

**GLEN LAKE COMMUNITY SCHOOLS
BOARD OF EDUCATION**

and

**GLEN LAKE BUS DRIVERS
EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION, MEA/NEA**

MASTER AGREEMENT

2013 - 2016

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ARTICLE 1

Agreement

1.1 Agreement

This Agreement entered into this 8th day of August, 2011, by and between the Glen Lake Educational Support Personnel Association (GLESPA) MEA/NEA, hereinafter called the "Union," and the Glen Lake Community Schools Board of Education, hereinafter called the "Employer." In consideration of the following mutual covenants, it is hereby agreed as follows:

1.2 Recognition

This Agreement is entered into pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act, Act. No. 336 of the Public Acts of 1947, as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined for the entire term of this Agreement.

1.3 Bargaining Unit Defined

The Glen Lake Community Schools Board of Education hereby recognizes the Glen Lake Educational Support Personnel Association (GLESPA), MEA/NEA as the sole and exclusive bargaining representative for all regularly scheduled certified bus drivers employed by the Glen Lake Community Schools, excluding supervisors, executive personnel, substitute bus drivers, bus mechanics, office and clerical employees, custodians, cafeteria employees, maintenance personnel, teacher aides, library personnel, playground supervisors, and all other employees. The Union recognizes its responsibility as bargaining agent and will represent all employees in the bargaining unit without discrimination or coercion.

1.4 Extent of Agreement

A. This Agreement shall constitute a binding obligation of both the Employer and the Union and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in writing and signed amendment to this Agreement.

B. Should any provision of this Agreement be found contrary to law, then such provision or application shall not be deemed valid except as may be permitted by law. However, the balance of the Agreement shall remain in effect for the duration of the Agreement. The parties may, pursuant to 1.4.A. (above) and by mutual agreement, modify this agreement by signed amendment.

C. Any individual contract between the Employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Should any inconsistency arise, the express terms of this Agreement shall prevail.

D. The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with an express provision of this Agreement shall be superseded by this Agreement.

ARTICLE 2

Agency Shop

2.1 Service Fees

- A. Membership in the Union is not compulsory. Each employee shall have the right to freely joined, refrain from joining, or drop his/her membership in the Union. It is understood between the parties that membership in the Union is not a condition of employment and neither party to

this agreement shall discriminate against, intimidate, or otherwise influence an employee regarding his/her individual decision with respect to Union membership.

B. Each bargaining unit member shall, as a condition of employment:

1. On or before thirty (30) days from the date of completion of the probationary period or the effective date of this Agreement, whichever is later, join the Union, or

2. Pay a Service Fee to the Union not to exceed an amount as allowed by law. The Service Fee shall not exceed the amount of union dues collected from union 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 Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the Service Fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Union, or its designee, no later than twenty (20) days following deduction.

C. The Union agrees to indemnify and hold the Employer harmless from any and all liability that may result from the enforcement of the terms and conditions of this article, including the costs incurred in the defense of an action brought for reinstatement of employment.

2.2 Objections Policy

Pursuant to Equal Employment Opportunity Commission guidelines, any employee that has a bona fide good faith religious objection to the requirements of this article shall not be subject to these requirements. Any such employee shall notify the Employer and the Union of his/her objection and the basis for such objection. Any employee who has a bona fide good faith religious objection must pay an amount equal to the monthly Union fees (assessed of non Union members) to a nonprofit charitable organization that is active in the Glen Lake Community School District. The employee will supply a receipt of said contribution to both the Employer and the Union, showing that such contribution has been made.

2.3 Dues Deductions

The Parties recognize that Public Act 53 or 2012 prescribes that a "public school employer's use of public school resources to assist a labor organization in collecting dues or service fees from wages of public school employees is a prohibited contribution to the administration of a labor organization"; however, at that time the Parties reached agreement, the United States District Court for the Eastern District of Michigan had enjoined enforcement of PA 53 or 2012. The Parties aver that they will comply or not comply with PA 53 or 2012 in accordance with the law's status at any given time during the life of this Agreement, and neither side shall be found to have breached this Agreement by its compliance or non-compliance based on the status then in effect.

~~Any bargaining unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Union as established by the Union. Such authorization shall continue in effect from year to year unless revoked in writing between July 1 and August 31 of any year. Pursuant to such authorization, the Employer shall deduct one tenth of such dues, assessments and contributions from the second monthly regular payroll check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year. When an employee does not have sufficient money due him/her, after other required deductions have been made, Union dues or fees for that month will be collected by the Union directly from the employee.~~

2.4 Payroll Deductions

A. Upon appropriate written authorization from the bargaining unit member, the Employer shall make deductions and make appropriate remittance as noted below:

1. Required:
 - (a) Federal Withholding Tax
 - (b) State Withholding Tax
 - (c) Social Security and Medicare Tax
 - (d) Union dues or service fees
 - (e) MPSERS deductions for MIP participants
 - (f) Orders by courts of competent jurisdiction and court authorized agencies (child support, garnishments, judgments, etc.)
 - (g) Other deductions as may be required by the express terms of this agreement

2. Privileged:
 - (a) T.B.A. Credit Union
 - (b) Annuities (to organizations as may be mutually approved by the Employer and the Union)
 - (c) U.S. Savings Bonds (first pay of each month)
 - (d) Other deductions as may be mutually approved by the Employer and the Union

- B. The Employer may make corrections in an employee's pay due to bona fide Employer or employee error after discussion and consultation with the employee. In such cases, an explanation of the reason for the correction will accompany the pay adjustment.

