

MASTER AGREEMENT

BETWEEN

ALPENA PUBLIC SCHOOLS

and

**MICHIGAN EDUCATION ASSOCIATION –
EDUCATIONAL SUPPORT PERSONNEL/MEA/NEA**

BUS DRIVERS

2011-2013

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ARTICLE I
AGREEMENT

This Agreement is entered into this 20th day of June, 2011, A.D. by and between the Board of Education Alpena Public Schools, Alpena and Presque Isle Counties, Michigan, hereinafter called the "Board" and the Michigan Education Association – Educational Support Personnel, MEA/NEA – Bus Drivers, hereinafter called the "Association" affiliated with the Michigan Education Association, hereinafter call the "M.E.A." and the National Education Association, hereinafter called the "N.E.A."

This Agreement will be effective as of September 1, 2011 and will continue in effect until August 31, 2013.

This Agreement will not be extended orally and it is expressly understood that it will expire on the above indicated date.

ARTICLE II

PURPOSE

A. WHEREAS the Association has been duly selected by a majority of drivers as the exclusive representative of bus drivers for the purpose of dealing with the Board on matters of driver concern;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

B. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined. The Employer and the Association recognize that an emergency manager may be appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate this collective bargaining agreement as provided in Public Act 4 of 2011. This clause is included in this Agreement because it is legally required by state law. The parties did not agree to this provision. By signing this Agreement, the Association does not agree or acknowledge that this provision is binding either on the Association or the Employer. The Association reserves all rights to assert that this clause is unenforceable.

C. The Employer and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Employee, and the Association. The Employer and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement and accordingly have included herein a grievance procedure for the effective processing and resolutions of such disputes.

D. The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. The parties agree that their undertakings in this Agreement are mutual. Any previously adopted policy rule or regulations of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement, except that any economic condition shall in all cases be maintained at not less than the highest minimum standard in effect at the time this Agreement is signed unless specifically negotiated away as stated in this Agreement.

ARTICLE III

RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive collective bargaining representative for all full time and regular part-time bus drivers, regular relief drivers, excluding supervisors, and all other employees.

B. Unless otherwise indicated, the term "employee" when used in this Agreement shall refer to all members of the above defined bargaining unit.

C. Unless otherwise indicated, the term "Board" when used in this Agreement shall refer to the Employer or its management.

ARTICLE IV

ASSOCIATION DUES AND FEES

A. Bus drivers shall, as a condition of employment, pay either Association membership dues or a service fee in an amount established by the Association.

The Board and Association agree that the payroll deduction of membership dues and/or service fees is required as a condition of the collective bargaining agreement. The Board will accordingly deduct the amounts designated by the Association through payroll deduction pursuant to the authority set forth in M.C.L.A. 408.477. The Board will deduct one-tenth (1/10th) of such dues and contributions from the first regular salary check of the bus driver each month for ten (10) months beginning in September and ending in June of each year. Deductions for bus drivers employed after the commencement of the school year will be appropriately prorated. In cases when a deduction is made that duplicates a payment that an employee has already made to the Association, or in any other situation where a refund is demanded by an employee, said refunds are not the responsibility of the Employer once the Employer has remitted all deducted monies to the Association.

B. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or service fee, the Board agrees promptly to remit to the Association those sums collected, along with a list of the names, respective amounts deducted for Employees and, if the dues, assessment, contribution and/or service fee was determined wholly or in part by a percentage formula, the wage amount used to calculate the respective dues, assessment, contribution or service fee.

C. Employees not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies and procedures for contesting the level of Service Fee set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

D. In the event of any legal action against the Employer because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, and agrees to indemnify and save the Board and individual Board members harmless against any and all claims, demands, losses, costs and expenses arising out of or incurred directly or indirectly because of the application, implementation and enforcement of this Article.

E. Upon written authorization from the employee, the Employer shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions to NEA-PAC, MEA-PAC, annuities, credit union, savings bonds, United Fund donations, MEA Financial Services Programs, MPSERS retirement contributions or any other plans or programs jointly approved by the Association and the Employer.

ARTICLE V

ASSOCIATION RIGHTS

A. The Association and its representatives shall have the right to use District buildings at all reasonable hours for meetings provided that when special custodial service is required the Employer may make a reasonable charge therefore. No charge shall be made for use of District rooms before the commencement of the school/business day nor until 6:00 p.m.

B. The MEA-ESP Representative and the Association steward shall be permitted to transact official Association business on District property at all reasonable times provided that this shall not interfere with or interrupt normal school/business operations.

C. The Association shall be the only bus driver employee organization having the right to use school facilities as provided in "A" above and use of appropriate school equipment when arranged in advance with the building principal or administrator. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

D. The Association shall have the exclusive right to post notices of activities and matters of Association concern on the designated bulletin board in the APS Transportation Center. The Association may use the District mail/e-mail service and mailboxes at the APS Transportation Center for communication to Employees.

E. The Board agrees to furnish to the Association, in response to reasonable timely requests, available information concerning financial resources and other appropriate records.

F. The rights granted herein to the Association on behalf of this bargaining unit shall not be granted or extended to any competing labor organization for this same bargaining unit.

ARTICLE VI

EMPLOYEE RIGHTS

A. Pursuant to the Michigan Employment Relations Act, the Employer hereby agrees that every employee shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association or collective negotiations with the Employer, his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

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

C. The employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee. (The non-job-related private and personal life of any employee is not within the appropriate concern or attention of the Employer.)

D. The Employer agrees that it will in no way discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, domain, or physical characteristics.

E. An employee will have the right to review the contents of all records, excluding initial references, of the District pertaining to said employee originating after initial employment and to have a representative of the Association accompany him/her in such review. Other examination of an employee's files shall be limited to qualified supervisory personnel or as required by law. Each file shall contain a record indicating who has reviewed, the date reviewed, and the reason for such review.

F. 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. Complaints against the employee shall be put in writing with names of the

complainants, 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, a copy of said material marked "personnel file" personally given to the employee will serve as notice. All formal requests for recommendations by potential Employers shall be based solely on the contents of the employee's personnel file.

G. Any case of assault upon an employee that is job related shall be promptly reported to the Employer. The Employer will provide legal counsel if warranted to advise the employee of his/her rights and obligations with respect to such assault and shall promptly render reasonable assistance to the employee in connection with the handling of the incident. The Employer will not hinder the employee's right to pursue the incident through law enforcement and judicial authorities.

ARTICLE VII

BOARD RIGHTS

A. The Board hereby retains and reserves unto itself without limitation all the powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan and of the United States, except as expressly limited by the terms of this Agreement.

B. The right to select, assign, hire, schedule, to maintain discipline and efficiency of employees and the right to discipline or discharge is recognized by both the Association and the Board as the proper responsibility and prerogative of management in conformance with the provisions of this contract.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. Definition: A claim or complaint by an Employee or group of (employee(s)) or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance.

B. Hearing Levels:

1. Informal Level:

When a cause for complaint occurs, the affected employee shall within ten (10) workdays of the alleged complaint, request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Association may be notified and representative thereof present with the employee at such meeting. If the employee is not satisfied with the results of the meeting, he/she may formalize the complaint in writing as provided hereunder.

2. Formal Level I:

If a complaint is not resolved in a conference between the affected employee and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted in writing within ten (10) days of the meeting between the supervisor and the affected employee(s). A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within ten (10) 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 Association.

3. Formal Level II:

If the Association is not satisfied with the disposition of the grievance at Level I or if no disposition has been made within ten (10) days of receipt of the grievance, the grievance shall be transmitted to the superintendent or designee. Within ten (10) days after the grievance has been submitted to the superintendent, the superintendent or designee shall meet with the Association on the grievance. The superintendent or designee, within ten (10) days after the conclusion of the meeting, shall render his/her written decision thereon with copies to the Association and the grievant(s).

