"

North Kent is an extra assignment between the High School and North Kent High School or designated location in the AM and PM. Any driver may bid on this run as an assignment run providing it does not conflict with any other assignment. The AM assignment will have limitations due to operating costs. This is compensated at the assignment rate. The minimum times for these assignments are AM fifteen (15) minutes, PM thirty (30) minutes and will be compensated at the assignment rate.

SECTION 12 ELEMENTARY SHUTTLES

Elementary shuttles are extra assignments that transport students from one elementary building to another elementary building, including Holy Trinity, immediately after morning drop off time and/or immediately prior to afternoon release time. Only drivers with elementary runs based out of the building students are shuttled from in AM will be able to bid on these runs, due to mileage and efficiency. If no driver based out of that elementary building bids on the run, the Transportation Supervisor shall have the authority to assign the run to any of the drivers based out of that shuttle building. These assignments are compensated at the assignment rate for the AM or PM portion only if the AM and PM times are different the average of the two (2) time periods will be compensated. The minimum times for these assignments are ten (10) minutes and will be compensated at the assignment rate.

SECTION 13 CBI "COMMUNITY BASED INSTRUCTION" ASSIGNMENT

CBI is an extra assignment that starts from the High School and drops students off at their work sites and then picks the students back up and returns them to the High School. These are paid at the assignment rate and will have a one (1) hour minimum.

SECTION 14 ECSE "EARLY CHILDHOOD SPECIAL EDUCATION" MID DAY ASSIGNMENT

The ECSE mid day assignment starts from the program based building and drops AM students at their homes and picking up PM students at their home and dropping them at the program based building. All ECSE are paid at the Special Education assignment rate and will have a one (1) hour minimum.

SECTION 15 BUS ROUTE HELP

If a driver(s) is requested, by the Transportation Supervisor, to transport additional students, make additional stops or take on extra responsibilities during their route to and/or from school and this would add additional time during the driver(s) routes, driver(s) will receive assignment rate.

SECTION 16 "TUTORING ASSIGNMENTS"

Tutoring assignments are extra assignments in which students are released after the scheduled school day, and the driver delivers these students to their homes or daycare. The minimum times for these assignments are one (1) hour and will be compensated at the assignment rate.

SECTION 17 "DRIVERS SUBSTITUTING - EXTRA RUNS AND ASSIGNMENTS"

1. Upon approval for requested time off, any regular driver who is unable to drive their extra run or assignment will offer the run or assignment to their eligible drivers by order of seniority, until the run or assignment is covered. The employee and the Transportation Supervisor will both retain copies of each extra run or assignment substitute list with drivers listed in order of seniority.
2. If you are unable to contact someone from the list, you will need to document your attempt. If circumstances arise and you are unable to make those calls, the Transportation Supervisor will assist, if available. Anyone not following the seniority procedure and deliberately skipping a driver on the list will be subject to disciplinary action.
3. If a driver is called that has a conflicting run or assignment, the driver may sub out their run or assignment only if it betters them financially. No run or assignment can be subbed out for a run or assignment of the same amount of time and pay rate. Employees shall provide the Transportation Supervisor with prior written notification of who their "sub" is for that day. The regular driver shall fill out a leave form for each absence.
4. If looking for a driver because of a charter conflict and the driver is unable to find a driver to substitute, the driver will forfeit their charter trip and the charter trip will be reassigned.

SECTION 18 BUSES TAKEN HOME

Buses may be taken to a driver's home only if the driver verifies that the mileage is less from home to the route location compared to from the garage to the route location. Any buses taken home must be approved in advance by the Supervisor. In all cases, the Supervisor has final authority for approving the take home of buses.

SECTION 19 CONTRACTED TRANSPORTATION

Route/Assignments/Runs/Charters can be added or deleted by the Board as it becomes necessary. The Board reserves the right to contract with other school districts for the transportation of Kenowa Hills' students. The Board reserves the right to contract or subcontract the work performed by members of the bargaining unit. However, prior to reaching a final disposition to contract or subcontract with any organization, the Board agrees to evaluate a proposal from the bargaining unit to maintain the positions within the bargaining unit.

SECTION 20 CHARTERS

All charter trips shall be assigned to a regular driver without conflicts (same amount of time) by the Seniority preference rotation procedure as hereinafter described.

1. Charter Lists

There could be four (4) lists of charters up for bid.

