

MASTER AGREEMENT

between the

Lamphere Board of Education

and the

**Lamphere Transportation and Mechanics
MEA/NEA**

2011 - 2012

**The Lamphere Schools
31201 Dorchester
Madison Heights, MI 48071**

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AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO on this 1st day of July, 2008, and between the Board of Education of the Lamphere Schools, Madison Heights, Oakland County, Michigan (hereinafter referred to as the "Board"), and the Lamphere Transportation and Mechanics Association, affiliated with the Michigan Education Association (hereinafter referred to as the "Association").

ARTICLE I **RECOGNITION**

- Section 1:
- a. The Board recognizes the Association as the exclusive representative for the purpose of collective bargaining for all regularly assigned SMI (Severely Mentally Impaired) Transportation Bus Aides, mechanical and transportation personnel, who are employed by the Board, excluding supervisory personnel.
 - b. All personnel represented by the Lamphere Transportation and Mechanics Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as members and/or employees, and reference to female personnel shall include male personnel.
- Section 2: During the term of this Agreement, the Board agrees that it will not enter into negotiations with any organization other than the Association for employees covered under this agreement.

ARTICLE II
FAIR PRACTICES

Section 1: The Board and the Association both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as moral principles involved in the area of civil rights. Accordingly, both parties reaffirm, by this Agreement, the commitment not to discriminate against any person, or persons, because of race; creed; color; religion; national origin; age; handicap; or, except where based upon a bonafide, occupational qualification, age and gender.

Section 2: The Board agrees to continue its policy of not discriminating against any employee on the basis of race; creed; color; national origin; gender; age; handicap; marital status; or membership, or participation in, or association with, the activities of any employee organization, in the placement of Association personnel

ARTICLE III
STRIKE PROHIBITION

The parties recognize that the statues of the State of Michigan confer upon public employers, employees and labor organizations the duty to maintain and continue the operation of the public schools without interruption or interference. Accordingly, the Association agrees, on behalf of itself and on behalf of those whom it represents, as follows:

1. During the life of this Agreement the Association will not cause, engage in, sanction, participate in or acquiesce in, nor will any member of the bargaining unit take part in any strike which is defined as "the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for an purpose."
2. In the event of any strike in violation of this Agreement, the Association will take any and all reasonably action within its power to bring the strike to an end.
3. It is further agreed that any Association member, who strikes in violation of this Agreement, shall be disciplined.

ARTICLE IV BOARD RIGHTS

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised by the Board without prior negotiations with the Association, either as to the taking of action under such rights or with respect to the consequence of such action, during the term of this Agreement. Such rights shall include, by the way of illustration and not by way of limitation, the right to:

1. Manage and control the Districts' business, the equipment and operations, and to direct the working forces and affairs of the Board.
2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing; and the right to establish, modify or change any work or business hours or days; provided, however, that such action does not conflict with the terms and provisions of this Agreement.
3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration); determine the size of the work force and to layoff employees so long as such action does not conflict with the seniority, layoff and recall provisions of this Agreement.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation; the means, methods and processes of carrying on the work, including automation thereof or changes therein; the institution of new and/or improved methods of changes there, so long as such action does not conflict with the seniority, layoff and recall provisions of this Agreement.
5. Adopt reasonable rules and regulation that are not inconsistent with accepted behavior necessary to carry out duties and responsibilities. Association members are also expected to abide by all local and national laws.
6. Discipline, including discharge, any Association member for taking part in any violation of the above provision. Prior to taking such action, the Board shall notify the Association of its intention.
7. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.

8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
10. Determine the policy affecting the selection, testing or training of employees.

ARTICLE V
ASSOCIATION RIGHTS

- Section 1: The Board recognizes the right of the Association to designate officers and committee members. Such representatives must be employees who meet the requirements of the Association or are employees of the Michigan or National Education Association.
- Section 2: The Association may designate three (3) Association Representatives. One (1) Representative will represent all Bus Drivers; one (1) Representative will represent all mechanical employees; and one (1) Representative will represent the SMI Bus Aide and the Delivery Driver. When the Association Representative is absent from work, the Association President shall serve as the alternate.
- Section 3: The Association agrees that it will notify the Board within forty-eight (48) hours of the names of newly-elected officers, committee members and employees of the Michigan/National Education Association who are authorized to represent the Association during the term of this Agreement. Such officers, committee members and MEA-NEA employees shall not be entitled to exercise his/her respective function as herein described until the Board has been notified.
- Section 4: The duties and activities of the Representatives shall be:
- a. To investigate and present grievances in accordance with the provision of this Agreement.
 - b. To transmit such messages and information which shall originate with, and are authorized by the Association or its officers, provided such messages and information:
 - (1) Have been reduced to writing, or
 - (2) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the functioning of the school system.
 - c. If the employee so requests, an officer or representative of the Association may represent all members during meetings with the Administration that deal with, or could lead to, discipline, reprimand, warning, etc.

Section 5: The Board agrees that it will permit representatives of the local Association access to the Board's garage and parking lot at any time for the purpose of conducting Association-related business. However, said Representatives shall not interfere with the employee's normal work function in any manner, and shall first report to the administrator when first entering Board property.

Section 6: The Board recognizes the limitations upon the authority of the Representative and shall not hold the Association liable for any unauthorized acts. The Board in recognizing such limitation shall have the authority to impose proper discipline, including discharge, at its discretion in the event that the Representative(s) shall take strike action, slow-down or work stoppage, or in any way interfere with the Board's business in violation of this Agreement.

Section 7: When facilities or equipment are desired for Association meeting, such requests will be submitted through normal channels, in accordance with the Board's policy.

Section 8: The Association shall have the right to communicate with its membership using the Board's mail service. All such communications will be clearly identified as Association materials, include members name and the Association accepts all responsibility for such materials. The Board will forward the materials to the members in the regular inter-District mail delivery.

Section 9: The Association shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute.

The Association shall also have the right to examine any other records of the Board pertaining to a specific grievance except personnel records that are deemed by law to be confidential.

Section 10: Membership in the Association shall not be required as a condition of employment. The members of the bargaining unit shall be obligated to pay dues or a service fee equal to the total membership dues, assessments, and fees to the Association for costs incurred to negotiate and administer this Agreement.

The members of the bargaining unit may fulfill this obligation in one (1) of the following ways:

- a. Pay the full amount of the service fee or membership dues to the Association Secretary/Treasurer.
- b. Submit and deliver to the Association Secretary/Treasurer the check-off form authorizing deduction of membership dues or service fees to the Association.

Section 11: Probationary employees must comply with Section 3 (above) within thirty-one (31) days following the end of their probationary period.

Employees who are presently permanent employees who have completed their probationary period must comply with this section within thirty (30) days after the ratification of this Agreement by both parties.

Section 12: Employees must submit an Association authorization form thirty (30) days prior to the deduction from a payroll check.

Upon filing the written authorization form, signed by the employee, the Board agrees to deduct dues, assessments and/or service fees which are levied by the Association and is certified in writing, to the Board, within thirty (30) days after ratification of this Agreement and annually thereafter.

Section 13: The Board agrees to forward such deduction to the Association once each month. The Board further agrees to submit a list of employees from whom deductions are made in the first month and every month thereafter in which the deductions are made.

Section 14: Failure to comply with Section 3 and 4 above within the time periods stated in Section 4 (above) shall constitute a basis for discharge.

Upon receipt of a written request for termination because the employee has failed to comply with Sections 3 and 4 (above) the Board shall notify the employee that his/her employment with the school district shall terminate within thirty (30) days of such notification.

If the employee complies with Sections 3 and 4 (above) before the expiration of the thirty (30) days, the termination action shall be rescinded.