4. Formal Level III

a. Regular Bus Drivers

If the Association is not satisfied with the disposition of the grievance submitted by a regular driver at Level II, rendered by the

superintendent or designee or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator provided written notice of intention to arbitrate is given the Employer and the American Arbitration Association within twenty (20) workdays following conclusion of Formal Level II. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings.

Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and Employer.

b. Relief Bus Drivers

If the Association is not satisfied with the disposition of the grievance, submitted by a relief driver at Level II, rendered by the superintendent or designee or if no disposition has been made within the period above provided, the Association may submit the grievance to non-binding mediation through the Michigan Labor Relations Board provided that written notice of intent to mediate is given the Employer within twenty (20) workdays following conclusion of Formal Level II.

The mediator shall have no power to mandate a remedy to the grievance nor, shall either party be obligated to follow the recommendation/s of the mediator.

C. Miscellaneous:

1. The term "day(s)" when used in this article shall mean workdays. Time limits provided in this article shall be strictly observed but may be extended by mutual written agreement.

2. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

3. Grievances filed as Association grievances may, at the option of the Association, be initiated at Formal Level II of the grievance procedure, provided the grievance is filed within ten (10) workdays of the alleged violation.

4. If an employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement for all compensation lost. If any employee shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.

5. For the purpose of assisting an Employee or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Employer shall permit an employee and/or the Association representative access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the Employer which pertain to the affected employee or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

6. An employee who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose, limited to the grievant(s), steward and any necessary witness(es).

ARTICLE IX

NO STRIKE/PICKET LINES

A. The Association will not engage in strike action of any kind against the Board during the life of this contract.

B. It shall not be a violation of this Agreement nor shall it be cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a primary labor dispute, if such action could adversely affect the personal safety of the employee and if the Employer does not arrange for the employee's personal safety.

ARTICLE X

CONDITIONS OF EMPLOYMENT

A. Work Year

The normal work year for drivers will be determined by the number of student attendance days in the official school calendar.

B. Work Week

The normal work week for drivers is Monday through Friday unless this is in conflict with the official school calendar. Except at the discretion of the District, a driver shall not exceed forty (40) hours per week including related driver duty time. Where possible, attempts will be made to keep drivers close to 40 hours.

C. Overtime

1. Actual time worked over forty (40) hours per week per the Fair Labor Standards Act will be paid at time and one-half. Driving time on Saturdays will be paid at time and one-half excluding special activity trips. Driving time on Sundays and holidays will be paid at double time excluding special activity trips.

2. A regular relief driver may be denied additional work if the work would result in the relief driver exceeding forty (40) hours in a week total. The Employer will post Employee's daily hours worked broken into a.m./p.m. hours two (2) weeks after the start of each semester.

D. Emergency Call-In

Drivers called in to drive in an emergency situation shall be paid for a minimum of two (2) hours drive time.

E. Inclement Weather

When schools are closed due to inclement weather or when otherwise prevented from operating and these days are counted as days of student instruction, regular drivers and scheduled relief drivers will not be required to report for work and shall suffer no loss of benefits. When Act of God days are rescheduled, drivers will not be paid for unworked days but will be paid for the rescheduled days. In the event school is closed after the driver work day has started and the day is rescheduled, the driver will be paid for the actual time worked with a minimum pay of one hour.

F. Student Discipline

The Employer shall support and assist drivers with respect to the maintenance of control and discipline of students. The Employer shall take reasonable steps to aid the driver with responsibilities with respect to students who are disruptive or repeatedly violate rules and regulations.

G. The Employer will provide to the employee the following:

1. Reimbursement for the cost of licenses or the renewal of licenses required for the employee to perform his/her job.

2. Full cost of medical examination by the District designated physician required for the employee to perform his/her job.

H. Employees shall not knowingly be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

I. No employee shall be required to dispense or administer medication.

J. Guidelines for Relief Drivers

It is agreed that the District should use relief drivers when they are available instead of regular drivers.

1. Regular drivers should not be pulled off their regular route when a relief driver is available.

2. If there is not a relief driver available, a regular driver may be pulled off his/her run.

3. It is the intent to use regular drivers who have the shortest amount of actual driving time to cover for the absent driver if a relief driver is not available.

K. Electronic Communications

1. The District is committed to the effective use of technology as a tool to:

- a. Enhance communications within the District and between drivers.

- b. Increase efficiency of District operations.

2. Internet access on a working computer with a printer will be provided in the bus garage for drivers' use. Drivers must sign the District's acceptable use policy form to receive access to this equipment.

- a. Computers, electronic mail, communication devices, voice mail, and Internet access provided by the Employer are to be used primarily for business and educational purposes.
- b. Personal use of such equipment should be limited and should not result in any additional expense to the District.
- c. Technology or network systems are not to be abused in any way or used in an illegal or unethical manner.

3. The parties agree that the Board will periodically make determinations on whether specific uses of the electronic resources are consistent with the acceptable-use practice of the District.

4. The District reserves the right to review all electronic data, voice mail, and computer files on District-owned equipment. However, such review will be only done in the ordinary course of business and will be motivated by a legitimate business reason. If a driver's personal information is discovered, the contents of such discovery will not be reviewed by the District, except to the extent necessary to determine if the District's interests have been compromised. Any unlawful, obscene, pornographic, abusive, or otherwise objectionable material will be removed at the discretion of the District.

5. To encourage drivers to maximize the use of technological tools, the Board will provide reasonable training opportunities for them at the District's expense.

ARTICLE XI

PAID LEAVES

A. Sick Leave

1. The Employer shall furnish each regular employee with a written statement of accumulated sick leave at the beginning of each school year.

2. Each regular driver will be credited with twelve (12) days of sick leave per school year if hired prior to September 1, 2011 and ten (10) days of sick leave per school year if hired after September 1, 2011. Regular Drivers hired during the year will be credited with a prorated number of days. Commencing with the second year, additional personal sick leave days are cumulative, but shall never exceed one hundred eighty-five (185) days. Upon eligibility for state retirement, employees will receive pay for six percent (6%) of their unused sick leave if they have served the Alpena Public School District ten (10) years; twelve percent (12%) of their unused sick leave after fifteen (15) years of service to the District and fifteen percent (15%) of unused sick leave after twenty (20) years of service to the District. Drivers hired after ratification of the September 1, 1984 - August 31, 1986 Agreement shall not be entitled to payment for unused sick leave. Absences in excess of accumulated sick leave will automatically place an employee on unpaid extended leave. Sick leave days will be in half or full day increments.

3. Sick leave may be used when an Employee is absent from duty because of illness, injury, doctor's appointment, or must take care of an immediate family member per Section B of this article.

4. The Employer may only require a doctor's note for a prearranged absence scheduled less than one (1) week in advance.

B. Emergency Absence and Leave

1. Family Emergency Day Absence

Regular drivers required to be absent because of an emergency illness of a member of the immediate family may draw the regular wage, not to exceed five (5) days in any one (1) year and shall be deducted from sick leave allowance.

The term immediate family shall be defined to include grandchildren, father, mother, father-in-law, mother-in-law, sister, brother, children, stepchildren and spouse.

2. Employee Personal Business Day Absence

If the regular driver finds need to take leave of his/her duties for personal business that cannot be conducted at a time other than during working hours, he/she shall be granted a leave of two (2) days per year with pay. Additional days may be taken at the driver's own expense with the approval of the Superintendent or designee. Personal Business Day Absence is not to be interpreted as being for vacation, recreation, money-making activities or other employment. Requests for Personal Business Days must be made in writing through the Director of Transportation at least Forty-Eight (48) hours in advance except in the case of an emergency. If the deadline has passed, the Director must be contacted with an explanation for the late request and, if granted, the paper work must be completed on the day of return to work. A driver's unused Personal Business Day allocation will be added, annually, to accumulated sick leave days up to the sick leave maximum accumulation of one hundred eighty-five (185) days.

C. Bereavement Absence

Death in the Immediate Family - The regular driver shall be granted a maximum of five (5) paid leave days per death. Such days are to be used at the death and to attend the funeral. Immediate family shall be interpreted as spouse, mother, father, brother, sister, children, grandchildren, grandparents, father and mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, of the bus driver or his/her spouse.