ARTICLE 3

Management Rights

3.1 Management Rights

The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, or not specifically withheld from it, by the Michigan School Code (as revised and amended) and the laws and the Constitution of the State of Michigan and of the United States. Illustrative of these rights are the following:

- A. To exercise the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;
- B. To hire all employees and, subject to the provisions of this Contract and of the law, to determine their qualifications, and the condition of their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
- C. To determine the services, supplies and equipment necessary to continue its operation and to determine schedules, standards of operation, the means, methods, and processes of carrying out the work, and the institution of new and/or improved methods of operation, including automation. In the event that management receives competitive bids for the outsourcing of transportation services; the bargaining unit can participate in the bidding process and can enter a bid in response to the lowest competitive bid received.
- D. To carry on an evaluation of program and to evaluate the effectiveness of individual employee performance;

- E. To adopt rules and regulations that are not in expressed conflict with the terms of this Contract.

The Employer agrees to carry out its management rights within the confines of the law.

ARTICLE 4

Union Rights

4.1 Information

The Employer agrees to furnish to the Union in response to reasonable requests for all available information (in the form in which it is maintained) concerning the financial resources of the District, the preliminary budget, and such other information as will assist the Union in preparing for negotiations. The Union and Employer also agree to provide available information to one another to assist in preparing for and processing grievances.

4.2 Use of Facilities

The Union and its representatives shall have the right to conduct GLESPA Union business on the Employer's property or use the Employer's equipment at times which do not interfere with or interrupt normal operations or the employees' duty time, subject to prior scheduling such use of property and/or equipment with the Employer. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.

4.3 Bulletin Boards

The Union shall have the right to post notices of activities and matters of Union concern on Employer designated bulletin boards in the facility to which employees are assigned.

4.4 Union Leave

The Union shall, with a minimum of a two (2) work day prior notice, be granted up to five (5) days annually of Union leave time at the Employer's expense. The Union will pay for all costs of the substitute drivers. The Union shall access this time by written notice to the Employer by the Union President. Normally not more than one (1) employee may be gone on the same date under this subsection of the Agreement (and in no case shall more than two (2) employees be gone on the same date). This provision is dependent on the availability of substitute drivers.

ARTICLE 5

Bargaining Unit Members Rights and Protections

5.1 Individual Rights

Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations.

5.2 **Non-discrimination**

The Employer and Union agree that they will in no way discriminate against or between bargaining unit members covered by this Agreement based on rights they may have under the Michigan General School Laws or other applicable State or Federal laws or regulations.

5.3 **Discipline and Discharge**

No non-probationary bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; and discharges. Any such discipline of non-probationary bargaining unit members, except for adverse evaluation of bargaining unit member performance, shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Union as soon as possible. It is agreed that the concept of progressive discipline will be followed. It is understood that a violation may be so significant that the disciplinary action required may involve skipping one or more steps to reach the appropriate level of disciplinary action.

5.4 **Written Notice of Suspension or Discharge**

In the event an employee is discharged or suspended for disciplinary reasons, the employee shall receive written notice of such discharge or suspension and the Union member representative shall receive a copy of said notice as soon as possible.

5.5 **Representation**

A bargaining unit member shall be entitled to have present a representative of the Union during any meeting at which formal disciplinary action may be imposed by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union is present (except in extenuating circumstances where health or safety may be a factor). It will be the responsibility of the employee who asks for a delay until a Union representative can be present to reschedule a meeting with the Employer within two working days. The Employer will make a good faith effort to accommodate the rescheduling of the disciplinary conference and not seek to unduly delay its rescheduling. Should formal disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised of said possibility by the Employer and the bargaining unit member will be encouraged to have a Union representative present. Investigatory meetings with employees at which issues may be clarified and questions may be asked will not be considered disciplinary in nature. If the investigatory meeting indicates that discipline may be forthcoming, the meeting will be stopped until Union representation can be obtained.

5.6 **Personnel Files**

- A. Each employee shall have the right, upon request (subject to guidelines of the "Bullard-Plawewski Employee Right to Know Act"), to review the contents of the personnel file Union may, at the employee's request, accompany the employee in this review. The review shall be made in the presence of the Administrator responsible for the safekeeping of these files.
- B. Signed, written complaints by a parent of a student, a student, or any other person directed toward an employee, which is deemed serious enough to become a matter of a formal record, shall be called to the employee's attention. The employee involved is entitled to know the nature of the complaint and the identity or source of all such complaints at the time of notification unless such information is exempted by law. Any material relative to an employee's conduct, service, character or personality, including written complaints, shall not be placed in the

personnel file maintained in the employee's name in the Office of the Superintendent unless the employee has received a copy of the material to be filed. This copy is to be signed by the employee in front of another employee or a Union representative. In the event the employee refuses to sign said copy, a statement, noting such, will be placed on the copy and the witness will sign this statement. The employee's signature does not indicate agreement with the contents to be filed. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

