

MASTER AGREEMENT

between the

NEW HAVEN SCHOOLS
TRANSPORTATION ASSOCIATION

and the

NEW HAVEN SCHOOLS
BOARD OF EDUCATION

2011-2012

2012-2013

2013-2014

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AGREEMENT BETWEEN
THE NEW HAVEN COMMUNITY SCHOOLS
AND
THE NEW HAVEN STUDENT TRANSPORTATION ASSOCIATION

2011-12
2012-13
2013-14

This Agreement made and entered into this 1st day of July, 2011, by and between the New Haven Board of Education and the New Haven Student Transportation Association, hereinafter referred to as the "District" and/or "Board" and the "Association".

ARTICLE 1, RECOGNITION:

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Article 379, Public Acts of 1965, for all transportation personnel, excluding substitutes, temporary per diem personnel, part-time drivers, mechanics, and supervisors.

ARTICLE 2, RIGHTS OF PARTIES:

- A. The Board and the Association agree that all employment decisions will be made in a nondiscriminatory manner. No decision as to hiring, assignment, promotion, transfer, layoff, termination, or reinstatement shall be made on the basis of age, sex, color, national origin, religion, height, weight, marital status, or disability. Equal pay shall be given for equal performance of jobs requiring equal skill, effort, and responsibility.
- B. In the construction of words used in this agreement, whenever the male gender is used, it shall also be construed to include the female gender.

ARTICLE 3, BOARD RIGHTS:

The Board, on behalf of itself and the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To executive management and administrative control of the District and its properties and facilities, and the activities of its employees;
- B. To hire all employees, subject to the provisions of law, to determine their qualifications and

the conditions for their continued employment, or dismissal or demotion, and to promote and transfer all such employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and of the United States.

ARTICLE 4, DEFINITION OF DRIVERS:

- A. Probationary Driver: A probationary driver is one that has been hired by the school district and is considered probationary until he/she has completed 360 hours driving time following being hired by the Board of Education. Upon satisfactory completion of the probationary period, the eligibility date for classification as a regular driver will be retroactive to the date of hiring.
1. Class Attendance: From the date of hire probationary drivers will attend all class sessions.
 2. Pay at Required Schooling: Drivers will be paid at the regular hourly rate.
 3. Benefits: A probationary driver is not eligible for benefits, holiday pay, and/or any other protections afforded by this Agreement until successfully completing the probationary requirements stated within. Benefits and/or protections herein shall not be applicable retroactively to drivers upon completion of their probation.
- B. Regular Driver:
1. Has Completed Probationary Requirements: Said individual must have completed the requirements of the probationary period to qualify as a regular driver.
 2. Runs: A regular driver
 - (a) is an employee who has a minimum of two morning and two afternoon permanently established "resident-to-school and return" runs daily throughout the school year, excluding runs funded through outside grants (e.g. More-For-Fours),
 - (b) has a regularly assigned daily Special Education or Vocational Education route, and,
 - (c) attends bus schooling as required by the District and/or applicable State laws, rules, and/or regulations.
 3. Site Supervisor may also driver as a regular driver.

- C. Driving Record: No person shall be permitted to operate a New Haven Community School District vehicle if that person's driving record fails to meet the requirements of the Michigan Essential Insurance Act for standard automobile insurance.

ARTICLE 5, WAGES:

- A. Wage Scale for Duration of Agreement:

The hourly wage for regular drivers covered under this contract will be:

Year	Hourly Rate	Field Trip Rate**
2011-2012	\$16.00	\$8.00
2012-2013	\$16.00	\$8.00
2013-2014	\$16.00	\$8.00

**Waiting, Not Driving (not overmigh)*

- B. Hourly Rate: All wages will be determined by the wage scale. Hours worked in excess of 40 hours per week shall be paid on overtime basis.
- C. Minimum Pay: The minimum pay, except for shuttle runs as herein defined, for any regular run shall be one and one-half (1.5) hours, special needs and mid-day runs shall be two (2) hours.
- D. Longevity: Beginning with the 2011-12 school year, each bus driver will receive a Forty Five Dollars (\$45.00) longevity benefit, for every year of service to the district beginning with the seventh (7th) year of service to this district. This applies to regular drivers who are driving more than 20 (Twenty) hours per week. This will be paid in a lump sum on the last payroll in June as a part of their regular payroll. For the duration of this contract, longevity will be accrued, but not paid.

