

**Master Agreement**

**between**

**Huron Valley Schools**

**and the**

**HVSSP/TEAMSTERS**

**Huron Valley Support Service Professionals**

**September 12, 2011 – June, 30, 2015**

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## **INTENT**

The parties agree that providing high quality education and support services for the students of Huron Valley Schools is the fundamental aim of this school district. In order to achieve this objective, the Board, Administrative Staff, and the HVSSP members, recognize the need to promote a productive and cooperative relationship.

## **ARTICLE 1 RECOGNITION**

- A. The Board recognizes the HVSSP TEAMSTERS #214 as the exclusive bargaining representative as defined in Section II of Act 336, Public Acts of 1947, as amended, for the following unit:
  
- B. The members of the bargaining unit include, but are not limited to: Food Service employees: cooks, head cooks; Transportation employees: Bus attendants, bus drivers, bus washer/fueler, dispatcher, alternate dispatcher, permanent relief drivers, vehicle technicians, lead technicians, and vehicle technician helper. Supervisors of food service and transportation and any other supervisor(s) are excluded, as defined by Act 336, Public Acts of 1965.
  
- C. The term "employee" shall refer to the employees included in this unit for bargaining as set forth by this Agreement. The term "Union" shall refer to the HVSSP/ TEAMSTERS #214. The term "Board" or "employer" shall refer to the Board of Education. The Superintendent and other Administrative and supervisory personnel are considered agents of the Board within the meaning of Act 379.

## **ARTICLE 2 DEDUCTION OF DUES, AGENCY SHOP FEES**

- A. Service Fees  
Each bargaining unit member shall, as a condition of employment:

On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union, or

Pay a Service Fee to the Union, pursuant to the Union's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedure adopted pursuant to that policy. 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.

#### B. Objections Policy

Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

#### C. Dues Deductions

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. The District will deduct from their pay the monthly Union dues and initiation fees as designated by the Secretary-Treasurer of the Union and shall promptly remit any and all amounts so deducted to the finance officer of the Local Union. Payroll deduction of dues/fees for the year shall be made in ten (10) equal amounts (as nearly as possible) starting with the first pay in September and continuing once each month thereafter through ten (10) paydays, provided said authorization has been received at least five (5) workdays prior to the pay period ending date. Deductions for employees employed after the first pay shall be prorated for complete payment by the following June.

D. Payroll Deduction

Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for medical, health, and optional benefit programs not fully Employer-paid, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Union and the Employer.

**ARTICLE 3  
UNION AND EMPLOYEE RIGHTS**

- A. The Union and its representatives shall have the use of school facilities according to the written policies of the Board of Education, which govern other community citizens' groups. The cost of hourly personnel required, materials, equipment use, additional maintenance and other expenses related to such use shall be charged to the Union at school district cost. The school buildings, facilities, and equipment shall not be used by an employee for his/her private use without obtaining approval from the Superintendent/designee.
- B. Listed Union Representatives and officers of the Union shall be permitted to transact official Union business on school property with members of the Union, provided that this shall not interrupt normal school operation, or interfere with the discharge of individual duties. The Union shall provide a list of Union Representatives and Union officers to the Board within ten (10) working days of an election and/or change of representatives or officers.
- C. The Union shall have the privilege to use school business machines, school mail systems and audio-visual equipment for Union business, when such equipment isn't otherwise in use, after prior approval has been obtained from the supervisor of the equipment. The Union will pay for the cost of all materials and supplies incidental to such use based on school district cost. It is understood that use of district equipment will not interfere with student services.
- D. The Union shall have the right to post notices of its activities and matters of Union concern on designated bulletin boards, at least one of which shall be provided in each school

building and transportation lounges. The Union may use mailboxes for communication to members. No member shall be prevented from wearing insignia, pins or other identification of membership in the Union.

- E. The Board agrees to furnish, in a timely manner, to the Union in response to written requests, from time to time, all readily available information concerning the financial resources of the district, and such other readily available information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the members.
- F. The duties and responsibilities of any member will not be significantly altered or increased without every effort being made to give the member an opportunity to discuss this change of duties and responsibilities with the Administration. The member may choose to be accompanied by an Union Representative during any such discussions.
- G. The Union shall, to the extent of its ability, assist individual members in honoring Board policies and administrative regulations.

## **ARTICLE 4 MANAGEMENT RIGHTS**

### A. Board Retention of Rights

Subject to the provisions of this Agreement, the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves upon itself, 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 not limited to the following, the right to:

- B. Executive management and administrative control of the school system and its properties and facilities, and the school activities of its employees;
- C. Hire all employees and, subject to the provisions of law, determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; and promote

and transfer all such employees;

- D. Establish transportation and food service programs and services as deemed necessary or advisable by the Board.
- E. Review and approve all the means and methods for providing food and transportation services, the selection of materials.
- F. Determine duties, responsibilities and assignment of employees with respect to work schedules and working hours.
- G. Exercise of Board Rights

The exercise of the foregoing powers, the adoption of policies and the use of judgment by the Board shall be limited only by the terms of this Agreement, the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

## **ARTICLE 5 SPECIAL CONFERENCES**

- A. There shall be established under this Article a closed forum, hereinafter called "special conferences", for the purpose of improving Employer-Employee relationships. It is understood by the parties, however, that the special conferences are not to be construed or utilized as a grievance or "gripe" session. It is not to be considered as negotiations.
- B. Special conferences will be arranged between the Union and the Employer or its designated representatives by mutual consent of the parties. Such conferences shall normally be between three representatives of the Employer and an equal number for the Union. Arrangements for the conference shall be made in advance; and a written agenda of the matters to be taken up shall be presented at the time the conference is requested. The names of the persons to be present shall be submitted prior to the conference. Matters taken up at special conferences shall be confined to those included in the agenda. If the special conference takes place during an employee's working hours, he/she shall not lose time or pay for reasonable time spent in such special conference.



- C. The Union representatives may meet at a place designated by the Employer on the Employers premises for at least one-half hour (but not to exceed one hour) immediately preceding the special conference.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

- A. The primary purpose of the grievance procedure is to provide an amicable means of resolving conflicts, which may arise during the term of this Agreement without interruption of the school program. Further, it is the purpose of this procedure to secure at the lowest level possible equitable solutions to the concerns of the parties and to assure that a concern is processed and considered fairly, with all due speed, and without prejudice or reprisal.
- B. The Board and the Union agree that grievance proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Further, it is agreed that the use of the grievance procedure shall not be cited as a factor in the evaluation of an individual's character or performance.
- C. A "Grievance" is a claim based upon an employee's, a group of employees, or the Union's belief that there has been a violation, misinterpretation or misapplication of Articles 1 through 32 and the appendixes of this Agreement.

The grievance procedure shall not apply to any matter, which is prescribed by law, or state regulations over which the Board is without power to act. In addition, the Board shall not be liable when a problem arises from specific provisions of any insurance carrier's policies; however, the Board will exert every effort to assist in resolving such problems. An "aggrieved person" is the person or persons making the claim. An aggrieved employee may file a grievance. A grievance may also be filed by the Union whenever the grievance applies to more than one building or a group of employees.

- D. During each level where a grievance is reduced to writing, the written statement shall clearly specify:

1. The specific section of the Master Agreement allegedly violated.
2. When this alleged violation occurred.
3. In what way there has been a violation, misinterpretation, or misapplication of this Agreement.
4. The results of the previous level in the grievance procedure and why such results were unsatisfactory.
5. The name or names of the aggrieved person or persons, the manner in which they have been injured, and the proposed remedy or remedies for resolution of the grievance.

However, failure to include items one (1) through four (4) above shall not be cause for denying the grievance or contesting its arbitrability. Reasons and/or missing information needed shall be communicated in writing by the Supervisor to the Union within five (5) working days of receipt of the grievance. The Union shall have five (5) working days after receiving the aforementioned request to furnish the missing information to the Supervisor. The parties shall return to the herein outlined procedures thereafter.

E. An aggrieved person or the Union believing that they have a grievance as defined in Section C. may file the grievance as follows:

With the understanding that no grievance shall be processed unless it is presented within twenty (20) working days of its occurrence.

### **Level 1**

The aggrieved person shall first discuss the matter with the immediate supervisor with the objective of resolving the matter informally. A representative of the Union may be present. The aggrieved person shall clearly state that he/she is instituting Level 1 of the grievance procedure.

## **Level 2**

In the event the matter is not resolved informally, the grievance may be reduced to writing and presented to the immediate supervisor within ten (10) working days. Fourteen (14) calendar days shall be substituted for ten (10) working days during the summer vacation period. The supervisor shall, within ten (10) working days, meet with the aggrieved person in an attempt to resolve the matter. Within ten (10) working days after such meeting the immediate supervisor or other designated representative of the Board shall render a written decision detailing the disposition of the grievance. A representative of the Union may be present at any meetings held at Level 2.

## **Level 3**

If the grievance is still unresolved, it can be appealed to the Superintendent or designee within ten (10) working days. The Superintendent or designee shall within ten (10) working days after receipt of the written grievance meet with the aggrieved person in an attempt to resolve the matter. A representative of the Union may be present at this meeting. Within ten (10) working days following the meeting, the Superintendent or designee shall answer the grievance in writing and shall forward said answer to the Union.

## **Level 4**

If the Union is not satisfied with the disposition of the grievance by the Superintendent or the Superintendent's designee the grievance may be submitted to arbitration before an impartial arbitrator.

Within ten (10) school days after the date of a written notice of submission of a grievance to arbitration, representatives of the Board or the Union shall file a request with the American Arbitration Union for a list of qualified arbitrators. The arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Union. The Board and the Union shall be permitted to present only issues, concerns and evidence previously disclosed to the other party as admissible evidence at a hearing before an arbitrator. It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below after due investigation, to make a decision in cases of alleged violation, misinterpretation or misapplication of the Master Agreement between the Board and the Union.

