

**AGREEMENT**  
**BETWEEN**  
**HOUGHTON LAKE COMMUNITY SCHOOLS**  
**AND**  
**TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS**  
**LOCAL 214**

**2012 through 2014**

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ARTICLE I  
RECOGNITION

The Employer hereby agrees to recognize Teamsters State, County, and Municipal Workers Local 214 as the exclusive bargaining representative, as defined in Act No. 379, State of Michigan, Public Acts of 1965, as amended, for all employees employed by the Employer in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment:

SECTION 1.1 BARGAINING UNIT

All regular bus drivers and regular transportation aides, but excluding mechanics, substitutes, casual employees working five (5) hours or less per week, and the Transportation Supervisor.

SECTION 1.2 DEFINITIONS

The terms “employee” and “employees” when used in this Agreement shall refer to and include only those regular bus drivers and regular transportation aides who are employed by the Employer in the collective bargaining unit set forth in Section 1.1 for purposes of this Agreement the following definitions are applicable:

1. REGULAR: Operates/assists on a.m. and p.m. routes as regularly assigned work schedule.
2. SUBSTITUTE: On-call individual who performs duties normally assigned employees on an irregular basis in the absence of a regular employee.
3. PART-TIME: Performs duties on a regular basis only a part or portion of a workday or week, but works more than five (5) hours per week.

ARTICLE II  
EMPLOYER’S RIGHTS

It is hereby recognized by all parties hereto that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto 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; the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of the state of Michigan and the Constitution and laws of the United States.

ARTICLE III  
EMPLOYEE RIGHTS AND PROTECTION

Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the law or the applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided in writing elsewhere.

A classification may not be removed from the bargaining unit by merely changing the title.

If the Employer intends on removing a position from the bargaining unit, it will provide ten (10) days advance written notice to the Chief Steward and the Union's Business Representative. The parties will meet to discuss the removal of the position upon request of the union.

ARTICLE IV  
UNION'S RIGHTS

SECTION 4.1 SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Chief Steward and the designated representative of the Employer upon request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of the Employer. A written request for such conference shall include an agenda. Such conference shall not be for the purpose of collective bargaining or to add to, detract from, or modify the provisions of this Collective Bargaining Agreement.

SECTION 4.2 BULLETIN BOARDS

The Union shall be provided with bulletin boards or sections thereof for the purpose of posting union materials. The Union shall also have the right to use the school mails to distribute Union material.

SECTION 4.3 UNION ACCESS

Duly authorized representatives of the Union shall be permitted to transact official Union business on school property provided this shall not interfere with nor interrupt normal school operations.

SECTION 4.4 AGENCY SHOP

As a condition of this agreement all employees included in the collective bargaining unit set forth herein who have completed the probationary period shall either become members of the Union and pay to the Union the dues uniformly required of all Union members, or pay to the Union a legally permissible service fee.

#### SECTION 4.5 UNION MEMBERSHIP

Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the cost of administering and negotiating this Agreement. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit without regard to whether the employee is a member of the Union.

#### SECTION 4.6 CHECK-OFF

During the life of this Agreement, the Employer agrees to deduct Union membership dues or a legally permissible service fee from each employee's pay, provided the employee has filed with the Employer a proper check-off authorization form as supplied by the Union unless such deductions are prohibited by law..

Dues and service fees will be authorized, levied and certified by the Secretary-Treasurer in accordance with the Constitution and By-laws of the Union. Each employee hereby authorizes the Union and the Employer, without recourse, to rely upon and to honor certitudes, furnished by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the deducting such Union dues and service fees. The Employer agrees to provide this check-off service without charge to the employees or the Union.

Upon receiving a properly executed check-off authorization form, the Employer shall deduct dues or service fees, as applicable, from that employee's pay. The Employer shall return all check-off authorization forms to the Union that have not been properly signed by the employee.

Should an employee, for any reason, fail to sign a dues or service fee check-off authorization form, the Union may, at its sole discretion, request that all dues or service fees owed under the Agreement be deducted by the Employer pursuant to MCLA 408.77, MSA 17.2277(7), and other applicable law and without a properly signed authorization.

#### SECTION 4.7 DEDUCTION OF DUES AND SERVICE FEES

Where permitted by law, the deduction of dues and service fees for any calendar month, shall be made from the first pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or service fees. Any change in the amount of deduction for an individual must be submitted in writing to the Business Office by the Union. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of the Local Union not later than the fifteenth (15<sup>th</sup>) day of each month.

In cases where a deduction is made which duplicates a payment all ready made to the Union by an employee, or where a deduction does not conform with the Union's Constitution or By-laws, refunds owed to employees shall be made by the Union.



The Union shall notify the Employer in writing of the proper amount of dues and service fees and any subsequent changes in such amounts.

The Union agrees to indemnify and save the District, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability which may arise out of or by reason of action taken by the District or its agents in complying with this Article.

## ARTICLE V REPRESENTATION

### SECTION 5.1 RECOGNITION OF STEWARDS

The Employer agrees to recognize one (1) Chief Steward and one (1) Alternate Steward whose duties shall be limited to the administration of this Agreement, including the investigation and processing of grievances. Not more than one (1) Steward shall be involved in each situation.

### SECTION 5.2 SUPER SENIORITY

For the purposes of layoff and recall only, the Chief Steward shall have super seniority, provided the Chief Steward has the ability to perform the work.

### SECTION 5.3 NOTICE OF REPRESENTATIVES

The Union shall furnish the Employer with the name of its authorized representatives and any changes that may occur from time to time.

## ARTICLE VI BARGAINING UNIT WORK

### SECTION 6.1

The Employer agrees supervisors shall not be used to displace employees regularly employed in the bargaining unit except in emergencies when Union employees are not available or have refused to do the work as assigned. For purposes of this provision an emergency shall be defined as a circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.