5.7 Employer/Employee Mutual Support

- A. The Employer and employees will work together to provide reasonable support and assistance to one another in maintaining an environment of mutual respect, promoting an atmosphere of control and self-discipline among and between students and adults throughout the school.
- B. Any case of assault upon an employee which had its inception in a school-centered problem shall be reported immediately, in writing, to the Superintendent or his/her designated representative. If the Employer determines that such an assault was without provocation on the part of the employee:
 - 1. The employee may request assistance from the Employer. Assistance will be limited to the provision of legal counsel to advise the employee of his/her rights and obligations with respect to such assault. The Employer retains the right to name legal counsel.
 - 2. The Employer will reimburse any bargaining unit member for reasonable out-of-pocket expenses above the employee's personal or the school district's insurance coverage for damages or destruction to the bargaining unit member's vehicle or personal property in the above circumstances.
 - 3. It is agreed that the employee must assist the named legal counsel and cooperate with him/her as much as is reasonably possible.
 - 4. The employee shall have the right to obtain his/her own legal counsel at the employee's own expense.

ARTICLE 6

Working Conditions

6.1 Routes (Regular)

- A. Routes will be determined by the Lead Person yearly in a fair manner with the time as equitable as possible. The driver's seniority and geographic location will be taken into consideration in making the assignment.

6.2 Regular Routes (Times)

- A. Route times and Duties

Minimum regular route time will be three (3) hours and one-half (1/2) hour per day and a one-half hour per day for clean up, pre-trip inspection and daily maintenance. Drivers will be paid

for additional actual driving time in excess of three (3) and one-half (1/2) hours per day only upon verification by the Lead Person or Superintendent. Drivers will maintain the cleanliness of their bus inside and out. Daily run duties include pre-trip inspection, loading and unloading, driving; clean-up, daily maintenance, and communication with the Lead Person. Time paid for regular runs and/or extra trips shall be from the time of departure with the bus from wherever the bus is housed, including the driver's home. Drivers are to keep track of mileage and notify the transportation supervisor of needed bus maintenance. All time sheets are to be submitted with care.

B. Kindergarten Route

There shall be a two (2) hour minimum pay for each kindergarten route, which includes fifteen (15) minutes for pre-trip inspection and clean up.

C. Vocational Education Route

Paid for actual driving time, waiting time, and fifteen (15) minutes for pre-trip inspection and clean up.

D. Special Education Route

Paid for actual driving time, waiting time, and thirty (30) minutes for pre-trip inspection and clean up.

6.3. Kindergarten, Vocational Education, Special Education, and Any Additional Assignments

A. Seniority will be considered when assigning kindergarten, vocational education and special education routes and any additional assignments.

B. Bargaining unit members will be given first consideration when assigning substitutes for kindergarten, vocational education, and special education routes and any additional assignments. Assignments of regular drivers to the above substitute positions shall be on a seniority basis from the regular drivers who are available at that time, and who have annually indicated in writing that they wish to substitute in such situations.

C. Drivers will be able to have more than one assignment, based on their seniority, as long as there is no conflict in scheduling and such assignments do not overlap in paid time.

6.4 Breakdown

In the event of a bus breakdown, drivers will be paid their regular rate per hour, for time spent waiting with the bus (in those cases where the total time exceeds the normal assigned hours).

6.5 Route Change or Termination

Drivers will be notified as soon as reasonably possible of any changes in or terminations of stops on any established route.

6.6 Lead Person

A. The Employer reserves the right to establish and maintain a "Lead Person" extra duty assignment, to develop a job description for the assignment, and to establish an annual

extra duty pay stipend for the extra duty assignment (after consultation representatives of the union). It is understood and agreed between the parties that the extra duty assignment is not an hourly assignment, and that compensation will be by set annual stipend, but computed and paid throughout the year. Assignment to this extra duty position will be made by the Employer on an annual basis. This extra duty may be discontinued at the end of any school year by the Employer.

B. Lead Person Appointment

The bus drivers' unit shall be consulted prior to the appointment of a new Lead Person.

6.7 Extra Trips

- A. All extra trips, for driver consideration, will be by seniority at the first extra trip meeting, and by least accumulated extra trip hours thereafter. Whenever possible all extra/special trips will be arranged through the Lead Person. Extra trip duties include pre-trip inspection, loading and unloading, driving, clean-up, daily maintenance, and communication with the Lead Person.
- B. Compensation for extra trips shall be at the driver's regular hourly rate for all driving and waiting time. Minimum trip time shall be two (2) hours at the regular hourly rate. Extra trips will be allowed fifteen (15) minutes at the conclusion of the trip for necessary clean up of the bus. Maximum hours worked, including regular runs and extra trips, are not to exceed forty (40) hours per week, except in case of emergency. Once a driver has been assigned an extra trip, which is ultimately cancelled (except for Act of God instances), the regular driver will receive payment for the minimum extra trip time. However, if the extra trip is canceled at such a time that the regular driver can take his/her regular route, he/she shall drive it and receive the minimum extra trip cancellation time as well.
- C. If an extra trip is scheduled with an estimated number of hours greater than four (4) and after the trip has been assigned the driving hours are significantly reduced, the driver will receive their regular hourly pay at a minimum of four (4) hours or 50% of the estimated number of hours when the trip was assigned. This section will be evaluated and considered for renegotiation after the conclusion of the 09/10 school year.
- D. Normally, extra trips will be disbursed and drivers will be assigned on Fridays. Priority for trip selection will be based on the amount of hours accumulated by extra trips taken. The driver with the lowest hours will have the first option to select extra trips (if driver hours are tied, the senior driver will have first option). The driver must be present to bid an extra trip unless the driver is working or on an extra or regular run for Glen Lake Community Schools.
- E. Drivers who elect not to take a trip when it is his or her turn in the rotation will have five (5) hours charged against his or her accumulated extra trip hours. A driver may exchange or trade a trip only with the approval of the Lead Person.
- F. Trips will be handed out not to exceed two (2) weeks in advance, except that overnight trips which require advance planning may be displayed up to four (4) weeks before the trip.
- G. Trip requests received by the Lead Person after Friday, but where the trip is the following week, will be handed out individually by the Lead Person to the person with the lowest hours. If the person with the lowest hours is unable to take the trip, s/he will not be charged with the hours, and the trip will be offered to the next available driver.