ARTICLE 6, FRINGE BENEFITS:

Anytime a driver has less than one hour between runs drivers may use the time for bus maintenance.

- A. Changes in Student Dismissal Time: Changes in student dismissal times during the year not on the District's published calendar at the beginning of the year and which have not been arrived at through mutual discussions with the New Haven Student Transportation Association resulting in a change or readjustment in driver assignments shall not result in the loss of a drivers normal wages for the day or days involved.
- B. Holiday Pay: Provided the driver was present and worked on the scheduled work day

before and after a holiday, he/she shall be eligible to receive holiday pay. Exceptions to this include only those absences that have the prior approval of the Director of Transportation and the Superintendent and have the absence approval received in Central Office.

1. Thanksgiving Vacation
2. Day before Christmas
3. Christmas
4. Day before New Years
5. New Years
6. Martin Luther King Birthday (if school is not in session)
7. Good Friday

C. Uncontrolled Time:

1. Inclement Weather. Drivers will be paid for inclement weather days (or other "Act of God" days), when school is cancelled up to the maximum number of hours/days allowed under current school law. The pay shall be based upon a maximum of an eight (8) hour day, with the rate equal to the regular driver wage per hour. The driver, however, must be available for work to be eligible for such pay. Drivers will be expected to work on any scheduled make-up days when they are scheduled.
2. Waiting Time: Downtime associated with fog, storms, and breakdowns shall be according to the proportionate amount of the driver's regular hourly wage.

D. Bereavement: Without loss of pay, a regular driver shall be granted time necessary, not to exceed three (3) days, for a death in the immediate family. Immediate family shall be defined as spouse, children, father or mother of either spouse, sibling of either spouse, grandmother or grandfather of either spouse, grandchildren, and/or any other person acceptable as an exemption on the driver's income tax or any person who makes his/her home with the driver and, in the judgment of the Site Supervisor of Transportation, is totally dependent on the driver as a member of the household. Use of bereavement days does not impact unused days incentive.

E. Hospitalization Insurance or Annuity Contract/Term Life Insurance: The benefits herein described shall apply to regular drivers only who work more than 20 hours per week.

1. Hospitalization: The Board will provide single subscriber hospitalization same as teachers contract with premium cost shared of twenty (20%) percent of hospitalization with deductible costs paid by the employee). Insurance will be provided to the driver only as a single subscriber.

Mandated additional benefits will be paid for by the employee to the maximum allowable by law.

Regular drivers who forego hospitalization insurance may elect to replace coverage

available through the New Haven Community Schools at a rate not to exceed 48% of the single subscriber insurance premium. Premium co-pays will be deducted per Section 125 of the IRS rules.

The Board will provide each regular driver Group Term Life Insurance by a company of the Board's choice. The policy limit to be paid to the designated beneficiary shall be thirty thousand dollars, (\$30,000). This shall take effect with the 1998-99 school year.

- F. Health. Beginning with the 2011-12 school year (January through December), the Board will provide an annual \$370 Health Reimbursement Account.
- G. Workers' Compensation: All regular and substitute drivers shall be covered by Workers' Compensation at District expense. In the event of an on-the-job injury of a regular driver in which he/she is entitled to benefits under the Act, the balance of his/her average weekly earnings not covered by the Act shall come from earned sick leave. This portion of sick leave shall then be deducted from his/her accumulated days of such.
- H. Retirement: As long as mandated by State statute the District agrees to maintain coverage of employees under the Michigan Public School Employees' Retirement Fund.
- I. Jury Duty: A regular driver called for jury duty during scheduled work hours shall be paid the normal hourly rate for a regular driver up to a maximum of eight (8) hours per day for the days served. All monies earned as a juror, less reimbursement for mileage, shall be turned over to the District. Use of jury duty days does not impact unused days incentive.
- J. Mileage Reimbursement: Regular drivers who use their own vehicles for job-related assignments approved by the Director shall be reimbursed for miles driven at the Internal Revenue Service rate.