The Employer will continue its established policy and practice of giving employees a preference for work they have customarily performed over other employees of the district. This will not serve to restrict the district's rights under Section 15 of the Public Employment Relations Act or under Article III of this Agreement.

ARTICLE VII  
DISCIPLINARY PROCEDURE

SECTION 7.1 JUST CAUSE

No non-probationary employee shall be disciplined without just cause. The Board agrees to follow a general policy of progressive discipline. Disciplinary action shall be defined as any reprimand, suspension without pay or discharge. The Board reserves the right to not follow progressive discipline for behavior requiring immediate suspension without pay or discharge.

The discipline and discharge of probationary employees is not subject to the grievance procedure.

SECTION 7.2 DISCIPLINE

1. Employees violating any rule and/or regulation of the Houghton Lake Community Schools shall be subject to discipline imposed through the Transportation Supervisor, Superintendent, or Board of Education.

A. Minor infraction

First Offense – Verbal Warning (documented in personnel file)

Second Offense – Written Warning

Third Offense – Up to discharge

B. Major infraction

By way of illustration and not limitation, any of the following major infractions may result in immediate suspension or discharge:

Insubordination

Theft

Falsifying work-related documents

Failure to notify employer of pending absence from duties

The following major infractions will lead to discharge and that such actions are not subject to the grievance procedure.

1. Failure to pass required tests for drugs and alcohol, a failure to report for testing or refusing to submit to testing
2. Substance abuse/use of prohibited beverages or substances
3. Sexual harassment
4. Criminal activity
5. A loss of required licensure or the insurance company refusing to insure a driver

2. Discipline shall be utilized as a corrective measure by the Employer where appropriate to the situation, and conducted so as to assure privacy to the employee consistent with the Open Meetings Act and the Freedom of Information Act. Investigatory interviews attempting to determine the need for discipline shall be conducted only if the employee upon request is given the opportunity to have a Union Steward present.
3. Complaints alleging employee misconduct shall be processed as follows:
  - A. Anonymous report – Employee to be notified
  - B. Verbal reports identifying complainant – employee shall be notified of the facts as alleged as soon as practical
  - C. Written reports formalized by complainant's signature shall be copied to the employee
  - D. The Employer shall investigate alleged misconduct before taking disciplinary action if same is supported by fact
  - E. Any written record pertaining to employee conduct must be copied the employee for purposes of explanation and/or rebuttal

### SECTION 7.3

At the request of an employee, the employee will be permitted to discuss his/her discipline or discharge with his/her Steward. At the request of the Steward or employee, the supervisor will meet with the Steward and employee prior to the employee being required to leave the facility in the instance of suspension or discharge.

Unless restricted by this agreement, discipline or discharge grievances shall be filed at Step 2 of the Grievance Procedure within ten (10) days of the discipline.

### SECTION 7.4 REPRESENTATION

An employee shall be entitled to have present a representative of the Union during any meeting which leads or may lead to disciplinary action. When a request for such representation is made no action shall be taken with respect to the employee until such representative of the Union is present. Should disciplinary action likely occur at a given meeting the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

### SECTION 7.5 PERSONNEL RECORD

No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material or is given a copy of the material. Complaints against the employee shall be put in writing, if deemed necessary, with administrative action taken and remedy clearly stated. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in an employee's file the

affected employee shall review and sign said material and be given a copy of same. Such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations written or oral shall be based in part on the contents of the employee's personnel file.

#### SECTION 7.6 PERFORMANCE EVALUATIONS

A bargaining unit member shall be notified, in advance, in writing, of the purpose of a meeting where an unsatisfactory rating and/or disciplinary action is contemplated and shall be entitled to have a Union representative present.

### ARTICLE VIII GRIEVANCE PROCEDURES & ARBITRATION

#### SECTION 8.1 GRIEVANCES

A claim or complaint by a bargaining unit member or group of bargaining unit members or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided.

- STEP 1. In the event that a unit member or the Union believe a grievable incident has occurred, the member or the Union shall request a meeting with the supervisor involved within five (5) working days of the occurrence of such grievable incident or the grievant's knowledge of the occurrence. The supervisor will schedule a meeting on the grievance within five (5) working days of such request. The supervisor or designee shall answer the complaint or grievance within five (5) working days following the meeting. If the grievant is unsatisfied with the answer or the supervisor fails or refuses to provide such meeting within five (5) days of the request, the claim or complaint may be formalized in writing as provided hereunder.
- STEP 2. A formalized grievance shall be submitted, in writing, within ten (10) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Union.
- STEP 3. If the Union is not satisfied with the disposition of the grievance at Step 2 or if no disposition has been made within five (5) days of receipt of the written grievance, the grievance shall be transmitted to the Superintendent within five (5) days of the receipt of the Step 2 answer. Within ten (10) days after the grievance has been so submitted, the Superintendent shall meet with the Union on the grievance. The Superintendent, within five (5) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Union and the grievant(s).

STEP 4. Either party may request the services of a state mediator (Department of Consumer and Industry Services – Bureau of Employment Relations) if resolution to the grievance has not been met after Step 3. Time limits shall be waived and meeting date predicated on the state mediator's availability.

STEP 5. If the Union is not satisfied with the disposition of the grievance at Step 3 or 4 (if applied) or if no disposition has been made within the period above provided, the Union may, within forty-five (45) calendar days of the Step 3 deadline, submit the grievance to arbitration.

If the Union needs additional time before determining to proceed to arbitration, the Union shall upon written notice to the Employer, be granted an additional fourteen (14) calendar days.