- H. It will be the responsibility of each assigned driver to record and turn in the extra trip mileage, actual driving time, waiting time, and the name of any other driver used on an extra trip to the Lead Person on the first work day immediately following the day the extra trip was taken.
- I. In the event the Lead Person is unavailable on Friday to distribute the upcoming extra trips, this responsibility will be assumed by the bus driver Association Vice President.
- J. Meals will be allowed for all trips which exceed four (4) hours.
- K. Overnight trips shall be handled by the School District and the organization involved. When bus drivers are assigned to an overnight trip, they will be roomed alone or with another Glen Lake bus driver if the drivers so choose. Lodging accommodations will be arranged by the Superintendent or his designee. The driver will receive a \$20.00 "out-of-town" bonus for all overnight trips.
- L. On all trips that require a newer bus, the Lead Person will assign the appropriate bus for the trip. All drivers will comply with the Lead Person's decision.
- M. The administration will log the date when extra trip requests are presented to the office.

6.8 Physical Exams

Physical Exams, as requested by the Employer, will be paid by the Employer when given by a school appointed physician. If the driver goes to an M.D. or D.O. of their choice, then the Employer agrees to pay the same amount to their doctor as paid to the school doctor. Second opinions will be at the expense of the employee.

6.9 CDL License

The Employer will reimburse drivers for the cost and all time necessary for obtaining a required CDL License, including training not to exceed TBAISD recommended and/or required hours in order to maintain bus driver certification after successfully obtaining the required bus driver CDL license. The Employer has no obligation to reimburse the employee for failed attempts to obtain the CDL License.

6.10 Driver Training Classes, In-service, Mandatory Meetings

- A. Bus drivers will be required to attend annual first aid courses leading up to their obtaining a Multi-Media Standard First Aid and CPR card. Necessary expenses related to the course will be paid for by the Employer (books, tuition, etc.). The Superintendent will have four (4) mandatory meetings for drivers, during the school year, to bring them up to date on any new laws pertaining to special education needs, blood borne diseases, and any other bus driver related information required by law. The Employer agrees to reimburse contract drivers at their regular hourly rate while attending training classes, and to reimburse drivers at the school district approved mileage allowance rate when attending training classes out of the district. All classes must be approved by the Superintendent prior to attending. In the event that the Employer does not use the allotted 16 hours of mandatory meeting time during the student school year, the bus drivers will be compensated for those 16 hours at their regular hourly rate.
- B. Representatives of the bargaining unit are encouraged to provide recommendations to the Lead Person and/or to the Superintendent as to needed in-service training. The Lead Person will meet with the Superintendent to address in-service needs and to develop and schedule needed in-service training.
- C. For the full day professional in-service days for the teaching staff, prior to the start of the school year, the drivers will receive their regular pay for hours worked. The Employer has the right to

request that the drivers attend training sessions, meet with their supervisor, or perform other duties during that time period.

6.11 Driving Days

- A. In the event that there is no school due to an "Act of God" day, drivers shall be paid for the first four (4) days missed or maximum allowed by state guidelines (whichever is greater.) Should there be more than four (4) days missed due to an "Act of God", drivers will be paid when the days are made up.
- B. Regular driving time will be paid for such time that school is delayed. Drivers will be notified two (2) hours prior to the starting time of school of canceled or delayed school time whenever possible.
- C. Article 6.11 A and 6.11 B applies to Special Education and Vocational Education routes as well as Regular Routes. It is understood, however, that both the Special Education and Vocational Education routes will follow the Traverse Bay Area Intermediate School District (TBAISD) scheduled calendar, and therefore both the Special Education and Vocational Education routes will be subject to cancellations and/or delays by TBAISD.
- D. Any day when school is being held and students are in attendance at the Glen Lake Community Schools, but a kindergarten or special education or vocational education run is canceled after the driver(s) leaves home in the morning on a regular morning run, the affected driver(s) shall be paid the two (2) hour minimum pay or for the time the driver is actually on the run that day, whichever is greater.
- E. Any day that is not a scheduled attendance day for vocational education or special education students or for A.M. or P.M. kindergarten students, the driver(s) shall not be paid for that run. For example, when school is scheduled to be held for a half day and therefore only one session (A.M. or P.M.) of kindergarten is in attendance, the driver(s) shall not be paid for the run that is not taken due to students not attending that day. Likewise on days that are not scheduled attendance days at the vocational center or at special education classes in Traverse City, the respective driver(s) shall not be paid for those runs.