1. The arbitrator shall not have the right or power to add to, subtract from or otherwise alter the terms of this contracted Master Agreement.
  2. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any compensation that he/she may have received from any sources during the period of back pay.
  3. Any grievance occurring during this agreement period shall be processed according to this Master Agreement.
  4. Additionally, both the Board and the Union agree to:
    - a. Be bound by the award of the Arbitrator and agree that judgment thereon can be entered into any court of competent jurisdiction.
    - b. Share the fees and expenses of the Arbitrator equally. Employees called by the Union as witnesses will be granted leave with pay for the time required. The Union may be billed for the cost of a substitute, if such substitute is necessary. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of a witness called by the other.
- F. It is understood that the steps set forth in Section D. relating to the specific procedure for processing grievances and the time limits set forth in Section E., Levels 1 through 4, shall be strictly adhered to. The time limits set forth above in Levels 1 through 4 may be extended as may be mutually agreed to by the parties. Failure to comply with the aforementioned provisions of this grievance procedure at any Level shall be considered substantive and shall mean default by the party failing to conform unless by previous mutual consent of the parties. Such instances shall not set precedent and shall not cost the employee or the employer more than \$500. Defaults of a grievance valued at more than \$500 may be moved to the next level of the Grievance Procedure.
- G. Any grievance initially presented at the wrong Level of the grievance procedure will be referred back to the appropriate Level without faulting the grievance.

- H. For administrative convenience, the Board may cause complaints, which may be the subject of a grievance in Level 1 of Section E., to first be presented to a central office administrator or designee for informal grievances handled under the grievance procedure herein established.
- I. An employee engaged during the school day on behalf of the Union for any of the grievance procedures detailed in this Article shall be released, upon approval of the immediate supervisor, from regular duties without loss of salary and without charge against any leave allowance.
- J. If the Board and/or its representatives believe there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement, they may file a grievance with the Union. Such grievance shall be in writing and shall set forth the issue involved. Any item introduced into the grievance procedure shall be resolved within the confines of this Article. Representatives of the parties shall meet within fifteen (15) working days after receipt of such grievance and work toward the resolution of the issue.
- K. The records of grievances must be kept separate from the personnel file.
- L. The time limits set forth above may be extended by written mutual consent.
- M. A grievance may be withdrawn at any time without prejudice.
- N. Union representatives may meet at a place designated by the employer on the employer's property for at least one-half hour immediately preceding any meeting provided for in the Grievance Procedure.

## **ARTICLE 7 RESIGNATIONS, DISCIPLINE AND DISCHARGE**

### **A. Resignations**

1. Employees shall be required to give two (2) weeks' written notice of resignation to the Employer.
  - a. Such written notice of resignation shall be furnished to the immediate supervisor of the employee involved.
  - b. A copy of each resignation shall be furnished to the Executive Director of Human Resources by the employee.
  - c. Upon request to the Executive Director of Human Resources, the Union shall be furnished a list of employee resignations. Such lists shall be for the period of time since the last such information was furnished, but not longer than a period of twelve (12) months.
2. Employees may seek to terminate services with the Board upon less than two (2) weeks' notice to the Board.
  - a. Such employee(s) may choose to contact the Union and counsel with a Union representative.
  - b. Employee(s) who terminate services upon less than two (2) weeks' notice to the Employer and after compliance with other applicable sections of this section of the Agreement, shall forfeit any and all benefits due or to become due.

### **B. Discipline and Discharge**

1. The Employer shall not discipline or discharge any employee without just cause, except that the discharge of a probationary employee shall not be subject to the just

cause standard.

- a. The Employer agrees, promptly upon discharge or suspension of an employee, to notify in writing the Union of the discharge or suspension.
  - b. An employee is entitled to Union representation at any employer interview with the employee if the employer reasonably believes the interview may result in discipline. However, if the conversation is of a preliminary or general nature prior to any indication of possible discipline, there is no such right. This section shall not prevent the employer from taking appropriate disciplinary action should it be required by unusual circumstances.
2. Grievances pursuant to this Article shall be initiated at Level 2 of the Grievance Procedure.
  3. The employer agrees that discipline shall be carried out in a timely fashion.
  4. A written reprimand shall include notice that the item is being placed in the employee's personnel file.
  5. Except for offenses which include serious misbehavior or patterned behavior which interferes with an individual's employment or work assignment, the parties adopt the concept of progressive discipline designed to necessitate corrected behavior and agree with the concept that the severity of the infraction should determine the degree of discipline to be imposed.

The following steps shall constitute the progressive discipline plan:

- Verbal warning
- Written reprimand
- Short-term suspension without pay (5 working days or less)
- Long-term suspension without pay (more than 5 working days)
- Termination of employment

## **ARTICLE 8 SENIORITY**

### Section I - Probationary Period

- A. The probationary period for all employees covered by this Agreement shall be ninety (90) calendar days. However, the ninety (90) day probationary period may be extended for the period of time an employee was absent during the probationary period. It is further understood the probationary period begins when the employee begins the first day of permanent employment. Time spent as a substitute or temporary employee shall not constitute any part of the probationary period.
  
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and all other terms and conditions of employment as set forth in this Agreement, except that the Employer will have the right to discharge, for other than for Union activities, a probationary employee without a grievance filed or processed.

### Section II - Seniority

- A. Definition:
  - 1. Bargaining Unit Seniority – begins on the first day of continuous employment as a bargaining unit member.
  - 2. Departmental Area Seniority (Transportation Only) – begins on the first day of continuous employment within a department/classification.
  
- B. When more than one employee is hired on the same day, seniority will be determined by blind draw. The Union and/or effected employee(s) shall have the opportunity to be present for the blind draw. In the event that a bargaining unit employee and a new hire are hired into a department on the same day, the Bargaining Unit employee shall be placed ahead of the new hire on the seniority list.
  
- C. In the event of layoff the employee shall continue to accrue seniority during that period.



- D. Effective July 1, 2006, bargaining unit employees may not work in food service and the transportation department concurrently even in a substitute position unless previously grandfathered prior to July 1, 2006. It is acknowledged that employees who worked in both departments and/or dual classifications prior to July 1, 2006, within the bargaining unit, accumulated department seniority concurrently.
- E. Transportation Department Only: Employees working in the Transportation Department shall accumulate and exercise "classification seniority" for the purposes of bidding and or layoff/recall. If an employee takes a position in another department, then the employee's seniority in the new department will commence on the first day worked. The employee's seniority in his/her original department shall be frozen at the time of change.
- F. In the event that an employee returns to a department where his/her seniority has been frozen, the employee's department seniority shall be "unfrozen" and the seniority date adjusted to exclude the period of time that seniority was frozen, provided that, within twenty (20) workdays of return to the department, the employee requests that the Human Resources Department make such adjustment. In the absence of the request, the seniority date will be the date of his/her return to the department.
- G. Seniority shall not be affected by race, color, creed, national origin, sex, marital status, or dependents of the employee.
- H. The Employer will keep the seniority list up to date and provide updated copies twice each year. The employer will make available to the Union a list of changes upon request.
- I. The process for a Transportation Department employee to exercise his/her seniority rights within a classification and/or within multiple classification is:
1. Employees shall be allowed to maintain and exercise seniority in multiple classifications. However, seniority within the employee's predominate classification (classification they work the most hours) shall not be applied to seniority for layoff or bidding purposes in any other classification in which they work. In other words, seniority is earned for all time worked only in that classification as it relates to layoff

and bidding.

2. The Classifications within the Food Service Department shall be:  
Cooks, and Head Cooks
3. The Classifications within the Transportation Department shall be:  
Bus Attendants, Bus Drivers, Bus Washer/Fuelers, Dispatchers, Alternate Dispatchers, Permanent Relief Drivers, Lead Technicians, Vehicle Technicians, and Vehicle Technician Helpers
4. Extra work and overtime shall be awarded in accordance with guidelines that have been mutually agreed upon by both parties.
5. Open positions shall first be awarded to an employee that holds a position within a classification, then to an employee from another classification within the same Department.
6. When an employee bids on an open position outside of his/her current classification the employee shall not exercise his/her seniority in the new classification until employees within that classification have had the opportunity to bid on the open position. Once this process has been followed, and the member is awarded a position within the new classification, they are considered in that classification and may exercise his/her seniority within the new classification.
7. Loss of classification status occurs for an active employee when an employee no longer holds a position within the classification. An employee on lay-off shall maintain his/her classification status during lay-off.
8. Department seniority, exercised within a classification shall be used to determine the successful bid on a posting/package.
9. The date of "Summer Bid Day" shall be used to determine the status of which classification or classifications an employee for the purposes of placing a bid on a posted position, selecting summer work, and selecting packages for the "Traditional Bid Day". (Work performed during the summer shall have no effect on an employee's classification status for "Traditional Bid Day")

- J. As of July 1, 2011, Food Service will no longer have "bid day" unless management and the union determine a bid day is necessary. Open positions will be filled through postings per contract.

### Section III - Seniority of Union Officers and Representatives

Notwithstanding their position on the seniority list the Chief Steward and Union Stewards in each department shall have "super-seniority" in the event of a lay-off of any type and be continued at work as long as there is a job in their department for which they are qualified and able to perform and shall be recalled to work in the event of a lay-off on the first open job in their unit which they are capable of performing.

### Section IV - Loss of Seniority

An employee shall lose seniority for the following reasons only:

1. The employee quits.
2. The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
3. The employee is absent for three (3) consecutive working days without notifying the employer, unless completely unable to notify the Employer. The employee does not return from sick leave or from a leave of absence within three (3) days after expiration of such, unless completely unable to notify the Employer and return to work. After such absence, the Employer will send written notification to the employee's last known address that the employee's seniority is lost and employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
4. The employee does not return to work when recalled from lay-off as set forth in the recall procedure.
6. The employee retires.

## **ARTICLE 9 LAYOFF AND RECALL**

### Section I - Layoff defined

- A. The word "Layoff" means a reduction in the working force due to a decrease of work or limitation or reduction in operating funds or other reason determined by the board. The Board shall have the sole responsibility for determining the positions to be reduced and the extent of such reductions subject only to Section F below. However, at least five days (5) prior to the notice of layoffs, the Board shall meet with the Union in a Special Conference to provide the reasons in writing.
  