## SECTION 8.2 MISCELLANEOUS CONDITIONS

1. The term "days" when used in this Article shall mean workdays except where otherwise provided. Time limits may be extended by mutual written agreement. (Workdays defined as Monday through Friday, including during the summer months, excluding holidays or school closure day therein.)
2. It is expressly understood that no grievance arising subsequent to the expiration date of this Agreement, or written extensions thereof, shall be arbitrated absent mutual agreement between the parties.
3. Grievances filed as Union grievances or pertaining to suspension/discharge may, at the option of the Union, be initiated at Step 3 of the grievance procedure.
4. For the purpose of assisting a bargaining unit member or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Employer shall permit a Union representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the employer which pertain to an affected bargaining unit member or any issue in the proceedings in question. Confidential letters of reference and other confidential information secured from sources outside the school system shall be excluded from inspection.

## SECTION 8.3 SELECTION OF AN ARBITRATOR

The Union and the Employer shall, by mutual agreement, select one (1) arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator, the arbitrator shall be selected from a panel of arbitrators from the State of Michigan whose names shall be obtained through the Michigan Bureau of Employment Relations. If either party so requests, a second list of arbitrators may be obtained.. If the parties are still not satisfied with the list, a third list, if allowed by the Bureau, may be requested. Each party shall then alternately strike a name with

the remaining name to serve as the arbitrator. The parties will alternate the initiation of the striking process with each successive grievance. Individuals may not arbitrate a grievance

#### SECTION 8.4 ARBITRATOR'S FEES

Full fees and expenses of the arbitrator shall be equally by the parties. However, if either party cancels the arbitration, that party shall be responsible for the cancellation fees as charged by the arbitrator. The grievant, or a representative of the grievant, and the Steward shall be allowed to attend the arbitration without loss of pay. In the case of a class action grievance, the Steward shall be recognized as the grievant. Each party shall compensate its own witnesses.

#### SECTION 8.5 POWER OF THE ARBITRATOR

The Arbitrator shall have no power or authority to:

rule on any issue previously barred from the scope of the grievance procedure;

add to, subtract from, or otherwise modify the express terms and conditions of this Agreement;

award compensatory or punitive damages;

issue a back pay award for any amount in excess of lost hourly pay rates nor for a period to exceed twenty (20) days prior to the date the grievance was filed;

establish wage schedules;

rule on the contents of an evaluation;

interpret law or issue a ruling on a subject where the grievant is seeking relief under a procedure prescribed under law. (e.g., Wage and Hour, E.E.O.C., M.E.R.C., etc.);

review grievance of probationary employee; or

decide to layoff staff.

#### SECTION 8.6 DECISION OF THE ARBITRATOR

There shall be no appeal from the Arbitrator's decision, and it shall be binding on the Employer, the Union and the grievant(s) (if the Arbitrator has not exceeded his/her authority), and shall be subject to the right of the Employer or the Union to judicial review.

ARTICLE IX  
SENIORITY

SECTION 9.1 SENIORITY DEFINITION

Seniority shall be defined as length of continuous service in the employ of the Board commencing with the date of last hire in this bargaining unit.

Unless stated otherwise elsewhere in this agreement, seniority will not accumulate during periods of unpaid leaves or layoff.

SECTION 9.2 PROBATIONARY EMPLOYEES

All new employees shall be considered probationary until they have worked for the Board for ninety (90) days.. During this probationary period employees will have no seniority status. At the end of the probationary period the employee will be entered on the seniority list as of his/her last date of hire in the unit. During the probationary period the employee may be disciplined, up to and including discharge, by the Board at the Employer's discretion. Such discipline shall not be subject to the grievance procedure.

SECTION 9.3 LOSS OF SENIORITY

Seniority and employment rights within the unit shall be lost under the following conditions:

1. If the employee quits or is discharged and such discharge is not reversed through the grievance procedure or arbitration
2. Absence from work without notification unless the employee can show resonable cause why the notice could not be given
3. Failure to return to work within ten (10) days of receiving a recall notice following a layoff
4. Failure to return to work at the expiration of a leave of absence
5. Retirement
6. Transfer out of the bargaining unit
7. Falsification in connection with obtaining a leave of absence
8. Laid off for one (1) calendar year

SECTION 9.4 SENIORITY LIST

The Employer shall prepare, maintain and post a seniority list. The current seniority list shall be posted conspicuously in the transportation office as updated by October 31 of each year. Within ten (10) days of posting the list, any objections to the list shall be filed. Thereafter, the list shall be final and conclusive. The Chief Steward shall be furnished said list and subsequent revisions thereto.

SECTION 9.5 TIE BREAKER

Same date of hire situations shall have individual seniority determined by use of test scores obtained from attendance of beginning bus driver school. High score establishes seniority preference.

Transportation Aides and all other same date of hire situations shall be resolved by a drawing of numbers, number one being higher seniority, and so on down.

ARTICLE X  
REDUCTIONS IN PERSONNEL, LAYOFF AND RECALL

SECTION 10.1 LAYOFF DEFINED

Layoff shall be defined as a planned reduction in the workforce beyond normal attrition.

SECTION 10.2 NOTICE OF LAYOFF

No employees shall be laid-off with less than ten (10) working days' notice, except in an emergency. .

SECTION 10.3 LAYOFF PROCEDURE

In the event of a reduction in the workforce becomes necessary, the following order of reduction shall occur:

1. Probationary employees;
2. Least seniority status employees within the classification.

It is understood that this order of layoff carries inherent requirements of meeting qualifications. In no case shall a new employee be utilized by the Employer to perform bargaining unit work while there are laid off employees who are qualified for the work in a vacant or newly created position.

SECTION 10.4 BUMPING

Employees whose positions have been eliminated due to reduction in workforce or who have been affected by a layoff shall have the right to assume a position for which they are qualified within a former classification covered by this Agreement which is held by the least-senior employee.