Section 15: If any court of competent jurisdiction, and from whose final judgment or decree no appeal has been taken within the time provided for doing so, holds that the provisions of any section of this Article is invalid, illegal or unconstitutional, then said section shall be null and void.

Section 16: In any case or proceeding brought against the Board, each individual member and all administrator, in which an employee or employees, or

any person or organization on his/her behalf, contest any action taken or not taken by the Board, in order to comply with the provisions of this agency shop provision, the Association agrees to reimburse the Board promptly, upon demand, for all reasonable legal fees and all expenses of suit incurred by the Board in defending itself in such action, and also for any and all damages for which the Board may be adjudged liable in such action.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 1: A grievance shall be interpreted as a claim by an Association member, or by the Association in its own behalf, that there has been a violation, misinterpretation, or misapplication of one (1) or more specific provisions of this Agreement.

Section 2: A grievance may be filed and presented by an employee or by the Association acting through its Representative(s).

Any individual employee may present a grievance and have the grievance adjusted without intervention of the Association if the adjustment of the grievance is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to have an Association representative present at such adjustment; provided, however, that the adjustment of a grievance between the Board or its designated Representatives and an individual employee shall not preclude the Association from filing its own grievance with respect to the same subject.

Only the Association can take a grievance beyond Step Two.

Section 3: The term "day" when used in this Article shall, except where otherwise indicated, mean working days. Employees whose work year is less than twelve (12) months shall adhere to the work days scheduled for the full twelve (12) month period.

Section 4: Prior to initiating Step One of the grievance procedure, as outlined below, the grievant will informally discuss the matter with the immediate supervisor with or without an Association Representative, as the grievant desires.

Section 5: All grievances shall be presented in accordance with the following procedure:

a. Step One:

An employee having a grievance shall submit the grievance in writing to his/her immediate supervisor within five (5) days of the event upon which the grievance is based.

The employee may choose to have an Association Representative present in discussing the grievance with the immediate supervisor.

The supervisor must submit a decision in writing within five (5) days after receipt of the grievance. A copy of the decision shall be furnished to the employee and to the Association.

b. Step Two:

If the Association is not satisfied with the disposition at Step One, the grievance shall be submitted by the Association to the Superintendent, or designee, within five (5) days. The Superintendent, or designee, shall process the grievance in one (1) of the following ways:

- (1) The Superintendent, or designee, shall meet with the Association within five (5) days after receipt of the grievance and shall indicate his/her disposition, in writing, to the Association within five (5) days after such meeting.
- (2) The Superintendent, or designee, shall inform the Association within five (5) days after receipt of the grievance that a meeting with the Board of Education and the Association shall take place, in executive session, immediately following the next regularly scheduled Board meeting.

The Board of Education shall indicate its disposition of the grievance, in writing, to the Association within ten (10) days after such meeting.

c. Step Three:

If the Association is not satisfied with the disposition of the grievance at Step Two, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration at the request of the Association; provided, however, notification of intent to pursue arbitration is submitted, in writing, to the Board, or its designee, within five (5) days.

Following the written notice of Request for Submission to Arbitration, the Association and the Board, or its designee, shall attempt to select an arbitrator. If the parties cannot agree as to the arbitrator within five (5) days, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceeding.

Provided the Board, or its designee, has given its consent, the Association may elect to submit the grievance to the American Arbitration Association under its rules and regulations governing and controlling expedited proceedings.

The Board and the Association shall not be permitted to present in the arbitration proceedings any grounds or to rely and the Association shall not be permitted to rely on any evidence not previously disclosed to the other party.

The arbitrator's power shall be limited to determining whether or not there has been a violation, misinterpretation, and/or misapplication of a provision, or provisions, of the Agreement.

The arbitrator shall not substitute his/her personal judgment for that of the parties.

Any decision rendered by the arbitrator shall be binding upon the parties to this Agreement.

Section 6: The fees and expenses of the arbitrator shall be shared equally by the parties.

Expenses of a witness shall be paid by the party calling the witness.

Section 7: The number of days provided for the presentation and proceeding of grievances at each step of the grievance procedure establishes the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn; provided, however, the time limits set forth herein may be extended by mutual agreement, in writing, between the Board, or its representatives, and the aggrieved employee or the Association.

Section 8: If the Board, or its representative, does not act within the time limits stipulated within each step, the Association may proceed to the next step.

Section 9: A grievance concerning the discharge or suspension of an employee shall be filed at Step Two of the grievance procedure.

Section 10: If a grievance results from an alleged act of an authority higher than the immediate supervisor, the Association may file the grievance at Step Two.

ARTICLE VII
DISCIPLINE, SUSPENSION, AND DISCHARGE

- Section 1: The Board shall not discipline, suspend or discharge any employee without just cause.
- Section 2: Disciplinary interviews and reprimands will be conducted in private.
- Section 3: An employee may be subject to discipline, up to and including discharge, for reporting for work under the influence of alcohol and/or a controlled substance; for committing acts of a nature that would make the individual an undesirable associate of children; for falsifying employment records; or for violating a law; and/or infractions of work rules not in conflict with the terms of this Agreement.
- Section 4: The Board agrees that the principle of progressive discipline shall be used in most cases. These steps include verbal warning, written warning, suspension and discharge. Progressive discipline may be passed over for immediate suspension or discharge if the employee is involved in the following:
- a. Reckless or negligent driving (work related).
 - b. Under influence of alcohol.
 - c. Under influence of controlled substance.
 - d. Immoral acts or action.
 - e. Revocation of drivers license (work related).
 - f. Falsification of District records.
 - g. Leaving work location without checking for unauthorized persons on the premises.
 - h. Failure to follow State guidelines for bus driver's inspection.
- Section 5: When employees are given a disciplinary discharge or layoff, or a written reprimand and/or warning which is to be affixed to his/her personnel record, the employees will be promptly notified in writing of the action taken and the action shall be subject to the grievance procedure, Article VI.
- Section 6: Employees shall not be charged for loss or damage unless clear proof of negligence is shown.

ARTICLE VIII
CLASSIFICATION

Section 1: The following classification of jobs has been assigned by skills and responsibilities required for the position.

- a. Class I
SMI Bus Aide
- b. Class II
Bus Driver
Utility Bus Driver
- c. Class III
Bus Driver/Mechanic Helper
Delivery Driver
Delivery Driver/Bus Driver/Mechanic Helper
- d. Class IV
Mechanic
- e. Class V
State Licensed Mechanic

Section 2: New positions in the bargaining unit and the appropriate classification category may be created by the Board. The Association shall be notified, upon the creation of a new position.

The parties shall meet, upon the request of the Association, to negotiate the pay rate and classification category. Should the parties fail to reach agreement within fifteen (15) working days, the rate and category proposed by the Board shall be implemented until the matter is mutually resolved through submitting the issue to mediation.

Within thirty (30) days of failure to reach agreement, the parties shall request the services of a State Mediator

Section 3: Bus Driver

- a. The duties of a Bus Driver shall include, but not be limited to, driving, sweeping the interior of the bus; wiping seats; cleaning rear windows, windshield and other windows in the driver's compartment; cleaning rear view mirrors; filling gas tank; and completing related records, safety reports and other data which may be requested from time to time.
- b. The Board, at the beginning of the school year, shall make

up the bus runs and shall decide which buses shall be assigned to which runs.

After the Board has made the foregoing decisions, Bus Drivers will select runs by seniority, during the first week of October and shall begin their runs by the second Monday of October.

Should a Bus Driver on a regular run leave the District after runs are selected, the Bus Driver's scheduled run shall be open for application for a period of twenty-four (24) hours after notice of vacancy is posted on the bulletin board in the lounge at the Transportation and Maintenance Building. The Board shall assign the most senior applicant to the vacant run as soon as arrangements for all runs can be satisfactorily made.