- B. If it becomes necessary for a layoff, the following procedure will be mandatory. Temporary employees will be laid off first. Next, Probationary employees will be laid off on a department-wide basis. Employees will be laid off according to seniority. Seniority employees laid off shall be able to move into any classification within the department where their seniority will allow provided they are qualified and can perform the job.
  
- C. In the Food Service Department, those being reduced/displaced can only bump someone with the same number of hours or less (as established at the beginning of the current school year).
  
- D. The Board may further reduce the work force by requesting voluntary layoffs from members of the bargaining unit. The Union will be notified when this section of the contract is to be implemented and the request(s) shall include the specific length of time involved in each proposed voluntary layoff. Employees taking voluntary layoffs shall continue to accrue seniority during such layoff.
  
- E. During a period of layoff within a given classification, temporary employees shall not be utilized for other than normal employee absences unless all eligible employees on layoff decline temporary work.

- F. Employees who are to be laid off will have at least eighteen (18) calendar days notice of layoff. The Union President shall receive a list from the Board of such employees being laid off on the same date the notices are issued to the employees.
- G. In the event of a work stoppage implemented by another employee unit, the employees affected may be laid off on an emergency basis without regard to Section E. above. However, if the full work year for the affected employees can still be scheduled, then such temporary layoff shall be considered an emergency work schedule change and shall not constitute a period of unemployment.

### Section II - Recall Procedure

- A. Laid off employees shall be placed on a list for a period of two (2) years and recalled in the order of seniority to vacant or newly created positions within the department in which they were laid off and for which they are qualified and can perform the job. Any such reinstatement shall not impede the opportunity for transfer or promotion as outlined in Article 11 of this Agreement.
- B. The District shall post, on the HVS website, notices of job vacancies which occur while employees are away from their jobs. Employees may also call the Human Resources Department to receive information on current postings.
- C. Notice of recall shall first be attempted by telephone; recall shall then be by written notice and sent to the employee at his or her last known address by registered or certified mail. Within seventy-two (72) hours after receipt of the recall notice, the employee shall notify the Board in writing of his or her intention to return to work and within seven (7) days after receipt of the notice of recall, the employee shall return to work. In proper cases, exceptions may be made.
- D. Employees recalled shall be reinstated with their accumulated sick bank and vacation entitlement in effect at the time of the employee layoff.
- E. An employee may refuse to accept a position in a classification other than the classification

at the time of layoff, and remain on the layoff list. If no employee on layoff accepts the recall, the lowest senior employee in that classification, who is qualified and can perform the job, must accept the recall or be dropped from the recall list. An employee will be removed from the list if they refuse to accept a position in the classification from which the layoff initially occurred.

## **ARTICLE 10 TEMPORARY WORK**

- A. A temporary position within the Bargaining Unit shall be defined as a position based on the needs of the students or District which is limited to a duration of twenty (20) working days. After twenty (20) working days, the temporary position shall be posted as a regular bargaining unit position. This section shall not apply to summer work. The Union shall not unreasonably deny a Board request to extend the twenty (20) day limit.

## **ARTICLE 11 TRANSFERS AND PROMOTIONS**

### Section I - Transfers, Vacancies and Promotions

- A. A transfer is a lateral change within each departmental area (Food Service or Transportation) where there is an opening and there is no increase in wage rate. Transportation bidding is not included in the above definition of a transfer but shall be provided for in Article 30, Transportation Bid Days.

### Transfer Procedure

Transfers to vacant positions within a departmental area shall be awarded to the most senior qualified applicant with consideration of the factors listed below. These factors are all equal in status.

1. Performance evaluations

2. Work history and experience
3. Ability to perform the work available

- B. If the transfer results in the employee assuming a position within a new classification the employee transferred in accordance with this Article will receive a twenty (20) working day trial period to determine his/her ability to perform in the new area or shift. It is understood that the twenty (20) working day trial period is the maximum timeline, while there is no intended minimum time for such trial period. However, the trial period shall be of such duration as to afford the employee a reasonable opportunity to demonstrate his/her competency and ability to perform in the new area or shift. In the event the trial period proves unsatisfactory the employee shall revert back to the same or similar position as was held prior to the transfer. Bargaining unit members in the Transportation Department Only will be limited to one transfer per twelve month period.
- C. Unsatisfactory attendance and/or discipline records may be grounds for not granting an employee a transfer.
- D. The Employer may reassign an employee who is not within the bargaining unit into the bargaining unit, providing there is an open job within the bargaining unit which has been posted and not been filled, providing such employee shall start earning seniority from the date of reassignment into the unit. (Seniority not related to Salary Schedule steps.)
- E. If an employee is transferred to a position not in the bargaining unit and is thereafter transferred back again by either the Employer or by his/her own volition, the employee shall not lose seniority accumulated prior to the promotion/transfer. It is further understood that should a bargaining unit employee be promoted or transferred outside the bargaining unit and thereafter return to the bargaining unit, the time spent in the non-bargaining unit assignment shall not be considered for seniority accrual within the bargaining unit for the purposes of advantages that may be applicable and granted under the Master Agreement.
- F. It is recognized by both parties that un-requested transfers may be necessary. The Employer agrees to avoid unnecessary unrequested transfers. In the event of such a transfer, the employee shall have at least one (1) week notice, when reasonably possible.

Also the Executive Director of Human Resources or a designee along with the Chief Steward or a designee shall meet with the employee to explain the need for the transfer. It shall be up to the Executive Director of Human Resources as to whether the unrequested transfer is necessary.

#### G. Vacancies and Promotions

1. A vacancy is a current or a new position that the employer intends to fill. Whenever a vacancy occurs it shall be posted for five (5) working days. Vacancies shall be posted within five (5) working days of the position vacancy.
2. A promotion is a change to job classification within each representational area (Food Service or Transportation) which results in an increase in wage rate during the regular work day. Promotions are not meant to include the taking on of additional duties within the same job classification or work involving overtime.

#### Awarding of Vacancies and Inter Representational Area Transfers

Vacancies filled by promotion or inter representational transfers (Food Service/Transportation) shall be awarded to the most qualified applicant after consideration of the factors listed below. These factors are all equal in status.

- a. Performance evaluations
- b. Work history and experience
- c. Ability to perform the work available
- d. Previous education/training
- e. Personal interview

When two or more applicants are found to be equally qualified for the vacancy based on the factors defined above, the position will be awarded to the most senior applicant.

- H. No vacancy shall be filled, except on a temporary basis until such vacancy shall have been posted for five (5) working days, internally and District-wide.
- I. Unsatisfactory attendance and/or discipline records may be grounds for not granting a



employee a promotion. A letter of explanation shall be provided to the Employee and/or the Union if requested in writing within five (5) days of the decision by Management. This response will be provided within five (5) days of such request.

- J. The trial period for promotion shall be twenty (20) working days. It is understood that the twenty (20) working day trial period is the maximum time line, while there is no intended minimum time for such trial period. However, the trial period shall be of such duration as to afford the employee a reasonable opportunity to demonstrate competency to perform satisfactorily on the job and for management to assess the quality of the employee's work. During the twenty (20) working day trial period the employee shall have the opportunity to revert back to the former classification and a letter of explanation shall be submitted to the Employer. Likewise, if the employee is unsatisfactory in the new position, the employee will be returned to the former or similar position, and, upon written request, notice and reasons shall be submitted to the employee in writing by the Employer. The matter then may become a proper subject for a Level 2 of the Grievance Procedure. The employee's pay rate shall revert to the classification from which the employee was promoted.
  
- K. Any employee assigned to bargaining unit work above classification shall receive the higher pay for all time worked in such higher job classification. If an employee temporarily works below job classification, the employee shall still receive the regular classification pay.
  
- L. During the trial period, the employee will receive the 90 day probationary rate of the job the employee is performing. After completion of trial period, the employee shall be paid at the rate reflected in the employee's bargaining unit seniority.

Section II – Reduction/ increase in Transportation position hours

- A. An employee with a reduction of one or more hours in their package time may 'bump' into any package, within the department where their seniority will allow and they can perform the job.
  
- B. Packages vacated due to a reduction in hours must be offered for seniority bidding.

- C. In the event that a 'bump' will affect a large number of employees, a date and specified time shall be scheduled for all bumping and seniority bidding.

In this special circumstance, packages vacated by bumping shall be available and awarded by seniority bid on this date.

- D. A package with an increase of one or more hours must be posted for seniority bidding. If no one above the current employee bids on the package, then the current employee shall keep the package, unless doing so would result in a mandatory overtime situation.

## **ARTICLE 12 EMPLOYEE PROTECTION**

1. Any case of physical assault upon an employee shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to the employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance, within the scope of the Board liability policy, to the employee in connection with the handling of the incident by law enforcement and judicial authorities, provided the employee was acting within the scope of his/her duties and authorities.
2. Employees shall be expected to exercise reasonable care with respect to the safety of students and property.
3. While performing assigned duties and responsibilities, employees shall be covered by the Board's liability policy.

## **ARTICLE 13 SAFETY**

- A. The Board and employees shall maintain reasonable safety precautions at all times. Under no circumstances will an employee be required or assigned to work involving dangerous equipment, as determined by the Board, or in violation of an applicable statute, court order,

or governmental regulation relating to safety of person or equipment.

- B. Employees shall immediately, or at the end of their shift, report in writing on memo form any items that may be defects of equipment. The Board shall not require an employee to use equipment that has been reported as being in an unsafe operating condition until it has been reviewed, or repaired, or approved as being safe. The supervisor will take steps to properly communicate the results of the investigation.
- C. When there is a question as to whether the equipment is or is not in a safe operating condition, the Supervisor of the unit (in which the equipment is involved) shall forthwith review the equipment, situation and condition in a meaningful attempt to rectify the alleged unsafe condition. The supervisor may include the Union when appropriate.
- D. If it is found that the employee's allegation is not justified, such employee shall be subject to disciplinary action. Likewise, if an employee fails to report a defect he/she is aware of, the employee may be subject to disciplinary action.