SECTION 10.5 SUBSTITUTE DRIVING IN LIEU OF LAYOFF

A laid-off employee shall, upon application and at his/her option, be granted priority status on



the substitute list according to his/her seniority. Laid-off employees may continue their health and life insurance benefits by paying the regular monthly per-subscriber, group rate premium for such benefits to the Employer as approved by the insurance company and the current law.

#### SECTION 10.6 RECALL FROM LAYOFF

Laid-off employees shall be recalled in reverse order of layoff to any position for which they are qualified and licensed within the classification. Employees shall retain recall rights for one (1) year following layoff.

#### SECTION 10.7 NOTICE OF RECALL

Notices of recall shall be sent by certified mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least ten (10) calendar days from receipt of notice, excluding Saturday and Sunday to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work provided the employee reports within ten (10) day period. Employees recalled to work in their former classification are obligated to take said work. An employee who declines recall, shall forfeit his/her seniority rights.

### ARTICLE XI VACANCIES, TRANSFERS AND PROMOTIONS

#### SECTION 11.1 VACANCY DEFINED

A vacancy shall be defined as a newly created position or a current position that is not filled. If the Employer chooses not to fill the vacancy they shall notify the Union within ten (10) days from the time the position becomes vacant.

#### SECTION 11.2 POSTING

The Board agrees to post, on employee bulletin boards maintained for such purposes, all vacancies and long-term job openings covered by this Agreement for a period of three (3) working days prior to a permanent filling of these vacancies. The Chief Steward will receive a copy of all job openings covered by this Agreement. No employee assignment changes will occur until all bids are made and positions thereto are filled.

#### SECTION 11.3 FILLING OF VACANCIES

During the three (3) day posting period as stated above any bargaining unit employee may apply in writing for any vacancy within their classification. The employee with the most seniority will be awarded the position.

To avoid a “domino effect,” employees may not bid for “same time” vacancies, i.e., an employee with an assigned function entailing three (3) hours is not eligible to bid on a three(3) hour vacancy occurring during a given school year.

#### SECTION 11.4 RESTRICTED BIDDING

Administration may restrict employees from bidding during the school year for a route that is less than thirty (30) minutes per run longer than the employee’s current route. This restriction would be in order to prevent costly break-in periods and the disruption of successive bidding and vacancies. Employees denied a job opening under this provision may re-bid the job prior to the beginning of the next school year.

#### SECTION 11.5 INVOLUNTARY TRANSFERS

The parties agree involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases, involuntary transfers will be affected only for cause.

#### SECTION 11.6 DRIVING ROUTES

All bus driving runs, including the regular morning pick up and night take-home, shuttles, etc. will be posted and bid according to seniority. The bidding meeting will be announced in advance, and employees must be present to bid unless he/she has made arrangements with the supervisor. Shuttles shall be defined as the transport of students between educational facilities.

The Employer shall post regular routes for bid once per year. Such bid shall be as follows:

1. During the 4<sup>th</sup> week of August a safety meeting will be held to hand out new student lists with any changes for the coming school year. Every driver will drive the route they bid on the previous year. In the 3<sup>rd</sup> week of school all routes will be timed. In the 4<sup>th</sup> week of school the Employer shall post for bid all regular routes, shuttles, etc. and conduct a meeting where employees shall bid for available work.
2. The notice of bid for such routes shall include the detail of the route, expected time to complete the route, and a notation of any changes in the route(s) since the end of the preceding school year.
3. Bargaining unit members shall select routes, shuttles, etc. in order of seniority with the most-senior employees selecting first within their classification, subject to the employee’s ability to perform bid routes, shuttles, etc. within the confines of safe and efficient operations.
4. Drivers shall be paid for all time worked, plus thirty (30) minutes per day as compensation for pre-trip inspections, clean-up, or other duties. An additional fifteen (15) minutes paid per day for drivers and transportation aides shall cover student discipline conferences and miscellaneous duties.

5. Any low seniority driver who cannot bid a route will be re-classified as a substitute (until a route becomes available), and maintain their seniority with the Employer for purposes of re-entry into their classification as held prior to their loss of route.
6. Should the established route time be reduced due to changes in the number and/or location of students after the route has been bid, the driver shall be paid for all time worked, but not less than the amount of time posted for the route noted in "2" above when the driver bid on the route. Provided, however, the Employer reserves the right to add additional driving work to the route in order to restore the time lost due to such changes.
7. Notwithstanding the one-half (1/2) hour provision, any change to an established route which impacts a health insurance benefit shall be offered to the senior employee as eligible.
8. A minimum of two and one-half (2 ½) hours per day shall be paid to all employees covered by this Agreement.
9. Employees in their bus(es) and on their route(s) shall receive one (1) hour's pay if called back due to delay/cancellation of that school day.
10. Employees shall be paid as if worked for the first thirty (30) hours of school closure, due to Act of God situations, in any school year. Thereafter, employee shall only be paid on the make-up day.