Additions to scheduled runs shall of 30 minutes or less shall not be considered as being a new run as defined in this section.

- c. A Bus Driver reinstated in accordance with Article XXV, Section 11, of this Agreement shall, regardless of seniority, lose the right to select runs under section 3, b, of this Article, but only with respect reinstatement.
- d. A Bus Driver who is scheduled or required to and does report for working for a morning or afternoon run shall be guaranteed a minimum of two (2) hours for each run. All regular runs, filed trips and layover time will be considered a part of this minimum time.

The minimum time guarantee shall not be in effect where failure to put an employee to work is occasioned by non-operation of the District or a substantial part thereof.

- e. A layover shall be defined as the period of time between the completion of a Bus Driver's assigned run and the beginning of the next assigned run.

The Board agrees to pay the Bus Driver for any layover period that is one (1) hour or less, provided, the following conditions are met:

- (1) The Bus Driver shall agree to accept tasks from the supervisor within the responsibilities required of a Bus Driver, including related clerical work, to fill the time created by the layover.

- (2) Layover time shall be consecutive within one (1) hour or less and the Bus Driver's lunch period and relief period(s), as defined in Article XIII, Section 2, d, shall not be included in any layover time determination.

f. Field Trips:

- (1) Definition: A field trip is any trip that is not a part of a regular run.

- (2) Regular runs shall take precedence over field trips.

Whenever possible, a substitute driver will be assigned to a regular Bus Driver's run to allow the regular Bus Driver to take a field trip.

- (3) Field trips will be equalized among regular Bus Drivers who indicate, at the start of each semester, their desire to take such trips, exceptions may be made by mutual agreement between the Board and the Association.

- (4) Notice of refusal of a trip must be made at least three (3) full working days prior to the day of the trip.

When a trip is refused, it shall be offered to the next Bus Driver in the field trip rotation who is eligible. If the next four (4) Bus Drivers refuse, the Bus Driver who was first offered the trip shall take it. In cases of emergency, after consultation with the Association, the Board may take an exception to this procedure.

- (5) Providing a minimum of three (3) days prior notification is given, the Bus Driver(s) who refuse(s) the trip will be charged with the trip.

If a Bus Driver who is the first Bus Driver offered a trip refuses a trip three (3) times in a semester, the individual shall be removed from the rotation list for a period of forty-five (45) days.

- (6) A Bus Driver who takes a field trip that is of a duration of six (6) continuous hours or longer shall be reimbursed for meals that would normally be encompassed in that span of time. Such reimbursement shall be subject to the District allowance amounts currently in effect.

- (7) Any field trip requiring an overnight stay shall be compensated at a minimum of eight (8) hours per day. Additionally, the Bus Driver shall be fully compensated for meals, lodging and incidental expenses as per the District's allowance.
- (8) A Bus Driver who takes a Saturday field trip shall be guaranteed a minimum of three (3) hours.
- (9) Sunday field trips shall be rotated on an annual basis.
- (10) A Bus Driver who reports for a scheduled field trip and the trip is canceled after the Bus Driver has reported, shall be given two (2) hours of pay.
- (11) Field trips are not considered a part of a Bus Driver's regular run.
- (12) Field trips, such as athletic trips and class-related trips, are not considered a part of a Bus Driver's regular run.

The Board may elect not to consider a school activity a field trip when any of the following conditions exist:

- a) Twenty (20) or less students are involved.
 - b) When, in the opinion of the Board, a club or activity sponsor elects to pay for a commercial carrier, where after consultation with the Association, there is good cause to hire a commercial carrier.
 - c) When a replacement Bus Driver cannot be scheduled to cover the regular run.
 - d) As provided in Article XXV, Section 1, a, one (1) extra bus for preventative maintenance shall not be counted as a spare bus for field trips.
- (13) The Board may contract trips, to a private carrier, that are not a part of a Bus Driver's regular assignment if the following conditions exist:
 - a) Long distance trips (100 miles round trip), as determined by the Board.
 - b) Where the students are paying the costs and a private carrier can perform the service at a substantial lesser cost.

g. Extra Hours Rotation:

(1) Any run scheduled between 9:30 a.m. and 2:15 p.m. or ends after 5:00 p.m. (i.e., OTC-SE) will be considered extra hours when the regular Bus Driver is absent.

(2) Extra hours will be rotated, in seniority order, in the absence of the regular Bus Driver.

Bus Drivers refusing any extra hour trip will be subject to Section 3, f, (5), above.

(3) Extra hours shall be rotated among the Bus Drivers who are available to take them.

(4) Extra hours shall mean any hours that are a part of a regular run which the Board posts to be covered by a regular Bus Driver.

Section 4: Mechanics:

Mechanics and/or State licensed Mechanics shall generally not be required to perform duties other than those of a mechanical nature.

The Board will make every reasonable effort to eliminate driving responsibilities from the job duties of employees in this classification.

Section 5: The SMI Bus Aide shall be paid for the same number of hours per day as assigned to the regular run for SMI-related activities only.

ARTICLE IX
SUBCONTRACTING

- Section 1: For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Board agrees that except for an emergency, as determined by the Board, or as provided in other Articles/sections of this Agreement, in order to get the job done, no work or services presently performed or hereafter assigned to the bargaining unit will be contracted out to an independent contractor when a bargaining unit employee is available to perform said work or when any bargaining unit employee is temporarily laid-off.
- Section 2: If an emergency exists for which the only reasonable solution is subcontracting, then such subcontracting shall not be deemed a violation of this Article, providing such subcontracting does not extend beyond the fiscal year in which the emergency arises.

ARTICLE X **SENIORITY**

Section 1: New employees hired in the bargaining unit shall be considered probationary employees for the first sixty (60) working days of their employment.

When an employee completes the probationary period, he/she shall be entered on the seniority list of his/her classification and shall rank for seniority from the first day employed.

There shall be no seniority among probationary employees.

The supervisor may request an extension of the probationary period not to exceed fifteen (15) working days. Such approval shall be from the Association in writing.

Section 2: The Association shall represent probationary employees for the purposes of collective bargaining as set forth in Article 1, Section 1, of this Agreement.

The Board shall have the right to discharge and discipline probationary employees and the action is not subject to appeal or grievance.

Section 3: Seniority shall be by classification only.

Seniority in a classification shall be determined in accordance with the employee's last starting date within the classification.

Section 4: The Association President shall be designated as the most senior employee in his/her classification during his/her term of office. However, such seniority shall only relate to the layoff and recall provision of this Agreement.

Section 5: The Board shall post a list of the employees arranged in order of their seniority within their classification. This list shall be posted in a conspicuous place on the bulletin board in the lounge at the Transportation and Maintenance Building.

Section 6: An employee shall lose seniority for the following reason(s)

- a. The employee retires.
- b. The employees resigns.
- c. The employee is laid-off for a period of more than two (2) years.

- d. The employee is discharged and the discharge is not reversed through the grievance procedure.
- e. The employee is absent for three (3) consecutive working day without notifying the Board. At the option of the Board, such absence will result in an automatic discharge and the Board shall send written notification to the employee at the last known address that his/her employment has been terminated and he/she has lost seniority all seniority rights.
- f. Fails to accept recall as provided in Article XII.

Section 7: If an employee is transferred or promoted to a supervisory position or a position not included in the bargaining unit, and the employee is thereafter transferred or demoted to a position within the bargaining unit, the employee shall not accumulate seniority while working in the supervisory position or the position not in bargaining unit. The employee who is so transferred or demoted shall, to the extent practicable, as determined by the Board in its sole discretion, commence work in a job generally similar to the one held at the time of the transfer or promotion to the supervisory position or position not included in the bargaining unit. The employee shall maintain the seniority rank held at the time of said transfer or promotion.