D. Jury Duty/Court Appearance

In the case of absence from duty in response to a subpoena for jury duty or as a witness in a court case that serves the public interest, a regular driver shall suffer no loss in pay provided that he/she returns any compensation from the court (less mileage expenses) to the District. If trial is canceled or the employee is not seated, the employee will be required to report to the Director of Transportation and assume his/her regular duties as soon as possible.

E. Armed Forces Reserves/Active Military Duty

In the case of active duty requirements for training with the Armed Forces Reserve Program, a regular driver shall suffer no loss in pay provided that he/she returns any compensation received from the military for this time period to the District. Paid military leave for active training with the Armed Forces Reserve Program is limited to a two (2) week period.

F. Relief Driver Procurement

Drivers will notify a designated person at the APS Transportation Center when in need of a relief driver. Notification shall be made no later than 5:15 a.m. for a morning run or 11:00 a.m. for an afternoon run. In case of an emergency, drivers should give as much advance notice as possible. The designated person shall be responsible for securing a relief driver. Drivers will notify the designated person at

the APS Transportation Center of their intent to return to work following an absence no later than 3:00 p.m. on the date prior to return. Upon return to work, the driver will sign a statement as to which area the leave is to be charged (i.e., sick, personal, etc.). A.M. and P.M. Route Sheets will be kept on the bus.

G. Association Leave

Association leave of six (6) Board paid days total per year for the unit will be granted.

ARTICLE XII

UNPAID LEAVES

A. General Leave

1. A leave of absence, without pay or benefits, for up to one (1) year, may be granted by the Employer. Upon written request, the Board may extend the leave up to one (1) additional year.

2. Requests for leaves must be in writing and shall include the reason for the leave along with notification of the beginning and ending dates of said leave. Parental/child-care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child, where applicable.

3. An employee returning from a leave shall return to the position left. When the same position is not available or when the leave exceeds one (1) year, the driver will be entitled only to a position that his/her seniority would place him/her in. Notice of intent to return must be in writing at least fifteen (15) calendar days prior to return to work.

4. Leaves that exceed ninety (90) workdays will be posted under the vacancy provisions of this Agreement.

5. Employees on unpaid short-term leave of more than ten (10) work days will pay a pro-rata portion of monthly insurance premiums.

B. Military Leaves

In the event that an employee is called for active military duty, the employee will be afforded leave and return rights according to the Uniformed Services Employment and Reemployment Rights Act of 1994.

C. Association Leave

A leave of absence up to two (2) years shall be granted upon application for the purpose of serving as an officer of the Association or as an officer in its state or national affiliate.

D. Child Care

A leave of absence shall be granted for the care of a newborn or newly adopted child according to the Family and Medical Leave Act of 1993. Child care leave may be extended as per the conditions of general leave in paragraph A above.

E. Family and medical leave will be in accordance with the Family and Medical Leave Act of 1993. This section shall not be construed as limiting the right of an employee to elect to substitute paid leave under Article XI for unpaid leave in accordance with Section 102(D)(2) of the Act.

ARTICLE XIII

SENIORITY

A. District Seniority:

1. District seniority is the length of service within the District as a regular driver in the bargaining unit. Upon successful completion of probation, seniority for a regular driver will begin the date a route is awarded. When more than one (1) employee is hired on the same day, District seniority will be determined by casting lots.

2. A new employee hired, or rehired after having quit, in a permanent position shall be considered probationary for a period of sixty (60) days worked. Up to thirty (30) days probationary time as a relief driver will be credited to the regular driver sixty (60) day probationary period.

3. Seniority shall be lost under the following conditions:

- a. Quit or discharge for just cause.
- b. False reason for leave or engaging in other employment during a leave without management approval and exempting all other employment in existence at the time the leave is granted.
- c. Absence from the job for two (2) consecutive working days without notification.
- d. Failure to return to work within eleven (11) working days of a registered notice of recall following a layoff.
- e. Failure to return to work at the expiration of a leave.
- f. Retirement.
- g. After three (3) years of being on the recall list.

B. Area Seniority:

1. Areas are defined by the elementary student attendance boundary lines.

2. When voluntarily transferring from one area to another, the regular driver's seniority shall be frozen in the area vacated and a new area seniority date established for the new area.

3. When involuntarily transferred from one area to another, the regular driver's seniority shall continue to accrue in the area vacated and the driver will be placed, based on District seniority, in the appropriate order in the new area.

4. When driving in more than one area, area seniority is the area of first assignment.

C. Seniority Lists:

1. The Employer will each year prepare, maintain and post at the APS Transportation Center the following seniority lists:

- a. District Seniority
- b. Area Seniority
- c. Relief Driver Seniority

2. A copy will be provided to the Association.

D. Relief Driver Seniority:

1. Relief Driver Seniority is defined as the length of service beginning with the hire date as a relief driver in the bargaining unit. When more than one employee is hired on the same day, seniority will be determined by casting lots. Hire date is defined as the day official training begins with the understanding that the employee successfully completes the required training.

2. All relief drivers will serve a probationary period for the first thirty (30) days worked of their employment. With written notification to the employee and the Association, this may be extended for an additional thirty (30) days worked. When a relief driver accepts a permanent regular driver position, it is understood that up to thirty (30) days probationary time shall be applied to the probationary period of the regular driver position as defined in Article XIII, Section A.

- a. Probationary relief drivers are without seniority or other benefits unless otherwise provided for in this document.
- b. Upon satisfactory completion of the probationary period, relief drivers will attain relief driver seniority retroactive to the date they successfully completed training requirements.
- c. The Board retains exclusive right to discharge and to take disciplinary action involving a probationary relief driver, and such action as deemed appropriate by the Board shall not be subject to the grievance procedure.

3. Relief Driver Seniority will be lost under the following conditions:

- a. Quits or discharged for cause.
- b. Retires.
- c. Absence from the job for two (2) consecutive working days without notification.

4. Relief drivers shall provide a monthly calendar of availability to the Director of Transportation. A relief driver will be moved to the bottom of the seniority list if s/he refuses to accept work on more than three occasions per school year except in an emergency or if the employee is ill. A doctor's note verifying the illness may be requested. Extraordinary requests for leaves will be approved or denied by a committee comprised of equal representatives of Association and management.

5. A relief driver who is offered a regular driver position based on current contract provisions and declines the offer, for any reason, shall be moved to the bottom of the Relief Driver Seniority List.

ARTICLE XIV

VACANCIES AND TRANSFERS

A. **JOB** - The combination of the driver's regular assignment, shuttle and/or transfer that was awarded by bid.

B. **REGULAR ASSIGNMENT** - The routine transportation of K-12 students from home to their respective schools and back home again. Unless otherwise provided for in this Agreement, drivers will retain an assignment in the same area held at the conclusion of the previous school year.

C. **SHUTTLE** – The routine transportation of eligible students or other passengers (public or parochial) from a school building to an instructional program site within the school day. Shuttles are bid by area seniority except vocational education which are available only to city drivers. Shuttles have a minimum pay guarantee of one hour unless the paid shuttle time overlaps with other paid time. In this case, the shuttle shall be paid at actual time worked.

D. **TRANSFER** – The routine transportation of eligible students or other passengers (public or private) from a school building to another school building at the beginning or ending of the school day. Transfers are bid by District seniority except special education transfers which are bid by area seniority whenever possible. Transfers are paid at actual time worked. P.M. transfers will commence payment twenty (20) minutes prior to the student release time for the following facilities:

ACES Academy
Parochial schools
Thunder Bay Junior High

1. Drivers will not be allowed to “break up” their regular assignment to bid on transfers or shuttles. Drivers may only bid if the transfers or shuttles can be completed outside of their regular assignment.

2. The Board has the right to assign drivers to shuttles, transfers and routes if they are working less than the minimum time (pay) guarantee provided the assignment is within the time (pay) guarantee.