6.12 Bus Folders

Each driver shall maintain an up-to-date folder in their bus at all times. This folder shall contain:

- A. A map outlining stops with names of children.
- B. A daily time schedule.
- C. Information provided by the Administration on emergency drill instructions.
- D. Information provided by the Administration on individual cases of a special nature (mental, emotional, physical, medication needed or religious exceptions).
- E. A seating chart (if used).

6.13 School Bus Parking

School buses may be kept at driver's home during school year only by mutual agreement of the Superintendent (or designee) and the driver.

6.14 Extra Trip Regular Driver Availability

Regular drivers shall be used to go on extra trips that are scheduled for them to drive unless:

- A. A bona fide emergency exists, or
- B. All regular Contract drivers have refused said trip.

6.15 Emergency Drivers

Emergency Drivers may be used:

- A. When a true emergency exists.
- B. At the discretion of the Employer, once in the fall and once in the spring of each school year, in place of a non-bargaining unit driver in order to maintain their proficiency (one regular route, a.m. or p.m.).

6.16 Overtime

- A. Overtime shall be reported biweekly to, and approved by, the Lead Person.
- B. Expense sheets must be turned in to the Lead Person the last week of the month.
- C. Time paid for waiting (i.e., school delay, extra trip layover, etc.) shall not be considered time worked for purposes of overtime computation. Drivers waiting are considered released from duty during waiting time unless directed otherwise.

ARTICLE 7

Seniority

7.1 Seniority Defined

Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first paid working day. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

7.2 Probation

Probationary bargaining unit members shall not have seniority assigned to them until the completion of their probationary period, at which time their seniority shall revert to their first paid day of work. The probationary period shall be sixty (60) calendar days.

7.3 Seniority List

The Employer shall maintain a seniority list and furnish the Union a copy of such on or before October one (1) of each year.

7.4 Seniority Lost

Seniority shall be lost by a bargaining unit member when s/he:

- A. Quits, dies or retires, or
- B. Is discharged and not reinstated, or
- C. Is absent for three (3) consecutive working days without valid reason (unless unusual circumstances prevent such notification), or
- D. Is laid off for a period of time equal to seniority or two (2) years, whichever is the lesser, or
- E. Fails to return to work on the first scheduled working day following termination of any leave of absence or scheduled vacation without valid reason for failure to return to work, or
- F. Fails to return to work from layoff when recalled in accordance with this Agreement.

7.5 Seniority Frozen

When an employee becomes a supervisor he/she shall retain all earned seniority and that earned seniority shall be frozen.

ARTICLE 8

Compensation and Benefits

8.1 Salary Guide

- A. All bus drivers shall be paid on the following schedule:

	<u>2011/12</u>	<u>2012/13</u>
Probationary Period	14.45	14.59
Remainder of First Year	17.87	18.05
Second Year	18.23	18.41
Third Year	19.92	20.12

8.2 Payroll

- A. Payroll checks will be issued on a biweekly basis.
- B. Overtime is allowed only upon prior approval of the Superintendent or designee. Approved time worked up to the forty (40) hour work week will be paid at the employee's hourly rate; whereas overtime beyond the forty (40) hour week will be paid at the rate of one and one-half (1 1/2) times the regular rate of pay.
- C. Overtime shall be reported biweekly to, and approved by, the Lead Person.
- D. Expense sheets must be turned in to the Lead Person the last week of the month.
- E. Time paid for waiting (i.e., school delay, extra trip layover, etc.) shall not be considered time worked for purposes of overtime computation. Drivers waiting are considered released from duty during waiting time unless directed otherwise.

8.3 Service Work

The regular rate will be paid for service trips as requested by the Transportation Supervisor, Lead Person and/or Superintendent.

8.4 Learning/Instructing Routes

The regular rate will be paid for learning and/or instructing for a new route or bus inspections when so requested by the Lead Person.

8.5 Electricity Compensation

Drivers who regularly do overnight parking of a school bus at their homes shall be paid one hundred dollars (\$100 as compensation for electricity used for plug in heaters to be paid by May 1 annually).

8.6 Meal Expense

Meals will not exceed the following scale:

	<u>2011/12</u>	<u>2012/13</u>
Breakfast	9.50	9.50
Lunch	10.50	10.50
Dinner	14.00	14.00

8.7 Mileage Compensation

Bargaining unit employees who are requested to drive their personal automobiles on school business shall receive an allowance equal to the IRS Rate.

8.8 Insurance Benefits

- A The Employer will design and implement a qualified IRS Section 125 Cafeteria Plan. Employees may, subject to the guidelines of that plan, sign a Salary Reduction Agreement for the purpose of purchasing benefits and/or participating in other flex plan options. Health benefits available to bargaining unit employees under this Cafeteria Plan will be similar to those available to other individuals employed by Glen Lake Community Schools.
- B. The Employer will make available to all employees in the unit, through regular payroll reduction, at each individual employee's expense, health benefits similar to those available to other individuals employed by Glen Lake Community Schools.