ARTICLE 7, FIELD TRIPS:

All drivers shall be eligible for athletic and/or non-athletic field trips. A regular driver's first responsibility is to his/her daily run; therefore, any driver may be assigned to athletic and non-athletic field trips which would interfere with a Regular Drivers ability to drive and complete his/her daily route. Decisions related to the ability of the Regular Driver to complete his/her daily routes will be made by the Director based upon the time of the daily route and the departure time of the trip.

- A. Roster: Beginning each school year the director shall establish a master eligibility roster with Regular Drivers names listed by seniority. All trips shall be assigned based on this roster with assignments made on a rotation basis within the list. Administration will post trips occurring in the next two (2) weeks immediately after they are scheduled. Drivers must notify administration forty-eight (48) hours before the scheduled departure of the trip if they decline the field trip. If the notification is less than forty-eight (48) hours notice, the

driver will be skipped on the next rotation. Trips scheduled with less than forty-eight (48) hours notice will not be subject to the provision.

1. Driver Eligibility: All drivers on the eligibility roster shall be eligible for athletic or non-athletic field trips. When a regular driver is to be assigned to the trip and acceptance of the assignment would interfere with the regular drivers ability to drive his/her regular run, a substitute driver can be assigned to the athletic or non-athletic field trip run. The regular driver shall then be considered for the next trip available.
 2. Driver Availability: In the event no driver is available for a field trip or an athletic run, the director is empowered to assign the next most senior driver on the roster.
 3. Drivers who do not decline posted trips within forty-eight (48) hours will lose their next turn on the rotation.
- B. Wages: Clock time for field trips shall begin with the director's departure time and shall end when the bus has returned, been refueled, and cleaned to the director's specifications.
1. Overnights: On overnight trips the driver will be paid actual driving time only, a forty dollar (\$40) flat rate for waiting time, lodging, and a seven dollar (\$7.00) per meal allowance. Meals and lodging to be reimbursed upon receipts.
 2. Meal Allowance, Other: Driver meals on other trips may also be reimbursed up to five dollars (\$5.00) per meal for either breakfast or lunch and seven dollars (\$7.00) for dinner, if, in the judgment of the Director, such is necessary.
 3. Field Trip/Athletic Trip Pay:
 - a. Pay is to be added to the driver's regular check.
 - b. In the event that a field trip is cancelled, with the exception of inclement weather causes, with less than a twenty-four (24) hour notice, the driver shall be entitled to pay for said cancelled trip if his/her regular route has been assigned to a substitute driver.
 - c. For athletic trips drivers shall be paid two (2) hours show up time for cancelled trips with less than twenty-four (24) hours notice.
 - d. For weekend athletic trips, in the event that the trip is cancelled, with the exception of inclement weather causes, drivers shall be paid for four (4) hours show up time for trips that are cancelled with less than twenty-four (24) hours notice.

ARTICLE 8, VACATIONS AND VACATION PAY:

- A. Determining: Vacation pay shall be earned at the rate of one (1) day per year of service to

the District up to a maximum of fifteen (15) days. Eligibility begins when the driver successfully completes his/her probationary period.

- B. Eligibility: The driver must work the complete school year, August/September through June, to be eligible to receive vacation pay. It is agreed that drivers will not use vacation days during normally scheduled school days. Use of vacation days must be reported on time sheets in the regular payroll period in which the days are to be used.
- C. Rate: The rate shall be based upon an eight (8) hour day with the daily rate equal to regular driver wage per hour. Unused vacation days will be paid in June after the end of the school year.