E. **IN-DISTRICT** – The sporadic transportation of eligible students or other passengers (public or parochial) within the District boundary area. Such trips are further defined as In-District Elementary or In-District Secondary. All parochial trips are classified as In-District secondary.

F. **OUT-OF-DISTRICT** – The sporadic transportation of eligible students or other passengers (public or parochial) outside the District boundary area

1. SPECIAL ACTIVITY trips will be posted in the APS Transportation Center. When possible, the posting will be made five (5) days before the assignment is to occur. These assignments will be bid on by seniority and rotated. A driver who passes when it is his/her turn for the assignment will be placed at the bottom of the list. Drivers accepting extra assignments that cause them to miss their regular assignment will have the wage for the regular assignment deducted. A driver may be denied an extra trip if the trip would result in a driver exceeding forty (40) worked hours in a week.

2. Special activity trips not canceled two (2) hours prior to scheduled departure shall deem it necessary for the Employer to pay two (2) hours pay to the driver(s) for that extra trip.

3. In the event that no regular driver bids on the special activity trips, relief drivers will have the opportunity to bid on them by seniority and rotation.

G. TEMPORARY SHORT-TERM VACANCY (LESS THAN 20 DAYS) – Any absence of a regular driver of less than twenty (20) working days and/or continuing for periods less than twenty (20) working days. Position will be filled with a relief driver.

H. TEMPORARY LONG-TERM VACANCY (OVER 20 DAYS BUT LESS THAN 90 DAYS) – Any announced absence of a regular driver of twenty (20) working days or more. The announcement must be made at the beginning of the absence or at any time during the absence when it is known that an additional twenty (20) working days of leave will be required. Position will be filled with the most senior relief driver.

I. TEMPORARY LONG-TERM VACANCY (90 DAYS OR MORE) – Any announced absence (paid or unpaid) of a regular driver of ninety (90) working days or more. The announcement must be made at the beginning of the absence or at any time during the absence when it is known that additional time of ninety (90) days or more of leave will be required.

1. An absence that exceeds ninety (90) working days will be posted as a vacancy. This vacancy will be awarded as outlined under ARTICLE XIV, PERMANENT VACANCY, Section J.

2. All long-term vacancies will be considered temporary.

3. Drivers will accrue seniority in their area of new assignment.

4. When a regular driver returns from temporary long-term leave, all drivers involved in the backfilling, will return to their previous driving positions.

5. A regular driver returning from temporary long-term leave within one (1) calendar year will be reinstated to the position they vacated.

6. Regular drivers returning after one (1) year will bump the least senior driver in the area of last assignment.

7. When all positions are filled by regular drivers, the most senior relief driver will be moved to regular driver status to fill the remaining vacancy. After completing probation, such driver will be entitled to four (4) sick days and one (1) personal leave day.

- a. These days can be used while the driver has regular driver status only, and cannot be used when the driver returns to relief driver status.
- b. These days can be banked and used when the driver returns to regular driver status.

J. PERMANENT VACANCY – A new position or an existing position that is not assigned to an Employee. It is clearly understood that a vacancy is to an area and is not to a specific route.

1. All permanent vacancies will be posted in the APS Transportation Center and to the Association for a period of five (5) work days when the position is declared vacant or a new position is created.

2. When there is a vacancy, the drivers affected will not begin their new positions until all drivers are in place. Vacancies will be filled within five (5) work days after expiration of the posting unless this date falls within the last ten (10) work days of the school year. In that case, the vacancy will be filled on the first work day of the following school year. Each employee applicant will be notified in writing.

3. Permanent vacancies will be filled according to the following priorities:

- a. Driver who has been reduced or has had a severe reduction in hours from the area.
- b. Drivers working in area
- c. Lives in area
 - (1) Area Seniority
 - (2) District Seniority
- d. Lives out of area
 - (1) Area Seniority
 - (2) District Seniority

provided that awarding the position does not cause unnecessary expense to the District. A committee comprised of the Director of Transportation, Assistant Superintendent for Operations, and two (2) members of the Alpena ESP I Executive Committee will make a recommendation on the position/expense issue.

4. Drivers shall be given a one (1) day trial period to accept or reject a different position. They shall be allowed to drive the new bus route for one (1) day, and return to their former position if they don't want to accept the new position.

K. Only regular drivers presently employed may apply for permanent vacancies under this Article.

L. Interested drivers must apply in writing to the Director of Transportation within the posting period.

M. Permanent vacancies that occur during the summer will be awarded at a bid meeting to be held not later than August 15. Drivers must be present at the bid meeting or have an authorized proxy (in writing) to bid in their absence. Members will be notified of the date and time of the bid meeting two (2) weeks in advance.

N. Vacancies are assigned to the area in which the majority of the students reside except the vocational shuttles which are assigned to the city.

O. Access to Regular Jobs for Relief Drivers

In filling permanent or temporary long-term vacancies, first preference will be given to relief drivers who have the most relief driver seniority, before outside hires. Vacancies outside of the city will be filled according to the following priorities:

- a. Previous area seniority as a regular driver
- b. Lives in area
- c. Relief driver seniority

P. The parties agree that involuntary transfers of employees are to be minimized. In all cases, involuntary transfers will be effected only for reasonable and just cause and only after the position has been posted.

ARTICLE XV

REDUCTION OF PERSONNEL

A. When the Board determines that a reduction in the number of regular drivers is necessary, the affected drivers shall be added to the top of the seniority list of relief drivers in order of seniority. A "reduction" within this meaning does not refer to any type of reduction of hours within or among runs and/or routes within or among the attendance areas. Increases and decreases of driving times may occur from time to time as enrollment demographics, attendance boundaries, etc., change. Such changes in hours shall not result in recall rights to a particular run, route, or attendance area.

B. Should a layoff occur, employees will be laid off in the following order:

1. Relief drivers
2. Probationary regular drivers
3. Regular drivers in reverse order of seniority

The driver(s) to be laid off will be notified at least ten (10) calendar days prior to the effective date of the layoff.

C. If there is a reduction of runs in a given area, the driver(s) to be reduced is/are the least senior regular driver(s) in the area provided that regular probationary drivers have first been reduced.

D. If a position in a given area is totally eliminated, the driver affected shall first be a regular probationary driver, then the least senior regular driver in that area. The driver affected may bump (provided he/she has seniority) the least senior regular driver in the bargaining unit that is driving over three (3) hours. In the event the driver that is bumped is not the least senior regular driver in the bargaining unit, he/she may then bump the least senior regular driver in the bargaining unit.

E. If a shuttle or transfer is eliminated during the school year, the affected driver shall bump the least senior driver with a shuttle or transfer that fits into the reduced driver's schedule.

F. When a recall of laid off or underemployed (more than one hour per day) driver(s) is required, preference will be given to the driver(s) by recalling in order of greatest District seniority, e.g., the highest District seniority to the lowest. When possible, recalled driver(s) will be placed back in their geographical area of seniority.

G. Notice of recall shall be sent by certified or registered 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 registered receipt of mailing, excluding Saturdays and Sundays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the ten (10) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights.

ARTICLE XVI

EVALUATION

A. The purpose of evaluation is to establish an official formal written record of the driver's job performance for the employee and District. (See Appendix A)

B. Definition of Terms

1. An Observation is an event in gathering of data to be used in formulating the Evaluation. This may include oral complaints and/or commendations, statements from witnesses and/or written anecdotal reports of activities in which the driver performed.

2. The Evaluation is the formal written record of the employee's job performance which shall be signed by the immediate supervisor and the driver. The Evaluation will be placed in the driver's personnel file.

3. The Evaluator, the driver's immediate supervisor and/or administrative designee, is responsible for conducting the Evaluation procedure.

C. Procedure

1. Each driver shall be given written notice of the name of his/her immediate supervisor upon hire and at any time it changes.

2. Observations for obtaining data to establish the Evaluation is an on-going process. The Evaluation of job performance will be completed a minimum of every three (3) years on or before May 15th.