ARTICLE 9

Absence from Duty

9.1 Absence from Duty

An employee who finds it necessary to be absent from work will notify his/her supervisor in advance, or if unable to do so, will inform him/her at the earliest possible moment. The same holds true if an employee finds it necessary to leave his/her normal work area at any time.

9.2 Sick Leave

Sick leave will be granted for illness or injury to the employee and his/her immediate family. Immediate family shall include spouse, child(ren), parent, parent-in-law, brother, sister, grandparent, dependent

(dependent is defined as one who qualifies under I.R.S. regulations), current brother and sister in-law, current son and daughter in-law and grandchild(ren). A doctor's affidavit may be required.

- A. Employees are granted sick leave according to the following schedules with a maximum accumulation of 100 days:
- | | | | |
|----------------------|---|----|-----------|
| 180 - 199 work days | = | 9 | sick days |
| 200 - 219 work days | = | 10 | sick days |
| 220 - 239 work days | = | 11 | sick days |
| 240 & over work days | = | 12 | sick days |
- B. If employment is terminated after school starts and the employee has used leave days in excess of the number accumulated or actually earned, these unearned days shall be deducted from his/her final pay.
- C. Employees on paid sick leave shall be deemed to be on continued employment.
- D. It is the responsibility of each employee to complete an "Absence Report" form upon his/her return to work and to have it signed by his/her supervisor and submit to the payroll office.
- E. An employee who becomes ill during the summer vacation and cannot assume his/her duties at the beginning of the school year (September) will be eligible for benefits under his/her accumulated sick leave, commencing the first day of school upon presentation of a physician's certification of illness or disability.
- F. Disability due to pregnancy shall be treated as any other illness or disability.
- G. Unused sick leave, surrender value. Upon the death or retirement of an employee (in accordance with the Michigan Public Schools Employees Retirement System and/or Social Security Act) the accumulated sick leave to his/her credit shall have a cash surrender value of thirty-three and one third percent (33-1/3%).
- H. If a driver does not use any sick, dock, or personal business days in a school year he/she will receive a \$200.00 bonus.

9.3 Personal Business Leave

- A. Employees may be granted up to two (2) days of personal business leave with pay for business which cannot be taken care of after work hours, weekends, or during vacation periods. These days shall be applied for at least three (3) days in advance, except in the case of an emergency, and shall be deducted from sick leave except as noted below. Personal business leave will not be granted for vacation or recreational activities, nor immediately before or after a holiday or vacation, except in case of an emergency.
- B. Paid personal business leave days will be granted according to the following schedule:
1. Zero through four (4) years of service:
- two (2) personal business leave days deducted from sick leave
 2. Five (5) through nine (9) years of service:
- two (2) personal business leave days, one (1) deducted from sick leave
 3. Ten (10) years and more of service:

- two (2) personal business leave days, none deducted from sick leave

- C. A bus driver who does not use his/her personal business leave day(s) may elect from the following options:
1. Roll unused personal business day(s) back into the driver's accumulated sick leave, or
 2. Receive payment for one (1) unused personal business day at the end of the school year. In order to receive payment, the employee must notify the payroll department in writing by June 1 of each year. If such timely notice is not received, any unused personal leave days will be added to the driver's sick leave accumulation.

9.4 Bereavement Leave

- A. Absence without loss of pay shall be allowed up to three (3) days upon the death of a spouse, child, parent, parent-in-law, brother, sister, grandparent, dependent (dependent is defined as one who qualifies under I.R.S. regulations), current brother and sister in-law, current son and daughter in-law and grandchild. Such days shall not be deducted from any leave.
- B. Upon receipt of a request from the employee, additional days may be granted by the Superintendent. These additional days shall not be subtracted from the employee's sick leave.

9.5 Jury Duty

- A. An employee summoned for jury duty, or subpoenaed to give testimony before a judicial or administrative tribunal, shall be compensated for the difference between the daily pay and pay received for the performance of such obligation. Time lost may not be deducted from annual or accumulated sick leave.
- B. The Employer shall not be obligated for said above compensation when such testimony is connected with the employee's non-school employment, or is as a result of Union or bargaining unit initiated judicial or administrative tribunal proceedings.

9.6 Worker's Compensation Insurance

- A. All employees, while on the job, are covered under Worker's Compensation Insurance. In the event that an accident/injury is incurred, an accident report form shall be secured from the Superintendent or his designee. All requested information shall be filed with the business office within 24 hours.
- B. Any employee, while employed by the District, who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law may receive from the Employer the difference between Worker's Compensation payment prescribed by law and his/her regular salary, to the extent and until such time as the employee shall have used up his/her "sick leave" as provided herein.

9.7 Unpaid Leave Days

Not more than three times (days) during a school year, in the event a driver has an emergency situation and is unable to run his/her route, such driver shall, upon approval of the Superintendent or designee, and after making arrangements with a substitute driver, be off for such shift or shifts and such shall not result

in an unexcused absence. Not more than two (2) drivers would be released at one time, subject to availability of a qualified substitute driver. Unpaid leave days are not to be used in conjunction with a holiday or vacation except in event of emergency, and such days are not to be saved for vacation or recreation. At the sole discretion of the Superintendent, on a case by case basis for extenuating circumstances, the Superintendent may approve a waiver of the restrictions on use of unpaid leave days. Approval of any one request shall not require approval of any subsequent request.