ARTICLE 9, VACANCIES:

- A. Posting: When a regular, special education, or shuttle run becomes available, it will be posted in the garage by the Director at least one (1) week prior to permanent assignment:
 - 1. Interested drivers shall apply to the Director in writing.
 - 2. Up to the time of permanent assignment the Director may assign such runs on a temporary basis.
- B. Selection: Such run(s) will be assigned to the most senior driver applying during the posting period.

ARTICLE 10, AGREEMENT APPLICATION TO STATE AND/OR FEDERAL PROGRAMS:

- A. Summer Programs: This Agreement does not cover summer programs funded through state and/or federal monies.
- B. Other Programs: This Agreement does not cover any other programs sponsored by the Federal or State Government with the exception of special education.
- C. Postings: When programs are initiated using District buses the Director shall prepare a proposal for driver selection and wages and furnish the Association and the Superintendent a copy. No position shall be filled, except on a temporary basis, until the Superintendent and President of the Association have met to discuss the proposal.

ARTICLE 11, DRIVER RESPONSIBILITY:

- A. Bus: The driver shall be responsible for pre-trip checks of the bus driven or assigned to

drive, fueling of the assigned vehicle, and the overall cleanliness of the vehicle (sweeping and washing) on a daily basis within the regular hours assigned to the driver. No vehicle will be parked at the end of a run with less than one-half (1/2) of a tank of fuel.

- B. Safe Operation: Exceeding the established speed laws while driving a District vehicle will be grounds for disciplinary action including immediate discharge.
- C. Children:
1. No bus driver is to bring his/her own children on a run unless the youngsters live on the run.
 2. No children under school age shall be allowed to accompany the driver on any of his/her runs.
- D. Tardiness: A driver who is tardy three (3) times shall be suspended for three (3) days without pay. A driver tardy four (4) times will receive five (5) days suspension without pay. A driver tardy more than four (4) times shall face discharge. Records of tardiness shall drop off of the driver's record on the date of the incidence after three years from that date.
- E. Resignation/Terminations: A driver must submit a letter of resignation when he/she wishes to terminate, or is asked to terminate, his/her employment. A driver who fails to do so is automatically suspended from the terms and conditions of this Agreement losing all seniority and other benefits accrued and/or contained herein.

ARTICLE 12, SICK LEAVE AND PERSONAL BUSINESS LEAVE:

All sick leave, personal business leave, and maternity leave will be paid based upon a maximum of an eight (8) hour day (based upon the driver's assignment) with the rate of pay being equal to the regular driver wage per hour.

- A. Sick Leave: These days are intended to be used for the illness of the individual driver.
1. Earning: Sick days shall be earned at the rate of one (1) day per month to a maximum accumulation of ten (10) days per year.
 2. Accumulation: A driver may accumulate up to seventy (70) days of sick leave.
 3. Days in Excess: Any sick days accumulated over seventy (70) shall be paid to the driver at the end of June at the rate of one-half (1/2) the excess accumulation.
 4. Doctor Verification: The Director of Transportation and/or the Superintendent of Schools may ask, at any time, for a doctor's statement to verify illness. Failure to provide such verification may lead to the individual's dismissal

B. Personal Business Days:

1. Pressing Business: Regular drivers will be granted two (2) days per year for business that cannot be transacted at other than normal driving times. It is understood that personal days shall not be used for recreational activities.
2. Written Notice/Timelines: The Director, subject to Superintendent review, may grant approval to drivers submitting their requests, in writing, on District forms designated for this purpose at least three (3) days in advance except in cases of emergency.
3. Use Prior to Scheduled Recess/Vacation Period: Unless approved in advance, due to extenuating circumstances, such days may not be taken immediately before or following a scheduled break.
4. Personal Business Days must be used within the year that they are earned. They do not accumulate, nor do they transfer from one year to the next.