- a. AM list: Monday through Friday 4:00 am-2:00 pm.
- b. AM conflicting list: Monday through Friday 4:00 am-2:00 pm.
- c. PM list: Monday through Friday 2:00 pm-4:00 am and Saturday or Sunday anytime
- d. PM conflicting list: Monday through Friday 2:00 pm-4:00 am

2. Bidding Procedure

- A. All charter runs available for the following week Sunday through Saturday, for which requests have been received by noon the preceding Wednesday, shall be posted on the trip list with the corresponding activity noted and given a trip number in consecutive order. Drivers may only bid and take a charter if it benefits them financially. (Ex 1: if it is a 2 hour charter drop and they would get only their 2 hour run pay, they do not benefit financially and may not bid on or take that charter. Ex 2: If it is a 2.5 hour charter drop and they would get their 2 hour run pay plus .5 hour charter pay, they would benefit financially and may bid on and take the charter). Drivers eligible for charter runs shall submit their bids on charter runs by submitting their trip preference lists, with trip numbers in rank order of preference to the supervisor by close of the day the preceding Wednesday. Regular drivers shall then be assigned, in seniority rotation, to their highest ranked charter run remaining unassigned. When a regular driver is assigned to a trip, or his/her preferences are exhausted without being assigned to a trip, the next senior regular driver will be up for assignment to his/her most preferred trip remaining unassigned and so on until all preferences have been exhausted. Coaches/parents/para pro's will not automatically drive their own team/students unless they are a Kenowa Hills Transportation employee that is eligible to bid on charters and they obtain the charter under the charter rotation bid procedure
- B. You must be physically present to submit your own charter bids, with the exception of illness or on an excused absence. A regular driver on an excused absence will not lose their place in the charter run rotation as a result of the absence.
- C. A driver who rejects a charter after it has been assigned will be removed from the appropriate charter rotation for thirty (30) calendar days. Holiday rejection or illness will not be subject to the thirty (30) day suspension. A driver who does not report for an assigned charter will be removed from all charter boards for thirty (30) calendar days, as well as be

subject to disciplinary action as stated in the report to work language in the Transportation Handbook.

- D. If a driver has bid on an event that is (three) hours or longer and that event was cancelled and rescheduled at a later date, the person who received this run shall automatically be entitled to take the run.
- 3. Notification
 - Drivers shall be notified of their assigned charter runs by the end of the work day the preceding Friday.
 - 4. Unassigned Charters-Extra Board
 - A. Unassigned charters are defined as:
 - 1. All charter runs for which no regular driver was assigned.
 - 2. All charter runs for which requests were received after noon the preceding Wednesday.
 - 3. All charter run assignments abandoned by a driver.

- B. There will be five (5) rotating extra board lists:
 - 1. Day time....Monday-Friday 4:00 am-2:00 pm
 - 2. Day time conflicting...Monday-Friday 4:00 am-2:00 pm
 - 3. Night time..Monday-Friday 2:00 pm-4:00 am
 - 4. Night time conflicting...Monday-Friday 2:00 pm-4:00 am
 - 5. Weekend...Saturday and Sunday anytime

An eligible driver's name could appear on all five (5) lists. No employee may alter the extra board. This is the exclusive responsibility of the supervisor.

- C. An eligible driver may place their name on the extra board(s) in accordance with the following:
 - 1. Eligible drivers may place their names on the extra board(s) to indicate that they are available for work. Available will mean able to work any hours provided that the employee has not been absent that day due to personal illness or on an excused absence.
 - 2. Any placement of the extra board will be in order of seniority, with any additional new drivers added, by seniority, to the existing rotation list.
 - 3. Any driver who refuses an assignment from the extra board will thereafter be ineligible for that extra board assignment for thirty (30) calendar days. Holiday rejection, illness or prior commitment will not be subject to the thirty (30) day suspension.
 - 4. Application of the extra board process shall be a shared responsibility of the Transportation Supervisor and the Association.

D. Unassigned charters

The Transportation Supervisor shall first attempt to assign a regular driver who has placed their name on the extra board by rotation in order of seniority.

- 1. Unassigned non-conflicting charters may only be assigned to any eligible driver should the Transportation Supervisor be unable to find a regular driver from the extra board.
 - 2. Unassigned conflicting charters may only be assigned to an eligible driver after the conflicting extra board has been exhausted.
- 5. Overtime Bypass
 - An eligible driver may be bypassed for assignment to a charter run in any cases which would require the payment of overtime rates if another eligible driver (or

eligible substitute driver) is available for which overtime rates would not be required.