9.8 Resignation or Retirement:

Employees shall give to the Employer, in writing, notice of resignation or retirement, stating the actual date on which employment with the Employer will cease. Such notice shall be given not less than two (2) weeks in advance of the last day of work (unless unusual and/or extenuating circumstances prevent such notice).

ARTICLE 10

Grievance Procedure

10.1 Definition

It is intended that the grievance procedure shall serve as an orderly means of settling grievances in a timely fashion without undue interruption or disturbance to the operation of the school. A grievance shall be defined as an alleged violation of the expressed terms of this Agreement.

10.2 Hearing Levels

- A. **Informal Level:** In the event that an employee, or the Union, believes there is a basis for a grievance, the employee or Union representative will, within five working days of the alleged violation, request a meeting to discuss the alleged grievance with the immediate supervisor .
- B. **Formal Level I:**
1. If, as a result of the informal discussion with the immediate supervisor, the alleged grievance still exists, the employee or Union representative may invoke the formal grievance procedure on a form signed by the grievant and/or Union representative, which form shall be available from the local Union representative. A copy of the completed and signed grievance form shall be delivered to the employee's non-Union immediate supervisor (or designee) within three (3) working days after oral discussion.
 2. The written grievance shall include (as a minimum):
 - a. Identification of the grievant(s)
 - b. The specific facts upon which the grievance is based
 - c. Identification of the specific portion of the Agreement allegedly violated
 - d. The specific relief requested
 - e. The date on which the alleged grievance occurred
 - f. The date on which the grievance is being filed
 - g. A signature attesting to the facts as presented
 3. Within three (3) working days of receipt of the grievance, the Union representative and grievant shall meet with the employee's non-Union immediate supervisor (or designee) in an effort to resolve the grievance. The non-Union immediate supervisor (or designee) will give his/her answer in writing within three (3) working days of such meeting, and shall furnish a copy thereof to the Union representative.

4. If the grievant's non-Union immediate supervisor (or designee) is the Superintendent, Formal Level I may be skipped and the written grievance submitted at Formal Level II.

C. **Formal Level II:**

1. If the grievance is not settled at Formal Level I, the grievance may be appealed within five (5) working days after receipt of the non-Union supervisors (or designee's) written answer to the Superintendent (or designee) who shall address the grievance at a time mutually agreeable to the Superintendent and the Union representative.
2. The Superintendent (or designee) shall give his/her written answer to the grievance within five (5) working days of above meeting.

D. **Grievance Settlements:**

1. The settlement of a grievance in any case shall not be made retroactive for any period prior to fifteen (15) days of the date the grievance was first presented in writing. The above fifteen (15) days limitation does not apply, however, in cases involving application of wages as set forth in Article 8, Compensation and Benefits, or in cases involving the application of fringe benefits.
2. Unless otherwise mutually agreed to in writing, the time limits established by this grievance procedure shall be strictly construed. Time limits established by the grievance procedure may be waived or extended or steps in the grievance procedure may be bypassed only upon the written mutual agreement of both parties.
3. In the event the Employer fails to respond to a grievance within the time limits specified, said grievance shall be deemed denied and subject to advancement to the next step of the grievance procedure.
4. Any grievance not advanced to the next step of the grievance procedure by the Union within the time limits specified shall be considered withdrawn and settled on the basis of the last disposition by a representative of the Employer. Any grievance, which has been withdrawn or settled, shall not be subject of any further grievance
5. There will be no pay to bargaining unit employees for any time utilized in the grievance procedure. Grievance discussions and hearings, as much as is reasonably possible, and by mutual agreement of the parties, will be held at times which will not conflict with paid work time of employees involved.
6. Working days as described in the grievance procedure shall mean any day on which the appropriate bargaining unit member representative or Employer representative is scheduled to work.

E. **Formal Level III:**

1. If the Union is not satisfied with the disposition of the grievance at the previous level, or if no disposition has been made within the period above provided, the Union may file a demand for arbitration of the dispute with the American Arbitration Association, whose rules shall govern the arbitration proceeding. The Union shall file for arbitration no later than fifteen (15) days from the date of the last action by the Employer at formal level II. The arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement.

2. The costs and expenses of the arbitrator shall be borne by the losing party. In the event of a split decision, the arbitrator shall assess a percentage of cost to each party consistent with the extent to which each party failed to prevail. In the event either party requires a transcript, prepares exhibits, requires witnesses, etc., the costs for such expenses shall be borne by the party incurring them.
3. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction, except that if the arbitrator has exceeded his/her authority under the scope of this Agreement, either party may pursue the matter in the appropriate court of law. The decision of the arbitrator shall be implemented or appealed within thirty (30) working days of receipt of the arbitrator's decision.
4. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution. Any claim or grievance arising after the expiration of this Agreement may be processed only through formal level II unless both parties agree to submit the matter to arbitration as outlined in Formal Level III.
5. The arbitrator's authority is limited to the following:
 - a. The arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the applications or interpretations of such express provisions.
 - b. The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Employer, where the Employer is given discretion by the terms of this Agreement or by the nature of the area in which the Employer was acting. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws.
 - c. The arbitrator shall have no power to rule on the termination of services or the failure to reemploy any probationary employee.
 - d. The arbitrator shall have no power to rule on the content of the Employer's evaluation of an employee.
 - e. The arbitrator shall have no power to rule on any provision of this Agreement which contains an express exclusion from the procedure.