ARTICLE XI
VACANCIES, PROMOTIONS, AND TRANSFERS

Section 1: The following definitions shall apply to this Article:

- a. Vacancy - A position shall be considered vacant should any of the following conditions occur:
 - (1) An employee retires, resigns, or is terminated.
 - (2) An employee is granted a leave of absence or is on an extended paid leave.
 - (3) An employee is classified out of the bargaining unit.
 - (4) An employee is awarded another position in the bargaining unit.
 - (5) The Board creates a new position within the bargaining unit.
- b. Promotion - A promotion is a permanent change in classification within the bargaining unit which results in additional compensation and responsibilities.
- c. Transfer - A transfer shall be a change in position for which the hourly rate is the same or less than the position held by an employee.

Section 2: It shall be understood that the Board shall determine when a vacancy exists in the bargaining unit and shall notify the Association in writing within three (3) working days of the decision being made.

Section 3: When a vacancy exists within the bargaining unit, the Board shall post the vacancy for a period of five (5) working days. The posted notice shall set forth the job title, shift, hours and minimum qualifications for the job. The vacancy shall be posted on the bulletin board in the lounge of the Transportation and Maintenance Building. Employees desiring the vacancy shall apply within the five (5) working days posting period.

Copies of the posting shall be sent to the Association President and Staff Representative.

Section 4: If an employee is going on vacation or summer recess and wishes to be considered for vacancies that occur during his/her absence, the employee shall submit a written request to the Director of Maintenance and Operations before the employee starts the vacation or summer recess.

Section 5: Each vacancy shall be filled according to the following: qualification, satisfactory work performance in present position and seniority.

Section 6: The employee awarded a promotion shall be considered on a trail basis for a period not to exceed thirty-five (35) working days.

In the event the employee is deemed unsatisfactory in the new position or desires to return to his/her former position within the time specified in the trial period, the employee shall be restored to such former position.

In the case of unsatisfactory performance as determined by the supervisor, a written letter specifying the reasons shall be given to the employee.

Section 7: An employee assigned to substitute for an employee in a higher classification for a period of five (5) or more consecutive working days, shall be paid the rate of the employee in the higher rate category retroactive to the first day of the consecutive period of substitute work.

An employee assigned to substitute for an employee in a lower paying classification shall not be reduced in pay for the duration of the substitute assignment.

ARTICLE XII
LAYOFF AND RECALL

Section 1: Layoffs and recalls will be based upon seniority within the bargaining unit.

The employee with the least seniority in the classification in which the reduction of work occurs will be laid off first.

An employee laid-off from his/her classification may exercise his/her District seniority to displace the least-senior employee in the same or any lower rated classification, on a District-wide basis, whose duties the employee is capable of performing, or accept a voluntary layoff.

Employees displaced under this procedure may, likewise, displace other employees on the same basis or accept a voluntary layoff.

- a. Employees who exercise their seniority under this section will be paid at the rate of the classification to which they are assigned. The employee will drop back to a rate comparable to his/her seniority and the classification to which the employee is assigned.
- b. Employees who exercise their seniority under this section will be returned to their previous positions before any other laid-off employees with less seniority, in the classification from which the senior employee was laid-off, are recalled.

Section 2: Employees who are laid-off shall be given two (2) working week's written notice prior to the effective date of layoff and will be placed in seniority sequence, at the top of the employment and substitute lists.

Employees recalled before they have lost their seniority, shall be returned on the same step of the Wage Schedule, unless the employees have completed the year, in which instance the employees will automatically be eligible for the next increment, if applicable.

All sick and accumulated benefits will be restored upon recall.

Section 3: Recall shall be in reverse order of layoff.

In the event of recall, the employee shall be given two (2) week's notice of recall to work, mailed to the employee's last known address.

If an employee fails to report to work within two (2) weeks from the date of mailing of the notice of recall, it shall be considered a resignation and the employee shall lose all seniority.

Section 4: The total amount of unemployment compensation paid to less than twelve (12) month employees, who are laid-off during July, August and September, will be paid back to the Board by the recalled employee in 18 equal installments.

ARTICLE XIII
WORK SCHEDULE

- Section 1: The normal work day for twelve (12) month employees shall be eight (8) hours per day. Twelve (12) month employees shall be entitled to two (2) fifteen (15) minute breaks during each eight (8) hour day worked.
- Section 2: The normal work day for less than twelve (12) month employees shall subject to the following:
- a. The method of determining the time worked by an employee shall be determined by the Board subject to the conditions of this Agreement.
 - b. Time worked shall be time actually worked on assignments scheduled by the Board, provided, of course, that the employee does report for work at such time.
 - c. An employee working a minimum of four (4) consecutive hours shall receive a fifteen (15) minute paid break.
- Section 3: The normal work week shall be Monday through Friday.
- Section 4: a: The work year for twelve (12) month employees shall be July through June.
- b. The work year for less than twelve (12) month employees shall be established by the Board. The Board shall review the work year for less than twelve (12) month employees with the Association following Board approval of the school calendar.
- Section 5: The work year for twelve (12) month employees shall begin at the start of the work day on July 1 and end at the end of the work day on June 30.
- The work year for less than twelve (12) month employees shall begin at the start of the work day on the first day teachers are scheduled to report for work, based on the calendar established in the Lamphere Federation of Teacher's Master Agreement, and end at the end of the work day preceding the date on which teachers are scheduled to report for work, based on their calendar--basically the work year is from September through August.
- Section 6. Employees called in beyond their normal work day shall receive, in addition, a minimum of four (4) hours at their regular hourly rate. Call-in time does not mean time that runs into the normal starting or quitting time.

Section 7: Any employee scheduled to work more than five (5) consecutive hours shall be entitled to a thirty (30) minute duty-free unpaid lunch period.

Section 8: When twelve (12) month employees are scheduled to work overtime immediately following their normal shift and the overtime is anticipated to exceed two (2) hours, the employees shall be entitled to a fifteen (15) minute break period before beginning the overtime.

ARTICLE XIV
HOLIDAYS

Section 1: Bargaining unit members receive paid holidays according to the following schedule:

- a. Twelve (12) Month Employees:
 - (1) Day before New Year's
 - (2) New Year's Day
 - (3) Good Friday
 - (4) Easter Monday
 - (5) Memorial Day
 - (6) Fourth of July
 - (7) Labor Day
 - (8) Thanksgiving Day
 - (9) Day after Thanksgiving Day
 - (10) Day before Christmas
 - (11) Christmas Day

- b. Less Than Twelve (12) Month Employees-Bus Drivers:
 - (1) Day before New Year's-if employee worked that week
 - (2) New Year's Day
 - (3) Good Friday
 - (4) Easter Monday
 - (5) Memorial Day
 - (6) Fourth of July, if employee worked that week
 - (7) Labor Day
 - (8) Thanksgiving Day
 - (9) Day after Thanksgiving Day
 - (10) Day before Christmas
 - (11) Christmas Day

- c. Less Than Twelve (12) Month Employees-SMI Bus Aide:
 - (1) New Year's Day
 - (2) Good Friday
 - (3) Memorial Day
 - (4) Fourth of July, if employee worked that week
 - (5) Labor Day
 - (6) Thanksgiving Day
 - (7) Day before Christmas
 - (8) Christmas Day

- Section 2: If school is in session on a holiday, employees in the bargaining unit will not be excused from work on such day. However, in addition to the pay for the amount of hours actually worked on such day, they shall receive pay for the holiday.
- Section 3: Pay for holidays shall be based on the average number of hours worked a day by an employee in his/her regularly assigned work during his/her last thirty (30) working days directly preceding that given holiday for which the employee is being paid.
- Section 4: Before the employee is eligible for holiday pay, he/she must have completed the probationary period.
- Section 5: To qualify for holiday pay, the employee must be scheduled to work on, or be paid for, the regularly scheduled work day before, and the regularly scheduled work day after the holiday, unless the employee is ill on such days, in which case the employee may be required to provide proof of illness. The final determination in case of illness for qualification for holiday pay will rest with the Board, or its representative.
- Section 6: If a holiday mentioned above falls on a Saturday or Sunday, the Board may designate the work day preceding or succeeding as the paid holiday. If this designation is not made, then each employee affected will receive either an additional day's pay, or an additional day's vacation time.
- Section 7: When July 4 falls on Thursday, the following Friday will also be a paid holiday.