6. Error/Mistake Make-up

If it is determined that an eligible driver has been bypassed or deprived a charter run by mistake or error, a reasonable effort will be made to correct the situation if the error is discovered prior to the charter departure time. Otherwise, to remedy the situation, the driver will be given first preference for charter run(s) of equal or greater duration to the one missed for the following week prior to the posting of the trip list.

7. Cancellations

In the event an assigned charter run is cancelled (e.g., rain-out), the affected driver will re-enter normal assignment rotation and will not automatically be entitled to the next charter run.

8. Reporting Times/Mileage

The bus driver must accurately record and report the time worked on the charter run, including starting and ending times and mileage on the charter sheet to be turned in to the Transportation Supervisor.

PLEASE NOTE: If on a charter and fuel is needed and no Pacific Pride station is available, you may fuel with ULSD diesel only at any station. When paying with your own funds, be sure to keep the receipt so the district will be able to reimburse you.

9. Terms of Charters

- A. If a charter is listed as a "stay", the driver is required to stay with the group so that they are available for the needs of the passengers.
- B. If a charter is listed as a "drop off/pick up", the driver(s) will drop off the passengers and return at the time requested by the Transportation Supervisor or staff for pick up. The driver will be compensated no less than one (1) hour of extra run wages for each way listed.
- C. If necessary to leave for a meal, you must be within five (5) miles of the charter destination and get the approval to depart from the staff in charge.
- D. Extra passengers are not permitted on the bus unless it is pre-approved by the Transportation Supervisor.
- E. If a charter is listed as a drop off or drop off/pick up on a Saturday, Sunday or non-school day, it will be paid a minimum of two (2) hours charter pay for each way listed.
- F. Any charter status may be changed on short notice due to weather or emergency conditions.

ARTICLE XIII
NO STRIKE - NO LOCKOUT

SECTION 1

The Association and its individual members agree that a "strike" is not in the interest of the children of Kenowa Hills Public Schools; and therefore, the Association and its individual members agree not to strike. The Association also recognizes that in Michigan strikes by public employees are illegal.

SECTION 2

As used in this article the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the condition, or compensation, or the rights, privileges or obligations of

employment. Nothing contained in this Article shall be construed to limit, impair or affect the right of any public employee to the expression or communications of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment, or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment.

SECTION 3

Willful violation of this Agreement and/or this Article by any employee or group of employees will constitute just cause for discharge and/or the imposition of discipline or penalties without recourse to the grievance procedure.

SECTION 4

The Board will not participate in, instigate or cause any lockout of employees during the life of this Agreement.

ASSOCIATION PENALTY

In the event of a violation of this Article by the Association, the Board of Education shall have the right to seek injunctive relief and damages against the Association.

**ARTICLE XIV
PAY AND BENEFITS**

1. **DRIVING RATES OF PAY** - Beginning with the 1999-2000 school year for new hires, all step increases will be granted effective July 1st each year in lieu of the anniversary date of the individual employee. Steps will be granted provided that the employee has served six (6) months or more in the district prior to July 1st. Employees must notify the Transportation Supervisor when they become eligible for the increase.

ASSIGNMENTS

<u>ASSIGNMENTS</u>	<u>2012-13 HOURLY RATES</u>
1 ST YEAR	\$16.30
2 ND YEAR	\$16.70
3 RD YEAR	\$17.10
4 TH YEAR	\$17.50
5 TH YEAR	\$18.03
11 TH YEAR	\$19.31
15 TH YEAR	\$19.51

Assignments include regular routes, KCTC/KTC, CBI, Elementary Shuttles, Tutoring and North Kent Alternative Education.

<u>SPECIAL EDUCATION ASSIGNMENTS</u>	<u>2012-13 HOURLY RATES</u>
1 ST YEAR	\$17.11
2 ND YEAR	\$17.53
3 RD YEAR	\$17.95
4 TH YEAR	\$18.37
5 TH YEAR	\$18.93
11 TH YEAR	\$20.26
15 TH YEAR	\$20.48

Special Education Assignments include ECSE and Central CI Route

EXTRA RUNS

<u>Extra Runs</u>	<u>2012-2013 Hourly Rate</u>
1 st Year	\$12.53
15 th Year	\$12.67

Extra runs rate include all High School/Middle School shuttles, charter runs and authorized meetings.