#### SECTION 11.7 EXTRA WORK - FIELD/ SPECIAL/ OVERNIGHT & SUMMER TRIPS

##### 1. FIELD TRIPS

- A. Field trips will be considered as any extra trip in addition to a driver's normal daily run, which takes more than three (3) hours. Such field trips will be assigned on a straight rotation basis to regular drivers who have indicated a desire to participate
- B. The rotation will begin on a seniority basis with the driver with the most seniority having the first opportunity "not to exceed forty (40) hours weekly"
- C. All drivers must sign the field trip list within the first five (5) days of school to be eligible for trips, except for a new regular driver who has one (1) full week of school to sign up
- D. If a driver declines the opportunity for a field trip when his/her turn comes up, the refusal will be so noted, and the trip will be assigned to the next driver. The driver who declined will then miss the opportunity until the rotation cycle is completed
- E. Each driver who accepts a trip is expected to take the assigned trip. Should an emergency arise and a driver be unable to drive the field trip, an attempt will be made to assign the trip to another driver on the rotation basis
- F. If a field trip is cancelled after being assigned on the regular rotation, the next unassigned trip will be assigned as a replacement for the trip cancelled

- G. A master chart will be developed for the purpose of keeping the rotation record. This chart will be kept on the bulletin board in the transportation office
- H. Trading of “posted” trips will be allowed with permission of Transportation Supervisor. There will be no trading of un-posted or “future” postings
- I. Chaperones, teachers and aides are expected to help supervise student behavior on field trips. The bus rules used for regular routes will apply to all field trips although teachers and aides may be present on field trips, the driver is ultimately in charge of bus safety. Exceptions to eating/drinking rules may be authorized by the Transportation Supervisor
- J. A refusal will not be charged for two (2) trips on the same day or if less than twenty-four (24) hours’ notice of an available trip is given. A refusal shall not be charged if a driver is off on an approved day off. When a trip is selected and then the driver assigned to the trip cancels within twenty-four (24) hours of said trip, the next driver in the rotation may select to accept the trip and would still be the next driver in rotation for the upcoming trips
- K. The Board shall have the right to deny a driver an extra trip (e.g., field trips, special trips, overnight trips, summer trips) if the driver would be eligible to receive overtime compensation for the week if awarded the extra trip. Therefore, the Board may deviate from the procedure for selecting or assigning drivers for extra trips in situations where the driver would be eligible for overtime compensation if assigned the extra trip
- L. Late refusal of a field trip, less than 24 hours’ notice to the Employer, will allow the Employer to assign a qualified non-bargaining unit employee to this work assignment

## 2. SPECIAL TRIPS

- A. Special trips will be considered as any trip less than three (3) hours long. Such trips will include, but not be limited to, bowling, play rehearsals, short class trips, etc.
- B. A list of regular drivers who have indicated a willingness to take special trips will be set up on a seniority basis. After the list has been established, the assignment of runs will be on a straight rotation basis the same as the field trip procedure
- C. These trips do not count against the field trip roster
- D. A chart will be developed for the purpose of keeping the rotation record and kept on the bulletin board in the transportation office. A driver must sign the field trip list the first five (5) days of school to be eligible for trips. No names will be accepted after this date, except in the case of a new regular driver
- E. Special trip sign-up will be treated the same as field trip sign-up

## 3. OVERNIGHT TRIPS

- A. Overnight trips will be assigned on a straight rotation basis to regular drivers as their names appear on the field trip list beginning at the top of the list, with the driver having the greatest seniority having the first opportunity, and proceeding down the list as additional opportunities arise. Such trips will be rotated on an

annual basis, starting over each school year. These trips will be posted for five (5) days. Drivers will be paid at their field trip rate for up to sixteen (16) hours per day, per twenty-four (24) hour period for overnight trips

- B. Accommodations provided to employee(s) by the Employer shall be separated from passengers to assure sufficient undisturbed rest to the employee(s)
- C. Double occupancy for same gender employees may be provided by the Employer
- D. Meal allowance is as follows:

1.	Breakfast	\$ 7.50
2.	Lunch	\$10.00
3.	Dinner	\$15.00

Employees will be reimbursed within two (2) weeks of the employee submitting receipts to the Employer

#### 4. SUMMER TRIPS

- A. Summer Trips fall outside of the “school year” and are defined as the same as a “Field Trip,” a one (1) day event
- B. Those drivers desiring to participate in summer trips will be given an opportunity to sign up prior to the end of the school year, and assignments shall be based on seniority, subject to the provisions applied to “Field Trips”

#### 5. SUMMER ROUTES

- A. Summer Routes fall outside of the “school year,” and are defined as being scheduled for two (2) or more days in duration
- B. Those employees desiring to participate in summer routes will be given an opportunity to sign up prior to the end of the school year, and assignments shall be based on seniority, subject to the applicable provisions outlined in Section 11.6, “Driving Routes”

- 6. The hourly rate for extra work is listed in the salary schedule, Appendix “A,” paid at the employee’s regular rate.
- 7. Extra work of six (6) hours or more in duration will qualify for up to a seven dollars and fifty cents (\$7.50) meal reimbursement, except for overnight trips as already provided in Subsection 3 above. Employee will submit meal receipt.
- 8. Cancellation of extra work assignment on non-scheduled school days, without a minimum of three (3) hours’ advance notice to the affected employee, will result in two (2) hours’ pay to the driver/aide.

ARTICLE XII  
PAID LEAVE

SECTION 12.1 SICK LEAVE

1. Use of:
  - A. Personal illness
  - B. Up to three (3) days per year for illness in the immediate family, i.e., persons regularly domiciled in the home of the employee. Exception to the “immediate family” definition may be granted by the Supervisor
  - C. Up to five (5) days for the death of spouse, father, mother, child, sibling, grandchildren, and similar in-laws, or step-family members

2. Accrual:

Employees will be credited each year with twelve (12) sick leave days.

If off on an extended non-duty injury or illness, the accrual of sick leave will cease after the first full month of such injury or illness related leave.

If hired or recalled during the year or otherwise not working the entire year the days will be prorated.