When July 4 falls on Tuesday, the preceding Monday will also be a paid holiday.

ARTICLE XV
VACATIONS

Section 1: Employees hired prior to July 1, 2008 shall accumulate one (1) day of vacation allowance for each month worked. If an employee works for a fraction of a month, said employee shall earn vacation allowance as follows:

One (1) to ten (10) days worked, or paid for, equals one-half (1/2) day of vacation allowance.

Eleven (11) or more days worked, or paid for, equals one (1) day of vacation allowance.

Vacation allowance shall not accumulate from one (1) school year to the next. Vacation pay shall be prorated when employment is terminated for any reason.

Employees hired effective July 1, 2008 or later, shall not be eligible for vacation pay.

Section 2: After five (5) years of service, the employee shall earn 1.25 vacation days per month worked. After ten (10) years of service, the employee shall earn 1.5 vacation days per month worked. After fifteen (15) years of service, the employee shall earn 1.67 days per month worked.

A minimum of one-half of all days earned per year by less than twelve (12) month employees must be received as paid vacation time. A maximum of twenty-one (21) days will be allowed under the provisions of this entire Article.

Section 3: Probationary employees shall not earn vacation allowance during the period of their probation. No vacation allowance shall be earned while an employee is on leave of absence.

Section 4: Employees who work less than twelve (12) months shall have their vacation time paid for on the last payday of the school year. Vacation pay shall be determined by the average number of hours worked a day by an employee in his/her regularly assigned work during the last thirty (30) working days directly preceding the last payday of the school year. Vacation pay shall not be paid out for any reason other than to provide for pay during an employee's vacations, or as provided in Article XX, Sect.6.

Less than twelve (12) month employees requesting a separate check for vacation pay shall do so in writing two (2) weeks prior to the last payday in June. The separate vacation check will be issued two (2) weeks following the last payday of the school year in the month of June.

Section 5: All vacations shall be taken during the school's summer vacation or at such other times when the schools are not in session, such as during Easter and Christmas periods. This provision does not preclude the opportunity for the Board to consider vacation requests for other times of the year; provided, however, that in all such matters, the Board's decision shall be final.

Section 6: Twelve month employees may apply to purchase up to an additional five (5) vacation days, provided the employee submits his/her request, in writing, to the Director of Maintenance and Operations on, or before, May 15 of each year for the following school year. Requests will be granted on a seniority basis. However, it is recognized by both parties that there may be times when request cannot be granted inasmuch as a workforce must be maintained to accomplish the job.

Employees will be notified of approval or denial of increased vacation options within two (2) weeks of the request being received by the Director of Maintenance. Employees who have had a request granted will have their pay reduced by an amount equal to the pay they would have received. The total amount to be reduced will be spread over the school year via a payroll reduction. (By way of example, an employee who earns \$145 a day purchases 3 days vacation at a total cost of \$435. The employee receives 26 pays each year, so his/her biweekly paycheck would be reduced by \$16.73. Should an employee separate from employment prior to the end of the year, he/she will have any outstanding obligation deducted from their check.)

ARTICLE XVI
SICK LEAVE

Section 1: An employee shall accumulate one (1) day of sick leave for each month worked after the effective date of this Agreement. If an employee works for a fraction of a month, said employee shall earn sick leave allowance as follows:

One (1) to ten (10) days worked, or paid for, equals one-half (1/2) day of sick leave allowance.

Eleven (11) or more days worked, or paid for, equals one (1) day of sick leave allowance.

Section 2: Probationary employees shall not earn sick leave allowance during the period of their probation.

Section 3: The employee shall be credited with the number of allowable days, not to exceed twelve (12) days, at the beginning of the fiscal year.

Employees shall be credited with a service accumulation for sick leave purposes at the end of each fiscal year equal to the number of unused days of the sick leave allowance for that year. Service accumulation may continue without limit during the service of the employee.

Section 4: Pay for a sick day shall be based on the average number of hours worked a day by an employee in his/her regularly assigned work during the last thirty (30) working days directly preceding the sick day for which the employee is being paid.

Section 5: Employees who are dropped from employment with the Board and who shall have used sick leave allowance days in excess of those earned, shall have deducted from their last paycheck the amount of money equal to the pay received for days used above the earned amount of sick leave allowance.

Section 6: If an employee loses his/her seniority pursuant to Article X, the employee shall also lose all accumulated sick leave allowance.

Section 7: An employee who has been absent three (3) or more consecutive workdays because of illness or injury may be requested, upon return, and before resuming his/her assigned duties, to furnish the supervisor a certification of fitness to resume his/her normal duties. Such certification shall be signed by a competent physician, of the employee's choice, and shall state the nature of the illness or injury, and shall certify that the employee is fit and able to resume his/her assigned duties.

The Board may at its discretion send the employee to a physician of the Board's choice for a second opinion at the Board's expense.

Section 8: Sick leave allowance earned by the employee may be utilized for the following:

- a. Personal illness.
- b. Illness up to a limit of seven (7) days per occurrence for care in the immediate family which shall include spouse, children, parents or any individuals residing with the employee.
- c. Unusual circumstances not covered by the above shall be considered entirely upon the individual merit of each such circumstance with respect to granting or denying sick leave allowance. Application for unusual circumstances shall be made to the Associate Superintendent of Human Resources. The decision rendered shall be final and not subject to the grievance procedure.

Sick leave allowance shall be used only for the purposes indicated above and shall not be abused.

The Board shall have the right to have the employee on personal sick leave examined and have submitted a statement(s) from confirming sources certifying the illness of the employee or the immediate family. If it appears that an employee on sick leave has not met the purposes for sick leave, the employee shall be subject to discipline up to and including discharge.

Section 9: An employee in the bargaining unit sustaining injury or occupational disease arising out of and in the course of employment by the Board shall be continued on the payroll to the extent of his/her sick leave allowance reserve; provided, that where the employee receives income under the Michigan Worker's Compensation Act, such income shall be supplemented by the Board with an amount sufficient to maintain his/her regular pay for a period not to exceed the sick leave allowance reserve, and such reserve shall be charged only for that portion in excess of the compensation payment.

All employees must report all injuries in writing immediately upon sustaining such injury.

The Board will aid in expediting all Worker's Compensation claims.

Section 10: Personal Leave:

Employees may be granted three (3) personal business days per year for the reasons listed below:

- a. Court cases, government or legal business.

- b. Moving.
- c. Graduation of the employee or of a member of the immediate family from high school, college, or an accredited institute of learning.
- d. Matters of an emergency nature allowable at the discretion of the Superintendent, or designee.
- e. Bereavement for members of the immediate family which shall include the employee's spouse, child, parent, brother, sister, father-in-law, mother-in-law, grandparents, or any other approved by the Superintendent, or designee. (The first two [2] days are not to be deducted from the personal business allowance.)

A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year.

Personal business days must be applied for in writing one (1) week in advance, except in cases of emergencies.

Approval should be granted by the Superintendent, or designee, with the understanding that the employee's request is based upon one (1) of the recognized reasons listed above.

If requested by the Board, the employee must supply documented proof to substantiate the reason, within a reasonable time, or suffer the loss of pay for the day(s).