In the event the Union believes that the unsafe condition continues to exist after the supervisor has reviewed the situation, the matter may be taken to the Assistant Superintendent for Administrative Services for further consideration.

## **ARTICLE 14 JURY DUTY/LEGAL PROCEEDINGS**

- A. Any employee who is summoned for jury duty must notify the Personnel Office within seventy-two (72) hours of receipt of such notice. If an employee, who has completed the probationary period, is summoned and reports for jury duty, the employee shall be paid the difference between the amount received as juror and a normal day's pay for each day of jury duty, provided the employee is available for work within the regular work schedule when not occupied with jury duty.

It is understood by the foregoing provision that: If the employee is dismissed from jury duty within three (3) hours from the beginning of the shift, the employee shall be required to work

for the balance of the shift.

- B. To be eligible for jury duty pay differential, an employee must endorse and turn over to the Board all salary checks received for said jury duty. An employee shall retain the mileage and any expenditures as paid for jury duty.
- C. The parties recognize that in some cases, regarding work schedules, it may not be a reasonable expectation to have the employee report for a full shift after completing a day of jury duty.

In such an event the employee should request a meeting with the supervisor to discuss and agree upon a reasonable accommodation with reference to the rule set forth in the second paragraph of section A above. The appropriate Union Representative will also be requested to attend such a meeting.

- D. Employees summoned for jury duty shall be excused from work without being charged for an absence.
- E. Any employee legally subpoenaed by the court system, civil or criminal, shall be excused from work without being charged for an absence. The Board must be notified within seventy-two (72) hours of receipt of such notice, whenever possible. The employee may opt to utilize a personal day or "no pay."

**ARTICLE 15  
RATES FOR NEW JOBS/POSITIONS**

- A. When a new job is created within the bargaining unit which cannot be properly placed in an existing classification, the parties will discuss a proper classification and rate structure to apply. If the job is assigned to a member of the bargaining unit prior to establishment of the rate, the rate shall apply retroactively to such member of the bargaining unit. In the event that resolution is not reached within thirty calendar (30) days, the matter shall be subject to formal negotiations.
  
- B. The Union shall, whenever possible, receive a copy of the job description for newly created positions prior to the position being posted.

**ARTICLE 16  
CONTRACT MANAGEMENT**

A. Entire Agreement Clause

The parties acknowledge that, during negotiations which resulted in this Agreement, each party had the right and opportunity to make demands and proposals relative to any subject not removed by law and that the understandings and agreements arrived at by the parties after the exercise of that right are contained herein and that this contract cancels and supersedes all previous contracts between the Board and the representatives of the Bargaining Unit.

The parties recognize that this Agreement may be altered by addition, modification or deletion only through the voluntary, mutual consent of the Board and the Union by Memorandum of Agreement which has been ratified and signed by both parties, thereby becoming an amendment to this Agreement which is then final and binding on all employees covered by this Agreement and on the Board.

B. Severability Clause

If any Article or Section of this Agreement, or any Supplemental thereto, should be held invalid by operation of Law or by any Tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such Tribunal, the remainder of this Agreement and Supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

C. Supplemental Agreements

Any supplemental agreement shall be subject to the approval of the Board and the Union. Any such supplemental agreement shall be approved or rejected within a period of thirty calendar (30) calendar days following the date of its final drafting

D. Negotiation Procedure

1. At least sixty (60) days prior to the termination of this Agreement, the parties shall commence negotiations for a successor Agreement covering wages, hours, terms and conditions of employment for employees of the Board.
2. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board and by the membership of the Union. However, the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and to make concessions in the course of negotiations or bargaining, subject to such ultimate ratification.
4. An employee engaged during the school day in negotiating on behalf of the Union with any representative of the Board or participating in any grievance negotiation, when such meetings have been arranged by mutual consent, shall be released from regular duties without loss of salary.

E. Pay Periods/Direct Deposit

Pay periods shall be twice each month with a 12 month schedule of 24 pays. If pay day is a bank holiday or weekend, pay day will be previous business day.

Pay will be deposited electronically into the bank, credit union or financial institution of the employee's choice. Those employees who do not have such accounts will have their pay electronically sent to the district identified financial institution where they will receive their total pay. Any fee or financial cost will be paid by the district. Payroll statements will be available electronically.

## **ARTICLE 17 UNIFORMS AND EQUIPMENT**

A. Uniforms. The Board agrees to furnish uniforms and replace worn out or damaged uniforms during the year. Lost items will be replaced at cost by the employee. The Board shall select the uniforms and the vendor; provided however, that Union representatives shall be requested to be present during the final selection. It shall be the responsibility of each employee to properly maintain the uniforms and to see that they are always neat and presentable. Uniforms shall be provided as follows:

Food Service employees:	Elementary: 2 cobbler aprons, non-slip shoes All others: 4 uniforms, non-slip shoes
Vehicle Technicians:	13 (laundered) , 1 jacket, 1 rain gear, shoes
Vehicle Technician Helpers:	13 (laundered) , 1 jacket, 1 rain gear, shoes
Fuelers and Bus Washers:	1 coverall, 1 jacket, 1 rain gear

B. The Board agrees to provide Vehicle Technicians, Vehicle Technician Helpers, annually, with safety shoes that shall be worn in the performance of their job that shall not exceed sixty dollars (\$60.00) per year.

C. The Board further agrees to provide Food Service employees, \$35.00 per year for non-slip safety shoes that shall be worn in the performance of their duties. In addition, food service employees shall be reimbursed \$25.00 for shirts and \$50.00 for pants per year. To be reimbursed, pants and shirts shall meet uniform "guidelines" as established by the food service uniform committee. If an employee chooses not to purchase items to be reimbursed during that school year, the allowance is forfeited for that school year.

D. The employer agrees to a one thousand dollar (\$1,000) per year tool allowance for Vehicle Technicians and Vehicle Technicians Helpers, provided that all tools purchased are approved by the Supervisor under this agreement for use on the job even though the employee owns the tools.



## **ARTICLE 18 PHYSICAL EXAMS/DRUG TESTING**

- A. The Employer will pay the cost of physical examinations and drug testing required for initial employment and for subsequent examinations deemed necessary by management.
- B. The Employer reserves the right to deduct the fee for physical examinations outlined above for any employee who terminates prior to six (6) months service.
- C. The Employer will select the doctor and pay the cost of required bus driver physical examinations.
- D. Random sample, post accident, and reasonable suspicion drug testing will be done at the expense of the Employer. Any hours the employee is required to spend in drug testing, for the above reasons, will be paid for at the regular rate of pay.

**Special Note:** The parties agree that previous treatment and agreements with employees who have tested positive shall not set precedent in terms of the meaning of the Master Agreement or be considered past practice on the part of either party.

## **ARTICLE 19 MISCELLANEOUS PROVISIONS**

- A. Those employees not required to work on scheduled days of student instruction which are canceled because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions as defined by the city, county or state health authorities, will not be paid for such days; however, employees shall work on any rescheduled days of student instruction which are established by the Board and will be paid at their regular daily rate of pay.
- B. Employees required to work on days when school is not in session shall be paid their

regular rate of pay for such days. It is further understood that employees required to work in order to receive pay, who are unable to report after making an earnest effort to do so, may request and be granted a personal business or vacation day if entitled to same under the provisions of Article 29.

- C. Permanently assigned employees working ten (10) months per year in the bargaining unit shall have a paid work schedule consisting of all student attendance days when routes are scheduled and run (excluding ½ days for food service personnel), plus paid holidays which occur during their work year and all in-service hours called by the appropriate supervisor.
- D. When directed to driver certification testing by management, seniority employees will be compensated a minimum of two (2) straight time hours up to a maximum of three hours pay.
- E. Management and Non-Unit Employees. It is understood and agreed that Supervisors and other non-bargaining unit employees shall not be used to perform bargaining unit work if such practice would deny employees extra work opportunities or to replace or displace, or cause the layoff of members of the bargaining unit. However, it is understood and agreed that Management shall have the right to continue to perform bargaining unit work as in the past.

## **ARTICLE 20 HOURS, OVERTIME AND PREMIUM PAY**

### Section I

#### Technicians:

- A. The regular workweek shall consist of five (5) workdays, Monday through Friday. The regular work assignment, shall consist of eight (8) hours per day, exclusive of a one-half (1/2) hour lunch period.
  
- B. All employees shall have a regular work shift and each work shift shall have regular starting time and quitting time. Employees who work on the second shift shall receive, in addition to their regular hourly pay rate twenty-five cents (0.25) additional compensation. The first shift is any shift that regularly starts on or after 4:00 a.m., but before 11:00 a.m. Should the employer decide to institute a 3<sup>rd</sup> shift, the parties agree to negotiate over the pay and working conditions of such positions.
  
- F. Eight-hour employees defined in this section may take a fifteen (15) minute break in approximately the middle of the first half of their work day and another fifteen (15) minute break in approximately the middle of the second half of their work day, and a lunch period in approximately the middle of the work day.

#### Food Service:

Food Service employees working over five (5) hours (including extra work time) shall be entitled to a ten (10) minute break, to be taken at the discretion of their supervisor. At seven (7) or more hours, an additional fifteen (15) minutes shall be granted.

### Section II

- A. Overtime is all time worked over forty (40) hours per week per the Monday through Sunday work week. All overtime is to be paid at a rate of time and one-half per hour, the employee's regular hourly rate.