- C. Unused Days Incentive: Regular drivers shall receive the following incentive for perfect attendance. Allowance will be made according to the following chart for one or two days of absence. Sick, personal business, maternity days, or days taken without pay (i.e. dock days), or hours taken without pay (i.e. for any reason within the work day) shall be accumulated (to an 8-hour work day) will be counted against this incentive. Such incentive shall be paid in June following the end of the school year.

Zero days (0)	\$700.00
One-half day off (.5)	\$550.00
One day off (1.0)	\$400.00
One and one-half day off (1.5)	\$300.00
Two days off (2.0)	\$200.00
Two and one-half days off (2.5)	\$100.00

- D. Right of Refusal, Pre-Arranged Absences: Management may refuse the use of a pre-arranged absence, personal day, or "dock" day. Any request for use of a pre-arranged absence, personal day or "dock" day must be submitted two (2) weeks in advance of the date. Management will respond to the request within one (1) week of the request. If in the judgment of the Director, subject to review by the Superintendent, there is no substitute driver available for a regular driver who has submitted a request for a pre-arranged absence, personal business day, or "dock" day, the employee may be denied the use of this leave day.

Failure of an employee to report to work on a day which has been denied to them will result in a letter of reprimand being placed in the employee's personnel file and a penalty of three days suspension without pay on predetermined days specified by the Coordinator.

- E. Whenever five (5) or more consecutive compensable leave days are used, these days will be accrued against leave granted through the Family Medical Leave Act (FMLA) for those employees who qualify for leave under this federal law.

ARTICLE 13, LEAVES OF ABSENCE:

A written request for a leave of absence must be submitted to the Board at least thirty (30) days in advance of the desired beginning date. The request will include both a proposed beginning and ending date. The granting of such a leave is up to the discretion of the Board.

- A. Seniority: While on leave of absence the driver's seniority and sick leave is frozen.
- B. Schooling: While on leave the driver must attend required bus schooling unless a medical exemption, acceptable to the State of Michigan, is provided.
- C. Termination of Rights: If a driver fails to return to work or apply for an extension of his/her leave, he/she will lose all accumulated seniority, be deemed to have resigned, and his/her run(s) will be posted for filling.
- D. Early Return from Leave: If a driver wishes to return before his/her designated leave ends, he/she will be eligible for open runs only or those being filled by a probationary driver until the leave time is terminated.

A driver filling in for a driver on leave will be scheduled to return to his/her regular run(s) at the end of the leave.

- E. Whenever five (5) or more consecutive non-compensable leave days are used, these days will be accrued against leave granted through the Family Medical Leave Act (FMLA) for those employees who qualify for leave under this federal law.

ARTICLE 14, SENIORITY:

Only drivers who are categorized as Regular Drivers can accumulate seniority. Seniority begins to accumulate when the driver completes his/her probationary period and is assigned a regular daily run. Seniority only accumulates while the driver is actually earning a paycheck from the District.

- A. Leaves: Individuals on a leave of absence do not accumulate seniority credit while on leave.
- B. Frozen: Accrued seniority is frozen for the duration of the leave.

ARTICLE 15, BIDDING ON RUNS:

Annually, all available runs will be posted by the Director prior to the start of the school year. Regular drivers may bid on available runs according to the following:

- A. Four Runs, First Priority: Drivers bidding on four (4) runs have first choice of runs (four being high school pickup and take home and elementary pickup and take home). Bidding shall be by seniority until all runs are filled.
- B. Remaining Runs: Drivers wishing to bid on two (2) runs only will do so after the four (4) run positions have been filled. Bidding will also be by seniority.
- C. Duration of Bid: Once runs are assigned the assignments will remain in effect for the entire year subject only to adjustments necessitated by changes in student enrollment or schedule of classes unless the bid is for run(s) of a driver on leave. Then the assignment is for the time in the posting notice.
- D. Posting and Bidding: All runs must be posted and the bidding completed on the Friday prior to the start of the school year.
- E. Drivers on any leave that will not be able to drive within two weeks of bids will not be able to bid. When they return they will take any available runs; if none are available they will receive the run of the lowest seniority driver.