At the end of each fiscal year, the Board shall add any unused portion of the three-day personal business day allowance to the employee's sick leave allowance accumulation for the ensuing fiscal year.

Section 11:

All employees, who terminate their employment under the terms of the Michigan Public School Employees Retirement Act and who have worked for the District ten (10) years immediately prior to the date of their retirement, shall receive a lump sum equal to seventy-five percent (75%) of the remaining days in the his/her unused accumulated sick bank paid at the rate of twenty-five dollars (\$25) per sick day. Such lump sum payment shall be capped at two thousand dollars (\$2,000).

ARTICLE XVII
LEAVE OF ABSENCE WITHOUT PAY

Section 1: The Board may grant employees who have met certain criteria and procedures, as outlined in this Article, a leave of absence without pay for the following reasons:

- a. Health reasons, including members of the immediate family (spouse, child or parent living in the employee's household or legal dependent of the employee).
- b. Child Care.
- c. Military Service.

Any employee on the seniority list inducted into military service under the provisions of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of national emergency, shall upon termination of such service be reemployed in line with his/her seniority, at the then current rate for such work, provided the person has not been dishonorably discharged and is physically able to do work available, and further provided, the person reports for work within ninety (90) days of the date of discharge.

Section 2: An eligible employee desiring a leave of absence shall submit his/her request, in writing, to the Superintendent, or designee, thirty (30) days prior to the start of a leave, unless due to an emergency situation as determined by the Superintendent, or designee.

The particular circumstances surrounding each request for a leave of absence will be reviewed by the Board with the understanding that its decision in no way will establish a precedent.

Section 3: Conditions:

- a. Employees must have worked two (2) full years for the Lamphere Schools before being eligible for a leave of absence without pay.

Exceptions to this two (2) year provision may be made by the Superintendent, or designee, and such decision shall be final and not subject to the grievance procedure.

- b. The basic leave is for a maximum period of twelve (12) consecutive months. A leave may be extended for an additional twelve (12) consecutive months at the discretion of the Board.

- c. Employees who shall return from a leave, including any approved extension, within six (6) months of starting such leave shall return to their former position.

An employee whose leave shall be greater than six (6) months, including any approved extension, but not greater than twelve (12) months, shall be placed in an open position within the same classification; provided, however, if no open position is available, the employee shall replace the least-senior employee in the same classification if that employee has less seniority than the employee returning from leave. Should the seniority of all employees in the classification be greater than that held by the employee returning from a leave, then the returning employee shall replace an employee with less seniority in a lower classification starting with the least-senior person in such a classification category.

An employee whose leave, including extensions, is greater than twelve (12) months shall be placed in the first available position; provided, however, that the employee returning from leave shall not be eligible for an open position that is in a higher classification than the position the employee held prior to the leave.

- d. If the employee on leave accepts a job with another employer while on leave without approval of the Board, the leave will be automatically terminated and the employee's employment with the Lamphere Schools will terminate.
- e. An employee on leave of absence shall not lose sick leave allowance accumulated prior to the granting of the leave. However, sick leave allowance shall not accumulate during the leave of absence.
- f. Employees given a leave of absence will be permitted to pay regular contributions to any insurance plans covered by this Agreement which are allowable by the applicable insurance company.
- g. While an employee is on leave, there shall be no advancement on the Wage Schedule.
- h. Employees granted a leave of absence shall retain seniority status as defined in Article X, but shall be subject to the terms of the layoff procedure, if necessary, as outlined in Article XII, of this Agreement.

- i. An employee shall be required to file a written notice of availability with the Superintendent, or designee, no later than thirty (30) days prior to the termination of the leave, except in cases of emergency where the Board determines there has been an emergency. Failure to comply with this provision shall be interpreted as a resignation from employment by the employee.
- j. Before returning to his/her duties an employee who has been on a leave of absence without pay for health reasons must be certified by his/her physician as being ready and able to return to a full assignment.

Section 4: For the purposes of this Agreement, the term "child bearing" shall be interpreted to mean the period of time from the day of birth of a baby until the physician certifies the mother free of disability, normally a six (6) week period.

For purposes of this Agreement, the term "child care" shall be interpreted to mean that the employee spends full time caring for an infant child from the end of the child bearing period of time up to and including the first year of the infant's life.

In the case of a child bearing and/or child care leave, the following provision shall apply:

- a. An employee who becomes pregnant must notify the Superintendent, or the designee, in writing as soon as possible after medical confirmation of the pregnancy. Such notification shall include a statement from the physician verifying the fact that the employee is pregnant and giving the estimated date of delivery.
- b. The employee shall make a request, in writing, for a child bearing and/or child care leave to the Board through the Superintendent, or the designee, at least thirty (30) days prior to the starting date of the leave.
- c. An employee requesting a child bearing and/or child care leave shall be permitted to continue working provided the employee's physician certifies the employee is physically well enough to work and perform all duties and function of the employee's position and does not create an industrial risk.
- d. The employee shall provide the Board, upon request, statements from the employee's physician regarding the employee's physical well-being and ability to perform the duties of the employee's position.

ARTICLE XVIII
ABSENCES WITHOUT PAY

Employees desiring an absence without pay from their employment shall secure written permission from the Board. Each request for an unpaid leave of absence will be considered on its individual merits and granted or denied accordingly.

The maximum absence without pay shall be for thirty (30) calendar days and may be extended for like periods. Permission for extension must be secured in writing from both the Association and the Board. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

An employee shall not accumulate sick leave or vacation allowances or seniority while on an absence without pay.

It is understood that the provision of this Article may apply for a maximum of twelve (12) months in cases of a child care leave of absence.

ARTICLE XIX
UNEXCUSED ABSENCES

Section 1: All absences, except as provided for in Articles XVI and XVIII, shall be deemed unexcused until such time as written explanation is received by the Board, at which time the Board will make the decision as to whether the absence is unexcused or excused.

If no letter of explanation is received by the Board within three (3) working days after the employee returns to work, the absence shall be permanently recorded as unexcused. It shall be the responsibility of the employee to submit such letter without a request by the Board.

Section 2: Unexcused absences shall be just cause for discharge. The first such absence will subject an employee to a warning notice under the provisions of Article VII, Section 4. The second unexcused absence will subject an employee to discharge.

Section 3: An absence resulting from an emergency deemed excusable by the Board will not be considered a violation of this Article providing every reasonable effort is made to notify the Board in advance and the employee submits a written explanation of the absence after the fact. The Board will review the explanation and other known factors in order to determine whether the absence was excusable.

Section 4: Five (5) excused absences without pay will subject an employee to a warning notice, under the provision of Article VII, and the sixth (6) such absence will subject an employee to discharge.

ARTICLE XX
COMPENSATION

Section 1: The employee covered by this Agreement shall receive an hourly rate as per Salary Schedule A, which shall begin July 1, 2008 and terminate on June 30, 2011.

Section 2: Shift Differential

- a. Employees who work the afternoon shift (starting after 2:30 p.m.) shall be paid an additional sixteen cents (\$.16) as a shift differential. The per hour amount shall be increased by the same percent of increase in shift differential granted to the custodial/maintenance bargaining unit.
- b. Employees who work the midnight shift (starting after 10:30 p.m.) shall be paid an additional eighteen cents (\$.18) as a shift differential. The per-hour amount shall be increased by the same percent of increase in shift differential granted to the custodial/maintenance bargaining unit.