- B. Overtime shall be distributed equally and impartially as far as practicable. Employees who are to work overtime shall be notified at least twenty-four (24) hours in advance, when possible. Exceptions to the above may be made for any employee working in more than one classification.
- C. A sick day shall **not** constitute a day worked in computing overtime.
- D. When employees covered by this Agreement are called in for unanticipated reasons, after having left the premises, and such work is not part of their package assignment, they will be guaranteed two (2) hours minimum pay.
- E. An overtime equalization chart shall be maintained by the designee in charge of each building where three or more persons in any given classifications are assigned on overtime to make sure that the overtime is rotated. For the purpose of this clause, time not worked because the employee was unavailable or did not choose to work shall be charged the number of overtime hours available.
- F. Time and one half an employee's regular hourly rate will be paid for work performed beyond forty (40) hours per work week and on Sunday.
- G. Extra work is work that is available and can be performed by regular employees working less than forty (40) hours per week. Employees working less than forty (40) hours per week, during their regular scheduled work shift, shall be included on an extra work equalization chart for extra additional hours, based on a rotation system as is described in Section IIE. Such work shall be equalized among and performed by employees within a classification.
- H. Overtime equalization and/or extra work equalization work charts shall be posted in a conspicuous location and contain all extra work charting for the school year, at each worksite as appropriate.

- I. Food Service Employees Only: Extra work within a building shall be offered to those employees within a building by seniority, on a rotating basis.
  
- J. Food Service Employees Only: On the second Friday in September, management will post a District-wide "Special Event" Work Request sign up sheet for those employees interested in additional work opportunities in that school year. Management will contact only those employees throughout the school year who have signed up on the extra work forms at the beginning of the year. These extra work opportunities will be assigned on a rotating basis by seniority. Those employees who decline or are otherwise unavailable shall be charged the overtime hours actually worked.

## **ARTICLE 21**

### **LEAVES OF ABSENCE**

Leaves of Absence under this Article shall include leaves for illness, maternity, illness of an immediate family member, military leave, Union business leave and educational leave. Regulations for specific types of leaves are outlined below.

#### **A. Protracted Illness or Disability**

1. All employees employed for one calendar year with the Employer will be granted a leave of absence in cases of protracted illness or disability provided that the employee shall be required to provide certification from a competent physician verifying the need for such leave of absence. The Board shall maintain the right to have any employee examined by a Board- designated physician at its expense at any time such examination is deemed necessary. In the event a difference of opinion persists between the employee's physician and the Board designated physician, the matter shall be referred to an appropriate specialist in the area of controversy at the Ford Hospital, or the University of Michigan Hospital at Ann Arbor for final determination in the matter, which shall be binding on all parties. In proper cases, upon agreement between the Employer and the Union, exceptions will be made to permit an employee with less than one calendar year of employment such leave of absence. The employee must notify the Employer and the Union within the first three (3) days of absence, whenever possible.
  
2. Such leave shall be granted for up to one calendar year; provided, however, that such leave may be extended for up to one calendar year. During that first calendar year the employee is on a leave of absence he/she will not lose their seniority. When the employee returns to work he/she will be placed in a position comparable to the type of work and wages of the classification that he/she left. The Employer shall not be required to re-employ any person who is not capable of performing the duties applicable to the position. Such employees shall be given the opportunity to work another job classification if capable of performing such job.
  
3. An employee who is granted a leave of absence under this Section shall have the Board

paid Employee's Health Benefit Plan, if applicable, continued at Board expense for up to the first three (3) months of such unpaid leave. Further, in the case of a serious injury, illness, or disease, the Superintendent may, at his/her discretion, grant a longer extension of the Board paid health plan above. In any such case the decision of the Superintendent shall be final.

4. The Family Medical Leave Act shall be governed pursuant to the Board policy, except that the employer, or the employee, shall have the option of first using accumulated paid sick leave, vacation, and/or personal leave during the FMLA Leave. The remainder of any FMLA leave time will be unpaid. If the employer elects this option they can not require that the employee utilize their last five (5) days of accumulated sick leave.

**B. Military Leave**

Any employee serving in the United States Armed Forces shall upon termination of such services, be offered re-employment in the previous position, as set forth in the applicable laws and regulations, provided the employee has received an honorable discharge, seeks re-employment within ninety (90) days from the date of discharge, and is still qualified and competent to perform work and duties required on a job. Those employees who are members of the National Guard or Reserve units shall be granted a leave of absence or their vacation period for the necessary period during the year for such training or duty.

**C. Maternity Leave - Sick Leave**

As a result of and in compliance with P.A. 153 of 1978, which requires a sick leave system to be eligible to a pregnant employee on the same terms and conditions as are applicable to other health conditions and temporary disabilities, the following provision shall be effective.

1. An employee shall be granted a maternity leave of absence upon submission of a medical statement confirming the employee's incapacity to work, and such leave shall extend through the period of documented disability. If there is doubt of the disability, the Employer may require (at its expense) a medical examination confirming the disability.

2. A pregnant employee shall have the option of using her accumulated sick leave or taking a leave without pay for the exclusive period of the temporary disability. An employee may not change from an unpaid leave to a paid leave after an unpaid maternity leave has been granted.
3. Upon termination of the pregnancy and in conjunction with the post-natal examination, which confirms the conclusion of the disability, the employee shall be required to return to work, unless she is on an approved FMLA leave. Failure to return to work upon conclusion of the leave of absence shall be treated in accordance with ARTICLE 8, Section 4, paragraph 3.
4. If the employee opts for sick leave, which is insufficient to cover the duration of the pregnancy disability, such employee will be on a temporary unpaid sick leave that ends upon conclusion of the disabling period of time (as set forth in subsection b. above). The employee shall then be required to return to work per subsection c. above. Determination of the disabling effects of pregnancy shall be based upon the medical evidence and/or the employee's inability to perform all the necessary and regular duties and functions of the position.
5. An extension of a leave which is not a result of continuing disability may be granted at the discretion of the Board in accordance with Section E. of this Article.

#### D. Union Business

1. The Chief Steward shall, with approval of the supervisor, be provided five (5) unpaid days per year for Union business including attendance at conferences and workshops sponsored by the Union or affiliated organizations outside of the District. This release time shall be arranged for by notification to the Superintendent or his/her designee. The use of such days should be arranged at least forty eight (48) hours in advance whenever possible.

The Chief Steward will receive his/her regular pay for each of these days, provided thirty (30) days prior to the leave the Union pre-pays the District for the total cost associated with the President's daily pay (regular wage, FICA, retirement). The District will provide



for any necessary substitute costs for up to these five (5) days. These hours/days will not be considered hours worked for overtime.

The Union shall be allowed up to 20 unpaid days of release time per year that may be used with the approval of the Executive Director of Human Resources for short leaves of absence to participate in area, regional, and or state organizational or business activities of the Teamsters Union.

2. Meetings called by the Employer shall not result in any loss of pay to any member in the bargaining unit.
3. Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the employee receive unpaid leaves of absence for up to one (1) year or the term of office, whichever may be shorter. Upon termination of such leave they shall be re-employed with like seniority, status, and pay. Such leave may be extended for up to one (1) year.

E. All Other Types

1. All other types of leaves of absence may be granted for a reasonable period of time, up to one (1) year, for good cause. The request for the leave of absence shall be presented in written form to the Employer for evaluation and consent, considering the merits of the request and the efficient operations of the school on a first come first served basis. Special consideration will be given to leave requests pertaining to the illness of an immediate family member and for educational leaves. The employee may request an extension of such leave.
2. All employees granted a leave of absence for one (1) month or more shall notify the Employer of his or her intent to return to work within seven (7) days of the expiration date of the leave of absence (except for military leave and maternity leave as set forth above). Upon termination of such leave they shall be reinstated with like seniority, status, and pay. However, the Employer shall not be required to reinstate any person who is not capable of performing the duties applicable to the position.

3. Employees receiving a leave of absence without pay shall continue to maintain their seniority. Employees receiving a leave of absence without pay exceeding one (1) year shall not have such time in excess of one (1) year counted in the computing of total school district seniority, nor will other employment benefits be considered to accrue.

## **ARTICLE 22 PAID LEAVE**

### **A. Sick Leave**

1. All regular employees shall be credited with a service accumulation for sick leave purpose at the end of each fiscal year equal to the number of unused days in the current allowance for that year. This service accumulation process may continue during the service of the employee up to a maximum of one-hundred fifty eight (158) days.
  
2. All sick leave accumulated prior to the execution of this Agreement shall be credited and carried forward. Approved absence from duty shall be charged to service accumulations. No deductions in pay will result from absence from duty as approved unless the total absence exceeds the combined service accumulations or if the claim for sick leave is false. A doctor's statement may be required by the Employer at any time it suspects there is abuse.
  
3. Sick leave days have been credited for employees hired before March 20, 2009 for the 2009-10 school year. Beginning in the 2010-11 school year:

Ten (10) month employees will accumulate and be credited with a maximum of three (3) work days of sick leave with pay per year.

Twelve (12) month employees will accumulate and be credited with a maximum of four (4) work days of sick leave with pay per year.

Credit for sick days earned begins after ninety (90) calendar days for new hires.

Beginning with the 2010-11 school year, employees will be credited with sick leave earned each pay period up to the identified earned number of days. These days will be placed in the employee's sick bank each pay period after each is earned.

4. An employee on sick leave under the provisions of this Article will be deemed to be on continued employment for the purpose of computing insurances referred to in this

Agreement except when receiving short or long term disability.

5. The employer may not require an employee to utilize the last five (5) days of his/her sick bank.

#### B. Compassionate Leave

1. All employees with sick leave benefits may be permitted to use a maximum of five (5) days of such leave per year in the event of serious illness in the immediate family. The immediate family shall be defined as parents, parents-in-law, spouse, children, grandchildren, brother, sister, grandparents, brother-in-law, sister-in-law, and grand parents-in-law. For the purpose of this article, "Step" relationships shall also be included.
2. To use this time off without loss of pay, the employee must certify in writing to the Executive Director of Human Resources or designee the details of the request. The Executive Director of Human Resources or designee may, at his/her discretion, grant compassion leave for situations other than those mentioned above, and the decision of the Executive Director of Human Resources or designee relevant to those situations shall be final.

#### C. Funeral Leave

1. In the event of death in the immediate family, as defined in Section II above, an employee may be granted up to three (3) leave days. To use this time off without loss of pay or sick leave, the employee must certify in writing, prior to the leave when possible, to the Executive Director of Human Resources the details of the request. The Executive Director of Human Resources may, at his/her discretion, grant funeral leave for situations other than those mentioned above, and the decision of the Executive Director of Human Resources relevant to those situations shall be final. An additional two (2) days maximum may be approved and used from the employee's sick leave days.