CHARTER RUNS (Conflicting) Persons selecting scheduled charters will be paid at their regular assignment rate for such scheduled charters when they conflict with their regularly assigned run.

Charter Cancellations:

Non-conflicting charter: One (1) hour pay if driver has reported for charter
 Sat/Sun/Non-school day charter: Two (2) hours pay if driver has reported for charter.

2. LICENSE FEES - The Board will only pay for the renewal or addition of any additional license endorsements that the district and job requires as necessary for employment (ex: no class A or cycle fees). Should the first road test be failed, it will be the responsibility of the driver to pay for any additional road test fees. If the State of Michigan requires a road test due to poor driving record, it will be the responsibility of the driver to pay for road test fees.
3. PHYSICALS - Each driver is required to undergo a Department of Transportation (D.O.T.) physical as required by the State. Drivers may select their own doctor at no cost to the district or utilize the Board doctor for the physical at no cost to the employee. In the case where the driver selects his/her own doctor they are responsible for payment to the doctor and are required to provide the completed D.O.T. physical form signed by the doctor to the Transportation Supervisor.
4. JURY DUTY - Jury duty shall be considered an approved leave of absence and not charged against accumulated leave time for employees. The employee shall receive the difference between jury duty pay and their regular wage provided such service is not more than the equivalent of two (2) weeks of pay. Employees shall be paid their regular rate of pay, excluding overage pay, for these days even though no work is performed

5. HOLIDAYS - All employees covered by this contract will be paid for the following holidays at his/her run rate for the number of runs normally driven:

Labor Day	Christmas Eve	New Year's Day
Thanksgiving Day	Christmas Day	Memorial Day
Friday after Thanksgiving	New Year's Eve	*Good Friday

*If Good Friday is a scheduled school day, you must use it on a non-school day or it will be paid out at the end of the school year.

Employees shall be paid their regular rate of pay, excluding overage pay, for these days even though no work is performed. These holidays must fall within the work year in which the employee is scheduled to work. Employees hired on a substitute or temporary basis do not qualify for this benefit.

6. ACT OF GOD DAYS - In the event the employer closes school due to inclement weather or school is canceled, and the day is not to be made up, the employees covered by this contract shall receive their regular rate of pay for the day even though no work is performed. This provision is limited to a maximum of two (2) days per school year. Employees shall be paid their regular rate of pay, excluding overage pay, for these days even though no work is performed.
7. CLOTHING ALLOWANCE -The Board agrees to provide clothing with a Kenowa Hills logo for all employees covered by this contract, including regular substitutes, every two (2) years on the odd numbered years. The Transportation Supervisor will provide clothing options for the employees to select from. An amount of up to \$70.00 per driver will be allocated toward this purchase.
8. HEALTH INSURANCE - Employees covered by this contract regularly working twenty (20) hours or more per week will be able to participate at their own expense in the group health insurance program if they meet the qualifications as set forth by the insurance companies. The benefit will be at no cost to the Board, except as provided below, and will be paid for in advance by the employee.
- A. Those employees covered by this contract working an average of thirty (30) hours or more per week may choose one of the following options:
- aa. \$286.15 per month Board payment during this agreement toward health insurance that will be bid out prior to October 1st each year for reasonable and affordable coverage and \$5,000 of term life or a comparable plan.
 - bb. \$127.81 per month Board payment during this agreement towards SET Ultra Dental with a \$1,500 orthodontic rider and SET Vision Plan III and \$20,000 of AD & D term life or a comparable plan. The board agrees the annual maximum amount on dental is \$1100.00 per participant, in accordance to underwriting regulations.
 - cc. Additional cash - \$2303.17 per year during this this agreement. This additional cash compensation shall be based on a December 1st-November 30th benefit year. It shall be apportioned and paid out on biweekly payroll dates when the employee is normally scheduled to be paid. Payments shall be made each year starting with the first pay in December and shall be spread over the remaining pay dates through the first pay of June. Employees terminating employment with the Board shall be ineligible to receive additional cash compensation under this provision after the employee's last day of active employment. Employees who received additional cash compensation for time periods after their last day of active employment agree to reimburse the Board for the full amount of the excess compensation. NOTE: The employee's

election shall be made under the terms of the Section 125 flexible benefits plan established by the board (Article XIII C. 15).