10.3 Representation

The Employer will recognize a Union member representative for the purpose of representing an employee and for assisting in resolving grievances at all steps of the grievance procedure.

- A. The Union shall advise the Employer in writing of names of the Union member representative and shall also advise the Employer in writing of any replacement thereto.
- B. Any aggrieved employee, Union member grievance representative and alternate shall not be paid by the Employer for time spent during their working hours participating in the grievance procedure when the parties mutually agree to process the grievance during working hours.

- C. Union member representatives are not to leave their work stations without first obtaining permission from their Supervisor or Department head (or his/her designated representative) and unless their presence is requested by the Department head or by the Superintendent. In no event shall any employee or Union member representative interrupt any work procedure in order to participate in the grievance procedure. The Union member representative, whose participation is required in the grievance procedure, shall be released from their work within a reasonable time if the parties mutually agree to become involved in the grievance process during working hours.

ARTICLE 11

Negotiations Procedure

11.1 Waiver Clause

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. Notwithstanding the foregoing (subsection 11.1.A.), it is agreed and understood that the parties will work cooperatively together during the term of this Agreement to resolve issues of mutual concern, and may, upon mutual written agreement, amend, add to, or delete from this Contract.

11.2 Contract Maintenance

Representatives of the Employer and the Union will meet at times mutually agreed to for the purpose of reviewing the administration of the Contract and/or to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

11.3 Negotiations Released Time

When negotiations are mutually agreed to be conducted during regular work hours, bargaining union representatives shall be paid at their regular pay for those work hours missed. The Union will notify the Employer at least two (2) working days in advance of the needed released time, and will identify which employees are to be released.

11.4 Negotiations

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

11.5 Entire Agreement

The Employer and Union agree that this Contract incorporates their full and complete understandings and that all prior Agreements or practices are superseded by the terms of this Agreement.

11.6 Agreement

- A. There shall be two (2) signed copies of any final Agreement. One (1) copy shall be retained by the Employer and one by the Union.
- B. Copies of this Agreement shall be printed at the expense of the Employer, and presented to all bargaining unit members now employed or hereafter employed by the Employer. In addition, the Employer shall provide the Union with five (5) copies of the Agreement without charge to the Union.
- C. All school district personnel policies or any changes in said policies shall be available for review by the Union. Copies of such policies shall be made and forwarded to the Union (at the Union's expense) upon written request of the Union.

ARTICLE 12

Reduction in Personnel, Layoff, and Recall

12.1 Layoff Defined

Layoff shall be defined as a reduction in the work force.

12.2 Layoff Notice

No Bargaining unit member shall be laid off pursuant to a reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least two (2) weeks prior to the effective date of the layoff.

12.3 Layoff Procedures

In the event of a necessary reduction in work force, the Employer shall first layoff probationary bargaining unit members in the affected classification, then the least senior bargaining unit members in that classification. New bargaining unit employees shall not be employed by the Employer unless there are laid-off bargaining unit members who are qualified for a vacant or newly created position who do not return to a position when recalled. Qualified bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff or the elimination of a position shall have the right to assume a position which is held by the least senior bargaining unit member.

12.4 Laid-off bargaining unit members:

A laid-off bargaining unit member shall upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority.

12.5 Continuation of Insurance:

Continuation of insurance will follow COBRA guidelines.

12.6 Recall

Laid-off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified.

12.7 Recall Notices:

Notices of recall shall be sent by certified mail, return receipt requested, to the last known employee address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.

12.8 Recalled Employee Reporting:

A recalled bargaining unit member shall be given two (2) weeks from receipt of notice to return to work. The recalled bargaining unit member is encouraged to notify the Employer of his/her intent to return to work as soon as possible. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work.

12.9 Obligation to Report:

Bargaining unit members recalled to a regular route are obligated to take said route. A bargaining unit member who declines recall to a regular route for which he/she is qualified shall forfeit his/her seniority rights.

ARTICLE 13

Continuity of Operations

13.1 Continuity of Operations

The Employer and Association agree that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the services which support school programs. The Association agrees that during this life of this Agreement neither the Association, its agents nor its members will authorize, instigate, condone, or engage in any strike or any other form of work cessation. Accordingly, the Employer agrees that during the life of this Agreement it will not lockout employees (as used in this subsection, "strike" and "lockout" shall be as defined pursuant to Act No. 112 of the Public Acts of 1994, as amended).

ARTICLE 14

Duration of Agreement

This Agreement shall be effective as of the date ratified by both parties, and shall continue in effect until the thirty-first (31st) day of August, 2013.

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this _____ day of _____, _____.

UNION

EMPLOYER

By _____
President

By _____
President

By _____
Secretary

By _____
Vice President

By _____
15-A UniServ Director

By _____
Secretary

By _____
Negotiations Committee Member

By _____
Treasurer

By _____
Negotiations Committee Member

By _____
Trustee

By _____
Negotiations Committee Member

By _____
Superintendent

By _____
Negotiations Committee Member

Date: _____

Date: _____