Section 3:

- a. Employees who have documented proof of having passed the necessary tests to be certified by the State of Michigan as a Master Automobile Mechanic shall receive twenty-five dollars (\$25) for each test passed in excess of seven (7).
- b. Employees who have documented proof of having passed the necessary tests to be certified by the State of Michigan as a Master Heavy-Duty Truck Mechanic shall receive twenty-five dollars (\$25) for each test passed in excess of five (5).
- c. Employees who have documented proof of passing the test(s) administered by, or on behalf of, the National Institute for Automotive Service Excellence shall receive thirty dollars (\$30) for each test passed.
- d. Employees who hold current certification to perform repair work on bus brakes shall receive the following stipend:

2004-05 Additional \$.50 per hour

The above-noted supplemental amounts shall be paid in the first paycheck after December 31.

Section 4: Annual increments shall be paid according to the applicable Wage Schedule on the anniversary date of the establishment of the employee as a permanent employee.

Section 5: Employees covered by this Agreement shall be paid every two (2) weeks.

- Section 6:
- a. Employees who shall have been paid for eight (8) hours in one (1) day shall be paid time and one-half (1 1/2) for all hours over eight (8) hours.
 - b. Employees who work, or are required to attend training or certification sessions on Saturday, shall be paid an overtime rate of one and a half (1 1/2) times his/her hourly rate.
 - c. Employees who work on Sunday shall be paid an overtime rate at two (2) times his/her hourly rate.
 - d. Employees who work on a paid holiday shall be paid an overtime rate of two (2) times his/her hourly rate in addition to his/her holiday pay.

Section 7: When the Board cancels school because of inclement weather and bus runs are canceled, less than twelve (12) month employees may elect to use accumulated time to maintain their average daily pay.

Twelve (12) month employees shall be required to report during such school closures and guaranteed a minimum of four (4) hours wages at his/her regular hourly rate. In addition, the employee shall receive one (1) hour pay beyond the hours worked at his/her regular hourly rate.

Section 8: Any regular employee not required to work due to an emergency shall be given at least one (1) hour's notice prior to the regular starting time by the Board, when possible.

A witnessed unanswered phone call shall be sufficient notice under this section provided the Association President, or designee, is informed of such unanswered call.

Section 9: Notification of absence shall be given at least one (1) hour before starting on each day of absence by the employee to the Board. Failure to do so may result in the loss of pay for the day.

Section 10: An employee called for jury duty shall be paid his/her regular wage for time lost. However, employees shall return to the Board other compensation, excluding mileage, received for jury duty.

Section 11: The Board shall continue to pay the mandatory State of Michigan retirement contribution for wage received by members of this bargaining unit. However, the Board will not be expected or required to pay any voluntary contributions to the Michigan Public School Employees Retirement System elected by members of this bargaining unit.

Section 12: Employees who shall be authorized to use their cars during the course of their employment shall be paid at the rate established by the IRS as of July 1, each year.

ARTICLE XXI **INSURANCES**

Section 1: The Board will, upon application, provide each employee meeting the eligibility requirements of the insurance company, who has completed the probationary period, group Life Insurance in the amount of \$40,000. The policy shall provide for double indemnity for accidental death and disbursement.

Section 2: All eligible employees hired after July 1, 2008 who meet the eligibility requirements of the insurance carrier shall be eligible for single care coverage only and shall pay the single care co-pays, deductibles and premiums as designated in Article XXI.

Employees who meet the eligibility requirements of the insurance carrier shall be eligible for health insurance as provided below:

a. Health insurance will be offered through a healthcare provider of the district's choice.

- The annual deductible shall be \$375/\$600 effective January 2012

b. A comparable prescription drug plan shall be provided with a co-pay of:

- \$5 for generic
- \$20 for preferred and
- \$40 for brand name drugs
-

c. The monthly premium co-pay for health insurance coverage shall be as follows:

- Single person - \$150/Month
- Two person - \$250/Month
- Full family - \$325/Month

The monthly premium co-pay for district provided single care health coverage for employees hired July 1, 2008 or after shall be \$150/month

d. Co-pays applied as follows:

- \$30 – Office co-pay
- \$50 – Urgent care co-pay (not applied to the deductible)
- \$40 – Chiropractic care co-pay (not applied to the deductible)
- \$125 – ER co-pay (not applied to the deductible)

Section 3: The Board shall not be required to provide health insurance coverage to an employee who is under another health insurance plan or policy. The employee must certify that he/she is not knowingly covered under

another health insurance plan or policy which is at least comparable to that provided by the Board.

Employees who cannot withdraw from coverage under the other policy may request the Board and Association to permit coverage under the Board's health insurance plan.

Employees who are discovered to have provided false certification shall immediately be removed from the Board's health insurance plan and shall not be eligible for the option to health provisions of this Agreement for the remainder of the fiscal year.

Section 4: If an employee does not elect health insurance coverage, the following amounts shall be paid in cash or applied toward a tax-sheltered annuity for said employee:

| <u>COVERAGE ELIGIBILITY</u> | <u>ANNUAL AMOUNT</u> |
|--|----------------------|
| Drop all three (health, dental & vision) | \$1,500 |
| Drop health only | \$1,200 |

Employees must declare their option during the open enrollment period.

Section 5: The above health insurance-related benefits (Section 2 through 4) may be prorated based on the employee's percentage of employment.

Section 6: The Board shall provide dental insurance for employees meeting the eligibility requirements of the insurance company as shown below:

| | | |
|--------------|---|-----------------------------------|
| Diagnostic | - | 75% \$1,200 yearly limit. |
| Restorative | - | 75% \$1,200 yearly limit. |
| Prosthesis | - | 75% to lifetime maximum of \$800. |
| Orthodontics | - | 75% to lifetime maximum of \$800. |

Section 7: The Board shall provide for the following optical insurance plans for the life of this Agreement:

Optical insurance comparable to the coverage provided during the 2003 – 04 contract.

Section 8: The Board agrees to pay the premium for an Income Protection Insurance Plan which provides a combined employee income of sixty percent (60%) with a combined maximum of one thousand, three hundred dollars (\$1,300), provided that no employee's regular monthly wages are more than that amount per month of an employee's wages after (60) days of illness or disability to age sixty-five (65).

Section 9: The benefits included in this Article shall be by the way of a fringe benefit with no cash reimbursement to any employee.

- Section 10: In the event that the family status of an employee changes in the course of his/her employment with the Board, it shall be the responsibility of the employee to inform the Board of such change(s) for insurance purposes. This notification shall be made in writing to the Board in order to initiate a change in the existing coverage.
- Section 11: A Section 125 flexible spending plan for health care and dependent care reimbursement will be provided.

ARTICLE XXII
UNIFORMS AND EQUIPMENT

Section 1: A uniform allowance for the purpose of purchasing one (1) jacket and one (1) pair of gloves shall be paid directly to each regular Bus Driver on the payroll at the time of the second pay period in October of each year. The uniform allowance shall be \$100 and shall be paid by separate check.

Section 2: The Board agrees to furnish a garage-type uniform for all twelve (12) month employees. The Board further agrees to pay for cleaning such uniforms, provided the Board has, at any time, the right to designate the person or company to do the cleaning.

The Board shall provide an allowance of ninety dollars (\$90) every two (2) years for the purchase of employment-related footwear. In addition, an Arctic Carrhart jacket or equivalent will be provided every two (2) years. Said reimbursement shall be made during the month of December.

ARTICLE XXIII
EXAMINATIONS AND LICENSES

Section 1: The Board agrees to pay the cost of required physical examination by Board designated physicians.

All employees, who are required to hold a CDL, and/or perform safety-sensitive functions, are required to have an annual physical examination.

If drug screening is part of the examination, it will be done under the guidelines of the Omnibus Transportation Employee Testing Act of 1991, or as may be amended.

Section 2: The Board agrees to reimburse employees for required licenses and tests and time for required road tests.

ARTICLE XXIV
SAFETY

Section 1: Any employee involved in any accident shall immediately report the accident and any physical injury sustained to the Board. The employee, before starting his/her next shift shall make out an accident report in writing on forms furnished by the Board and shall turn in all available names and addresses of witnesses to any accident.