- dd. In the event the school district shifts to a four (4) day work week the hour's requirement to meet or qualify for insurance shall be adjusted. Example: A four (4) day a week, six (6) hour a day driver shall qualify for insurance at the thirty (30) hour level even though they only work twenty-four (24) hours per week. This provision shall only apply in the event the school district switches from the traditional five (5) day a week school schedule to a four (4) day a week school schedule. This provision shall apply to this school year. The level of benefits shall remain the same under this provision.
- B. Those employees covered under this contract working an average of between twenty (20) and less than thirty (30) hours per week may choose one of the following options:
- aa. \$253.46 per month Board payment during this agreement toward health insurance that will be bid out prior to October 1st each year for reasonable and affordable coverage and \$5,000 of term life or a comparable plan.
 - bb. \$127.81 per month Board payment during this agreement towards SET Ultra Dental with a \$1,500 orthodontic rider and Set Vision Plan III and \$20,000 of AD & D term life or a comparable plan. The board agrees the annual maximum amount on dental is \$1100.00 per participant, in accordance to underwriting regulations.
 - cc. Additional cash - \$1766.07 per year during this agreement. This additional cash compensation shall be based on a December 1st-November 30th benefit year. It shall be apportioned and paid out on biweekly payroll dates when the employee is normally scheduled to be paid. Payments shall be made each year starting with the first pay in December and shall be spread over the remaining pay dates through the first pay of June. Employees terminating employment with the Board shall be ineligible to receive additional cash compensation under this provision after the employee's last day of active employment. Employee's who received additional cash compensation for time periods after their last day of active employment agree to reimburse the Board for the full amount of the excess compensation. NOTE: The employee's election shall be made under the terms of the Section 125 flexible benefit plan established by the Board (Article XIII C15).
 - dd. In the event the school district shifts to a four (4) day work week the hour's requirement to meet or qualify for insurance shall be adjusted. Example: A four (4) day a week, four (4) hour a day driver shall qualify for insurance at the twenty (20) hour level even though they only work sixteen (16) hours per week. This provision shall only apply in the event the school district switches from the traditional five (5) day a week school schedule to a four (4) day a week school schedule. This provision shall apply to this school year. The level of benefits shall remain the same under this provision.
- C. The Board has created a medical spending account and dependent care spending account under the Section 125 flexible benefits plan established by the Board available to all employees who are regularly scheduled to work at least twenty (20) hours per week. Eligible employees may elect to contribute to a medical spending account on a pretax basis, to be reimbursed for qualifying medical expenses and/or to contribute to a dependent care spending account on a pretax basis, to be reimbursed for qualifying dependent care expenses. Details of this plan will be made available at a later date.
- D. In order to qualify for benefits under this agreement, there are certain underwriting requirements and other responsibilities that must be met by the employee and the Board. The following items are applicable to all insurance benefit coverages stated in this Article unless otherwise specified:

- aa. Upon submission of a proper written application form to the Kenowa Hills Business Office, the Board shall provide the specified contribution toward benefits described in this Article for those employees who meet the qualifications stated in this Agreement. Coverage changes may only be made in September of each year, and once a selection is made, the selection must be maintained until at least the following September.
- bb. Employees newly hired, recalled by the Board, returning from leave, or substitutes who are awarded a regular route shall be eligible for Board paid premiums upon completion of appropriate forms. In the case of newly hired employees, eligibility for Board-paid premiums will commence after completion of a ninety (90) calendar day probationary period if applicable. Coverage will become effective after appropriate forms are completed.
- cc. Eligible employees will have the July and August Board contribution paid in full by the Board. If the employee does not return in September he/she agrees to reimburse the Board for the July and August premium.
- dd. Employees terminating employment with the Board shall have benefits terminated on the first day of the month following termination of employment, except as provided under COBRA.
- ee. An eligible employee on an unpaid medical leave may continue insurance benefits (within the limitations of the underwriter) for the term of his/her unpaid leave by requesting this in writing and having his/her check covering the full monthly premium at the Board's Business Office one week prior to the beginning of each month.
- ff. Changes in family status shall be reported by the employee to the Business Office within thirty (30) days of such change. All changes must be submitted in writing on the proper form. The employee shall be responsible for any overpayment of premiums made by the Board on his/her behalf for failure to comply with this. The Board will not be responsible for retroactive premiums because of failure by the employee to complete forms in a timely manner or meet underwriting requirements.
- gg. An eligible single person qualifies for individual membership under group provisions. If a husband and wife are both employed by the Board, they shall not receive double coverage under this Article.
- hh. The benefits listed in this Article will not be provided to the employee if equivalent benefits are being provided from another employer of the employee or the employee's spouse. It is not the intention of the Board to duplicate insurance coverage.
- ii. The Board agrees to provide the specified contribution toward the benefits programs described, but within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
- jj. The Board's responsibility shall not extend to the provision of benefits unless it has failed in meeting its responsibilities which shall be limited to:
 - a. Timely payment of specified contribution toward premiums.
 - b. Complying with all requirements of the employer required by the carrier and/or underwriter.
- kk. To be eligible for coverage, employees must be able to perform the carrier's "at work requirement" with this employer before benefits are effective.
- ll. An open enrollment period for health insurance and flexible spending accounts for eligible employees described in Article XIII C. 15 shall be provided annually during the