ARTICLE 16, RETIREMENT:

An Association member, who wishes to retire, will provide the Superintendent of Schools with a letter of retirement at least four (4) weeks before the intended date of retirement. An Association member who meets this timeline will be eligible for a payment of Twenty Five Dollars (\$25.00) for every accumulated sick leave day to a maximum of seventy (70) days upon receipt of confirmation of their retirement from the Michigan Public School Employees Retirement Service (MIPSERS).

If, due to some change in circumstances, the driver may wish to withdraw a letter of retirement, the decision of whether or not to accept the withdrawal of the letter rests solely with the Board of Education.

ARTICLE 17, DRIVER PHYSICALS, UNIFORMS & DRIVER LICENSES:

- A. Physicals
 - 1. Annual: Each driver must pass a physical exam every two (2) years except as

required by law.

2. Payment:

- a. Board: The Board will pay for physicals as required by law at a time, place, date, and with a physician designated by the Director of Transportation. A driver who misses his/her physical will not be eligible to drive for the district until a physical is completed with the Board appointed physician.

B. License: After one (1) year of employment, the District will reimburse regular drivers for the cost of his/her state required license.

C. Uniforms:

1. The District will supply regular drivers with one (1) summer and one (1) winter windbreaker and a school district insignia for each.
2. Uniforms are to be replaced as needed. The Director of Transportation shall determine need. Used jackets in wearable condition will be passed on to new drivers and substitutes. The insignia patch is to be taken off discarded jackets and destroyed.
3. Drivers are responsible for cleaning and maintaining their jackets.
4. A driver who leaves the district's employ will turn in his/her jacket.

ARTICLE 18, GRIEVANCE COMMITTEE ORGANIZATION & GRIEVANCE PROCESS:

A. Committee Organization: The Association's committee will be composed of two (2) elected members of the New Haven Student Transportation Association.

B. Grievance Meetings: If there are grievances to be discussed by a driver, he/she will contract the Association's Grievance Committee. The Committee must arrange a meeting with the driver and Director of Transportation within forty-eight (48) hours of being contacted. A member of the Grievance Committee must be present at all meetings.

C. Grievance Procedure:

1. Definition of a Grievance: A grievance is an alleged violation of the terms and conditions of this Agreement and/or their application.
2. Time Period Following Alleged Grievance: If the driver or the Association does not process the grievance within three (3) school days of the date it was alleged to have occurred or the driver and/or the Association could reasonably have been expected

to be knowledgeable of it occurring, the grievance shall be considered waived.

3. Grievance Steps:

- a. Level One: Within three (3) working days of the date of the alleged grievance the driver or the Association shall arrange a meeting with the Director of Transportation to discuss the grievance.

The Director shall have three (3) days from the date of the meeting to make a decision and forward a written copy of it to the Association and the Superintendent or his/her designee.

- b. Level Two: Within three (3) working days from receipt of the Director's written decision the driver or the Association may make a written appeal of said decision to the Superintendent of Schools or his/her designee. The appeal shall specify:

- (1) The sections and articles of the Agreement alleged to have been violated.
- (2) The remedy being sought.
- (3) The reason for the appeal including the specific dissatisfaction with the Director's decision.

Within three (3) working days of receipt of the appeal the Superintendent shall arrange a meeting to discuss the matter. Within three (3) days following the meeting the Superintendent will issue, in writing, his/her decision with copies to the grievant, the Association and the Board.

- c. Level Three: Within five (5) days of receipt of the Superintendent's decision the Association may appeal same to the Secretary of the Board. The appeal shall be in writing and specify the reason(s) for the appeal.