#### D. Personal Business

1. Each member of the bargaining unit shall be allowed up to three (3) days of employment per school year to be used from their sick leave bank for personal business to take care of

matters of a personal nature which cannot be taken care of at a time other than school time. These days may not be used for vacation or recreational purposes. If available, up to two (2) personal business days may be used for pay purposes for district declared snow days. Use of such days on the day before or the day after a vacation, school break, or holiday shall be at the discretion of the Executive Director of Human Resources. This provision shall be effective July 1, 2009.

2. Request for a business leave day shall be as far in advance as possible, but not less than forty-eight (48) hours except for stated emergencies. Until the end of fiscal year 2008-09, unused personal business days will be added to the employee's sick leave bank unless this addition causes the employee's accumulated leave days to exceed the maximum number allowed.
3. Requests for personal business leave which do not comply with the above criteria may be denied in which case reasons will be given.

**ARTICLE 23**  
**MICHIGAN WORKERS' COMPENSATION**

- A. Each employee will be covered by the applicable Michigan Workers' Compensation Laws and the Employer further agrees that an employee being eligible for Michigan Workers' Compensation will receive, in addition to his/her Workers' Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Workers' Compensation and his/her regular net pay based on his/her regular weekly shift; such amount shall be deducted proportionately from the employee's sick leave bank; provided however, that the employee may opt not to utilize his/her sick bank and not receive this additional amount.
- B. When an employee is released to return to work after having been absent on a Workers' Compensation disability, the employee will be reinstated to the classification and location held before his or her injury provided:
1. The treating physician has released the employee to return to his/her regular position.
  2. The employee returns to work within one (1) year of the date of disability from the Workers' Compensation injury.

The Board shall continue the payment of health, dental and life insurance up to a maximum of one (1) year for an employee unable to work and receiving Workers' Compensation if such payments were being made for the employee at the time of work related injury. However, during such non-work time due to a work related injury, vacation days shall not continue to accrue.

- C. Should an employee be unable to return to work within the one (1) year period the employee may avail himself/herself of a leave of absence for protracted illness beginning a new one (1) year period under that provision. Then, upon the release of the employee's physician to return to work as noted above, he/she shall be placed in the first open position for which he/she is qualified and which is commensurate with that which would be held had the leave not intervened. In case an employee who suffered an on-the-job injury

is released to return to work but is not able to assume his/her former position, the Employer shall endeavor to place the employee in an assignment in the Bargaining Unit for which he/she is qualified contingent upon the employee's limitation.

- D. Any medical divergence of opinion shall be resolved in accordance with the provisions of ARTICLE 21.

## **Article 24**

### **SEVERANCE AND LONGEVITY**

#### **A. Severance Pay**

If an employee resigns, retires or is disabled within the meaning of the Michigan Public School Employees' Retirement ACT, from the district s/he shall be eligible for a Severance Pay as follows:

1. Ten (10) years of continuous service with the school district – 2 % of the last years regular salary (exclusive of all premium pay).
2. Fifteen (15) years of continuous service with the school district – 2.75 % of the last years regular salary (exclusive of all premium pay).
3. Twenty (20) years of continuous service with the school district – 3.75 % of the last year's regular salary (exclusive of all premium pay).
4. Twenty-five (25) years of continuous service with the school district –4.5 % of the last years regular salary (exclusive of all premium pay).
5. Thirty (30) years of continuous service with the school district – 5 % of the last year's regular salary (exclusive of all premium pay).

As a supplement to the above Severance Pay plan, an employee who has an unused sick leave bank of more than fifty (50), but less than one-hundred (100) days, shall be eligible for an additional one and one-half percent (1.5%) over the appropriate level above.

Further, an employee who has an unused sick leave bank of one-hundred (100) days or more shall be eligible for an additional two and one-half percent (2.5%) over the appropriate level above.



B. Longevity

After the following number of years of regularly assigned, uninterrupted service to the Huron Valley School District, employees shall be paid the following amounts of additional pay each year. Payment will be on the first pay in December.

Effective July 1, 1990, periods of layoff, Workers' Compensation leaves up to one year and leaves of absence (illness/disability, maternity/sick and military) up to one year shall be included in the calculation of service time for longevity benefit.

Fiscal Year Beginning 2003-04	After 10 years-	\$350.00
	After 15 years -	\$400.00
	After 20 years -	\$500.00
	After 25 years -	\$600.00

## **ARTICLE 25 INSURANCE COVERAGE**

### **A. Health Insurance**

To be eligible for health insurance, Transportation employees with bargaining unit seniority prior to March 19, 2009, must work at least four (4) hours per day or twenty (20) hours per week as a regular assignment. For employees working at least twenty (20) hours but less than thirty (30) hours per week, the Board of Education's contribution to the cost of health insurance benefits called for in this Section shall be the same ratio of the total cost as the employee's hours per week are to thirty (30) hours per week, with the employee paying the remainder of the cost.

To be eligible for health insurance, current Food Service employees, not previously grandfathered prior to ratification, must work at least five and one-half (5.5) hours per day, five days per week or twenty seven and one-half (27.5) hours per week as a regular assignment. For employees working at least twenty seven and one-half (27.5) hours but less than thirty (30) hours per week, the Board of Education's contribution to the cost of health insurance benefits called for in this Section shall be the same ratio of the total cost as the employee's hours per week are to thirty (30) hours per week, with the employee paying the remainder of the cost.

Employees hired after March 19, 2009, must have a regular assignment of thirty-two and one-half (32 1/2) hours per week to be eligible for health insurance with the Board paying up to single person coverage. These employees have the option to buy up in coverage to two person or full family. Health eligibility through the district for employees hired after ratification of this agreement shall begin following completion of ninety (90) days of employment with the district.

Scheduled work hours per week for insurance eligibility shall be established on an annual basis as of the second pay in October each school year with coverage changes effective January 1 of that school year.

All employees electing health insurance shall be required to contribute toward the monthly cost of health premiums on the following basis:

One Person Coverage - \$100 per month

Two Person Coverage - \$190 per month

Full Family Coverage - \$220 per month

Effective with the insurance plan renewal, the maximum annual increase in medical premiums paid by the district shall not exceed ten percent (10%) of the current premium rates.

An employee who provides false eligibility information for certification of insurance coverage shall immediately be removed from the Board's insurance program(s) and shall not be eligible to re-enroll for the benefit plan until the next open enrollment.

The Board of Education shall pay for the individual health and prescription coverage described below, less employee monthly health premium contributions, which is recognized and accepted by hospitals, physicians, and drug providers for each employee who desires such insurance, except that the Board shall not pay for any hospitalization insurance if the employee or other family member elects to be covered under another hospitalization plan from another source. The Board further agrees that it will pay for up to full family coverage for those employees who are not otherwise covered. The Board shall pay health insurance premiums throughout the year for employees covered by this Agreement who would not otherwise be covered for such insurance.

The Board may initiate a change in any of the carriers of the insurance programs so long as the benefits of the new program would be comparable to the coverage formerly provided. The Board may create a "cafeteria plan" or self-insure with a comparable plan. If it does, it will advise the Union regarding any changes at least sixty (60) days before they go into effect. Such notice shall be in writing and mailed separately to the Chief Steward and the Teamster 214 Business Representative. If the Union requests a special conference regarding any proposed changes, the parties will meet prior to implementation to ensure the

currently specified benefits are maintained.

The HAP HMO health insurance program identified above shall feature a \$200/400 annual deductible and prescription drug coverage with a \$10 generic/\$20 brand prescription drug coverage with a \$20 office visit co-pay, \$100 emergency room co-pay and durable medical equipment rider.

B. Cash in Lieu of Health Provision

1. The Board shall provide an advance election option to health insurance that shall provide \$1200 annually to any bargaining unit member that is eligible to receive the fully board paid health insurance as described in Article 25 of the Collective Bargaining Agreement and elects to participate in this option. The method of payment shall be determined by the Board, except that the payments shall be made in equal installments over several pay periods and not in a single lump sum.
2. For this option to be implemented there shall be a minimum of twenty-four (24) employees selecting the option. This qualifier shall be determined on a yearly basis and the number of bargaining unit members electing this option shall be determined at the close of business on the last day of the annual open enrollment period. Bargaining unit members may “opt in” or “opt out” of this option to health only during the annual open enrollment period.
3. Participants in this option that, after selecting this option, fall below the fully Board paid health insurance level as described section 1 above, shall become ineligible to receive further payments under this agreement on the last day of the month in which they no longer meet the eligibility requirements, however said participant shall receive the appropriate pro-rata portion of the annual payment.

C. Term Life Insurance

Employees covered by this Agreement shall be covered by a \$20,000 group term life insurance provided by the Board, to become effective in accordance with Section E. below.

Further, in the event of the accidental death of an employee covered under this policy, the effective amount of such coverage shall be doubled (coverage to specify AD&D). To be eligible for life insurance, an employee must work at least four (4) hours per day as a regular assignment. It shall be the employee's responsibility to submit the necessary forms to obtain such insurance.

#### D. Dental Plan

The Board shall select the dental insurance carrier for the district. All employees covered by this Master Agreement are eligible to enroll in the Dentistry plan with the full premium cost paid by the employee effective July 1, 2009. Should the district move to a self-funded dental plan, employees will no longer be eligible to enroll in the plan.

The following provisions shall apply to the Basic Dentistry Plan:

1. The Dentistry Plan shall include the following:

- No annual deductible for basic and major services
- Individual annual maximum \$1,500
- Class 1 Preventative Services at 100%
- Class 2 Basic Services at 80%
- Class 3 Major Services at 50%
- Orthodontia Services (child and adult) – lifetime maximum \$1,500 at 50%

2. Where applicable, the dental programs described above shall provide for both internal and external coordination of benefits.