3. Whenever the driver is observed and the job performance is not satisfactory, the evaluator will bring this fact to the employee's attention in a timely manner. This notification may be oral or in writing dependent upon the severity of the situation. The written report to the driver shall include all data used to prepare the report, including names of witnesses and their statements.

4. When the evaluator informs the driver, in writing, of an unsatisfactory job performance, the report shall include a plan of improvement. A copy of this plan will be given to the driver. The written plan shall include:

- a. Identifying the skill, knowledge or action that requires improvement.
- b. An appropriate specific recommendation for improvement.
- c. A reasonable timeline for improvement, additional observations and written feedback statement from the driver.
- d. The immediate supervisor will provide reasonable assistance in implementing a., b., and c.

e. A second unsatisfactory evaluation may be cause for dismissal.

5. The formal Evaluation conference will be held on or before May 15th, at which time the formal Evaluation documents (including the form in Appendix A) will be presented to the driver. The form must be signed at this conference by both the evaluator and the driver. The driver's signature is only to indicate awareness and is not to be used to indicate agreement.

6. If the driver does not agree with the evaluation, he/she must submit a letter of dissent to the evaluator within ten (10) working days of the Evaluation Conference. If this does not occur, the evaluation stands as written and will be placed in the driver's personnel file.

7. The absence of an Evaluation for a given year will mean that the driver has performed satisfactorily during that year.

D. Disciplinary Action

The Evaluation process does not disallow the supervisor or designee to discipline at any time during the year subject to due process as agreed to in Article XVII.

ARTICLE XVII

DISCIPLINE AND DISCHARGE

A. Non-probationary regular employee(s) shall not be disciplined (including warnings, reprimands, suspensions, reductions in rank or occupational advantage, discharges, or other actions of a disciplinary nature) without just cause. Any such discipline, including adverse evaluation of employee performance, shall be subject to the Grievance Procedure including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.

B. When appropriate, progressive discipline (verbal warning, written warning, suspension, discharge) will be practiced.

C. An employee shall be entitled to have a representative of the Association present 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 Association 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.

D. Driver Discipline for Operating a Vehicle while under the Influence of Drugs or Alcohol.

1. A driver shall submit to drug and/or alcohol testing as required by law. Any driver testing positive for drugs and/or alcohol, as defined by Department of Transportation regulations, while on the job will be terminated.

2. A driver arrested or ticketed for operating any motor vehicle while under the influence of drugs or alcohol, at a time other than while on the job, shall be suspended without pay until the matter is resolved by a court of law. A driver who pleads guilty or is found guilty by a court of operating any motor vehicle while under the influence of drugs or alcohol, at a time other than while on the job shall be disciplined as follows:

First Offense - after being found guilty by a court, the driver shall be suspended without pay from employment for a period of ninety (90) work days with a corresponding loss of all contractual benefits.

Second Offense - the driver's employment with Alpena Public Schools shall be terminated.

E. Driver Discipline for Fuel Spills

1. Spills occurring at a fueling site

- a. Fuel spills occurring at a fueling site will be reported by the driver causing the spill to the station attendant and to the District's Director of Transportation or designee.
- b. Provided that no negative action is brought forth against the school District or the bus driver by the owner(s) of the fueling site, fuel spills occurring at the fueling site will be the responsibility of the fueling site and will result in no disciplinary action against the bus driver causing the spill.
- c. Should the owner(s) of the fueling site file a complaint with the District against the bus driver causing the spill(s) and/or deny access to fueling at any fueling site facility, disciplinary action will be taken according to the circumstances.

1. Fueling Site Complaints:

- (a) First Complaint – The bus driver will receive a letter of reprimand.
 - (b) Second Complaint (within the same school year or within the first ninety (90) calendar days of the next school year) – The bus driver will be suspended from work without pay for a period of three (3) days.
 - (c) Third Complaint (within the same school year or within the first ninety (90) calendar days of the next school year) – The bus driver will be suspended from work without pay for a period of ten (10) days.
 - (d) Fourth Complaint (within the same school year or within the first ninety (90) calendar days of the next school year) – The bus driver's employment with Alpena Public Schools will be terminated.
2. Denial of access to any fueling site facility: A bus driver denied access to any fueling site facility will be terminated from employment with Alpena Public Schools.

2. Spills occurring at any location other than a fueling site:

- a. Upon discovery, fuel spills occurring at any other location will be reported to the District's Director of Transportation or his/her designee.
 - b. Regular bus drivers causing a fuel spill at a location other than a fueling site will be disciplined according to the following schedule:
 1. First spill – The bus driver will receive a letter of reprimand.
 2. Second spill (within the same school year or within the first ninety (90) calendar days of the next school year) – The bus driver will be suspended from work without pay for a period of three (3) days.
 3. Third spill (within the same school year or within the first ninety (90) calendar days of the next school year) – The bus driver will be suspended from work without pay for a period of ten (10) days.
 4. Fourth spill (within the same school year or within the first ninety (90) calendar days of the next school year) – The bus driver's employment with Alpena Public Schools will be terminated.
3. Relief bus drivers causing a fuel spill at a location other than a fueling site will be disciplined according to the following schedule:
- a. First Spill – the bus driver will receive a letter of reprimand.
 - b. Second Spill – the bus driver will restart his/her probationary period with resulting loss of seniority.
 - c. Third Spill (within the same school year or ninety (90) calendar days into the next school year) – the relief bus driver's employment with Alpena Public Schools will be terminated.

4. Reporting Fuel Spills

All fuel spills must be reported immediately upon discovery to the Alpena Public Schools' Director of Transportation.

ARTICLE XVIII

NEGOTIATION PROCEDURE

A. Representatives of the Employer and the Association's bargaining committees may mutually schedule meetings for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Employer and the Association, provided that the respective bargaining committees shall be empowered to effect temporary accommodations to resolve special problems.

B. When above meetings are conducted during regular work hours, release time shall be provided for the Association's negotiating committee where applicable.

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

D. There shall be two (2) signed copies of any final Agreement. One (1) copy shall be retained by the Employer and one (1) by the Association.

ARTICLE XIX

SEPARABILITY

A. If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

B. It is further agreed that within ten (10) days of receipt of notification of the court's actions or legislative action that invalidates a provision of this contract, negotiations shall commence.

C. All understandings, awards, and/or agreements reached under this procedure shall be reduced to writing, signed by each party, and made a part of the collective bargaining agreement.

ARTICLE XX

INSURANCES

A. Insurances

1. Regular drivers working six or more hours per day will be provided with health insurance, prescription coverage, dental and vision coverage as listed below with the Board providing 80% contribution and the Employee providing 20%:

- a. Blue Cross/Blue Shield Community Blue PPO 2 with \$25.00 office visit
- b. APS \$10/\$20 Rx Program
- c. Dental Appendix B
- d. Vision Appendix C
- e. Life Insurance -- \$10,000 AD&D

2. Regular drivers working at least three hours but less than six hours per day are eligible for 50% Board paid health insurance (Blue Cross/Blue Shield Community Blue PPO 2 with APS \$10/\$20 Rx Program \$25.00 office visit, dental Appendix B, Vision Appendix C):

- a. Dental and Vision, Board contribution 80%
- b. Life Insurance - \$10,000 AD&D, Board contribution 100%

3. Relief drivers will receive 100% Board paid life insurance -- \$10,000 AD&D.

4. During the life of this contract, the Board expects to offer a Cafeteria Plan of insurance to all employees when it is ready for implementation.

B. Options in lieu of health insurance

The Board will provide a payment option of Fifty-Two Dollars and Fifty Cents (\$52.50) per month when a qualifying regular employee does not select health insurance coverage.

C. Probationary employees receive no insurances during the first sixty (60) days worked.

D. Insurances shall be limited to one (1) plan per household where more than one (1) family member is employed by the Alpena Public Schools.

E. Changes in family status shall be reported by the employee to the Fringe Benefits Office within thirty (30) days of such change. The employee shall be

responsible for any over-payment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

F. Employees who have Board-provided term life insurance have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.

G. To be eligible for coverage (or increase in coverage), regular employees must be able to perform the "at work requirements" with this Employer before benefits are effective.