month of October. The effective date for flexible spending account elections shall be January 1st. Open enrollment is defined as a one (1) month time frame per year that allows employees to change their type of insurance coverage to any of the choices that are available to their employee category and to make elections under the flexible spending accounts for the upcoming year. Employees may add and/or delete dependents to their insurance coverage at this time. All open enrollment elections must be turned in no later than October 31st.

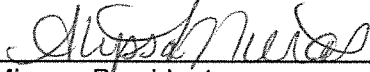
- mm. The descriptions of benefits in this Article are only general in nature and are superseded and controlled by the terms and conditions of the applicable insurance plan, a copy of which is available for inspection during normal working hours at the Business Office of the Board and are subject to underwriting rules and regulations.
- nn. The School Board shall be responsible for providing insurance information (certificates of insurance, claim forms, and application forms) made available to them by the insurance company. This information will be available upon request.
- oo. Flexible Benefits Plan - The Board shall establish and maintain a cafeteria plan under Section 125 of the Internal Revenue Code. The cafeteria plan shall permit an employee who elects not to receive board provided health insurance coverage or dental and vision and life to receive, in lieu of health insurance coverage, additional compensation in an amount described in this agreement. The additional compensation shall be subject to all required withholdings. The Board may revise the cafeteria plan, as necessary, to comply with the requirements of the Internal Revenue Code.

- 10. PERSONAL BUSINESS DAYS – Eligible employees shall be entitled up to two (2) personal business days per contract year. Eligible employees reaching the fifteen (15) year step shall be entitled to one (1) additional personal business day per contract year. Employees shall be paid their regular rate of pay, excluding overage pay, for these days even though no work is performed. Personal business days must be used exclusively for personal business which cannot be taken care of at any other time and shall not be used for any other purpose (including recreational activities). Except for emergency situations, the employee is required to give a minimum of five (5) working days notice to request a personal day. Any driver that severs their employment or is terminated will forfeit all unused days. Personal business days are cumulative, up to ten (10) days. No more than five (5) consecutive days may be used in a semester; exceptions to this must be approved by the Director of Finance. If the eligible employee does not use their cumulative amount of personal business days, and does not chose to accumulate them, any unused days shall be paid out at the end of the school year. Personal business days shall be used in ½ or full day increments only.
- 11. BEREAVEMENT LEAVE - Death in the immediate family shall qualify for two (2) days off with pay for bereavement. Immediate family is defined as mother, father, brother, sister, son, daughter, husband, wife, step-child, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents-in-law, step-mother or step-father. Employees shall be paid their regular rate of pay, excluding overage pay, for these days even though no work is performed.
- 12. BANK PAY - Eligible employees starting at the beginning of the school year shall receive vacation pay for up to sixteen (16) non-school days (ex. Christmas break, Spring break, etc.) per school year. Drivers beginning after the start of the school year will receive pro-rated days based on the four (4) school year marking periods. Employees shall be paid their regular rate of pay, excluding overage pay, for these days even though no work is performed. Any driver that severs their employment or is terminated will forfeit all unused days. These days are non-cumulative and all unused bank days shall be paid out at the end of the school year. Bank days shall be used in ½ or full day increments only.

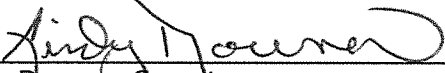
ARTICLE XV
DURATION OF AGREEMENT

This Agreement shall be in effect as of the 19th day of September, 2012 and continue in effect until the 30th day of June, 2013 and shall not be extended orally and it is expressly understood that it expires on the date indicated.