3. Bank/Payout:

- A. After fifteen (15) years of service to the Houghton Lake Schools, payout upon retirement under the Michigan Public School Employees Retirement System as follows:
  1. Up to and including one hundred sixty (160) days at twenty-five dollars (\$25) per day. This will apply to employees hired on or after November 30, 1987
  2. Four thousand, six hundred and five dollars (\$4,605.00) and ten dollars (\$10.00) per day for up to one hundred forty (140) days of accrued paid leave. This will apply to employees hired prior to November 30, 1987
- B. Employees retiring under the Michigan Public School Employee Retirement System after ten (10) years of service to the Houghton Lake Schools and less than fifteen (15) years shall be paid ten dollars (\$10.00) each for banked days up to a maximum of one hundred sixty (160) days.

## SECTION 12.2 PERSONAL BUSINESS

1. Use of:
  - A. No usage during first or last ten (10) days of each school year
  - B. No usage the day immediately before or after a regularly scheduled school closure
  - C. May be used in half (1/2) day increments
  - D. Exceptions to the use of the above provisions may be made by the Superintendent
  
2. Accrual:
  - A. Each employee will be credited with three (3) personal business days at the beginning of each school year
  - B. Unused credited time may be added to the employee's sick leave bank

## SECTION 12.3 WORKER'S COMPENSATION LAW

1. The Employer shall provide Worker's Compensation for all employees covered by this Agreement, in accordance with Michigan State law. All regular employees injured on the job shall be covered as follows:
  - A. Seniority shall continue to accrue under Worker's Compensation benefits
  - B. The Employer shall continue to pay the employee's full hospitalization, life, and eye and dental insurance benefits for twelve (12) months during said injury
  - C. Accrued paid leave credits may be used to make up the difference in the eighty percent (80%) coverage afforded by the carrier and the employee's normal weekly wage schedule

## SECTION 12.4 JURY DUTY

1. Any employee who serves on jury duty will be paid the difference between their court compensation for this service and their regular pay
2. Vehicle use and mileage allowance payment shall not be calculated as a part of the "court compensation"
3. The employee must submit proof of service and payment for same to be eligible for this benefit
4. Employees released early from jury duty will contact his/her supervisor to determine whether he/she should return to work

ARTICLE XIII  
UNPAID LEAVE

SECTION 13.1 REQUEST FOR UNPAID LEAVE

1. Written application to be submitted by the employee to the Superintendent at least two (2) weeks in advance of need for purposes specified in this article only.
  - A. A written response to the request from the Transportation Supervisor and/or Superintendent shall be given within one (1) week after application is made
  - B. Exception in case of emergency shall be granted
  - C. Only non-probationary employees shall be eligible for leaves of absence
  - D. The Superintendent has the discretion to deny a leave of absence, except as provided by law
  
2. Use of Leave:

Leave of up to ten (10) days (consecutive or non-consecutive) may be authorized in any school year.

  - A. Seniority preference shall be given to applications made within the first thirty (30) working days of each school year
  - B. Thereafter, a first made/first served basis shall apply
  - C. No more than two (2) employees may utilize the same leave time period
  - D. A posting of leave, as granted, shall be maintained showing name, date of application, dates of leave
  - E. Seniority shall continue to be accrued during leave
  - F. Premiums for fringe benefits such as health, dental, and optical insurance will be pro-rated during this leave. After the sixth (6<sup>th</sup>) day such leave day is utilized, the employee shall reimburse the Employer on the basis of time utilized for unpaid leave
  - G. Minimum use shall be in one (1) workday increments
  
3. Medical (prolonged illness of employee or spouse or child residing at home or child care.
  - A. Submittal of written request giving reason and best estimate of return to work date, accompanied by medical documentation, if pertinent
  - B. Premiums for fringe benefits such as health, dental, and optical insurance will be the responsibility of the employee and must be paid in advance after sixty (60) days on such leave
  - C. If an employee fails to return to work on his/her own volition, the employee shall reimburse the District for such premiums paid by the Employer



4. Military

- A. Indoctrination into any branch of military service shall be recognized as an authorized leave from this Employer's employment
- B. Reinstatement of employment with this Employer will be governed by federal law, addressing the rights thereto

5. Return from Leave

Upon return to work from unpaid leave, pursuant to this Article, the employee will be returned to the position held upon grant of leave, if available. If not, the employee will be returned to a position reflecting their seniority entitlement, if an opening in their classification is available.

6. Extension of Leave of less than one year

Leaves of less than one (1) year may be extended by the Employer for up to the one (1) year maximum. Written request for extension to be made with sufficient notice in advance of need to be considered by the Employer, prior to the expiration of leave date.

7. Any employee who does not report back to work upon the expiration of his/her leave of absence (unless there is an approved extension of the leave of absence) or who accepts other employment while on leave from the district, will be conclusively deemed to have terminated his/her employment through voluntary resignation.

ARTICLE XIV  
INSURANCE COVERAGE

SECTION 14.1 LIFE INSURANCE

1. The Employer will provide a twenty-five thousand dollar (\$25,000.00) (term) policy for employees working twenty (20) hours or more with an accidental death and dismemberment double indemnity clause. Said sum payable to the employee's heirs, estate, or assigned recipient should the employee predecease retirement. The cost of the term life plan will not be factored into to computations in Section 14.2(3) below.

SECTION 14.2 INSURANCE (MEDICAL, DENTAL, VISION AND PRESCRIPTION)

The Employer will provide medical (with prescription coverage), dental and vision as follows:

Health:           Priority Health POSA  
                      \$10/\$40 drug co-pays (3 months for 1 co-payment available by mail)  
                      \$20 office visits \$35 specialist visits  
                      Unlimited lifetime maximum coverage  
                      Unlimited preventative care

Dental: Principal 100/100/80  
\$1,000 per person per year maximum  
\$1,500 child orthodontia lifetime max

Vision: Self-funded by district benefits match VSP2

1. A. For employees hired on or before 12/31/02, the premium will be paid as follows up to the limits in Section 3.

<u>Hours of Work One (1) Week</u>	
less than 12	Not available
at least 12 but less than 20	75% Employer paid/25% Employee paid either Plan A or B
20 or more	100% Employer paid Plan A or B

- B. For employees hired on or after 1/1/03, the premium will be paid as follows up to the limits in Section 3.