H. Employees will, through a qualified Section 125 Plan, deduction, pay the difference between the Board contribution and the cost of insurances.

ARTICLE XXI

COMPENSATION

A. Wages – Wage scale as listed below unless Equality of Sacrifice Letter of Agreement is enacted (attached to contract).

	<u>1 year</u>	<u>2-4 Years</u>	<u>5-7 Years</u>	<u>8-12 Years</u>	<u>13 Years+</u>
2011-13	14.83	16.70	17.66	18.80	19.01

B. Minimum Pay Guarantee

1. Urban (City, South Alpena, ACES Academy)
A.M. - 1 1/2 hours pay if either secondary or elementary
2 hours pay if both secondary and elementary
P.M. - Same as A.M.
2. Rural
A.M. - 2 hours pay for secondary and/or elementary
P.M. - Same as A.M.
3. Parochial students included in any of the above.

4. A driver is not normally eligible for a combination of assignments, shuttles and transfers that would result in more than forty (40) hours worked per week including related driver duty time.

C. Related Driver Duty Pay

The driver is responsible for bus wash, clean-up, gas-up, warm-up, safety checks and other related driver duties. The driver will be paid for these responsibilities on the basis of 1/4 hour of their hourly rate for each shift (A.M./P.M.) worked. Related Driver Duty time scheduled counts toward insurance benefits.

D. Relief Driver Wages:

Probationary relief drivers will be paid driving rate equal to 70% of a first year regular driver's wage.

Regular relief drivers will be paid a driving rate as follows: 2011-2013 = \$11.56.

Regular drivers who are reduced to relief driver status will be paid eighty-five percent (85%) of a first year regular driver's wage for the duration of this contract or through August 31, 2011, whichever date occurs first. (2011-2013 = \$13.21)

The non-driving rate for relief drivers will be the same as regular drivers.

The current IRS mileage rate will be paid to relief drivers who are required to travel to bus locations other than the Transportation Center when the distance is in excess of 20 miles, round trip. The relief driver is responsible for completing the mileage form. Reimbursement will occur twice each year.

E. Special Activity Trips

Out-of-District trips will be assigned by seniority request, with trips posted at the bus garage. Out-of-District trips will be paid \$13.00 per hour. Drivers are guaranteed a two (2) hour minimum. Out-of-District trips will not put a driver into an overtime situation. For a trip that would include an overnight stay, the Association and Employer will meet to discuss the trip and how the driver will be paid.

In-District trips will be paid at the rate of \$13.00 per hour for two (2) hours based upon established in-District trip hours.

Alpena Community College	Alpena County Library
Alpena Regional Medical Center	Armory
Alpena Mall	APS Kindergarten Transition
Camp Chickagamee	Civic Center
Combat Readiness Training Center	District Court
Holiday Inn	Jesse Besser Museum
Lafarge	Long Rapids Township Hall
Northern Lights Arena	Norway Ridge
Plaza Pool	Thunder Bay Marine Sanctuary
Starlight Beach	Thunder Bay Junior High
Thunder Bay Theatre	

An exception will be made for trips that originate from the City and travel to/from a County Destination. In this case, a total of one (1) hour shall be added to the trip time, making that a trip paid at the rate of \$13.00 for three (3) hours.

Trips made from the home school to the City shall remain a two (2) hour trip.

ANY exceptions to the above must be requested in writing prior to the start of the trip as documented by the part(ies) requesting the trip.

F. Training School and Mandatory Drug Testing

Drivers will receive their regular hourly rate for time spent in attendance at The Michigan School Bus Driver Continuing Education Course. One (1) hour at regular driving rate will be paid to drivers for mandatory drug testing.

G. Route Consultation/Required Transportation Meetings

For time spent reviewing routes, bus stops and driver directions or attending required APS Transportation meetings, drivers will receive regular driver wage. Drivers will be paid one hour minimum.

H. Meals, Lodging, Bridge Fares

The Employer will pay for the reasonable cost of expenses incurred for special activity trips upon the driver furnishing receipt(s).

I. Resource Persons

Should the Board decide to use drivers as resource people to assess road conditions resulting from inclement weather, each driver so used will be paid according to the following rates: 2011-2013 \$92.55 per year

J. Time Segment

Time worked over the minimum guarantee will be rounded off (forward or backward) to the nearest one quarter (1/4) hour.

K. Paychecks

Direct deposits will be required for all payroll and reimbursements to all Employees beginning September 1, 2011. The Employees' earned amount will be deposited on the regularly scheduled payday. A paper copy of the paycheck "stub" will be provided until the Employee portal is operational.

L. Pay Records

The Board reserves the right to require, from the employee, timesheets and other information necessary to assure proper payment of wages. Bus drivers will be responsible for preparing their own time sheet of actual hours worked.

M. Wage Step Increases

Step increases will occur on the employee's anniversary date - the date of hire in the District as a regular driver.

N. Professional Development Days

Effective July 1, 2009, the Board agrees to pay the drivers at their normal rate of pay for up to twelve hours of professional development per contract year provided drivers attend and document same on their timesheets. The professional development shall be determined by the Board. These hours will be reduced when

the student calendar includes the same or greater number of attendance days as in the 2008-2009 school year.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

A. Wash Rack

A daily schedule with thirty (30) minute increments will be posted in the APS Transportation Center for the use of the wash rack. Drivers will sign the schedule for use of the rack and if the driver is not available at the appropriate time, the rack is free for use by other drivers.

B. 1. Bus Location

The Board shall determine where a bus will be placed (located). Primary factors involved in the determination shall be financial and security considerations. The Association may grieve bus placement only through Formal Level II (excludes arbitration).

2. Bus Placement

A committee will be established for the purpose of a proactive role in disputes regarding bus placement. If a dispute arises regarding bus placement, this committee shall convene and make a recommendation regarding the bus placement with due consideration given to the criteria listed below.

This committee, comprised of two persons from the administration and two persons from the ESP I local, shall investigate hours, routes, configuration of runs, etc., when making a recommendation regarding bus placement and its implementation.

C. Drivers may check their bus for students at the school that they drop the last student off and hang their "bus empty" sign rather than waiting until they return to the bus garage for the morning drop-off. For the afternoon runs, the drivers will hang their "bus empty" sign when they return to the bus garage or their designated parking location.

ARTICLE XXIII

DURATION

A. This Agreement shall be effective as of September 1, 2011, and shall continue in effect until August 31, 2013. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

B. Copies of this Agreement will be emailed to all employees who have an APS email address and will be available to all drivers through the Alpena Public Schools homepage (www.alpenaschools.com).

Any changes in District personnel policies affecting bus drivers shall be emailed to all drivers within thirty (30) days of said changes.

Upon employment, employees shall be given a copy of the form authorizing check off for Association dues and service fees within thirty (30) days of said employment.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective representatives.

Michigan Education Association
Educational Support Personnel/
MEA/NEA Bus Drivers

Alpena Public Schools Board of Education

Steve Gonyea, President

Diane Shields, President

Diane Golder, Vice President

Brent T. Holcomb, Superintendent

Linda Sherba

Patricia Sampier, Assistant Superintendent

Rebecca Kieliszewski

Deborah K. Larson, MEA UniServ Director

APPENDIX A

Alpena Public Schools Bus Driver Evaluation

Name _____

Rating Key: 1. Exceeds Expectations
2. Meets Expectations
3. Below Expectations

The following expectations will be used in Bus Driver Evaluations and are illustrative, not exclusive examples and/or all inclusive of driver expectations.

I. JOB PERFORMANCE

_____ **A. Pre-inspection of the bus** – Daily completes the pre-check inspection as required by the District using the transportation check forms and turns them in bi-weekly.

_____ **B. Driving procedure of the bus driver** – Proper speed, turnarounds, consistent use of the seat belt, does not tailgate, does not use excessive warm-up time, does not leave the bus unattended while the engine is running with passengers on board.