Within fifteen (15) days of receipt of the Association's appeal the Secretary of the Board shall arrange for a meeting between the Association and the Board's Grievance Committee.

- (1) The Committee will make a recommendation to the Board at its next regularly scheduled meeting following the meeting between it and the Association.
- (2) The Secretary will inform the Association, in writing, of the Board's disposition of the grievance within ten (10) days of the date the Board rendered its decision.

(3) The Board's decision shall be final and binding on all parties.

ARTICLE 19, NEGOTIATIONS:

- A. Association Team: The Association's team shall be composed of two (2) elected members of the Association and its Secretary.
- B. Successor Agreements: The above described team shall meet with the Superintendent and/or his designee to negotiate new contracts and/or the addition or revision of existing Articles at a mutually agreed time and place.

ARTICLE 20, DURATION OF AGREEMENT:

This Agreement shall be in effect for three (3) years, 2011-2012, 2012-13, 2013-14.

In the event the Association wishes to negotiate a successor Agreement, it shall provide the District with written notice of its desire ninety (90) days prior to June 30, 2014.

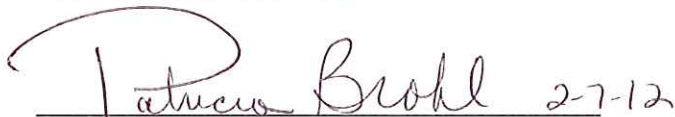
FOR THE BOARD:


Kenneth B. Thompson, II President


Regina Patton, Secretary


Keith Wunderlich, Superintendent

FOR THE ASSOCIATION:


Patricia Brohl Date 2-7-12


Gail Lord Date 2-7-2012


Doris Schmidt Date 2-7-12

Recognizing that the district is facing continuing financial challenges because of State School Aid cuts, the parties agree that if an emergency financial manager is appointed by the Michigan Department of Education for the district during the term of this contract, that they will meet to review what, if any, mutually agreeable changes in the wages, hours, terms, and conditions of employment that are provided for herein are appropriate and necessary.

If the district is no longer in a deficit the contract will be open for negotiations for benefits and salary.

ADDENDUM TO BUS DRIVER AGREEMENT

Position: Bus Aide

- I. Description: Personnel covered under this Addendum to Board Policy regarding bus driver personnel are individuals hired to assist with children on the bus. This expressly excludes driver personnel and/or general aides who may assist loading or unloading at a particular site.

- II. Wages
 - A. Regular Aides: Individuals hired on a regular basis, excluding driver personnel who take on such as an extra assignment, will be paid according to their experience on the Teacher Aide schedule.
 - B. Substitute, Non-Driver, Aides: Substitute aides shall be paid at the beginning rate as per steps on the Teacher Aide schedule.
 - C. Driver Personnel Working as Substitutes: Drivers filling in for an aide or who take on an aide position as an extra assignment shall be paid on the Teacher Aide schedule commensurate with their years of experience as a bus aide.
 - D. Driver personnel who substitute for a bus aide on an emergency basis (i.e.) in the event of the sickness of the aide, but not on a daily basis), will be paid at their regular driver rate for the hours acting as an aide. It is understood that performing this task may not interfere with the drivers ability to drive and complete his/her regular daily routes.

- III. Benefit Eligibility:
 - A. Eligibility: Only individuals hired as aides may be eligible for fringe benefits including sick leave, etc. To be eligible for such the individual must be employed a minimum of twenty (20) hours per week as a bus aide. A general aide who also might work as a bus aide would be allowed to combine the hours of both for eligibility purposes.
 - B. Policy/Contract Governing: The policy governing fringe benefits would be that of "Teacher Aide".
 - C. Driver Exclusions: Since drivers are covered under their own Agreement, the only portion of the Teacher Aide Agreement that is applicable to them is the salary schedule when they are taking on an extra assignment as a bus aide or a substitute for a bus aide and that shall be as defined under Roman Numeral II, Section C, Driver Personnel Working as Substitutes.