<u>Hours of Work One (1) Week</u>	
less than 12	Not available
at least 12 but less than 20	Plan B 100% employer paid only- includes dental, optical and cash option
20 but less than 30	(Plan A \$75% Employer paid/25% Employee paid) or (Plan B 100% employer paid)
30 plus	100% Employer paid Plan A or B

- C. Employees hired into the bargaining unit after October 1, 2012 are not eligible for any insurance benefits under this article.

2. Non-participants eligible for health insurance and those covered by section 1-b above working at least twelve (12) but less than twenty (20) hours shall receive \$200 month which can be retained as cash or expended in whole or in part on available tax exempt or tax deferred options available in the Business Office.

3. BOARD CAP ON INSURANCE PREMIUMS

The District shall not incur costs in excess of the following monthly rates for all

insurance premiums and other costs (i.e. deductibles, state utilization tax, dental and vision, third party administrator charges, etc.) for any employee. Any costs in excess of these amounts are the responsibility of the employee and will be payroll deducted as a condition of this agreement:

For Those Electing Health Care

<u>Subscriber Category</u>	<u>Toward Health Care</u>	<u>Toward Vision and Dental</u>
Full Family	\$1,157.63	-0-
Two Party	\$ 916.67	\$157.49
Single	\$ 458.33	\$ 87.64

If afforded under the rules and regulations of the underwriters of the dental and/or vision plans:

1. Full family enrollees in health care may elect not to enroll in the dental and/or vision plans to avoid out of pocket withholdings for those plans
2. Two party or single subscriber enrollees in health care may elect not to enroll in the dental and/or vision plans. if electing to do so, the savings may be applied toward the health care plan monthly costs provided a) the transfer of those funds does not exceed the maximum afforded under Section 3 of Public Act 152 of 2011 for the employees subscriber category and b) if there are residual funds due to the limitations in the Act, the residual will be retained by the district

If the rules and regulations of the underwriter(s) change in the future to prohibit eligible employees from declining enrollment in the dental and/or vision plans, employees will no longer be afforded the option of dropping enrollment in dental and/or vision and those who have dropped prior to the change must reenroll.

If the rules and regulations of the underwriter(s) establish a maximum number of eligible employees district-wide who can decline enrollment in the dental and/or vision plans and that maximum changes (currently 75% on the dental plan district-wide, etc.), no more than the new maximum will be permitted the option of dropping enrollment if the percentage allowed the option to decline enrollment decreases (i.e. from 75% to 85% enrollment minimums), the last eligible employees to have elected to drop enrollment must reenroll.

For Those Eligible but not Electing Health Care

The district will pay the full cost of premiums unless a proration is required under Section 14.2(1) above.

4. The Employer retains the right to change the health, dental, group term life and optical insurance carriers if reasonably comparable coverage is maintained.

ARTICLE XV  
HEALTH EXAMINATION

Employees shall possess and maintain sufficient good health, both physical and mental, to adequately perform their respective duties.

No bus driver shall be considered a permanent employee until a satisfactory report of physical examination has been furnished to the Employer by an Employer approved physician. The Employer shall pay the full cost of all physical examinations which an employee is required by law to submit to.

The Employer shall have the right to require that an employee submit to a physical or psychiatric examination at the request of the Superintendent as a condition of continued employment to determine the employee's continued medical fitness for his/her job. The cost of any such examinations shall be paid by the Employer, and the employee shall not suffer lost time as a result of such requirement.

Bus driving applicants who are accepted for employment and complete ninety (90) days of employment will have the expense of their physical examination reimbursed, provided they have been to a Board approved physician.

ARTICLE XVI  
HOURS OF WORK

SECTION 16.1 OVERTIME

Payment for more than forty (40) hours per week will be at one and one-half (1 ½) times the hourly rate for all hours worked beyond forty (40) hours.

SECTION 16.2 EXTRA WORK

Extra work resulting in overtime shall be computed by adding the employee's regular hourly rate and the rate paid for the extra work, dividing that figure by two (2), and paid at one and one-half (1½) times the resulting quotient.

ARTICLE XVII  
DUTIES AND RESPONSIBILITIES OF EMPLOYEES

SECTION 17.1 EXAMPLES OF RESPONSIBILITIES OF THE BUS DRIVER

- A. To maintain discipline on the bus at all times
- B. To pick up or discharge pupils only at the designated stop, except when a pupil has an authorized bus pass

- C. To take all the necessary precautions for the safety and welfare of the passengers while they are on the bus
- D. If an accident occurs, to take care of the injured first, report to the police and the Transportation Supervisor, and then secure the necessary information regarding the other vehicle and driver
- E. To obey the traffic laws of the state
- F. To secure the necessary license to drive a school bus in the State of Michigan
- G. To report immediately any defect in the vehicle
- H. To be neat, clean, of good moral character, and to treat each individual with dignity and respect
- I. Provide a current rider list and route map whenever changes are made
- J. To keep the bus clean inside
- K. To perform the required daily checklist each day
- L. To be on time, notify the Transportation Supervisor in advance if you are unable to drive your route
- M. To try to pick up students at approximately the same time each day
- N. To not leave the bus while the motor is running and students are on the bus, or leave the keys in the vehicle while unattended by the operator
- O. To keep ample fuel in the bus to complete the route
- P. Use approved hand signal prior to permitting students to cross in front of the bus

#### SECTION 17.2 EXAMPLES OF TRANSPORTATION AIDE RESPONSIBILITIES

- A. Job Assignment
  - 1. Needs to be compatible with “special needs” students
  - 2. Needs to be willing to complete special training sessions as arranged by the Special Education Director and the Transportation Supervisor
- B. When the regular route driver is absent and the Transportation Aide drives in his/her place, the Transportation Aide shall be paid the driver’s wages.