#### E. Vision Plan

The Board shall select the following vision care plan including coordination of benefits. All employees covered by this Master Agreement are eligible to enroll in the vision plan during the district's vision open enrollment period with the full premium cost for single coverage paid by the district less an employee contribution of 10% of the monthly billed premium. Employees may elect to buy-up to two person or full family coverage with the full premium cost paid by the employee.

An examination, frame and one pair of corrective lenses (including prescription sun glasses, photo-ray lenses or contact lenses) will be provided once in a twelve (12) month plan year for each eligible member of the family.

The benefits and payment limitations are:

(1) Examination	\$30.00
(2) Single vision lenses	\$17.50 per lens
(3) Bifocal lenses	\$25.00 per lens
(4) Trifocal lenses	\$27.50 per lens
(5) Lenticular lenses	\$32.50 per lens
(6) Frames	\$35.00
(7) Contact lenses	\$40.00 per lens

- F. Employees are responsible for furnishing properly signed forms to Human Resources to be covered if they are not presently a member of the Huron Valley Group.
  
- G. Employees may elect to purchase short and long term disability insurance through a carrier determined by the Board, provided they are eligible for same under the rules and regulations of the carrier. Payments for elected coverage shall be through payroll deduction.
  
- H. Eligible employees shall contribute a minimum of 10% toward all Best Practices healthcare components (medical, dental, vision and disability). Specific contribution amounts are outlined above.
  
- I. HVSSP shall be included in the Huron Valley Schools Insurance Committee.

## **ARTICLE 26 HOLIDAYS**

- A. Twelve (12) month employees in the bargaining unit with seniority shall receive the following paid holidays:
- New Year's Day
  - Memorial Day
  - Fourth of July
  - Labor Day
  - Thanksgiving Day
  - All Day Christmas Eve
  - Christmas Day
  - Full Day before New Year's Day
- B. It is understood that when school is in session, or if it is not feasible to observe the holiday on the designated day, the holiday shall be observed by substituting a day during the Easter or Christmas holiday as determined by the Superintendent of Schools.
- C. Ten (10) month employees in the bargaining unit will have those holidays that occur during their work year counted as paid days.
- D. If ten (10) month employees have been awarded a schedule that has them working in the summer and if that work schedule has them working on the day of the week on which the July 4<sup>th</sup> holiday falls, the employee must work his/her scheduled day before and his/her scheduled day after July 4<sup>th</sup> to be paid for this holiday.
- E. To qualify for holiday pay (8 hours or less pay at straight time rate), the employee must work the scheduled day before and after the holiday unless off work due to proven illness or with permission from their immediate supervisor.
- F. When any holiday falls on a Saturday or a Sunday, the holiday will be scheduled on a regularly scheduled workday adjacent to the holiday in order to provide the employee with the maximum number of consecutive days off.
- G. By July 1 of each year a calendar will be posted designating the holiday schedule.

- H. If a holiday is observed during an employee's vacation period, the employee shall receive an additional day off with pay in lieu of the holiday pay.
  
- I. If an employee is required to work on a holiday, the employee shall receive pay at two (2) times their regular rate, in addition to the holiday pay.



**ARTICLE 27  
VACATIONS**

A. All regular employees with seniority working twelve (12) months per year in the bargaining unit shall earn and receive vacation with pay as follows:

Following employment for: 6 months	5 days
7 months	6 days
8 months	7 days
9 months	8 days
10 months	9 days
11 months	10 days

Following employment for:

1 year	10 days
2 years	10 days
3 years	10 days
4 years	11 days
5 years	12 days
6 years	13 days
7 years	14 days
8 years	15 days
9 years	15 days
10 years	15 days
11 years	16 days
12 years	17 days
13 years	18 days
14 years	19 days
15 years+	20 days

- B. Use of vacation time can only be scheduled with the Supervisor's approval who will consider both the wishes of the employees as well as efficient operation of the department concerned. Employees shall inform their supervisors in writing by June 1 of each year of their desire for vacation. In the event there is conflict in scheduling vacations, seniority shall prevail. Employees who fail to give the supervisor proper notice by June 1 of each year shall forfeit the seniority preference. The vacation schedule shall be confirmed in writing no later than July 1 of each year.
  
- C. Full years of service are to be computed for vacation allotments as of July 1 of each year. Such earned vacations are to be taken during the succeeding fiscal year. A holiday shall not be counted as a vacation day when it occurs during an employee's vacation period.
  
- D. Vacation may not be waived by an employee and extra pay received for work during that period. However, an employee may opt to carry over to the next fiscal year up to five (5) vacation days, and, with mutual consent, an employee may carry over up to ten (10) additional vacation days.
  
- E. An eligible employee may opt to utilize vacation days for teacher in-service days.

## **ARTICLE 28**

### **CERTIFICATIONS/PROFESSIONAL GROWTH**

#### I. Vehicle Technician Certifications

- A. Vehicle technicians will receive \$.25 per hour each, for up to the six (6) State Heavy Duty Truck Certifications.
- B. Vehicle Technicians who have attained the state certificate for master mechanic level will receive an additional \$.50 per hour above scale.

#### II. Other Certifications

- A. Employees working in Food Service, will receive \$.15 per hour each for Silver Spoon and ServSafe certification.
- B. Bus Attendants, Bus Drivers, and Food Service employees will receive \$.15 per hour for valid First Aid Certification, including CPR
- C. Bus Driver and Attendant trainers shall receive \$.25 per hour in addition to regular wages while providing training.

## **ARTICLE 29 TRANSPORTATION**

Transportation of pupils in school vehicles having a capacity of sixteen (16) or more passengers will be done by bus drivers only, except in cases of emergency, or in cases where projects are jointly sponsored by the school and another agency, and funds are not available to pay a regular driver. In such cases, the Union shall be consulted and the facts concerning the project made known to them. If a dispute arises it would be proper subject for grievance commencing at Level 3 of the grievance procedure.

The Employer shall not be precluded from varying the assignments of drivers who have Year Round School runs in their package during down time for Year Round School or when the regular school program is not in session. However, a conference with the Union must take place five (5) working days prior to any change in assignments in order to maintain the integrity of the contract as it applies to wages, benefits, and seniority. Disputes arising out of this section shall be a proper subject of the grievance procedure at Level 2.

The parties recognize that safety is a particularly significant factor in the performance of driving a school bus. For that reason, it is agreed that yearly tests of driving ability and safety may be administered at the discretion of the Employer, provided that the Employer consults with the Union prior to the test. Further, it is understood that such tests of driving competency may be required of an individual driver by the Employer at any time during the employment of such driver.

### **A. Field Trips**

Bus drivers/attendants shall be paid their regular rate of pay for all field trip time except such time as exceeds forty (40) hours per week of combined regular driving and field trip time. Except for Sundays which will be paid at one and one-half times the regular rate and holidays which will be paid at two times the regular hourly rate, the rate for all time in excess of forty (40) hours per week shall be paid an overtime rate of one and one-half (1-1/2) times the regular rate.

On over-night field trips, drivers will be paid for actual driving time each day with a guarantee of eight (8) hours per day and will be provided with meals and lodging for all time spent on the trip.

1. When bus drivers/attendants are scheduled for field trips, they will be paid for actual time on the trip.
2. Field trips shall be assigned initially from a seniority list on a rotating basis. Any driver/attendant unavailable or refusing an assigned field trip will be charged for the hours.
3. An equalization list for field trips will be posted and kept up to date by the Supervisor or designee for the purpose of assigning field trip hours equitably. Drivers/attendants assigned field trips shall be notified as early as possible, but normally not less than twenty-four (24) hours in advance, whenever possible. It is understood that regular drivers/attendants will be given first preference as determined by the equalization list.

It was understood and agreed that bus drivers/attendants who are eligible for but who decline field trip assignments on five (5) consecutive occasions will be removed from the field trip assignment list for the remainder of that school year. It was further understood and agreed that drivers/attendants who wish to receive field trip assignments must be present at the weekly field trip assignment meeting. A driver/attendant who does not attend the weekly field trip assignment meeting but who is otherwise eligible for a field trip assignment will be charged with declining the field trip as above.

It is further understood that the Union and management will establish or reconfirm the rules for membership on the Field Trip Board and that appropriate exceptions will be established concerning mandatory attendance at the weekly field trip meetings

#### B. Mandatory Classes

All transportation employees required by the State to attend classes shall, upon successful completion of said classes, receive pay at the rate used by the State to reimburse the Employer. In addition, the Employer agrees to pay at a rate equal to the rate paid by the State, provided that the total hourly rate shall not exceed the employee's regular rate.

### C. Permanent Relief Drivers

1. The District may hire up to seven (7) permanent relief drivers. These drivers will be guaranteed four (4) hours of work per day with benefits as regular four (4) hours drivers as listed in this Master Agreement. Each of these drivers must serve a probationary period of ninety (90) work days.
2. These drivers will be used as either drivers or attendants. If used as an attendant, they will be paid as an attendant.
3. These drivers will not be eligible for field trips, unless a regular driver is not available.
4. These drivers could be used in any capacity (i.e., in the office or garage).

## **ARTICLE 30 TRANSPORTATION BID DAYS**

### I. Transportation Bid Day

- A. Bid Day(s) is a unique situation as outlined in this article. These special consideration and suspension of certain posting rules are to be for Traditional Bid day only and will allow for all positions to be filled by permanent employees to provide for a smoother start-up of the traditional school year.
- B. Management and the Union shall meet in the month of March to discuss the next school year's Bid-day(s) and In-service dates, as well as the current year summer bid day. The Employer shall post the dates of the bid day(s) and related in-service day(s) if offered by April.
- C. Bid assignments, shall be packaged by total estimated hours required, and assigned on the basis of seniority bid. The scheduling of the Bid day for Transportation shall take place a minimum of seven (7) calendar days, but no more than twelve (12) calendar days prior to the scheduled start up of Traditional school year.