KENOWA HILLS
TRANSPORTATION ASSOCIATION



Alyssa Mieras, President

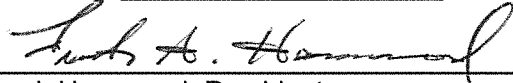


Gindy Downer, Secretary



Kathy Clark, Chief Negotiator

KENOWA HILLS
BOARD OF EDUCATION



Frank Hammond, President



Tamera Powers, Director of Finance & ESSA HR

Appendix A

DRIVER'S RESPONSIBILITIES

Driver Responsibilities - Each driver is responsible for:

- a. Cleaning his/her own bus on the inside and all driving windows at least weekly, or as is necessary.
- b. Fueling his/her own bus.
- c. Reporting all needs of maintenance and all accidents in writing.
- d. Maintaining order and discipline on the bus, and aiding in loading of pupils at schools. Filling out discipline slips as required.
- e. Attending the bus driver training schools.
- f. Observing all traffic laws and regulations pertaining to the use of a school bus.
- g. Informing the Transportation Supervisor or his/her agent in advance of all absences.
- h. Completing all reports required for his/her own bus.
- i. Holding three (3) fire drills during the school year.
- j. Conducting a pre-trip inspection of vehicle on all items as are listed on form used in "Road Test" as required by the State. The proper "pre-trip" inspection form is to be used daily before each run.
- k. Proper completion of a time card every two weeks and absence forms.
- l. Student discipline whenever possible. Problems that cannot be handled by the driver should be turned over to the Supervisor or Principal for action.
- m. Adherence to all Board policies and reasonable directives from the Supervisor. This includes adherence with the Board "Transportation Handbook."
- n. Properly warming up the bus before starting on a trip (15 minutes maximum). Each driver shall arrive in time to start his/her bus. The following checks should be made:
 1. Gas Supply
 2. Gauges
 3. Windows clear
 4. Tires
 5. Brakes
 6. Lights-head, rear, stop, clearance, flashers, directionals
 7. Emergency door and emergency buzzer
- o. Not leaving the bus with the motor running or keys in the ignition unattended.
- p. Not opening the door until the bus has stopped.
- q. Seeing that the pupils are seated and the door is closed before putting the bus into motion.
- r. In the event of an emergency or a breakdown not leaving the bus unattended, but radioing or

sending a note with a responsible student for help.

- s. Wearing a seat belt while the bus is in motion.
- t. Removing students from the bus when filling the fuel tank.
- u. Requiring students to pass in front of the bus after discharging from the bus if they cross the road.
- v. Not changing the location of stops or route unless approved by the Supervisor.
- w. Informing the Supervisor in ample time if unable to make his/her regular run or a specific assignment.
- x. Attending all bus meetings, unless excused by the Supervisor.
- y. Learning the names of all students on his/her bus during the first two weeks of school.
- z. Each year by the end of September, filling out or correcting an office provided map showing the route, pick-up times, stops and student names for each run assigned. A copy of this map will be kept on each bus and a copy will be kept on file in the bus garage.
- aa. Any other duties as assigned.
- bb. Perform proper post trip and place EMPTY sign in back window as required.

APPENDIX B

GRIEVANCE REPORT FORM
KENOWA HILLS PUBLIC SCHOOLS

Grievance # _____ Submit to Supervisor in Duplicate

Name of Grievant Building Assignment

STEP ONE

- 1. Date Cause of Grievance Occurred _____
- 2. Date of Informal Discussion with Supervisor _____
- 3. Statement of Grievance _____

Contract Article(s) Violated _____

Relief Sought _____

Signature of Grievant Date

STEP TWO

- 1. Disposition of Supervisor _____

Signature of Supervisor Date

- 2. Position of Grievant and Association _____

Signature of Grievant Signature of Association Officer/Representative Date

STEP THREE

- 1. Date of Receipt of Grievance _____
- 2. Disposition of Superintendent or Designee _____

Signature of Superintendent Or Designee Date

- 3. Position of Association _____

Signature of Association Officer/
Representative

Date

STEP FOUR

1. Date Received by Board of Education _____
2. Disposition of the Board _____

Signature of Board

Date

3. Position of the Association _____

Signature of Association Officer/
Representative

Date

STEP FIVE

1. Date Submitted to Arbitration _____

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