### ARTICLE XVIII NO STRIKE/NO LOCKOUT

#### SECTION 18.1 NO STRIKE COVENANT

The Union agrees during the term of the Agreement it will not encourage, condone, or participate in any strike, slowdown (complete or partial), refusal to perform any work, or any other type of concerted work stoppage. It is agreed such activity is specifically prohibited during the term of this Agreement. It is agreed participation by an employee in such prohibited activity is cause for discipline, including dismissal for just cause.

In the event such prohibited activity occurs, the school district will notify the Union of such, and the Union agrees it will take immediate action to end such prohibited activity.

## SECTION 18.2 NO LOCK-OUT COVENANT

The Employer agrees not to lock out employees during the life of the Agreement. This provision shall not be construed to prohibit the District from sending employees home during a strike by another labor group or by the Union and/or certain of its members in violation of Section 20.1.

### ARTICLE XIX MISCELLANEOUS

1. Salary Schedule (Wages)
  - A. Listed in Appendix "A"
2. Training – Mandatory Meetings – Maintenance Transit
  - A. Training and meetings mandated by the Employer shall be paid at Eight Dollars (\$8.00) per hour
  - B. Maintenance Transits (i.e., non passenger operations for vehicle repair purposes, etc.) shall be paid at the minimum wage per hour
    1. All employees are eligible for this work subject to availability. Assignments by seniority rotation shall be made only during the school year.
3. School year is defined as the first day of school for students to the last day of school for students, inclusive of "make-up" days mandated by the state of Michigan.
4. Breakdown Situations
  - A. Employees shall be paid for all time
  - B. The driver and/or aide of the bus closest to the breakdown shall (has the option to) assist the breakdown by staying with the disabled bus or by transporting the passengers to a completion of their run. The senior employee shall decide which option to invoke
5. School Closing/Delay

The Employer shall make every effort to notify employees of such in advance in order to avoid their unnecessary arrival at the workplace.
6. Licensing Fees
  - A. The Employer will pay fifty percent (50%) of all fees incurred by employees upon completion of state and federal requirements
  - B. Subject to successful completion of probationary period

ARTICLE XX  
LONGEVITY

1. Recognition for years of service as follows: Employees shall receive a lump sum payment (subject to applicable taxes/withholdings) of:

At the start of the 10 <sup>th</sup> year successive to the start of the 14 <sup>th</sup> year	\$ 400.00
At the start of the 15 <sup>th</sup> year successive to the start of the 19 <sup>th</sup> year	\$ 550.00
At the start of the 20 <sup>th</sup> year successive to the start of the 24 <sup>th</sup> year	\$ 700.00
At the start of the 25 <sup>th</sup> year and each successive year	\$ 800.00

ARTICLE XXI  
SEPARABILITY AND SAVINGS CLAUSE

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, and the parties shall enter into negotiations with respect to the impact of such change(s). All other provisions or applications shall continue in full force and effect. Furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relationship of the parties hereunder.

ARTICLE XXII  
DURATION


This Agreement shall be effective upon ratification by the parties and shall remain in full force and effect until June 30, 2014. It shall be automatically renewed from year to year thereafter, unless either party makes written notification to the other of a desire to modify this agreement. Such notice to modify shall be made at least ninety (90) days prior to the above stated expiration date. The terms and conditions of this Agreement shall remain in effect pending completion of the negotiating process.

The change in the number of paid sick leave days will be made effective with the 2013-2014 contract year.

The former level of insurance benefit cost contributions will remain in effect until October 31, 2012 at which time the new contribution limitations will take effect.


Signatures appearing below signify agreement hereto as representatives of:

HOUGHTON LAKE COMMUNITY  
SCHOOL DISTRICT

  
\_\_\_\_\_  
Scott Dunsmore, Superintendent

  
\_\_\_\_\_  
Camie Hansen, Finance Director

TEAMSTERS LOCAL 214

  
\_\_\_\_\_  
Dan Older, Business Agent

Dated: 6-6-13

Dated: 6-6-13



**Appendix "A"**  
**Houghton Lake Community Schools**  
**Salary Schedule (Hourly Rates)**

**BUS DRIVER**

<u>School Year</u>	<u>2012-2013</u>	<u>2013-2014</u>
Start	\$11.71	\$11.71
2 <sup>nd</sup> Year	\$12.31	\$12.31
3 <sup>rd</sup> Year	\$12.96	\$12.96
4 <sup>th</sup> Year	\$13.67	\$13.67
5 <sup>th</sup> Year	\$14.67	\$14.67
Field Trip Rate	\$10.05	\$10.05

Field trips will be paid with deduction of missed regular route hours.

**TRANSPORTATION SUPPORT ASSISTANT (AIDES)**

<u>School Year</u>	<u>2012-2013</u>	<u>2013-2014</u>
Start	\$ 8.09	\$ 8.09
2 <sup>nd</sup> Year	\$ 8.64	\$ 8.64
3 <sup>rd</sup> Year	\$ 8.89	\$ 8.89
4 <sup>th</sup> Year	\$ 9.20	\$ 9.20
5 <sup>th</sup> Year	\$ 9.55	\$ 9.55
Field Trip Rate	\$10.05	\$10.05

Field trips will be paid with deduction of missed regular route hours.

Employees hired into the bargaining unit after October 1, 2012 will start at the second year step.

Employees may elect to be paid through direct deposit or debit card.