- D. Transportation In-service days, if offered, relating to the startup of the school year shall take place immediately after the initial Bid.
- E. Initial Bidding shall be by representational seniority. Classification seniority shall be given first consideration, followed by department consideration.
- F. Proxy bids are acceptable, but must be specific in the content and must be signed by the employee. A copy of the proxy must be provided to the Union prior to the bid process. Assignments created by proxy bid are not subject to the grievance procedure. Employees must provide management with appropriate medical certification prior to bid day.
- G. All traditional Bid day package hours shall be permanently established as soon as reasonably possible.
- H. Employees attending traditional Bid day(s) shall be paid two hours, at their current rate of pay.
- I. It is further agreed that following bid day, whenever a total package assignment is changed by one hour or more per day, such package shall be posted as a new package, for seniority bid, within ten working days of establishment.
- J. New packages (i.e., packages which are newly created or become permanently vacant after the traditional Bid day(s)) will be posted for seniority bidding within five (5) working days of creation.
- K. The Employer shall retain the management right of organizing assignments into packages. Included in each package will be the total estimated time required to complete the assignment as a total package.
- L. Drivers /attendants will have the option of removing a packaged mid-day run from the bid package. If the mid-day run is not picked by another employee, it will revert to the original package. If another employee does not pick up the mid-day shift and the original package

has had another mid-day position added to that package, the mid-day run will remain up for bid for another 5 days. If not picked up in this bid, the run will be assigned to another route that can 'fit' this run into their package in a 'reverse' seniority rotation (lower to upper).

- M. Unpackaged Mid-day runs shall be made available for review with all other packages. Mid-day run defined as any run that is scheduled between 9:30 am –1:00pm.and can be picked up in the normal bid process to build packages.
- N. The Employer will make available the Bus Driver and the Attendants packages no later than five (5) week days prior to bid day.
- O. In the event of financial emergency, the Board may establish a rebidding of bus runs during the school year.

**Note:** A financial emergency is a significant reduction in revenue or significant increase in expenditures not anticipated in the District's annual adopted budget that occurs after the start of the fiscal year and negatively impacts the District's ability to conduct business.

- P. Departmental seniority shall be maintained throughout the initial bid process.
- Q. Management reserves the right to establish transportation routes for bidding assignments but is open to input provided by a pre-determined representation up to three (3) members chosen by the Chief Steward.

## II. Summer Transportation Bid Day

- A. The Employer and the Union shall meet in the month of March to discuss the next school year's Bid-day(s) and In-service dates, as well as the current year summer bid day. The Employer shall post the dates of the bid day(s) and related in-service dates, if offered, by April 1.
- B. Summer work assignments shall be organized in a package of not less than two and one-half (2 1/2) hours per day for each day scheduled. It is further understood that employment



of ten-month employees during the summer shall not be deemed to be continuous from year to year.

- C. Employer will make available the summer Bus Driver and the Attendant packages no later than five (5) week days prior to bid-day.
- D. Bidding shall be by department seniority. Classification shall be given first consideration, followed by department consideration.
- E. Routes that become available during summer months will be posted for seniority bidding. Notification of new summer postings shall be made via the District e-mail.
- F. Summer vacancies, including temporary, shall be posted immediately for seniority bid. Such postings shall be for a minimum of five (5) working days.

## **ARTICLE 31 ATTENDANCE**

### **A. CONTROL POLICY**

When an employee is unable to report to work on any given day, s/he shall contact the appropriate supervisor as early as possible, but in no event later than one (1) hour prior to the time s/he are scheduled to report to work. S/he shall follow the district procedures. An employee who does not follow the reporting procedure without adequate reason may be subject to discipline.

A Supervisor may request a doctor's statement whenever they suspect abuse regarding an employee's absence. Abuse may include excessive or patterned usage. The request for a doctor's statement will not be made without cause.

A Supervisor will immediately counsel any employee when their attendance becomes a concern. This counseling will not be considered part of the Progressive Discipline Policy as established in Article 7.

Falsification of sick leave or any other leave may result in discipline up to and including discharge.

### **B. PERFECT ATTENDANCE INCENTIVE**

Under the Perfect Attendance Incentive Plan, all HVSSP employees will be eligible for a payment in the amount of two hundred dollars (\$200.00) for perfect attendance. Incentive will be paid on the last pay of each school year.

Perfect attendance shall be defined as follows: to be eligible for the Perfect Attendance Incentive an employee must have been employed for the entire fiscal year or school year as applicable to his or her position. Further, the employee shall not have missed any work time whatsoever; this includes time off for illness, disability, tardiness, leaving early, illness in the family, and business leave, whether on a paid or unpaid basis.

The only exceptions, which will not count against the Perfect Attendance Incentive, are: vacation days, holidays, jury duty, three (3) Union leave days, approved flexing of scheduled work times,

and funeral leave in accordance with the Master Agreement. For multiple years of perfect attendance, an employee will receive an additional \$50.00 per year to a maximum of \$500.00.


Ten month employees shall receive one-half (1/2) of a bonus day for every absence free month.

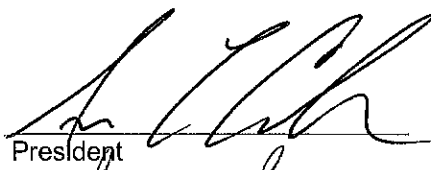
**ARTICLE 32  
CONCLUSION AND DURATION**

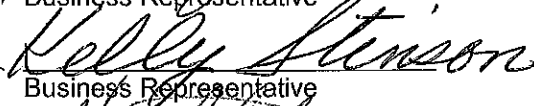
- A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Any contractual provision found to be contrary to law will result in negotiations at the request of either party for the purpose of providing replacement language.
- B. 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 all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either of the parties at the time they negotiated or signed this Agreement.
- C. Signed copies of this Agreement shall be printed at the expense of the Board after its acceptance by the Board of Education. It will be the responsibility of the HVSSP to distribute copies to all members.
- D. This Agreement shall be effective September 12, 2011 and shall continue in full force and effect until the thirtieth (30<sup>th</sup>) day of June 2015. Either party may, upon ten (10) days written notice to the other party, after the termination date, terminate this Agreement.

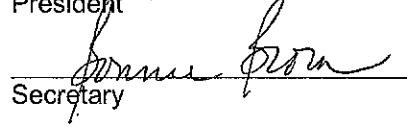
Huron Valley Support Service  
Professionals

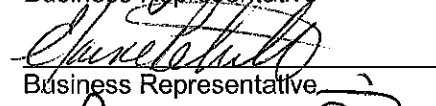
Huron Valley Schools  
Board of Education

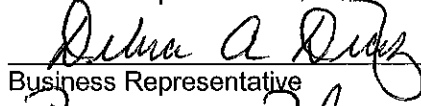
  
Business Representative

  
President

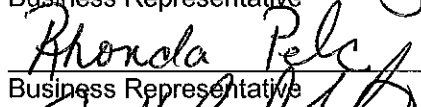
  
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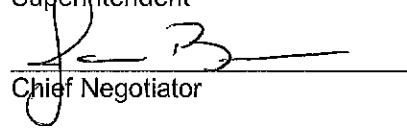
  
Secretary

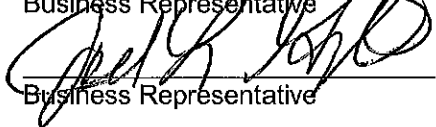
  
Business Representative

  
Business Representative

Superintendent

  
Business Representative

  
Chief Negotiator

  
Business Representative

Business Representative

Business Representative

Date 10/20/11

Date 10/20/11

Wage Freeze 2011-2012, 2012-2013, 2013-2014 with  
Optional Wage Re-opener in 2014-15

**HVSSP WAGE SCALE  
Employees Hired Prior to March 20, 2009**

	Start Prob. Period	After Prob. Period	After 1 Year	After 2 Years	After 3 Years
<b>A. CAFETERIA</b>					
Cooks	9.46	9.92	11.33	11.59	12.04
Head Cook	10.02	10.56	11.99	12.23	12.72
<b>B. TRANSPORTATION</b>					
Vehicle Technician	16.95	17.46	18.84	19.21	19.98
Lead Technician	18.75	19.25	20.64	21.01	21.78
Vehicle Technician Helper	13.61	14.10	15.76	16.07	16.71
Bus Driver, Bus Washer/Fueler, Dispatcher, Alternate Dispatcher, Permanent Relief	13.58	14.45	15.19	15.52	16.10
Bus Attendant	9.46	9.92	11.33	11.59	12.04


**Employees Hired On or After March 20, 2009**

	Start Prob. Period	After Prob. Period	After 1 Year	After 2 Years	After 3 Years
<b>A. CAFETERIA</b>					
Cooks	8.74	9.15	10.42	10.66	11.06
Head Cook	9.24	9.73	11.02	11.23	11.67
<b>B. TRANSPORTATION</b>					
Vehicle Technician	15.66	16.12	17.36	17.69	18.39
Lead Technician	17.28	17.73	18.98	19.31	20.01
Vehicle Technician Helper	12.65	13.10	14.59	14.87	15.44
Bus Driver, Bus Washer/Fueler, Dispatcher, Alternate Dispatcher, Permanent Relief	12.54	13.32	13.99	14.28	14.81
Bus Attendant	8.74	9.15	10.42	10.66	11.06

LETTER OF UNDERSTANDING  
BETWEEN THE  
HURON VALLEY BOARD OF EDUCATION  
AND THE  
HURON VALLEY SUPPORT SERVICE PROFESSIONALS  
**RE: EMERGENCY MANAGERS**


This Agreement is subject to the provisions of the Public Employment Relations Act, MCL 423.201 *et seq.*, including Section 15(7) thereof, MCL 423.215(7), and therefore may be rejected, modified, or terminated by an emergency manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531.

FOR THE BOARD

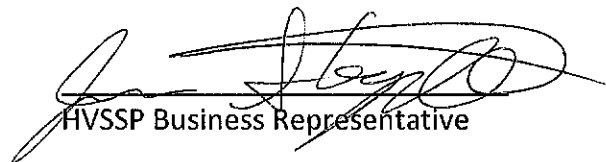


James Baker, Executive Director  
of Human Resources

FOR THE ASSOCIATION



HVSSP Business Representative



HVSSP Business Representative

Date: 10/15/11

Date: 10/20/11