_____ **C. Student management** – Ability of the driver to control students including: keeping students seated, quiet at the railroad crossings, and general behavior of students.

_____ **D. Proper use of warning lights** – Demonstrates knowledge of state laws, observes traffic before opening door, signals students to properly cross the road, use of turn signals.

_____ **E. Proper procedure at railroad crossing** – Demonstrates the proper stopping distance (between 15 and 50 feet from the crossing), bus is in the right lane, places the gear shift in neutral, opens the door and window, shuts off fans, looks and listens.

_____ **F. Loading and unloading of students** – Pulls to the right of the road, places gear shift in neutral and sets the parking brake, use of overhead flashers.

_____ **G. Observe speed** – Observes posted speed limits, drives according to road conditions and flow of traffic.

_____ **H. Route time** – Consistently stays within the established route running time schedule, meets the stated schedule of student pickup and delivery times.

_____ **I. Exhibits patience when driving** – Utilizes defensive driving skills, courteous to other drivers.

_____ **J. Care of the buses** – Consistently cleans and washes bus, general cleanliness observable, reporting of needed repairs, carries proper emergency equipment.

_____ **K. Record keeping** – Pre-trip sheets are kept and updated, student lists updated, time sheets punctual, and other reports timely and accurate.

II. PROFESSIONAL CONDUCT AND APPEARANCE

_____ **A. Ability to work with others** – Exhibits cooperation, self-control, tact, willingness to help other drivers, working relations that influence overall job effectiveness and morale.

_____ **B. Ability to meet responsibilities** – Exhibits productive work habits, follows proper pre- and post-trip cleaning of buses, reports completed timely and accurately, obtains directions for trip in advance.

_____ **C. Parent and student interaction** – Courteous and respectful to parents and students, communicates in polite and considerate manner, respects privacy rights of students and parents.

_____ **D. Professional development** – Maintains and attends professional development hours, remains current on state and federal laws regarding hazardous materials, blood borne pathogens, safety procedures, etc.

_____ **E. Initiative** - Self-motivated, completes assignments, follows the dispatcher and supervisor’s instructions.

_____ **F. Neatness/appearance** – Appropriate in grooming and attire at all times.

_____ **G. Attendance and punctuality** – Does not take unnecessary time off from work and is generally on time.

Recommendations and/or comments:

I understand that my signature is not intended to indicate my agreement with the evaluation, but indicates that I have read the evaluation.

Evaluator: _____ Date: _____

Driver: _____ Date: _____

A copy of this evaluation form, with signatures, will be provided to the driver within ten (10) days of the Evaluation Conference.

SELF-FUNDED DENTAL SCHEDULE OF BENEFITS

Employer: Alpena Public Schools
2373 Gordon Road
Alpena, Michigan 49707
Phone: 989-358-5009
Fax: 989-358-5036

Group Number: **002**
Effective: July 1, 1990
Revision: July 1 or Sept. 1, 2011

Eligible Class(es):	All Eligible Non-Administrative Personnel
Service Requirement:	First of the Month following Date of Hire
Minimum Work Requirement:	Drivers ~ At least three hours per day Instructional Assistants ~ 30 assigned hours per week Other Non-Administrative ~ 20 hours per week
Employee Contributions:	Instructional Assistants ~ Full premium All Other Non-Administrative ~ 20% of premium via Section 125 Premium Only Plan (unless less than full time is prorated per C.B.A.)
Annual Open Enrollment Period:	Month of October
Coordination of Benefits:	Standard
Benefit Year:	July 1 to June 30
Plan Year:	The records of the Plan are kept separately for each Plan Year. The Plan Year Begins on July 1 and ends on June 30
Predetermination of Benefits:	Charges in excess of \$200.00 require predetermination of benefits.

Schedule of Dental Benefits

Type I	Preventative and Restorative Services	
	Percentage.....	80%
	Lifetime Deductible	N-A
Type II	Replacement Services	
	Percentage.....	60%
	Annual Deductible	N-A
Type III	Orthodontia Services	
	(Covers child(ren) to 19 th Birthday/25 th Birthday for full-time students)	
	Percentage.....	50%
	Annual Deductible	N-A

Plan Maximums

Type I and II Services	Maximum Annual Benefit per Covered Member	\$1,000.00
Type III Services	Maximum Lifetime Benefit per Covered Member	\$1,000.00

Plan Modifications

The following Plan Modifications have been included: Orthodontic Age Restriction Waiver

SELF FUNDED VISION SCHEDULE OF BENEFITS

Employer: Alpena Public Schools
2373 Gordon Road
Alpena, Michigan 49707
Phone: 989-358-5009
Fax: 989-358-5036

Group Number: All
Effective: July 1, 1990
Revision: July 1 or Sept 1, 2011

Eligible Class(es):	All Active Full Time Employees
Service Requirement:	First of the Month following Date of Hire
Minimum Work Requirement:	Instructional Assistants & Paraprofessionals ~ 30 assigned hours per week Drivers ~ Minimum three hours per day Administrators, Administrative Support, Teachers, Secretarial, Custodial, Caf�, ~ 20 hours per week
Employee Contributions:	Instructional Assistants ~ Full Premium Paraprofessionals ~ % as defined in section 10.4 (1) (3) of C.B.A Administrators, Administrative Support, Teachers, Secretarial, Custodial, Caf�, & Drivers ~ 20% of premium via Section 125 Premium Only Plan (unless less than full time is prorated per C.B.A.)
Annual Open Enrollment Period:	Month of October
Benefit Period:	July 1 to June 30
Coordination of Benefits:	Standard
Assignment of Benefits:	Yes
Plan Year:	The records of the Plan are kept separately for each Plan Year. The Plan year begins on July 1 through June 30.

Vision Examination

Optometrist	Limited to \$ 45.00 – you pay balance
Ophthalmologist	Limited to \$ 55.00 – you pay balance

Lenses (pair)

Single Vision	Limited to \$ 35.00 – you pay balance
Bifocal Lenses	Limited to \$ 61.00 – you pay balance
Trifocal Lenses	Limited to \$ 75.50 – you pay balance
Lenticular Lenses	Limited to \$ 90.00 – you pay balance

Frames

Limited to \$ 65.00 – you pay balance

Contact Lenses (pair, including exam fee)

Medically necessary	Limited to \$175.00 – you pay balance
Cosmetic	Limited to \$115.00 – you pay balance

Lenses with Extras

Photochromic, Sun or Gradient Tints, and Tinted or Color-Coated

Single Vision	Limited to \$ 40.00 – you pay balance
Bifocal Lenses	Limited to \$ 73.00 – you pay balance
Trifocal Lenses	Limited to \$ 90.00 – you pay balance
Lenticular Lenses	Limited to \$106.00 – you pay balance

Polaroid

Single Vision	Limited to \$ 56.50 – you pay balance
Bifocal Lenses	Limited to \$ 97.00 – you pay balance
Trifocal Lenses	Limited to \$121.00 – you pay balance
Lenticular Lenses	Limited to \$143.00 – you pay balance

Oversize/Rimless

Included with above lens allowance – You pay balance

BENEFIT SERVICE FREQUENCY

Vision Examination:	Once every Benefit Year
Lenses:	Once every Benefit Year
Frames:	Once every Benefit Year



Community BlueSM PPO

Effective 7/01/2011 or 9/01/2011 per C.B.A.

Benefits-at-a-Glance for Alpena Public Schools #64078-

003/004/005/006: USW 211(Secretaries), USW 207(Cafe/Custodial), ESP-I (Drivers), and ESP-II (Aides, Para's, etc.)

The information in this document is based on BCBSM's current interpretation of the Patient Protection and Affordable Care Act (PPACA). Interpretations of PPACA vary and the federal government continues to issue guidance on how PPACA should be interpreted and applied. Efforts will be made to update this document as more information about PPACA becomes available. This BAAG is only an educational tool and should not be relied upon as legal or compliance advice. Additionally, some PPACA requirements may differ for particular members enrolled in certain programs, and those members should consult with their plan administrators for specific details.