Failure to comply with this provision shall subject the employee to disciplinary action by the Board.

Section 2: Employees shall immediately, or at the end of his/her shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Board and shall be made in multiple copies, one (1) copy to be retained by the employee.

Section 3: In the event that an employee disagrees with the decision of the Director of Maintenance and Operations regarding the safe condition of a vehicle or a piece of equipment, the employee may appeal, in writing, on a form to be provided by the Board, to the Superintendent, or designee. The appeal must be made within one (1) work day of the disagreement.

The Superintendent, or designee, will respond, in writing, within thirty-six (36) hours of receipt of the appeal.

A copy of the response shall be provided to the Association President as well as to the employee.

ARTICLE XXV
GENERAL PROVISIONS

Section 1: All transportation of students and educational-related materials between buildings and student-related activities shall be the responsibility of the employees of this bargaining unit.

Exceptions to this provision may be made in the event the following should occur:

- a. A vehicle to provide such transportation is not available at the time required.
- b. A driver for such required vehicle is not available at the time required.
- c. Additional transportation over and above that which can be supplied by the Transportation Department is required for the moving of materials and student within a particular time period.
- d. Other situations that may arise in which the Board and the Association mutually agree that use of a mode of transportation other than that which can be provided by the employees in this bargaining unit.

Section 2: Despite reference herein to the Board, the Board reserves the right to act hereunder by committee, individual member or designated representative.

Section 3: The Board shall provide less than twelve (12) month employees a "Notice of Intent" form on which the employee will indicate whether the individual will be returning to work for the coming year. The completed "Notice of Intent" shall be returned to the Board on or before the date indicated on the form. Failure to return the form as required will be deemed a resignation by the employee and will be recorded as a "resignation without proper notice" in the employee's personnel file.

Section 4: Employees who intend to return to work and have so indicated on the properly executed "Notice of Intent" form, shall arrange, as instructed on the form, for a physical examination paid for by the Board.

Section 5: An employee who has resigned may be reinstated without loss of accumulated seniority and other employee benefits at the option the Board.

- Section 6: The Board shall notify the employee, in writing, of reinstatement and the date on which reinstatement is effective.
- Section 7: The Board, at its discretion, may pay for travel and registration fees of employees who attend approved conferences and/or workshops which would be of benefit to the Board.
- To qualify for a conference, the employee shall forward a written request to the Superintendent, or designee, detailing the title of the conference, place, dates, cost and how it will benefit the Board.
- Notification of approval or disapproval shall be communicated to the Association President and the employee requesting the conference. The decision of the Superintendent, or designee, shall be final.
- Section 8: When requested by an employee or required by the Board and prior written approval is given by the Superintendent, or designee, the full cost of tuition, fees and books for work-related classes/training, shall be paid by the Board.
- Section 9: The Board and the Association may mutually agree to expedited negotiations within a set time frame or may mutually agree to conduct joint conferences on issues affecting members of the bargaining unit. When mutual agreement is reached, the Board shall pay the hourly rate to the employees, not to exceed the daily time earned by the employee on an average basis and only for the time period mutually agreed.
- Section 10: The parties will meet at least seventy-five (75) days prior to the expiration of this Agreement to begin negotiations for a successor Agreement. However, this time frame may be adjusted by mutual agreement of the parties.
- Section 11: The Board will, upon written request, provide the Association with such statistics or financial information which the Board does not deem confidential, and which the Board may agree is reasonably necessary in connection with the negotiation of collective bargaining agreements succeeding this Agreement. It is understood, however, that the Board will not compile information or statistics not already compiled.
- Section 12: Copies of this Agreement shall be reproduced at the expense of the Board and copies shall be given to the Association in order that it may have one (1) copy for each member of the bargaining unit plus twenty (20) copies for the Association.

ARTICLE XXVI
SEPARABILITY AND SAVING CLAUSE

The provisions of this Agreement shall be subordinate to the applicable laws of the State of Michigan and of the United States and should any provision of this Agreement be deemed or declared to be contrary to law then such provision shall be of no force and effect but other provisions shall be continued in full force and effect.

The illegal Articles/Sections will be subject to renegotiations.

ARTICLE XXVII
WAIVER

The parties acknowledge that during the negotiation, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement.

Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not have been specifically referred to or covered by the Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, unless by mutual agreement.

**TRANSPORTATION Schedule A
2011/2012**

| <i>2011/2012 pay schedule</i> | | | | | |
|--|------|--------------------------|------------------------------|----------|-------------------------------|
| 0% increase for 2011/2012 with a 2% off schedule, lump sum payment made prior to June 30, 2011. | | | | | |
| For employees hired before July 1, 2008 the hourly rate schedules shall be in effect for 2011/2012 as follows: | | | | | |
| Step | Aide | Bus or Utility Driver | Driver Mechanic Helper | Mechanic | State Licensed Mechanic |
| 0 | 9.44 | 16.02 | 17.05 | 17.14 | 19.83 |
| 1 | | 17.53 | 17.79 | \$18.15 | 20.84 |
| 2 | | | 18.52 | 18.86 | 21.55 |
| 3 | | | 19.50 | 19.73 | 22.47 |

| For employees hired after July 1, 2008, the hourly rate schedules shall be in effect for 2011/2012 as follows: | | | | | |
|--|------|--------------------------|------------------------------|----------|-------------------------------|
| Step | Aide | Bus or Utility Driver | Driver Mechanic Helper | Mechanic | State Licensed Mechanic |
| 0 | 9.44 | 14.14 | 17.05 | 17.14 | 19.83 |
| 1 | | 15.15 | 17.79 | 18.15 | 20.84 |
| 2 | | 16.16 | 18.52 | 18.86 | 21.55 |
| 3 | | 17.17 | 19.5 | 19.73 | 22.47 |

ARTICLE XXVIII
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2011, and shall continue and remain in full force and effect through June 30, 2012, as otherwise provided herein. All wage rates agreed to on this date shall commence on July 1, except as otherwise provided herein.

In witness whereof, the parties hereunto set their hands and seals this _____ day of July, 2011.

[Signature] 10-11-11
President Date

[Signature] 10/11/11
Witness Date

[Signature] 10/11/11
Secretary Date

[Signature] 10/11/11
Witness Date

For the Lamphere Transportation and Mechanics Association, MEA/NEA

[Signature] 10/5/11
President Date

[Signature] 10/5/11
Witness Date

[Signature] 10/5/11
Secretary Date

[Signature] 10/5/11
Witness Date

NA
Witness Date

NA
Witness Date

APPENDIX A-1

LETTER OF UNDERSTANDING FIELD TRIPS/EXTRA HOURS

It is agreed upon between the Lamphere School District and the LTMA that all field trips occurring between the hours of 8:45 am and 2:15 pm and are two and one-half (2½) hours or less in length should be posted on the extra hour board per the Master Agreement Article VIII, Section 3g, page 15.

A driver may decline a field trip during the course of their normally scheduled work assignment. If the field trip is less than one (1) hour in duration over their normally assigned work schedule, the driver refusing the trip must understand management may invoke Article VIII, Section F, paragraph 4 if deemed necessary.

This agreement will only last for the time period ending on the last day of each school year. The agreement can be cancelled by either party during this time period and the agreement is without precedent and future prejudice.

Extra hour rotation

The extra hour board rotation shall only be used for time that is at least one (1) hour in length.

When a driver is required to return to work during the mid-day, (early dismissals, etc.), and the actual drive time is less than one (1) hour, the driver is guaranteed one hour's wage. This time shall be added to the extra hour board if a driver other than the regular driver does this time.

When a driver is required to work prior to, or after a regular run or field trip, and this time does not exceed one (1) hour, this time does not affect the extra hour rotation board.