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits, please see the applicable BCBSM certificates and riders if your group is underwritten or your summary plan description if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

	In-network	Out-of-network *
Member's responsibility (deductibles, copays and dollar maximums)		
	In-network	Out-of-network *
Member's responsibility (deductibles, copays and dollar maximums)		
Deductibles	\$100 for one member, \$200 for the family (when two or more members are covered under your contract) each calendar year Note: Deductible may be waived if service is performed in a PPO physician's office.	\$250 for one member, \$500 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Fixed dollar copays	<ul style="list-style-type: none"> \$25 copay for office visits \$50 copay for emergency room visits 	\$50 copay for emergency room visits
Percent copays Note: Copays apply once the deductible has been met.	<ul style="list-style-type: none"> 50% of approved amount for private duty nursing 10% of approved amount for most other covered services (copay waived if service is performed in a PPO physician's office) See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copays.	<ul style="list-style-type: none"> 50% of approved amount for private duty nursing 30% of approved amount for most other covered services See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copays.
Annual copay dollar maximums – applies to copays for all covered services – including mental health and substance abuse services – but does not apply to fixed dollar copays and private duty nursing percent copays	\$500 for one member, \$1,000 for two or more members each calendar year	\$1,500 for one member, \$3,000 for two or more members each calendar year Note: Out-of-network copays also apply toward the in-network maximum.
Lifetime dollar maximum	None	

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

In-network

Out-of-network *

Preventive care services

Health maintenance exam – includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay), one per member per calendar year	Not covered
Pap smear screening – laboratory and pathology services	100% (no deductible or copay), one per member per calendar year	Not covered
Well-baby and child care visits	100% (no deductible or copay) <ul style="list-style-type: none"> • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit 	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay)	Not covered
Fecal occult blood screening	100% (no deductible or copay), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay. One per member per calendar year	70% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
Colonoscopy – routine or medically necessary	100% for the first billed colonoscopy (no deductible or copay) Note: Subsequent colonoscopies performed during the same calendar year are subject to your deductible and percent copay. One per member per calendar year	70% after out-of-network deductible

Physician office services

Office visits	\$25 copay per office visit	70% after out-of-network deductible, must be medically necessary
Outpatient and home medical care visits	90% after in-network deductible	70% after out-of-network deductible, must be medically necessary
Office consultations	\$25 copay per office visit	70% after out-of-network deductible, must be medically necessary
Urgent care visits	\$25 copay per office visit	70% after out-of-network deductible, must be medically necessary

In-network

Out-of-network *

Emergency medical care

Hospital emergency room	\$50 copay per visit (copay waived if admitted or for an accidental injury)	\$50 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	90% after in-network deductible	90% after in-network deductible

Diagnostic services

Laboratory and pathology services	90% after in-network deductible	70% after out-of-network deductible
Diagnostic tests and x-rays	90% after in-network deductible	70% after out-of-network deductible
Therapeutic radiology	90% after in-network deductible	70% after out-of-network deductible

Maternity services provided by a physician

Prenatal and postnatal care	100% (no deductible or copay) Includes covered services provided by a certified nurse midwife	70% after out-of-network deductible
Delivery and nursery care	90% after in-network deductible Includes covered services provided by a certified nurse midwife	70% after out-of-network deductible

Hospital care

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	90% after in-network deductible	70% after out-of-network deductible
Unlimited days		
Inpatient consultations	90% after in-network deductible	70% after out-of-network deductible
Chemotherapy	90% after in-network deductible	70% after out-of-network deductible

Alternatives to hospital care

Skilled nursing care – must be in a participating skilled nursing facility	90% after in-network deductible	90% after in-network deductible
Limited to a maximum of 120 days per member per calendar year		
Hospice care	100% (no deductible or copay)	100% (no deductible or copay)
Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a participating hospice program only ; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)		
Home health care – must be medically necessary and provided by a participating home health care agency	90% after in-network deductible	90% after in-network deductible
Home infusion therapy – must be medically necessary and given by participating home infusion therapy providers	90% after in-network deductible	90% after in-network deductible

Surgical services

Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	90% after in-network deductible	70% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay)	70% after out-of-network deductible
Voluntary sterilization	90% after in-network deductible	70% after out-of-network deductible

In-network

Out-of-network *

Human organ transplants

Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay)	100% (no deductible or copay) – in designated facilities only
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	90% after in-network deductible	70% after out-of-network deductible
Specified oncology clinical trials	90% after in-network deductible	70% after out-of-network deductible
Kidney, cornea and skin transplants	90% after in-network deductible	70% after out-of-network deductible

Mental health care and substance abuse treatment

Inpatient mental health care	50% after in-network deductible	50% after out-of-network deductible
	Unlimited days	
Inpatient substance abuse treatment	50% after in-network deductible	50% after out-of-network deductible
	Unlimited days, up to \$15,000 annual maximum	
Outpatient mental health care • Facility and clinic	50% after in-network deductible	50% after in-network deductible, in participating facilities only
	50% (no deductible)	50% after out-of-network deductible
Outpatient substance abuse treatment – in approved facilities only	50% after in-network deductible	50% after in-network deductible
	Up to the state-dollar amount that is adjusted annually	

Other covered services

Outpatient Diabetes Management Program (ODMP)	90% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay) for diabetes self-management training	70% after out-of-network deductible
Allergy testing and therapy	100% (no deductible or copay)	70% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	\$25 copay per office visit	70% after out-of-network deductible
	Limited to a combined maximum of 24 visits per member per calendar year	
Outpatient physical, speech and occupational therapy – provided for rehabilitation	90% after in-network deductible	70% after out-of-network deductible Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a combined maximum of 60 visits per member per calendar year	
Durable medical equipment	90% after in-network deductible	90% after in-network deductible
Prosthetic and orthotic appliances	90% after in-network deductible	90% after in-network deductible
Private duty nursing	50% after in-network deductible	50% after in-network deductible
Prescription drugs	Not covered	Not covered

Selected riders

<p>Rider CI, contraceptive injections Rider PCD, prescription contraceptive devices</p>	<p>Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and intrauterine devices. Note: These riders are only available as part of a prescription drug package. Riders CI and PCD are part of your medical-surgical coverage, subject to the same deductible and copay, if any, you pay for medical-surgical services. (Rider PCD waives the copay for services provided by a network provider.)</p>
<p>Rider XVA-2, excludes voluntary abortions</p>	<p>Excludes benefits for any services related to an abortion except for a spontaneous abortion, or to prevent the death of the woman upon whom the abortion is performed. BCBSM does pay for services or supplies to treat complications resulting from an abortion.</p>

LETTER OF AGREEMENT

BETWEEN

Alpena Public Schools Board Of Education

AND THE

Alpena Education Association, ESP I (Bus Drivers), and ESP II

EQUALITY OF SACRIFICE

Without advocating any concessions, it is recognized that the Alpena MEA groups feel constrained to make a concession on insurance premium contributions and agree to a wage freeze for the duration of this agreement. These concessions are being made to assist the District with an anticipated loss of revenues and advert a projected deficit due to a significant reduction in state funding for public school districts. While it is agreed such action is necessary, the agreement should, at minimum, require equality of sacrifice.

It is agreed that all other employees of the Employer have already agreed to comparable reductions in wages and benefits and that during the life of any concessions on wages and benefits herein provided for by the Associations, the Employer will maintain the present reductions required of all employees, specifically it being agreed that no other employees (including administration and nonunion employees) will have any wage or benefit restoration or increase without proportional restoration or increase to members of the MEA units as reflected in the District’s audited budget.

This agreement is in effect for the duration of the 2011-2013 contracts.

FOR THE ALPENEA EA, ESP I, & ESP II

FOR THE BOARD

Donice ZiBerna, Alpena EA President

Patricia Sampier, Assistant Superintendent

Steve Gonyea, Alpena ESP I President

Brent Holcomb, Superintendent

Nora Bouchard, Alpena ESP II President

Deborah K. Larson, UniServ Director

DATED:_____

DATED:_____